AMENDED: SEPTEMBER 9, 2025 3:30 PM
REMOVED ITEM 7.B. Designation of Delafield Road as a truck route
ADDED NEW ITEM: 7.D. Discussion and action on dumpster enclosure at Genesee Lake Road Park

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
Thursday, September 11, 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. 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 August 12, 2025
   B. August, 2025 payables
   C. 2026 – 2027 Waukesha County Data Processing Services Property Tax Assessment and Billing Agreement

6. PLANNING DEPARTMENT
   A. Update on Plan Commission matters
   B. Update on Zoning Code Land Use Project
   C. Discussion and action on a request by Jon Spheeris for an Extraterritorial Certified Survey Map to create two lots on property owned by William and Mary Karen Irwin. The subject property is located at W330 N247 Kettle Moraine Drive in the Town of Delafield (DELT0840994003).
   D. Discussion and action on a request by Phil Zagrodnik for a Certified Survey Map to combine multiple properties into a single lot of record on property owned by Northcrest Properties LLC, located at 34324 Delafield Road (SUMT0669053).
   E. Discussion and action on a Stormwater Maintenance Agreement with Genesee Lake Road LLC for The Bark River Conservancy development (SUMT0678996).
   F. Discussion and action on a request by John Siepmann, Siepmann Realty, for a Final Plat and related documents to accommodate a 12-lot single-family conservation type subdivision on property owned by Mark and Eileen Lurvey Trust. The subject property is located in part of the NW ¼ & SW ¼ of Section 35 T7N, R17E, at 543 S. Wayfare Trail (SUMT0714999001).

7. PUBLIC WORKS DEPARTMENT
   A. Monthly Administrative Report
   B. Discussion and action on Waterville Lake Dam ownership
   C. Discussion and action on playground equipment installation at Genesee Lake Road Park
   D. Discussion and action on dumpster enclosure at Genesee Lake Road Park

AMENDED: SEPTEMBER 9, 2025 3:30 PM
REMOVED ITEM 7.B. Designation of Delafield Road as a truck route
ADDED NEW ITEM: 7.D. Discussion and action on dumpster enclosure at Genesee Lake Road Park

8. POLICE DEPARTMENT
   A. Monthly Report

9. WESTERN LAKES FIRE DISTRICT
   A. Monthly Report

10. VILLAGE BOARD
   A. Discussion and action on options for filing a request to the Wisconsin DNR to investigate the parameters set per the 2010 order for Nagawicka Lake water levels and the Fish Hatchery Dam
   B. Discussion and action to set items for October 9, 2025 regular Village Board meeting

11. ADJOURN VILLAGE BOARD MEETING

Respectfully Submitted,

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

Next Regular Meeting: October 9, 2025 **Posted: September 9, 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.

Village Hall, 262-567-2757
Fax, 262-567-4115
Highway Dept., 262-567-2422
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Summit Village Hall ● 37100 Delafield Road ● Summit, WI 53066

AGENDA
Village Board Meeting
Thursday, September 11, 2025 at 6:30 P.M.
At the Summit Village Hall, 37100 Delafield Road

1. CALL TO ORDER
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8. POLICE DEPARTMENT

A. Monthly Report

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   A. Monthly Report

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   B. Discussion and action to set items for October 9, 2025 regular Village Board meeting

11. ADJOURN VILLAGE BOARD MEETING

Respectfully Submitted,

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

Next Regular Meeting: October 9, 2025 **Posted: September 5, 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.

VILLAGE OF SUMMIT
Payables Report for
September 11, 2025 Meeting
Prepared by Debbie Michael

Summary of August, 2025 Payables

Paid Check Batches:

	$ Amount	Description
	70,755.35	Mid Month checks

Total	$ 70,755.35	

Batches For Payment:

	$ Amount	Description
	788,301.13	August Payables
	5,500.67	Credit Card

Total	$ 793,801.80	

Total August Payables for Approval: $ 864,557.15

Approved by the Summit Village Board on this the 11th day of September, 2025

Engineering	**$**	**42,716.25**
Village		29,710.80
Billed		13,005.45
Planning		
Planner		-
Special Project		-
Billed		-
Legal	**$**	**16,863.70**
Village		10,128.30
Billed		6,735.40

BANK 59 ALL Checks

Posted From: 8/18/2025 From Account:
Thru: 9/05/2025 Thru Account:

Check Nbr	Check Date	Payee			Amount
409394	8/21/2025	AVI-SPL LLC			
AV EQUIP REPAIRS					
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT			2,469.15
AV EQUIP REPAIRS			2512694		
				Total	2,469.15
409395	8/21/2025	JODIE WRIGHT			
2025 BOARD OF REVIEW					
100-00-51531-110-000		BOARD OF REVIEW WAGES			50.00
2025 BOARD OF REVIEW			AUG 6 2025		
				Total	50.00
409396	8/21/2025	LISA MELLONE			
MAY 14 2025					
100-00-51531-110-000		BOARD OF REVIEW WAGES			50.00
MAY 14 2025			BOR 2025		
100-00-51531-110-000		BOARD OF REVIEW WAGES			50.00
2025 BOARD OF REVIEW			AUG 6 2025		
				Total	100.00
409397	8/21/2025	MATT SCHMITZ			
MAY 14 2025					
100-00-51531-110-000		BOARD OF REVIEW WAGES			50.00
MAY 14 2025			2025 BOR		
100-00-51531-110-000		BOARD OF REVIEW WAGES			50.00
2025 BOARD OF REVIEW			AUG 6 2025		
				Total	100.00
409398	8/21/2025	MUNICIPAL INSPECTORS LLC			
JULY PERMITS					
100-00-52400-290-000		BUILDING INSPECT O/S SERVICES			22,779.92
JULY PERMITS			JUL 2025		
				Total	22,779.92
409399	8/21/2025	SECURIAN FINANCIAL GROUP INC			
056302 LIFE INS					
100-00-52100-132-000		POLICE INSURANCE			203.59
056302 LIFE INS			SEPT 2025		
100-00-53300-132-000		PUBLIC WORKS INSURANCE			39.28
056302 LIFE INS			SEPT 2025		

BANK 59 ALL Checks

Posted From: 8/18/2025 From Account:
Thru: 9/05/2025 Thru Account:

Check Nbr	Check Date	Payee			Amount
100-00-51420-132-000		ADMIN C/T INSURANCE			30.89
056302 LIFE INS			SEPT 2025		
100-00-51422-132-000		VILLAGE OFFICE INSURANCE			11.88
056302 LIFE INS			SEPT 2025		
100-00-13101-000-000		ACCOUNTS RECEIVABLE OTHER			165.98
056302 LIFE INS			SEPT 2025		
				Total	451.62
409400	8/21/2025	STEVE STYZA			
MAY 14 2025					
100-00-51531-110-000		BOARD OF REVIEW WAGES			50.00
MAY 14 2025			2025 BOR		
100-00-51531-110-000		BOARD OF REVIEW WAGES			50.00
2025 BOARD OF REVIEW			AUG 6 2025		
				Total	100.00
409401	8/21/2025	WAUKESHA COUNTY			
CSM & RESOLUTION ROGERS MEMORIAL					
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE			120.00
CSM & RESOLUTION ROGERS MEMORIAL			4828811-14		
				Total	120.00
409402	8/21/2025	WISCONSIN CITY/COUNTY MANAGEMENT ASSOCIATION			
D MICHAEL MEMBERSHIP					
100-00-51420-321-000		ADMIN C/T DUES & TRAINING			184.26
D MICHAEL MEMBERSHIP			MEMBERSHIP 2025-2026		
				Total	184.26
409403	8/26/2025	TOTAL MECHANICAL			
PD EMERGENCY VESTIBULE BROKEN DOOR LOCK					
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT			736.91
PD EMERGENCY VESTIBULE BROKEN DOOR LOCK			2504558		
				Total	736.91
409404	8/28/2025	KONTNEY COMPUTER GROUP			
KEY FOB REPLACEMENT COMPUTER					
400-00-57400-000-000		CAPITAL PURCHASE			1,348.00
KEY FOB REPLACEMENT COMPUTER			08212025		
				Total	1,348.00

BANK 59 ALL Checks

Posted From: 8/18/2025 From Account:
Thru: 9/05/2025 Thru Account:

Check Nbr	Check Date	Payee			Amount
HLTH INS SEP	8/22/2025	EMPLOYEE TRUST FUNDS - INSURANCE			
EMPLOYEE SHARE HLTH				Manual Check	
100-00-21530-000-000		INSURANCE PAYABLE			2,220.43
EMPLOYEE SHARE HLTH			SEPT 2025		
100-00-51420-132-000		ADMIN C/T INSURANCE			944.77
HEALTH INS VILLAGE PORTION			SEPT 2025		
100-00-52100-132-000		POLICE INSURANCE			9,808.50
HEALTH INS VILLAGE PORTION			SEPT 2025		
100-00-53300-132-000		PUBLIC WORKS INSURANCE			3,269.50
HEALTH INS VILLAGE PORTION			SEPT 2025		
				Total	16,243.20
WRS JUL 2025	8/29/2025	EMPLOYEE TRUST FUNDS - RETIREMENT			
GENERAL				Manual Check	
100-00-53300-131-000		PUBLIC WORKS WRS			3,627.92
GENERAL			JUL 2025		
100-00-51422-131-000		VILLAGE OFFICE WRS			517.74
GENERAL			JUL 2025		
100-00-52100-131-000		POLICE WRS			614.62
GENERAL			JUL 2025		
100-00-51420-131-000		ADMIN C/T WRS			1,422.86
GENERAL			JUL 2025		
100-00-52100-131-000		POLICE WRS			19,889.15
PROTECTIVE W/SS			JUL 2025		
				Total	26,072.29
				Grand Total	70,755.35

Dated From: 9/12/2025 From Account:
Thru: 9/12/2025 Thru Account:

Voucher Nbr	Check Date	Payee			Amount
	9/12/2025	ACCURATE APPRAISAL LLC			
SEPT 2025					
100-00-51530-290-000		ASSESSOR O/S SERVICES			2,500.00
SEPT 2025			5666		
				Total	2,500.00
	9/12/2025	ACE HARDWARE OF OCONOMOWOC			
KEYKRAFTER					
100-00-55200-390-000		RECREATION EXPENSE			6.59
KEYKRAFTER			261278		
100-00-53300-350-000		PUBLIC WORKS EQUIP MAINT			21.58
BAR FLAT, LETTER & NUMBER SETS			261504		
				Total	28.17
	9/12/2025	ARC DOCUMENT SOLUTIONS LLC			
COPIES FOR OPEN RECORDS - KEMP					
100-00-13101-000-000		ACCOUNTS RECEIVABLE OTHER			16.20
COPIES FOR OPEN RECORDS - KEMP			55WII9059320		
				Total	16.20
	9/12/2025	BADGER PEST CONTROL			
TREAT/REMOVE WASP NEST AT CEMETERY					
100-00-54910-390-000		CEMETERY EXPENSE			200.00
TREAT/REMOVE WASP NEST AT CEMETERY			25248		
				Total	200.00
	9/12/2025	BADGER TRUCK EQUIPMENT			
EXTRAS: 3 WAY BALL VALVE, SPOT LTS, GRAN					
400-00-57400-000-000		CAPITAL PURCHASE			1,225.00
EXTRAS: 3 WAY BALL VALVE, SPOT LTS, GRAN			1012964 ADD ONS		
400-00-57400-000-000		CAPITAL PURCHASE			57,675.00
2025 FORD F550			1012964		
				Total	58,900.00
	9/12/2025	BUELOW VETTER BUIKEMA OLSON & VLIET LLC			
DPW PERSONNEL MATTER					
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES			227.50
DPW PERSONNEL MATTER			88		
				Total	227.50

Dated From: 9/12/2025 From Account:
Thru: 9/12/2025 Thru Account:

Voucher Nbr	Check Date	Payee			Amount
	9/12/2025	CLEAN RITE SUPPLY INC			
TISSUE, BAGS					
100-00-51600-240-000	VILLAGE HALL REPAIRS & MAINT				224.88
TISSUE, BAGS			151930		
				Total	224.88
	9/12/2025	COREY OIL LTD			
250.6 GAL DIESEL					
100-00-53300-250-000	PUBLIC WORKS FUEL				755.56
250.6 GAL DIESEL			400369		
100-00-52100-250-000	POLICE FUEL				763.89
282.4 GAL GAS			400381		
100-00-52100-250-000	POLICE FUEL				239.85
89 GAL GAS			400370		
100-00-52100-250-000	POLICE FUEL				572.49
206.30 GAL GAS			400104		
100-00-53300-250-000	PUBLIC WORKS FUEL				603.50
196.9 GAL DIESEL			403067		
100-00-52100-250-000	POLICE FUEL				983.68
336.30 GAL GAS			403068		
100-00-51600-240-000	VILLAGE HALL REPAIRS & MAINT				75.00
GASOLINE AUTOMATIC NOZZLE			611829		
				Total	3,993.97
	9/12/2025	DAN PLAUTZ CLEANING SERVICE, INC.			
AUG CLEANING					
100-00-51600-280-000	VILLAGE HALL CLEANING				780.00
AUG CLEANING			8988		
				Total	780.00
	9/12/2025	DIVERSIFIED BENEFIT SERVICES INC			
JAUG ADMIN FSA					
100-00-51600-210-000	VILLAGE HALL 3RD PARTY ADMIN				95.00
JAUG ADMIN FSA			451516		
				Total	95.00
	9/12/2025	G-BROCKS AUTO REPAIR			
2025 FORD FLAT TIRE REPAIR					

Dated From: 9/12/2025 From Account:
Thru: 9/12/2025 Thru Account:

Voucher Nbr	Check Date	Payee			Amount
100-00-52100-260-000		POLICE SQUAD REP & MAINT			35.98
2025 FORD FLAT TIRE REPAIR			156979		
				Total	35.98
	9/12/2025	GLOBE LIFE			
SUPPLEMENTAL INS					
100-00-21530-000-000		INSURANCE PAYABLE			827.38
SUPPLEMENTAL INS			SEPT 2025 31354		
				Total	827.38
	9/12/2025	ITU ABSORB TECH INC			
COVERALLS					
100-00-53300-390-000		PUBLIC WORKS EXPENSE			7.40
COVERALLS			8580886		
100-00-53300-390-000		PUBLIC WORKS EXPENSE			7.40
COVERALLS			8577084		
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT			18.79
TOWELS/MOPS			8580886		
100-00-53300-390-000		PUBLIC WORKS EXPENSE			7.40
COVERALLS			8588422		
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT			140.31
MATS, SHOP TOWELS			8588422		
100-00-53300-390-000		PUBLIC WORKS EXPENSE			7.40
COVERALLS			8584668		
100-00-53300-390-000		PUBLIC WORKS EXPENSE			7.40
COVERALLS			8592069		
				Total	196.10
	9/12/2025	JFTCO INC			
DPW GENERATOR NOT WORKING					
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT			529.24
DPW GENERATOR NOT WORKING			SIMK0080802		
				Total	529.24
	9/12/2025	JOHNSON'S NURSERY LLC			
AUG 16 YARDWASTE					
100-00-53620-000-000		GARBAGE & RECYCLING			300.96
AUG 16 YARDWASTE			08255200		
				Total	300.96

Dated From: 9/12/2025 From Account:
Thru: 9/12/2025 Thru Account:

Voucher Nbr	Check Date	Payee			Amount
	9/12/2025	KAMRON NASH			
	APWA PWX CONF HOTEL K NASH				
100-00-53300-321-000	PUBLIC WORKS DUES & TRAINING				1,169.24
	APWA PWX CONF HOTEL K NASH		5308979401		
				Total	1,169.24
	9/12/2025	KONTNEY COMPUTER GROUP			
	SERVER, DESKTOP & LAPTOP TUNEUPS				
400-00-57400-000-000	CAPITAL PURCHASE				6,542.00
	SERVER, DESKTOP & LAPTOP TUNEUPS		26081		
				Total	6,542.00
	9/12/2025	LANGE ENTERPRISES INC			
	ADDRESS SIGNS MASARIK/SPEER				
100-00-13100-000-000	CUSTOMER ACCOUNTS RECEIVABLE				77.40
	ADDRESS SIGNS MASARIK/SPEER		92241		
				Total	77.40
	9/12/2025	LF GEORGE INC			
	CHIPPER PARTS & LABOR				
100-00-53300-350-000	PUBLIC WORKS EQUIP MAINT				2,780.07
	CHIPPER PARTS & LABOR		RC53559		
				Total	2,780.07
	9/12/2025	MUNICIPAL INSPECTORS LLC			
	AUG PERMITS				
100-00-52400-290-000	BUILDING INSPECT O/S SERVICES				23,682.93
	AUG PERMITS		AUGUST 2025		
				Total	23,682.93
	9/12/2025	MUNICIPAL LAW & LITIGATION GROUP SC			
	MISC LEGAL JUl/AUG 2025				
100-00-51300-290-000	LEGAL EXPENSE O/S SERVICES				5,667.80
	MISC LEGAL JUl/AUG 2025		15542		
100-00-51300-290-000	LEGAL EXPENSE O/S SERVICES				2,722.80
	TRAFFIC JUL/AUG 2025		15542		
100-00-13100-000-000	CUSTOMER ACCOUNTS RECEIVABLE				120.00
	ROGERS		15542		
100-00-13100-000-000	CUSTOMER ACCOUNTS RECEIVABLE				195.00
	LANG		15542		

Dated From: 9/12/2025 From Account:
Thru: 9/12/2025 Thru Account:

Voucher Nbr	Check Date	Payee		Amount
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE		1,318.00
LURVEY TRUST			15542	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE		1,330.00
HANKE			15542	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE		2,540.80
BARK RIVER CONS			15542	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE		1,231.60
KUMMROW CU AMENDMENT			15542	
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES		1,200.20
LIBBEY LITIGATION			15542	
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES		190.00
WILDWOOD			15542	
100-00-51531-390-000		BOARD OF REVIEW EXPENSE		120.00
BOARD OF REVIEW			15542	
			Total	16,636.20
	9/12/2025	OCONOMOWOC LANDSCAPE SUPPLY		
STRAW 2.5 CU FT				
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT		35.98
STRAW 2.5 CU FT			S411512	
			Total	35.98
	9/12/2025	PAT'S HEATING & AIR CONDITIONING		
REPROGRAM DCA LOCKER RM				
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT		125.00
REPROGRAM DCA LOCKER RM			171055	
			Total	125.00
	9/12/2025	PROHEALTH CARE		
2 LEGAL LAB DRAWS				
100-00-52100-390-000		POLICE EXPENSE		78.78
2 LEGAL LAB DRAWS			10007615010	
			Total	78.78
	9/12/2025	SECURIAN LIFE INSURANCE COMPANY		
ACCIDENT INS				
100-00-21530-000-000		INSURANCE PAYABLE		23.22
ACCIDENT INS			76038 SEPT 2025	
			Total	23.22

Dated From: 9/12/2025 From Account:
Thru: 9/12/2025 Thru Account:

Voucher Nbr	Check Date	Payee			Amount
	9/12/2025	SHORT ELLIOTT HENDRICKSON INC			
	VILLAGE PARK PARKING LOT/STORMWATER				
400-00-57400-000-000	CAPITAL PURCHASE				6,375.00
	VILLAGE PARK PARKING LOT/STORMWATER		488376		
400-00-57400-000-000	CAPITAL PURCHASE				6,790.01
	2025 ROAD PAVING PROGRAM		488375		
100-00-13100-000-000	CUSTOMER ACCOUNTS RECEIVABLE				100.75
	WHITESTONE CHURCH		493826		
100-00-13100-000-000	CUSTOMER ACCOUNTS RECEIVABLE				6,316.45
	ROGERS		493826		
100-00-13100-000-000	CUSTOMER ACCOUNTS RECEIVABLE				341.25
	KEMP		493826		
100-00-13100-000-000	CUSTOMER ACCOUNTS RECEIVABLE				216.25
	WE ENERGIES SUGAR ISLAND		493826		
100-00-13100-000-000	CUSTOMER ACCOUNTS RECEIVABLE				1,274.50
	LURVEY - THE GATHERING		493826		
100-00-13100-000-000	CUSTOMER ACCOUNTS RECEIVABLE				97.50
	WE ENERGIES VENICE PARK RD		493826		
100-00-13100-000-000	CUSTOMER ACCOUNTS RECEIVABLE				4,068.75
	ESCHWEILER BARK RIVER CONSERVANCY		493826		
100-00-13100-000-000	CUSTOMER ACCOUNTS RECEIVABLE				97.50
	CARRIVEAU GRADING PLAN		493826		
100-00-13100-000-000	CUSTOMER ACCOUNTS RECEIVABLE				492.50
	LOEPFE CSM		493826		
100-00-53101-000-000	ENGINEERING O/S SERVICES				313.75
	ON CALL ENG JUL 2025		493827		
400-00-57400-000-000	CAPITAL PURCHASE				14,879.64
	2025 ANNUAL PAVING PROG JUL 2025		493483		
400-00-57400-000-000	CAPITAL PURCHASE				1,352.40
	VILLAGE PARK PARKING/STORMWATER JUL		493484		
				Total	42,716.25
	9/12/2025	SILVER LAKE UTILITY DISTRICT			
	FINAL 2024 TAX SETTLEMENT				
800-00-24508-000-000	SILVER LAKE UD				2,631.94
	FINAL 2024 TAX SETTLEMENT		08302025		
				Total	2,631.94

Dated From: 9/12/2025 From Account:
Thru: 9/12/2025 Thru Account:

Voucher Nbr	Check Date	Payee			Amount
	9/12/2025	SOMAR TEK LLC/SOMAR ENTERPRISES			
NOTEBOOKS 20					
100-00-52100-390-000		POLICE EXPENSE			86.80
NOTEBOOKS 20			103624		
				Total	86.80
	9/12/2025	STANDARD INSURANCE COMPANY RC			
STD LTD INS					
100-00-52100-132-000		POLICE INSURANCE			760.53
STD LTD INS			SEPT 2025		
100-00-53300-132-000		PUBLIC WORKS INSURANCE			242.25
LTD STD INS			SEPT 2025		
100-00-51422-132-000		VILLAGE OFFICE INSURANCE			31.93
STD LTD INS			SEPT 2025		
100-00-51420-132-000		ADMIN C/T INSURANCE			83.49
STD LTD INS			SEPT 2025		
				Total	1,118.20
	9/12/2025	STERLING MAINZ & SONS			
CHICAGO SL-CLOSE KIT W/HANDLE					
100-00-55200-390-000		RECREATION EXPENSE			137.00
CHICAGO SL-CLOSE KIT W/HANDLE			144294		
				Total	137.00
	9/12/2025	STRAND ASSOCIATES INC			
N DOUSMAN RD TRL TAP REIMB					
400-00-57400-000-000		CAPITAL PURCHASE			6,977.89
N DOUSMAN RD TRL TAP REIMB			0228144		
400-00-57400-000-000		CAPITAL PURCHASE			1,744.47
N DOUSMAN RD TRL STEWARDSHIP GRANT			0228144		
400-00-57400-000-000		CAPITAL PURCHASE			871.34
N DOUSMAN RD TRAIL TAP REIMB			0227460		
400-00-57400-000-000		CAPITAL PURCHASE			217.83
N DOUSMAN RD TRAIL STEWARDSHIP GRNT			0227460		
				Total	9,811.53
	9/12/2025	SUMMIT UTILITY DISTRICT #2			
FINAL 2024 SETTLEMENT					

Dated From: 9/12/2025 From Account:
Thru: 9/12/2025 Thru Account:

Voucher Nbr	Check Date	Payee			Amount
800-00-24503-000-000		SUMMIT UTILITY DISTRICT #2			3,217.90
FINAL 2024 SETTLEMENT			2024 TAX 08202025		
				Total	3,217.90
	9/12/2025	TOP PACK DEFENSE			
HAZELTON					
100-00-52100-313-000		POLICE CLOTHING ALLOW			611.70
HAZELTON			16919		
				Total	611.70
	9/12/2025	WAUKESHA COUNTY TREASURER			
JUL 2025 PRISONER HOUSING 1					
100-00-52100-390-000		POLICE EXPENSE			31.27
JUL 2025 PRISONER HOUSING 1			CINV2025-01090		
				Total	31.27
	9/12/2025	WISCONSIN PROFESSIONAL POLICE ASSOCATION INC			
SEPT 2025 UNION PAC 8					
100-00-21550-000-000		UNION DUES			0.80
SEPT 2025 UNION PAC 8			25062		
100-00-21550-000-000		UNION DUES			364.80
SEPT 2025 UNION LEER 8			25710		
100-00-21550-000-000		UNION DUES			48.00
SEPT 2025 UNION ELPP 8			120458E		
				Total	413.60
	9/12/2025	WOLF PAVING CO INC			
3/4" RAP AGGREGATE FOR SHOULDERING					
100-00-53300-370-000		PUBLIC WORKS ROAD MAINTENANCE			227.85
3/4" RAP AGGREGATE FOR SHOULDERING			52040		
400-00-57400-000-000		CAPITAL PURCHASE			1,900.00
VILLAGE PARK PARKING LOT			51881		
400-00-57400-000-000		CAPITAL PURCHASE			376,170.39
ANNUAL ROAD PAVING PROGRAM			51881		
100-00-53300-370-000		PUBLIC WORKS ROAD MAINTENANCE			103.65
6.91 TON 3/4" RAP AGGREGATE			52474		
400-00-57400-000-000		CAPITAL PURCHASE			229,116.85
2025 ROAD PAVING PROGRAM			52451		
				Total	607,518.74

Dated From: 9/12/2025 From Account:
Thru: 9/12/2025 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
		Grand Total	788,301.13

VILLAGE OF SUMMIT
US BANK CREDIT CARD
08/12/2025

Description	G/L Acct	$$$	**25-Aug-25**						
Customer AR	13101-000	$0.00							
VB Dues/Training	51100-315	$0.00							
Village Brd Exp	51100-390	$0.00							
VO Dues/Training	51422-321	$0.00							
Elections	51440-390	$0.00							
BOR Exp	51531-390	$0.00							
VH Utility	51600-220	$766.77	$136.77	$550.00	$80.00				
VH Maint/Rep	51600-240	$147.37	$132.38	$14.99					
VH Lease/Rental Equip	51600-291	$0.00							
VH IT Subscriptions	51600-320	$160.00	$160.00						
VH Exp	51600-390	$17.80	$17.80						
Police Sqd Maint/Rep	52100-260	$0.00							
Police Dispatch/Radio	52100-270	$190.05	$190.05						
Police Training & Supp	52100-312	$2,870.25	$2,795.25	$75.00					
Police Cloth Allow	52100-313	$209.21	$174.26	$34.95					
Police Exp	52100-390	$893.22	$76.99	$199.98	$227.88	$165.60	$44.77	$50.00	$128.00
Water Patrol Exp	52101-390	$0.00							
Comm Outreach	52105-000	$63.79	$32.98	$30.81					
PW Dues & Training	53300-321	$0.00							
PW Ice Snow	53300-340	$0.00							
PW MS4	53300-345	$0.00							
PW Equip Maint	53300-350	$0.00							
PW Road Maint	53300-370	$19.84	$19.84						
PW Exp	53300-390	$41.50	$41.50						
Cemetery Exp	54910-390	$10.83	$10.83						
Recreation Exp	55200-390	$110.04	$110.04						
Capital Purchase	57400-000	$0.00							
Total		**$5,500.67**							

			Total from CC Statement:	5,500.67
			Total from above:	5,500.67
			Difference:	0.00

Company Name: VILLAGE OF SUMMIT
Corporate Account Number:
Statement Date: 08-25-2025

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-13	08-12	24755425224292243591533	CHEAPERTHANDIRTCOM 800-4218047 TX	2,795.25
08-14	08-13	24000975225240403974367	THE UPS STORE 5563 262-5601506 WI	44.77
08-15	08-14	24692165226108984368244	AMAZON MKTPL*XU1C34SD3 AMZN.COM/BILL WA	32.98
08-22	08-21	24116415234451772763284	AURORA PATIENT PAYMENT 888-863-5502 WI	50.00
08-25	08-24	24204295236000400614216	MSFT * E0400X0PYV 800-6427676 WA	128.00

52100-312
390
52105
390
" "

DEPT OF PUBLIC WORKS

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$329.58	$0.00	$329.58

53300-370 = $19.84
55200-390 = $110.04
54910-390 = $10.83

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-29	07-28	24122595209030020111173	TIMS AUTO PARTS OCONOMOWOC WI	140.71
08-06	08-05	24692165217100891720287	AMAZON MKTPL*AK1VP0VT3 AMZN.COM/BILL WA	41.50
08-11	08-09	24692165221104488862589	AMAZON MKTPL*V49CM2VT3 AMZN.COM/BILL WA	132.38
08-11	08-08	24941665220188371487926	FLEET FARM 5000 OCONOMOWOC WI	14.99

53300-390
51600-240

VILLAGE OF SUMMIT

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$1,134.62	$0.00	$1,134.62

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-01	08-01	24204295213000300928051	MSFT * E0800WZE0U 800-6427676 WA	160.00
08-06	08-05	24692165217100391217735	VZWRLSS*APOCC VISB 800-922-0204 FL	190.05
08-07	08-06	24639235218900015100076	COMPLETE OFFICE OF W 206-3365175 WI	17.80
08-07	08-06	24692165218101411089343	SPECTRUM 855-707-7328 MO	136.77
08-07	08-06	24692165218101411094343	SPECTRUM 855-707-7328 MO	550.00
08-07	08-06	24692165218101411115536	SPECTRUM 855-707-7328 MO	80.00

51600-320
52100-270
51600-390
51600-220

BRIAN M WRAALSTAD

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$105.81	$0.00	$105.81

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-28	07-25	24226385207012343943303	WAL-MART #1678 DELAFIELD WI	30.81
08-22	08-21	24692165233105335500864	SQ *LAW ENFORCEMENT TRAIN GOSQ.COM WI	75.00

52105
52100-312

Department: 00000 Total: $5,500.67
Division: 00000 Total: $5,500.67

Company Name: VILLAGE OF SUMMIT
Corporate Account Number:
Statement Date: 08-25-2025

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-13	08-12	24755425224292243591533	CHEAPERTHANDIRTCOM 800-4218047 TX	2,795.25
08-14	08-13	24000975225240403974367	THE UPS STORE 5563 262-5601506 WI	44.77
08-15	08-14	24692165226108984368244	AMAZON MKTPL*XU1C34SD3 AMZN.COM/BILL WA	32.98
08-22	08-21	24116415234451772763284	AURORA PATIENT PAYMENT 888-863-5502 WI	50.00
08-25	08-24	24204295236000400614216	MSFT * E0400X0PYV 800-6427676 WA	128.00

DEPT OF PUBLIC WORKS (4185 5210)

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$329.58	$0.00	$329.58

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-29	07-28	24122595209030020111173	TIMS AUTO PARTS OCONOMOWOC WI	140.71
08-06	08-05	24692165217100891720287	AMAZON MKTPL*AK1VP0VT3 AMZN.COM/BILL WA	41.50
08-11	08-09	24692165221104488862589	AMAZON MKTPL*V49CM2VT3 AMZN.COM/BILL WA	132.38
08-11	08-08	24941665220188371487926	FLEET FARM 5000 OCONOMOWOC WI	14.99

VILLAGE OF SUMMIT

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$1,134.62	$0.00	$1,134.62

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-01	08-01	24204295213000300928051	MSFT * E0800WZE0U 800-6427676 WA	160.00
08-06	08-05	24692165217100391217735	VZWRLSS*APOCC VISB 800-922-0204 FL	190.05
08-07	08-06	24639235218900015100076	COMPLETE OFFICE OF W 206-3365175 WI	17.80
08-07	08-06	24692165218101411089343	SPECTRUM 855-707-7328 MO	136.77
08-07	08-06	24692165218101411094343	SPECTRUM 855-707-7328 MO	550.00
08-07	08-06	24692165218101411115536	SPECTRUM 855-707-7328 MO	80.00

BRIAN M WRAALSTAD

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$105.81	$0.00	$105.81

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-28	07-25	24226385207012343943303	WAL-MART #1678 DELAFIELD WI	30.81
08-22	08-21	24692165233105335500864	SQ *LAW ENFORCEMENT TRAIN GOSQ.COM WI	75.00

Department: 00000 Total: $5,500.67
Division: 00000 Total: $5,500.67

52100-
512
390
52105
390
" "

53300-370 = $19.8
55200-390 = $10.0
54910-390 = $10.8

53300-390
51600-240

51600-320
52100-270
51600-390
51600-220

52105
52100-312

VILLAGE OF SUMMIT

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: September 5, 2025

Re: CONSENT AGENDA – Property Tax Assessment & Billing Contract with Waukesha County

BACKGROUND: The Village has historically contracted with Waukesha County for Data Processing Services related to Property Tax Assessment and Billing.
Historical amounts: $5,150 for 2024 and $5,400 for 2025

Projected amounts: $5,174 for 2026 and $5,356 for 2027

This is an increase in the rate of 4% for the next two years.

ATTACHMENTS: Agreement

FISCAL IMPACT: Slight change each year depending on if total tax bill counts increase or decrease

Staff recommends approval of Agreement as approval of the Consent Agenda

WAUKESHA COUNTY
DATA PROCESSING SERVICES
PROPERTY TAX ASSESSMENT AND BILLING

This Agreement is entered into this 11 day of September, 2025, by and between Waukesha County, a municipal corporation, hereinafter referred to as the County, located at 515 W. Moreland Blvd., Waukesha, WI 53188 and VILLAGE OF SUMMIT, hereinafter referred to as the Municipality, located at 37100 DELAFIELD RD, SUMMIT, WI 53066-9101. The authority for this agreement is that contained in the Wisconsin Statutes Section 66.0301, which permits intergovernmental cooperation for public purposes.

By this agreement, the County proposes to provide data processing services and access to some functionality and data within the Property Tax Application (PTA) Tax Software System, to assist the Municipal Assessors, Clerks and Treasurers (hereinafter collectively referred to as "Municipality") in the preparation of notices of assessment, assessment rolls and tax bills.

1. The County proposes to provide the following services, electronic reports and forms to Municipality as part of the Tax Listing Services provided to municipality at no charge:

    A. Maintenance of an Assessment tax file database.
    B. Maintain special districts' codes.
    C. Electronic Assessment Rolls.
    D. Statement of Assessment Summary transmitted to DOR.
    E. Make and keep accurate lists and descriptions of all real property parcels in the county which are subject to tax and also those which are exempt from such tax.
    F. Provide various reports, maps and descriptions of Real Property Tax parcels in the County for the Assessors, upon request.
    G. Supply electronic versions of State of Wisconsin Prescribed Forms of assessment, to the Assessors and Clerks of cities, towns and villages within the County, as needed in the discharge of their duties.
    H. Provide assessors with electronic copies of all new pertinent platted information for the municipality the assessor is working with.
    I. Provide the necessary research for determination of status of ownership of all real property parcels within Waukesha County, as needed to clarify the property tax roll.
    J. Availability to obtain the following reports and lists from the County:
        a) Assessment roll cross reference lists by name or address
        b) Property Assessment Roll
        c) Reports for property specific data maintained in the PTA Property Assessment / Tax System.

2. The County proposes to provide the following services to the Municipality for a charge.

    A. The County will provide forms and/or PTA Access for the Municipality to utilize for calculation and preparation of the property tax bills:
        1. Delinquent personal property worksheet (PTA Access)
        2. Billing parameter worksheet (PTA Access)
        3. Special assessment worksheet
        4. Tax Rate Worksheet (PTA Access)
        5. Special Assessment Charges applied to Special Purpose Districts (PTA Access)

6. Posting of special assessments to be placed on the tax bill
7. Edits and lists of special assessments as entered
8. Tax rates to be used for tax billing entered on the computer
9. List of the tax rates used

B. The County will provide these services and/or electronic reports:
   1. Calculating of tax bills, as well as calculation audit listing
   2. Preliminary tax roll or one line roll report
   3. Posted tax roll
   4. Identify and coordinate a private vendor to print and process tax bills. Said vendor may also offer envelope supplies and printing, mailing and postage services. Any costs incurred for the printing of inserts, envelopes, postage and mailing or delivery of tax bills will be the sole responsibility of Municipality. The County is responsible for the printing of the tax bill. NOTE: Should Municipality choose to contract independently with an alternate vendor for tax bill printing, County will provide Municipality with a PDF file containing the calculated and formatted tax bills. Municipality and its vendor shall be responsible for ensuring that all forms and tax information provided by County shall be used only for authorized purposes.

C. The County will also provide other related services, for an additional charge beyond this contract amount, with the mutual consent of both the County and the Municipality.

3. The Municipal Clerk shall transmit to the County any special assessments, special charges, and delinquent utility charges for entry on the current tax roll by November 15 or the due date provided by Tax Listing during the annual planning meeting. The County will supply specific instructions for transmittal.

4. The Municipal Clerk shall approve all inserts to be included in the tax bill mailing with the tax bill printer by November 20 or the due date provided by Tax Listing during the annual planning meeting.

5. Municipal Clerks shall transmit to the County, upon adjournment of the local budget hearing and receipt of State Aid amounts, the information for setting tax rates. The County will provide the worksheets and instructions.

6. As soon as possible, the local Assessor shall bring the <u>preliminary</u>, <u>open book and Board of Review</u> Assessment values to the County, at each of these 3 stages of the Property Assessment Valuation process. Said assessment values are to be transmitted electronically.

7. If the municipality chooses not to use the Property Assessment Roll generated from the PTA Tax System as the 'Official Roll' for the Open Book/Board of Review procedures, the municipality agrees to accept responsibility for balancing the property specific data (acres, property class code, assessed valuations and taxing jurisdictions) at the tax key level. The numbers in the PTA Tax System will represent the tax base amounts used for the preparation and calculation of the individual tax bills.

8. The municipality will use the 2026 (and future years in the event this contract is extended) Property Assessment Roll generated by the County as the Official Roll present during the Board of Review.

9. The Municipality acknowledges that failure to comply with these limits and other reasonable time limits established by the County may result in delayed availability of the information to be provided by this agreement. In view of this fact, the Municipality will indemnify and hold harmless the County, its officers, employees and agents for any and all damages, expenses, and losses that may occur due to the County's inability to comply with the agreement due to the fault of the Municipality or the Municipality's officers, agents or employees.

10. The municipality agrees to abide by the terms and conditions of the Memorandum of Understanding and Policies for Municipalities Accessing the PTA (Tax) System dated October 5, 2011. As part of the acceptance of the above-referenced Memorandum of Understanding, the municipal agent(s) provided with an ID granting access to the County System is/are accepting responsibility for adherence to the Technology Use Policy incorporated by reference.

11. The term of this agreement shall be for two (2) years commencing January 1, 2026, and expiring on December 31, 2027 and therefore data processing services shall be provided for taxes of 2026 and 2027 due in the subsequent year. The Municipality will be invoiced twice a year in May and September. The terms will be net 30 days.

12. The following rates will be charged for these services:

Per Parcel	2026 Rates	2027 Rates
Taxes	$1.99	$2.06

13. The Municipality will indemnify, defend and hold harmless the County, its officers, employees and agents for any and all damages, expenses, and losses that may arise from the County's performance or inability to perform its obligations under this Agreement caused by act, error or omission of the Municipality or the Municipality's officers, agents or employees. The County will indemnify, defend and hold harmless the Municipality, its officers, employees and agents for any and all damages, expenses, and losses that may arise from the Municipality's performance or inability to perform its obligations under this Agreement caused by act, error or omission of the County or the County's officers, agents or employees. Nothing contained within this agreement is intended to be a waiver or estoppel of the contracting Municipality or County or either of its insurers to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statues 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the Municipality or County or its insurers shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

14. Each party shall have the right to terminate this agreement effective at the end of the term upon the giving of twelve (12) months written notice prior to the expiration of the term.

15. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter thereof.

16. Any notices that must be provided during the term of this contract or issues that arise regarding administration of this contract can be directed to:

i. County Contact Person

Primary Contact Name: Candace White, Community Services Representative
Address: 515 W. Moreland Blvd
Waukesha, WI 53188
Phone Number: 262-548-7597

ii. Municipal Contact Person

Contact Name: Debra Michael
Address: 37100 Delafield Rd.
Summit, WI 53066
E-mail: administrator@villageofsummitwi.gov
Phone Number: 262-567-2757

Waukesha County

By: _____

Andrew Thelke
Waukesha County Department of Administration
Director of Administration

VILLAGE OF SUMMIT

By: _____

_____

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: September 11, 2025

Re: **Extraterritorial Certified Survey Map – Town of Delafield**
W330 N247 Kettle Moraine Drive (CTH C) DELT0840994003

BACKGROUND:
See 8/21/2025 Plan Commission Staff Report. At the August 21, 2025 meeting, Plan Commission unanimously recommended that Village Board acknowledge the proposed CSM for the creation of two lots on property located at W330 N247 Kettle Moraine Drive and report no objections to the Town of Delafield and Waukesha County.

ATTACHMENTS: 8/21/2025 Plan Commission report
Waukesha County and Town of Delafield comments
Revised Certified Survey Map dated 9/2/2025

FISCAL IMPACT: None.

RECOMMENDED MOTION:
Acknowledge the proposed Certified Survey Map for the creation of two lots on property located at W330 N247 Kettle Moraine Drive, subject to the following conditions:

A. **APPROVALS FROM ALL OBJECTING AND APPROVING BODIES**: Petitioner shall satisfy all comments, conditions and concerns of the Town of Delafield, City of Delafield, and Waukesha County.

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

C. **ONE YEAR TO SATISFY CONDITIONS**. Subject to the Petitioner satisfying all of the aforementioned conditions within one year of the Village Board granting acknowledgement of the CSM.

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

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

TO: Jim Siepmann, Plan Commission chairman
Plan Commission members

FROM: Amy Barrows, Village Planner

PC DATE: August 21, 2025

SUBJECT: Extraterritorial Certified Survey Map – Town of Delafield
W330 N247 Kettle Moraine Drive (CTH C)

APPLICANT: Jon Spheeris

OWNER: William and Mary Karen Irwin

Recommended Motion:

Motion to recommend Village Board acknowledge the proposed CSM for the creation of two lots on property located at W330 N247 Kettle Moraine Drive and report no objections to the Town of Delafield and Waukesha County.

Background:
The applicant is proposing to split an 11.8-acre property with access via a private road into two lots that will continue to have access via a private road. Lot 1 will be 3.13 acres and Lot 2 will be 8.7 acres. The property is located in the Town of Delafield.

The enclosed CSM is being reviewed by the Village of Summit since the property falls within 1.5 miles of the Village limits. The subject property is located approximately 3,660 feet (0.7 miles) east of the Village boundary between Cushing Park Road and Kettle Moraine Drive. The proposed land division does not impact the Village's growth or planning objectives, including factors such as land use, the park system, and traffic in the Village.

A detailed review of the Certified Survey Map was not completed by Village Staff. The Village relies on the Town and County to complete the technical review.

Paul Farrow
County Executive

Dale R. Shaver
Director

Waukesha County
Department of Parks and Land Use

COMMENTS ADDRESSED BY LANDTECH SURVEYING 08/28/2025

TO: Town of Delafield Clerk

NOTICE OF: Conditional Approval of Certified Survey Map

DATE OF REVIEW: August 12th, 2025

RE: Certified Survey Map for: **William and Mary Karen Irwin**
File No. SCS-1558

LOCATION: Lot 2, Certified Survey Map No. 8537, part of the SE ¼ of Section 30, T7N R18E, Town of Delafield. More specifically, the property is located at W330 N247 County Road C.

TAX KEY NO: DELT 0840.994.003

SUBMITTED BY: William and Mary Karen Irwin
W330 N247 County Road C
Delafield, WI 53018

SURVEYOR: Matthew O'Rourke
Land Tech Surveying
955 Lexington Dr.
Oconomowoc, WI 53066

DATE RECEIVED: July 15, 2025

DATE OF CSM: July 15, 2025

APPLICABILITY: The above subject Certified Survey Map has been reviewed by the staff of the Waukesha County Department of Parks and Land Use pursuant to the provisions of the Waukesha County Shoreland and Floodland Subdivision Control Ordinance authorized by S.236.34 and S.236.45, Wisconsin Statutes.

REMARKS: Conditional Approval of this Certified Survey Map is based on the following conditions being satisfied prior to the Director affixing his signature to the Final Certified Survey Map:

1. **Please submit a revised Certified Survey Map for review and approval that resolves the conditions listed below. Our office will contact you once we have reviewed the revised CSM and advise if your CSM has been approved.**

2. **When all conditions have been resolved and final approval is obtained, please contact the County Planning and Zoning Division Office to schedule an appointment for the County signature on an original copy of the Final Certified Survey Map as prepared and provided by your surveyor to the recording requirements stated in Chapter 236 of the State Statutes.**

3. **Please be advised that the CSM, and its subsequent revisions, that are the subject of the County's review, must be recorded with the Waukesha County Register of Deeds office within one (1) year of the date of this CSM Conditional Review Letter or the review is nullified, and the applicant must resubmit documentation and payment for a new review.**

4. All easements, such as proposed or existing drainage ways, access, sanitary sewer and/or utility easements shall be shown on the CSM. Any related recorded document numbers shall also be noted on the CSM. Specifically, please identify the document number for the ingress/egress easement.
   AS SHOWN
5. We recommend that a note be placed on the CSM regarding the ownership and maintenance responsibilities for the proposed ingress and egress easement.
   THIS WILL BE COVERED IN THE EASEMENT DOCUMENTS.
6. Replace the notes for "Waukesha County Shoreland and Floodland Protection Ordinance" with "Waukesha County Shoreland Protection Ordinance".
   REVISED
7. All buildings on the adjacent lots that are located within 50 feet of the exterior boundary of this Certified Survey Map must be shown on the Certified Survey Map and labeled as to their use. Specifically, the home on the lots to the east.
   ADDED
8. At least one suitable soil boring will be required on the newly created lot and a Preliminary Site Evaluation (PSE) will be required for the existing septic system.
   ADDED
9. The approval of this CSM is conditioned upon Town approval of a new lot not abutting a public road and the number of accessory structures (3).

10. The property is currently zoned A-1 on the Town of Delafield's Zoning Map. The A-1 district requires a 40-acre minimum lot size. Through discussions between Waukesha County and Town of Delafield staff, this property is seeking a zoning map amendment to the A-2 zoning district, which requires a 3-acre minimum lot size, at the August 5th meeting of the Town Planning Commission and expected to receive County approval in September. This Certified Survey Map approval is conditioned upon the subsequent zoning map amendment approvals being in place prior to the County signing the CSM.

11. Due to steep topography on the lot and to ensure a buildable envelope is present, the topography shall be shown on Sheet 1 of the CSM and slopes 12% or greater identified by shading or other methods.
    ADDED
12. There are multiple wetland areas noted from the Waukesha County GIS. A note shall be added to the document that states' "The wetland boundary shown on this Certified Survey Map is an approximate boundary taken from the Wisconsin Department of Natural Resources Wetland Inventory Map. If a future building/structure is proposed to be constructed in close proximity to the wetland, it may be necessary for the wetland boundary to be field delineated. All setbacks required by the Waukesha County Shoreland Protection Ordinance or Town of Delafield Zoning Code at the time of development shall apply." There are several intermittent streams mapped on the subject lands. The waterway(s) and the top of bank elevation shall be identified on the face of the CSM. A note shall be added stating that a navigability determination has not been made.
    NOTE ADDED, INTERMITTENT STREAM SHOWN PER GIS
13. This Certified Survey Map is located in an area with mapped soils known to be hydric with a depth to water table of less than one foot. Therefore, the following restriction must be placed on the Certified Survey Map:
    NOTE ADDED

    BASEMENT RESTRICTION – GROUNDWATER

    This Certified Survey Map is located in an area with mapped hydric soils. The Waukesha County Shoreland Protection Ordinance currently requires that the lowest level of any residence must be at an elevation that is at least one (1) foot higher than the highest seasonal groundwater level, unless a variance from that requirement is obtained from the Waukesha County Board of Adjustment. Therefore, additional soil testing in the vicinity of any proposed residence (or addition) will be required to ensure compliance with this requirement. If the requirement regarding vertical separation distance from the highest seasonal groundwater level is modified by a future amendment to the Waukesha County Shoreland Protection Ordinance, the requirement at the time of construction shall apply. All groundwater separation requirements set forth by the Town of Delafield must also be complied with.

14. The Plan Commission signature block shall be revised as follows:
    ADDED
    Jennifer Janusiak, Chair
    Michelle Luedtke, Administrator - Clerk / Treasurer

15. The Town Board signature blocks shall be updated as follows:
    ADDED
    Edward Kranick, Chair
    Michelle Luedtke, Administrator - Clerk / Treasurer

16. If there is an outstanding mortgage on the property, a Signature Certificate for the mortgage holder must be added to the Certified Survey Map.
    NO MORTGAGE

SIGNED: **EVAN G. HOIER**
Evan G. Hoier, Senior Land Use Specialist
(262) 548-8509

REVIEWED AND APPROVED BY: _____
Jacob Heermans, Senior Planner

cc: William and Mary Karen Irwin, owners, marykarenirwin@gmail.com *(via email only)*
Matthew O'Rourke, surveyor, morourke@landtechwi.com (v*ia email only*)
Jon Spheeris, applicant, jon@cb-elite.com (*via email only*)
Rebekah Leto, Town Planner, planner@townofdelafield.org (*via email only*)
Skylar Behm, Waukesha County Environmental Health (*via email only*)
File

N:\PRKANDLU\Planning and Zoning\Certified Survey Maps\PROJECT FILES\Delafield\1558 Irwin\1558 Irwin Review Letter.docx

Chair
Edward Kranick
Supervisors
Joe Woelfle
Magalie Miller
Terry Mahoney-Ogden
Scott Berkowitz
Administrator
Michelle Luedtke

To: Jon Spheeris,

From: Rebekah Leto, Town Planner

RE: Irwin CSM comments

Date of CSM: July 16, 2025

Date: August 18, 2025

The following comments must be addressed on a revised CSM and submitted via email to the Town Planner for final review and approval, prior to a Final Certified Survey Map being printed and submitted for signatures.

1. On Sheet 1, identify symbol for the set monument and describe accordingly.
   ADDED
2. On Sheet 3, add the set monument symbol to legend and describe accordingly.
   ADDED
3. The surveyor's signature, seal and same revision date shall be shown on each page.
   ADDED UPON APPROVAL
4. The scale and scale bar on Sheet 1 and the scale bar on Sheet 3 should be verified.
   1/200 & 1/40 AS SHOWN
5. There's a typo in the surveyor's certificate of the volume number of the recorded CSM 8537. It should be 75, not 45.
   REVISED
6. The solid hexagon symbol is missing from the legend shown on sheet 3.
   ADDED
7. Update the Plan Commission certificate to Jennifer Janusiak, Chairperson, and Michelle Luedtke, Town Clerk/Administrator.
   REVISED
8. Update the Town Board certificate to Edward Kranick, Chairperson, and Michelle Luedtke, Town Clerk/Administrator.
   REVISED
9. There appears to be an intermittent stream on proposed Lot 2. The stream shall be shown with the top of bank identified and a note that says "navigability of this intermittent stream has not been determined." The County may require that navigability be determined and if so, that determination must be stated.
   SHOWN PER GIS
10. Note that the source of the wetlands is from the 2015 wetland inventory as shown on the County GIS.
    ADDED
11. Note that the source of the Primary Environmental Corridor is from the 2015 SEWRPC records as shown on the County GIS.
    NOTE ADDED

12. Documentation from the Waukesha County Environmental Health Division shall be submitted that indicates suitable soils have been found on site that would allow for a septic system for a new residential home.

13. An easement and driveway maintenance agreement shall be prepared by the petitioner and submitted to the Town Planner for review and approval. The easement and driveway maintenance agreement recorded document number shall be identified on the CSM.
14. The existing share driveway easement shall be modified to incorporate the new lot utilizing the shared driveway over Outlot 1 of CSM 8537. A copy of this agreement shall be provided to the town for their records.

15. The pending rezone from the A-1 Agricultural District to the A-2 Rural Home District shall be approved by the County Board, prior to the Town signing the final CSM.

16. All Waukesha County and Extra-territorial review entity comments shall be addressed.

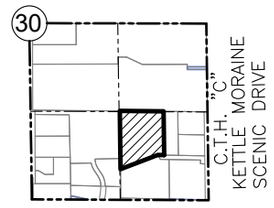
CC: Dave Reiter, Town Engineer
Evan Hoier, Waukesha County Planning
Matt O'Rourke, Surveyor
Mary Irwin, Owner

WAUKESHA CO. CERTIFIED SURVEY MAP NO. ____

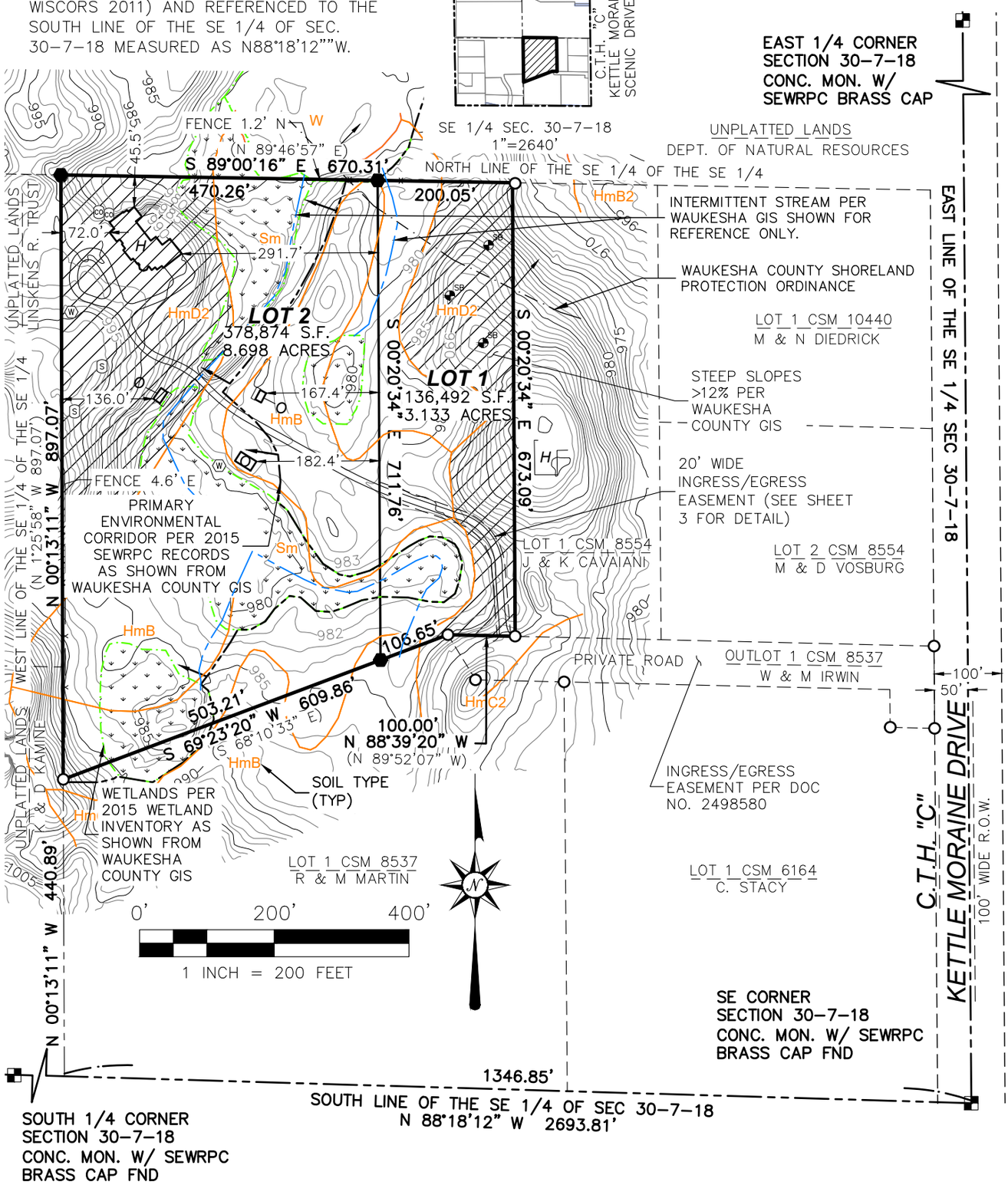
LOT 2 OF CSM 8537, RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE IN VOL 75, P.44-46, ON MAY 14TH, 1998 AS DOCUMENT NO. 2318301, BEING A PART OF THE SOUTHEAST 1/4 OF THE SE 1/4 OF SECTION 30, TOWN 7 NORTH, RANGE 18 EAST, TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

BEARINGS BASED ON GRID NORTH OF THE WISCONSIN COUNTY COORDINATE SYSTEM, WAUKESHA COUNTY ZONE (NAD 83 WISCORS 2011) AND REFERENCED TO THE SOUTH LINE OF THE SE 1/4 OF SEC. 30-7-18 MEASURED AS N88°18'12""W.

VICINITY MAP



SE 1/4 SEC. 30-7-18
1"=2640'



- SEE SHEET 3 FOR LEGEND AND EASEMENT DETAIL.
- SEE SHEETS 4-5 FOR NOTES.

PREPARED FOR:
WILLIAM L & MARY KAREN IRWIN
2014 JOINT REVOCABLE TRUST
W330N247 COUNTY ROAD C
DELAFIELD, WI 53018

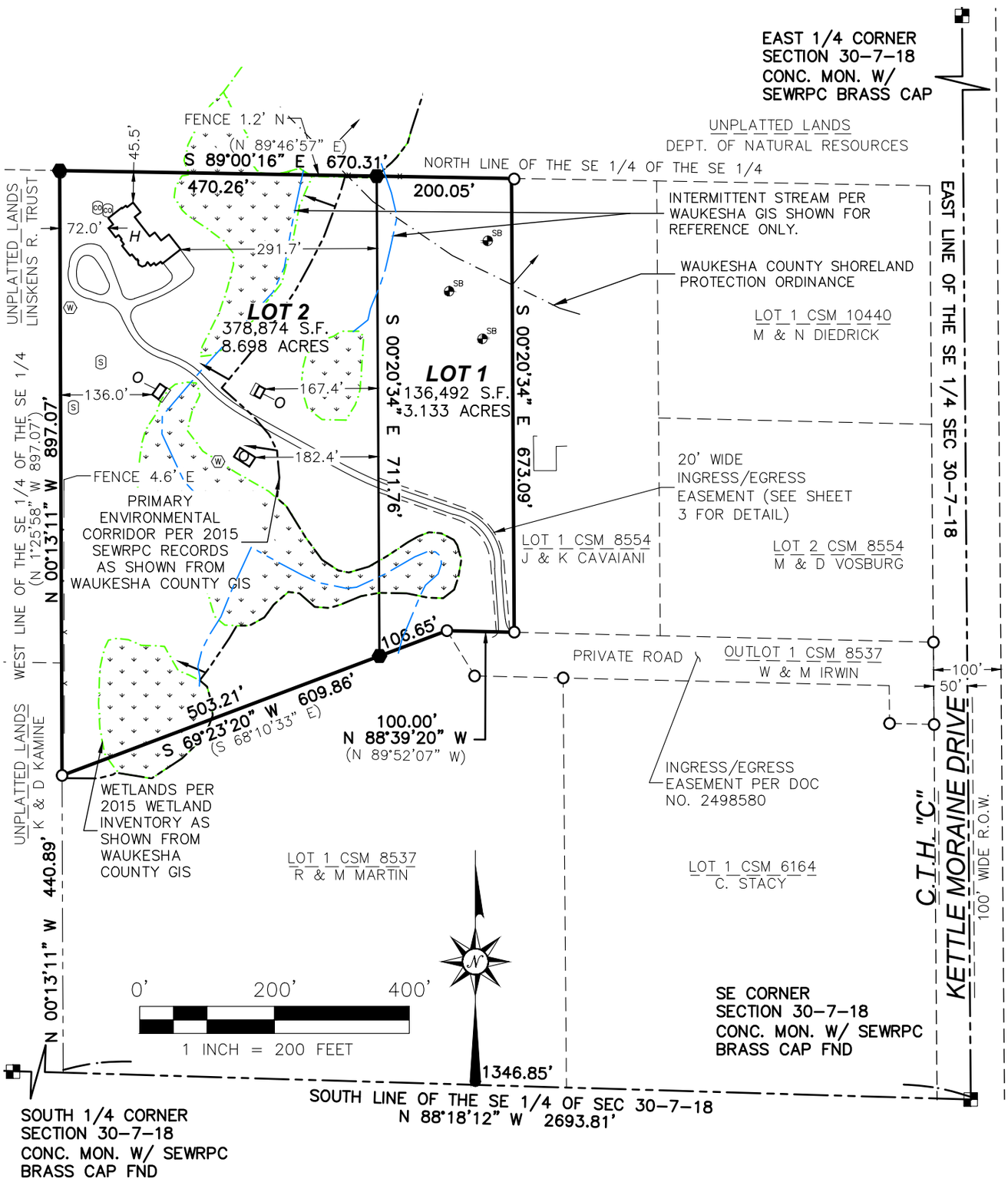
LandTech SURVEYING
LAND SURVEYING • LAND PLANNING
955 LEXINGTON DRIVE
OCONOMOWOC, WI 53066
WWW.LANDTECHWI.COM
(262) 367-7599

REV 09/02/2025
REV 08/28/2025
REV 07/16/2025
DATED 07/15/2025
JOB# 25172
SHEET 1 OF 7

THIS INSTRUMENT WAS DRAFTED BY MATTHEW T. O'ROURKE, S-2771

WAUKESHA CO. CERTIFIED SURVEY MAP NO. ____

LOT 2 OF CSM 8537, RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE IN VOL 75, P.44-46, ON MAY 14TH, 1998 AS DOCUMENT NO. 2318301, BEING A PART OF THE SOUTHEAST 1/4 OF THE SE 1/4 OF SECTION 30, TOWN 7 NORTH, RANGE 18 EAST, TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.



REV 09/02/2025
REV 08/28/2025
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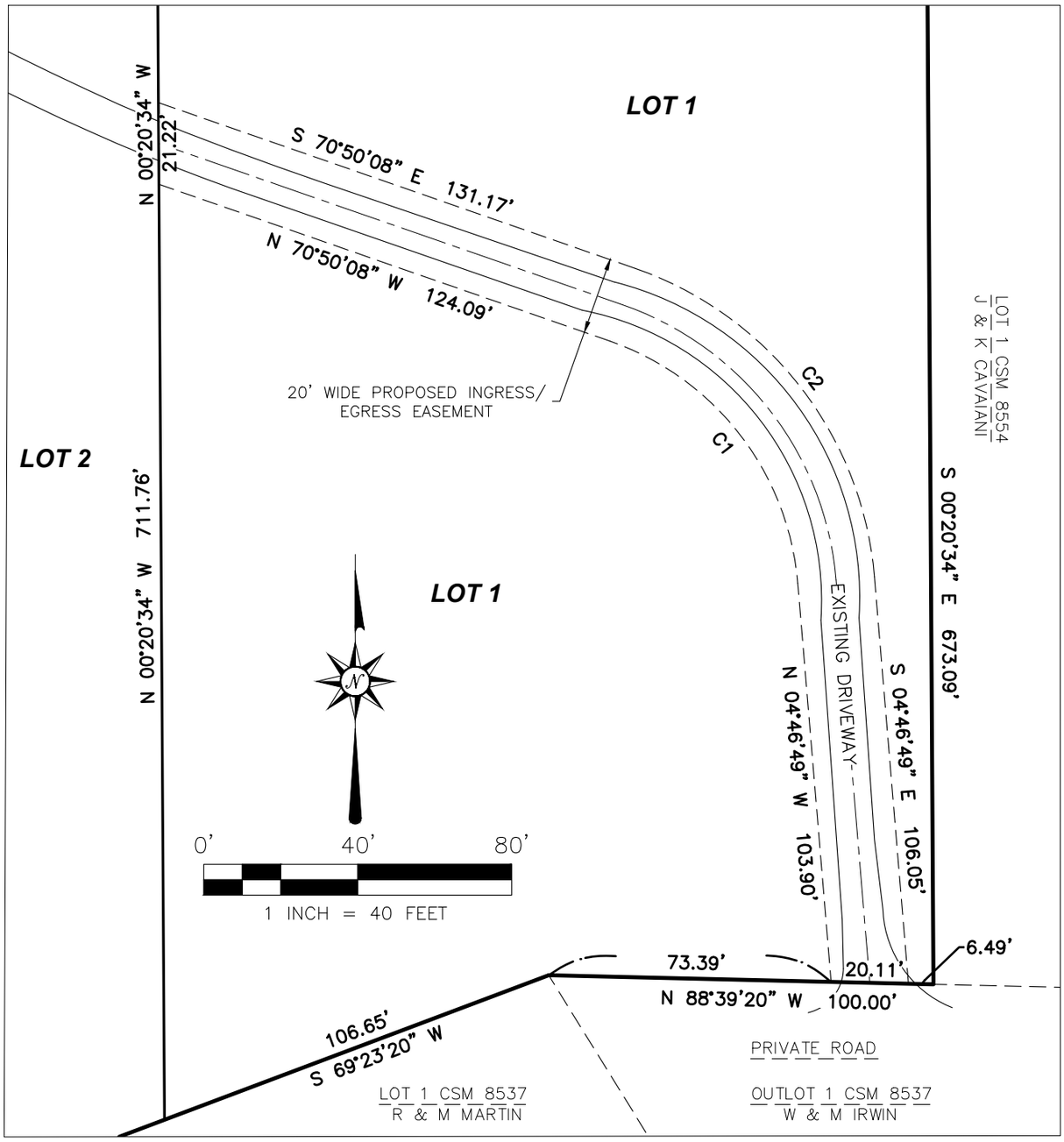
DATED 07/15/2025
JOB# 25172
SHEET 2 OF 7

WAUKESHA CO. CERTIFIED SURVEY MAP NO. ____

LOT 2 OF CSM 8537, RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE IN VOL 75, P.44-46, ON MAY 14TH, 1998 AS DOCUMENT NO. 2318301, BEING A PART OF THE SOUTHEAST 1/4 OF THE SE 1/4 OF SECTION 30, TOWN 7 NORTH, RANGE 18 EAST, TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

EASEMENT DETAIL



EASEMENT CURVE TABLE

CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING
C1	73.00'	66°03'19"	84.16'	79.58'	N 37°48'28" W
C2	93.00'	66°03'19"	107.22'	101.38'	S 37°48'28" E

LEGEND

- SECTION CORNER MONUMENT
- FOUND 1" IRON PIPE OR NOTED
- SET 0.75" O.D. X 18" REBAR WEIGHING 1.502 LBS/FT.
- O OUTBUILDING
- H HOUSE
- W WELL
- S SEPTIC VENT
- SEPTIC CLEANOUT
- WOOD POST
- WIRE FENCE
- WETLANDS
- P.E.C.
- SB SOIL BORE

REV 09/02/2025
REV 08/28/2025
REV 07/16/2025
DATED 07/15/2025
JOB# 25172
SHEET 3 OF 7

WAUKESHA CO. CERTIFIED SURVEY MAP NO. _____

LOT 2 OF CSM 8537, RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE IN VOL 75, P.44-46, ON MAY 14TH, 1998 AS DOCUMENT NO. 2318301, BEING A PART OF THE SOUTHEAST 1/4 OF THE SE 1/4 OF SECTION 30, TOWN 7 NORTH, RANGE 18 EAST, TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

NOTES:

- CONTOURS AND SOILS SHOWN PER WAUKESHA COUNTY GIS.
- THOSE AREAS IDENTIFIED AS STEEP SLOPES ON SHEET 1 OF 7 ON THIS CERTIFIED SURVEY MAP ARE APPROXIMATE FROM WAUKESHA COUNTY GIS AND NEED TO BE FIELD LOCATED PRIOR TO CONSTRUCTION OF ANY BUILDING OR STRUCTURE.
- THE WETLAND BOUNDARY SHOWN ON THIS CERTIFIED SURVEY MAP IS AN APPROXIMATE BOUNDARY TAKEN FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES 2015 WETLAND INVENTORY MAP. IF A FUTURE BUILDING/STRUCTURE IS PROPOSED TO BE CONSTRUCTED IN CLOSE PROXIMITY TO THE WETLAND, IT MAY BE NECESSARY FOR THE WETLAND BOUNDARY TO BE FIELD DELINEATED. ALL SETBACKS REQUIRED BY THE WAUKESHA COUNTY SHORELAND PROTECTION ORDINANCE OR TOWN OF DELAFIELD ZONING CODE AT THE TIME OF DEVELOPMENT SHALL APPLY.
- THE PRIMARY ENVIRONMENTAL CORRIDOR IS PER THE 2015 SEWRPC RECORDS AS SHOWN ON WAUKESHA COUNTY GIS.
- A NAVIGABILITY DETERMINATION OF THE INTERMITTENT STREAM HAS NOT BEEN DETERMINED. IT IS SHOWN ON SHEET 1 & 2 OF 7 ON THIS CERTIFIED SURVEY MAP AS REFERENCE ONLY.

WETLAND & PRIMARY ENVIRONMENTAL CORRIDOR RESTRICTIONS

THOSE AREAS IDENTIFIED AS WETLAND AND PRIMARY ENVIRONMENTAL CORRIDOR PRESERVATION AREA ON PAGE 1 & 2 OF 7 ON THIS CERTIFIED SURVEY MAP SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. GRADING, FILLING AND REMOVAL OF TOPSOIL OR OTHER EARTHEN MATERIALS ARE PROHIBITED, UNLESS SPECIFICALLY AUTHORIZED BY THE MUNICIPALITY IN WHICH THIS LAND IS LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.

2. GRAZING BY DOMESTICATED ANIMALS, I.E., HORSES, COWS, ETC, IS PROHIBITED WITHIN THE CONSERVANCY/WETLAND/FLOODPLAIN AREA AND SHALL BE DISCOURAGED TO THE GREATEST EXTENT POSSIBLE WITHIN THE SECONDARY ENVIRONMENTAL CORRIDOR AREA.

3. THE INTRODUCTION OF PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT IS PROHIBITED.

4. PONDS MAY BE PERMITTED SUBJECT TO THE APPROVAL OF THE MUNICIPALITY IN WHICH THEY ARE LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.

5. THE CONSTRUCTION OF BUILDINGS OR ACCESSORY USES ARE PROHIBITED WITHIN THE WETLAND AND FLOODPLAIN AND PER THE CONSERVATION EASEMENT PROVISIONS.

BASEMENT RESTRICTION– GROUNDWATER

THIS CERTIFIED SURVEY MAP IS LOCATED IN AN AREA WITH MAPPED HYDRIC SOILS. THE WAUKESHA COUNTY SHORELAND PROTECTION ORDINANCE CURRENTLY REQUIRES THAT THE LOWEST LEVEL OF ANY RESIDENCE MUST BE AT AN ELEVATION THAT IS AT LEAST ONE (1) FOOT HIGHER THAN THE HIGHEST SEASONAL GROUNDWATER LEVEL, UNLESS VARIANCE FROM THAT REQUIREMENT IS OBTAINED FROM THE WAUKESHA COUNTY BOARD OF ADJUSTMENT. THEREFORE, ADDITIONAL SOIL TESTING IN THE VICINITY OF ANY PROPOSED RESIDENCE (OR ADDITION) WILL BE REQUIRED TO ENSURE COMPLIANCE WITH THIS REQUIREMENT. IF THE REQUIREMENT REGARDING VERTICAL SEPARATION DISTANCE FROM THE HIGHEST SEASONAL GROUNDWATER LEVEL IS MODIFIED BY A FUTURE AMENDMENT TO THE WAUKESHA COUNTY SHORELAND PROTECTION ORDINANCE, THE REQUIREMENT AT THE TIME OF CONSTRUCTION SHALL APPLY. ALL GROUNDWATER SEPARATIONS REQUIREMENTS SET FORTH BY THE TOWN OF DELAFIELD MUST ALSO BE COMPLIED WITH.

REV 09/02/2025
REV 08/28/2025
REV 07/16/2025
DATED 07/15/2025
JOB# 25172
SHEET 4 OF 7

WAUKESHA CO. CERTIFIED SURVEY MAP NO. _____

LOT 2 OF CSM 8537, RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE IN VOL 75, P.44-46, ON MAY 14TH, 1998 AS DOCUMENT NO. 2318301, BEING A PART OF THE SOUTHEAST 1/4 OF THE SE 1/4 OF SECTION 30, TOWN 7 NORTH, RANGE 18 EAST, TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, MATTHEW T. O'ROURKE, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A DIVISION OF LAND BEING LOT 2 OF CSM 8537, RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE IN VOL 75 P. 44–46, ON MAY 14TH, 1998 AS DOCUMENT NO. 2318301, BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 18 EAST, TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

LOT 2 OF CERTIFIED SURVEY MAP 8537, RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE IN VOLUME 75, PAGES 44–46, ON MAY 14TH, 1998 AS DOCUMENT NO. 2318301, BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWN 7 NORTH, RANGE 18 EADT, TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

DESCRIBED LANDS HAVING AN AREA OF 515,366 SQUARE FEET OR 11.831 ACRES.

THAT I HAVE MADE SAID SURVEY BY THE DIRECTION OF WILLIAM L & MARY KAREN IRWIN 2014 JOINT REVOCABLE TRUST OWNERS OF SAID LANDS.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF.

THAT I HAVE FULLY COMPLIED WITH PROVISIONS OF S. 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION CONTROL ORDINANCE OF WAUKESHA COUNTY, TOWN OF DELAFIELD, VILLAGE OF SUMMIT (EXTRATERRITORIAL) AND CITY OF DELAFIELD (EXTRATERRITORIAL) IN SURVEYING, DIVIDING AND MAPPING THE SAME.

DATED THIS _____ DAY OF_____, 20_____.

_____
MATTHEW T. O'ROURKE, S–2771

REV 09/02/2025
REV 08/28/2025
REV 07/16/2025
DATED 07/15/2025
JOB# 25172
SHEET 5 OF 7

WAUKESHA CO. CERTIFIED SURVEY MAP NO. _____

LOT 2 OF CSM 8537, RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE IN VOL 75, P.44-46, ON MAY 14TH, 1998 AS DOCUMENT NO. 2318301, BEING A PART OF THE SOUTHEAST 1/4 OF THE SE 1/4 OF SECTION 30, TOWN 7 NORTH, RANGE 18 EAST, TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

OWNER'S CERTIFICATE;

AS OWNERS THE WILLIAM L & MARY KAREN IRWIN 2014 JOINT REVOCABLE TRUST HEREBY CERTIFY THAT WE CAUSED SAID LANDS TO BE SURVEYED, DIVIDED, AND MAPPED AS SHOWN ON THIS MAP. I ALSO CERTIFY THAT THIS CSM IS REQUIRED TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL: WAUKESHA COUNTY, TOWN OF DELAFIELD, VILLAGE OF SUMMIT (EXTRATERRITORIAL) AND CITY OF DELAFIELD (EXTRATERRITORIAL), WITNESS THE HAND AND SEAL OF SAID OWNERS:

THIS _____ DAY OF _____, 20_____.

_____
WILLIAM IRWIN

_____
MARY KAREN IRWIN

STATE OF WISCONSIN)SS
COUNTY OF _____)

PERSONALLY CAME BEFORE ME THIS _____DAY OF _____, 20_____, THE ABOVE NAMED WILLIAM L & MARY KAREN IRWIN 2014 JOINT REVOCABLE TRUST, TO ME KNOWN TO BE THE SAME PERSON(S) WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY SIGNATURE _____

PRINT NAME _____

MY COMMISSION EXPIRES _____

REV 09/02/2025
REV 08/28/2025
REV 07/16/2025
DATED 07/15/2025
JOB# 25172
SHEET 6 OF 7

WAUKESHA CO. CERTIFIED SURVEY MAP NO. _____

LOT 2 OF CSM 8537, RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE IN VOL 75, P.44-46, ON MAY 14TH, 1998 AS DOCUMENT NO. 2318301, BEING A PART OF THE SOUTHEAST 1/4 OF THE SE 1/4 OF SECTION 30, TOWN 7 NORTH, RANGE 18 EAST, TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

TOWN OF DELAFIELD PLAN COMMISSION APPROVAL

APPROVED BY THE PLAN COMMISSION OF THE TOWN OF DELAFIELD, THIS ____ DAY OF _____, 20____.

_____ _____

JENNIFER JANUSIAK, – CHAIRPERSON MICHELLE LUEDTKE– TOWN CLERK/ADMINISTRATOR

TOWN OF DELAFIELD BOARD APPROVAL

APPROVED BY THE TOWN BOARD OF THE TOWN OF DELAFIELD, THIS ____ DAY OF _____, 20____.

_____ _____

EDWARD KRANICK – CHAIRPERSON MICHELLE LUEDTKE – TOWN CLERK/ADMINISTRATOR

CITY OF DELAFIELD PLAN COMMISSION (EXTRATERRITORIAL)

THIS LAND DIVISION IS HEREBY APPROVED BY THE PLAN COMMISSION OF THE CITY OF DELAFIELD,

THIS _____ DAY OF _____, 20____.

_____ _____

TIMOTHY A. AICHER, CHAIRPERSON MOLLY SCHNEIDER – CITY CLERK

CITY OF DELAFIELD COMMON COUNCIL **(EXTRATERRITORIAL)**

THIS LAND DIVISION IS HEREBY APPROVED BY THE COMMON COUNCIL OF THE CITY OF DELAFIELD,

THIS _____ DAY OF _____, 20____.

_____ _____

TIMOTHY A. AICHER – MAYOR MOLLY SCHNEIDER – CITY CLERK

VILLAGE OF SUMMIT PLAN COMMISSION

THIS LAND DIVISION IS HEREBY APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF SUMMIT, THIS

_____ DAY OF _____, 20____.

_____ _____

JIM SIEPMANN, CHAIRPERSON DEBRA MICHAEL – ADMINISTRATOR–CLERK/TREASURER

VILLAGE OF SUMMIT BOARD

THIS LAND DIVISION IS HEREBY APPROVED BY THE VILLAGE OF SUMMIT BOARD,

THIS _____ DAY OF _____, 20____.

_____ _____

JACK RILEY–PRESIDENT DEBRA MICHAEL – ADMINISTRATOR–CLERK/TREASURER

WAUKESHA COUNTY DEPARTMENT OF PARKS & LAND USE

THE ABOVE, WHICH HAS BEEN FILED FOR APPROVAL AS REQUIRED BY CHAPTER 236 OF THE WISCONSIN STATE STATUTES, IS HEREBY APPROVED ON THIS _____ DAY OF _____, 20 _____.

_____

DALE R. SHAVER, DIRECTOR

REV 09/02/2025
REV 08/28/2025
REV 07/16/2025
DATED 07/15/2025
JOB# 25172
SHEET 7 OF 7

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: September 11, 2025

Re: **Certified Survey Map for Phil Zagrodnik (Ole's)**
34324 Delafield Road (SUMT0669053)

BACKGROUND:
See 3/20/2025 Plan Commission Staff Report. The Surveyor's comments dated March 18, 2025, are also included in the packet. At the March 20, 2025 meeting, Plan Commission unanimously recommended approval of the proposed CSM to combine several parcels, subject to the conditions provided in the recommended motion of this report.

The applicant provided the Village with an extension to review the CSM until all conditions have been met. Most of the surveyor and planner comments have been addressed on the revised CSM, dated August 14, 2025. However, the following conditions are still pending:

Pending Surveyor Comments:

- A private utility easement shall be illustrated and created by separate document.
- The existing parking area shall be illustrated (gravel or pavement).

Pending Planner Comments:

- Note 3 on Sheet 1 will need to be revised. The floodplain reference should be updated to read "Floodplain elevation is 872.7' NAVD 88, per LOMR 21-05-1028P effective 11/28/2022.
- There is no primary environmental corridor on the property. The restrictions on Sheet 4 shall be modified to reflect Floodplain and Wetland. Restriction 6 can be modified to read: The construction of **new** buildings is prohibited **unless approved by the Village of Summit in compliance with all zoning and floodplain ordinance requirements**. *This modification is required because there are buildings in the floodplain.
- The notary date will need to be updated on sheet 3.

ATTACHMENTS: 3/20/2025 Plan Commission report
3/18/2025 Surveyor comments
Revised Certified Survey Map dated 8/14/2025

FISCAL IMPACT: None.

RECOMMENDED MOTION:
Approve the Certified Survey Map to combine several parcels located at 34324 Delafield Road, subject to the following conditions:

A. **APPROVALS FROM ALL OBJECTING AND APPROVING BODIES**: Petitioner shall satisfy all comments, conditions and concerns of Waukesha County Department of Public Works, and the Village Engineer, Surveyor, and Planner prior to the Village signing the final Certified Survey Map.

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

C. **UTILITY CONNECTION FEES**. As a condition precedent to this conditional CSM approval taking effect, the Petitioner shall pay all utility connection fees owed to the Village of Summit. Note: **The CSM does not result in the creation of any new lots. Therefore, this condition does not apply.**

D. **BUSINESS OR COMMERCIAL USE**. This lot is subject to compliance with Site Plan and Business Plan of Operation approvals.

E. **ONE YEAR TO SATISFY CONDITIONS**. Subject to the Petitioner satisfying all of the aforementioned conditions within one year of the Village Board granting conditional final approval of the CSM.

CERTIFIED SURVEY MAP REVIEW
3/20/2025 Plan Commission Meeting
Ole's CSM – Lot Combination

Staff Report — Village of Summit, Wisconsin

Property Location:	34324 Delafield Road (SUMT0669053)
Property Owner:	Northcrest Properties LLC
Applicant:	Phil Zagrodnik

Lot Size:	0.96-acre
Zoning:	NC Neighborhood Commercial, FO Floodplain Overlay
Land Use Plan:	Mixed Use

Possible Motion: *Motion to recommend that Village Board approve the Certified Survey Map to combine multiple legal lots of record, subject to the following conditions:*

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

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

C. *UTILITY CONNECTION FEES. As a condition precedent to this conditional CSM approval taking effect, the Petitioner shall pay all utility connection fees owed to the Village of Summit.* ***Note: The CSM does not result in the creation of any new lots. Therefore, this condition does not apply.***

D. *BUSINESS OR COMMERCIAL USE. This lot is subject to compliance with Site Plan and Business Plan of Operation approvals.*

E. *ONE YEAR TO SATISFY CONDITIONS. Subject to the Petitioner satisfying all of the aforementioned conditions within one year of the Village Board granting conditional final approval of the CSM.*

Summary:

The subject property has been occupied and taxed as a single parcel for many years. However, the property legally consists of five legal lots of record, includings Lots 20, 21, 22, 23, and 26 in the Map of Venice Beach. The property consists of 39, 455 sq. ft., 0.906 acres. There are several buildings, including a tavern, three separate garages, and a shed.

In January of 2024, the applicant received approval to amend the Business Plan of Operation for the property. The applicant was required to submit a Certified Survey Map for review and approval combining all five lots prior to November 1, 2024. The applicant was also required to submit an application for parking lot improvements prior to November 1, 2024. The number of stalls were requierd to meet the zoning ordinance provisions and the parking was required to be paved and marked. Village staff has been working with the applicant for several months to address these conditions. This report addresses the Certified Survey Map. The applicant will be submitting the parking lot improvements at next month's meeting.

Considerations:

Access and Frontage: The property has frontage on Delafield Road (CTH DR). However, there is a strip of land between the road right-of-way and a portion of the subject property that is currently owned by the adjacent property owner to the east. The strip is part of an outlot. Ownership can be transferred to an adjacent lot owner. This strip of land may impact the location where access is provided for parking purposes.

Total Area: The combined lot is 39,455 sq. ft., 0.906 acres. The individual lots of record are currently nonconforming. The combined acreage will continue to be nonconforming to the minimum lot size requirements. The NC Neighborhood Commercial District requires a minimum lot size of 40,000 sq. ft. The lot will be nonconforming by 545 sq. ft.

The lot complies with the minimum lot width standard of 200 ft.

Sanitary Sewer System available: The property is in Utility District #2 and is currently served by sanitary sewer.

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

Natural Resources: There are mapped floodplain and wetland areas on the property.

Planner Comments:

- The applicant shall submit the CSM to Waukesha County Department of Public Works for review and approval. Written documentation shall be submitted to the Village from Waukesha County Department of Public Works that the CSM is acceptable.
- Note 4 on Sheet 1 will need to be revised. FEMA recently approved a Letter of Map Revision for the Bark River. The floodplain reference should be updated to read "Floodplain elevation is 872' NAVD 88, per LOMR 21-05-1028P effective 11/28/2022. The boundary shown on the CSM may need to be modified accordingly.
- Note 5 on Sheet 1 can be removed. Zoning and setbacks could change in the future.
- The wetland and floodplain boundaries shall be field determined. The source and date of delineations shall be noted on the CSM.
- There is no primary environmental corridor on the property. The restrictions on Sheet 4 shall be modified to reflect Floodplain and Wetland. The restrictions may need to change based on the field delineation.
- Jim Siepmann's name is incorrectly spelled on the Plan Commission signature block. There are two "n's" at the end of his last name.

- A note shall be added that says "The entire property is located in the Village of Summit Shoreland Jurisdictional Boundary".
- The public trust doctrine note shall be added to the CSM as required by statute.
- The interior lot lines of the previous subdivision shall be removed from the final CSM.

Surveyor and Engineering Comments: Pending.

Building a Better World
for All of Us®

March 18, 2025

RE: Village of Summit
Ole's Tap CSM Review
SEH No. 176551 Task 12

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

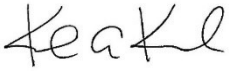
Dear Ms. Barrows:

We have reviewed the Certified Survey Map for Ole's Tap and prepared by Mohammad Ranjha of Jahnke and Jahnke Associates, LLC. The CSM reviewed is dated February 11, 2025. We have also included the CSM mark-ups to aid in the revisions. We offer the following comments:

1) The East boundary of the CSM is not positioned in the same location as the recent CSM prepared by LandTech. The Surveyor will need to work with LandTech to resolve the discrepancy. A copy of the latest CSM on the Stolle's Hog Alley property is attached.
2) The CSM cannot be prepared in color, it must be in black and white.
3) All proposed and existing easements must be shown. If no easements exist for the utilities along the north property line an easement(s) must be created.
4) The 100-year flood elevation must be physically located in the field and not traced from GIS.
5) The Right-of-Way line, on the north side, of North Venice Beach Road must be shown.
6) The old lot lines from the original plat should not be shown within the CSM as they will go away once the map is recorded.
7) Pavement must be shown for parking lots and both sides of the existing roads.
8) The map must be described in the legal description and the heading on each sheet as the 1/4-1/4 Section the property is located and not simply the 1/4 Section.
9) The heading states the Map is a Redivision of the prior lots, I believe this is a Combination of the Lots.
10) All width of road right of ways depicted on the map should be verified.
11) Note #2 on Sheet 1 is something typically not shown on surveys. These maps are made for the use by the general public who would have no way of verifying the information. Not sure if this is an attempt to limit the surveyor liability for mistakes?
12) The Owner's Certificate refers to dedication. At this point in time no dedications are proposed. If the Village does want an easement for future sidewalks or utilities then a dedication would be appropriate.
13) The Village of Summit Board Approval shows Jack Riley's Title as riley, it needs to be edited.
14) The Chairperson's name is not spelled correctly, should be Siepmann.

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

Sincerely,



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

btp

x:\pt\s\summv\176551\task 12 - oles tap\corr\review letters\ole tap csm review letter_village of summit_2025-03-18.docx

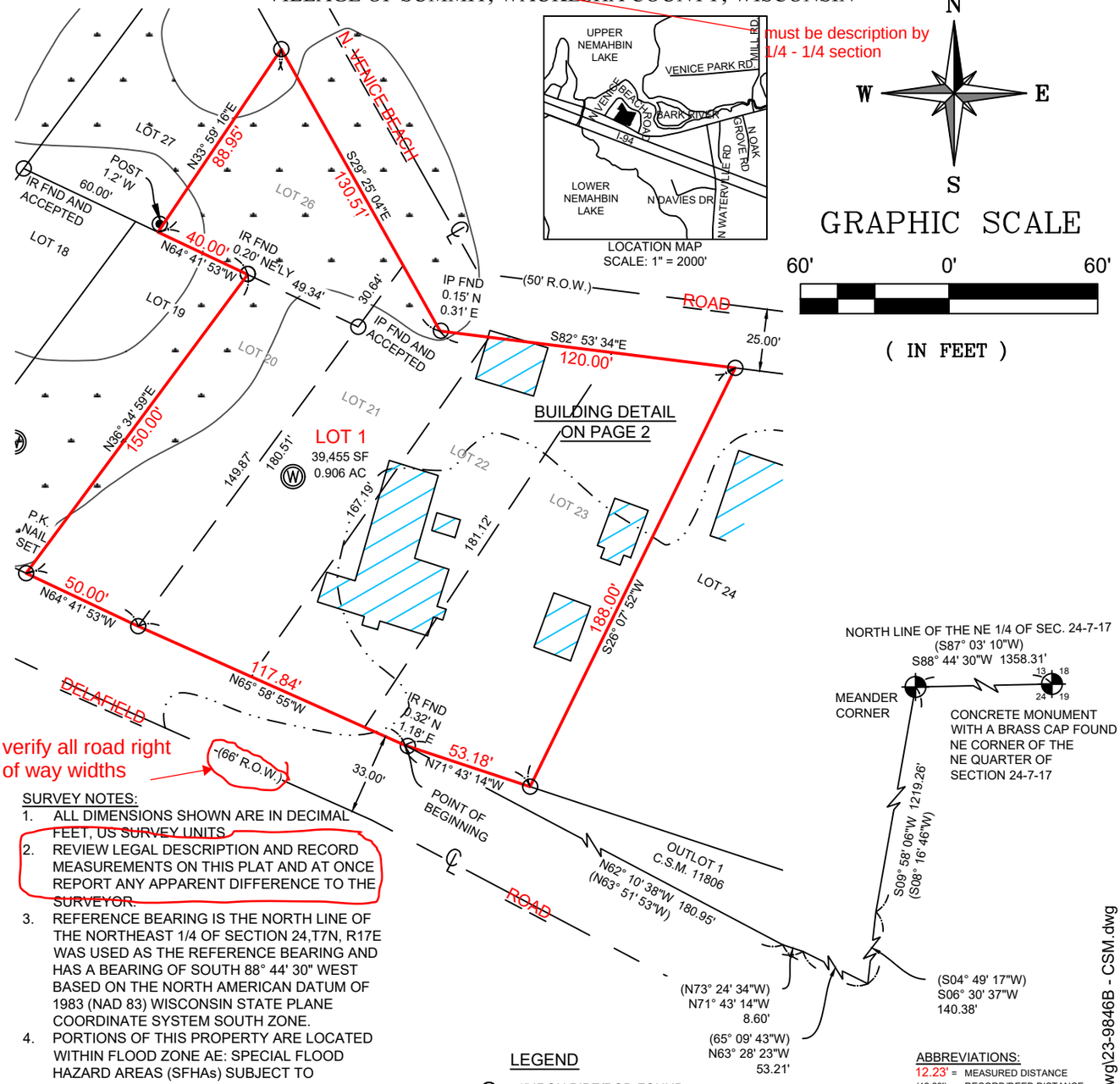
1) Map cannot be in color
2) Boundary has discrepancies with map done next door by LandTech
3) Show proposed and existing easements. If there are no existing easements for utilities along CTH DR/Delafield Road create one.
4) Remove old lot lines.
5) Show North right of way of N Venice Beach Road.
6) Show pavement of roads and parking lot.
7) Show 100 year flood as field located and not per GIS.

combination?

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOTS 20, 21, 22, 23, AND 26 IN MAP OF VENICE BEACH
A SUBDIVISION OF BLOCK "F" OF THE PLAT OF VENICE PARK
BEING PART OF THE NE 1/4 OF SECTION 24, TOWN 7 NORTH, RANGE 17 EAST,
VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

must be description by 1/4 - 1/4 section



LOCATION MAP
SCALE: 1" = 2000'

GRAPHIC SCALE

60' 0' 60'

(IN FEET)

NORTH LINE OF THE NE 1/4 OF SEC. 24-7-17
(S87° 03' 10"W)
S88° 44' 30"W 1358.31'

MEANDER CORNER

CONCRETE MONUMENT WITH A BRASS CAP FOUND NE CORNER OF THE NE QUARTER OF SECTION 24-7-17

S09° 58' 06"W 1219.26'
(S08° 16' 46"W)

verify all road right of way widths

SURVEY NOTES:

1. ALL DIMENSIONS SHOWN ARE IN DECIMAL FEET, US SURVEY UNITS.
2. REVIEW LEGAL DESCRIPTION AND RECORD MEASUREMENTS ON THIS PLAT AND AT ONCE REPORT ANY APPARENT DIFFERENCE TO THE SURVEYOR.
3. REFERENCE BEARING IS THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 24,T7N, R17E WAS USED AS THE REFERENCE BEARING AND HAS A BEARING OF SOUTH 88° 44' 30" WEST BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83) WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE.
4. PORTIONS OF THIS PROPERTY ARE LOCATED WITHIN FLOOD ZONE AE: SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANGE TO FLOOD WITH BASE FLOOD ELEVATIONS DETERMINED PER INFORMATION FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP NO. 55133C0166H DATED NOVEMBER 5, 2014.
5. THE PROPERTY IS ZONED NC (NEIGHBORHOOD COMMERCIAL) PER VILLAGE OF SUMMIT ZONING MAP.
   - 5.1. SETBACKS (PER VILLAGE OF SUMMIT MUNICIPAL CODE):
   - 5.1.1. 50' FRONT/STREET SETBACK
   - 5.1.2. 25' REAR YARD SETBACK
   - 5.1.3. 25' SIDE YARD SETBACK
   - 5.1.4. 25' WETLAND SETBACK

LEGEND

- 1" IRON PIPE/ROD FOUND
- IRON PIPE 18" x 1'" DIA. PLACED 1.13 LBS. PER LIN. FT.
- SECTION CORNER MONUMENT
- POST FOUND
- WELL FOUND
- FLOODPLAIN PER WAUKESHA COUNTY GIS AS OF 12/11/2024
- WETLAND PER WAUKESHA COUNTY GIS AS OF 12/11/2024

ABBREVIATIONS:

12.23'	=	MEASURED DISTANCE
(12.23')	=	RECORD/DEED DISTANCE
B.S.L.	=	BUILDING SETBACK LINE
CSM	=	CERTIFIED SURVEY MAP
C.T.H.	=	COUNTY TRUNK HIGHWAY
E	=	EAST
FFE	=	FINISH FLOOR ELEVATION
FND	=	FOUND
IP	=	IRON PIPE
IR	=	IRON ROD
NAD	=	NORTH AMERICAN DATUM
N	=	NORTH
NE	=	NORTHEAST
NO.	=	NUMBER
NW	=	NORTHWEST
RIM	=	RIM OR TOP POINT
R.O.W.	=	RIGHT OF WAY
S	=	SOUTH
SE	=	SOUTHEAST
S.T.H.	=	STATE TRUNK HIGHWAY
SW	=	SOUTHWEST
U.S.H.	=	UNITED STATES HIGHWAY
W	=	WEST

DATED AT WAUKESHA, WISCONSIN THIS 11th DAY OF FEBRUARY, 2025.

BY: _____

MOHAMMAD RANJHA - WISCONSIN PROFESSIONAL LAND SURVEYOR NO. S-2126
THIS INSTRUMENT WAS DRAFTED UNDER THE SUPERVISION OF MOHAMMAD RANJHA.

WISCONSIN
MOHAMMAD I RANJHA
S-2126
WAUKESHA
WIS.
LAND SURVEYOR

OWNER:
PHIL ZAGRODNIK
W324N8375 Northcrest Drive
Hartland, WI 53029

FILE NAME: S:\projects\23-9846 Oles Tap Phil Z\dwg\23-9846B - CSM.dwg

SHEET: 1 OF 5

JAHNKE & JAHNKE
ASSOCIATES, LLC.
ENGINEERS• PLANNERS• SURVEYORS
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WWW.JAHNKEANDJAHNKE.COM
524 BLUEMOUND ROAD, WAUKESHA, WI 53188
PHONE: (262) 542-5797, EMAIL: SURVEY@JAHNKEANDJAHNKE.COM

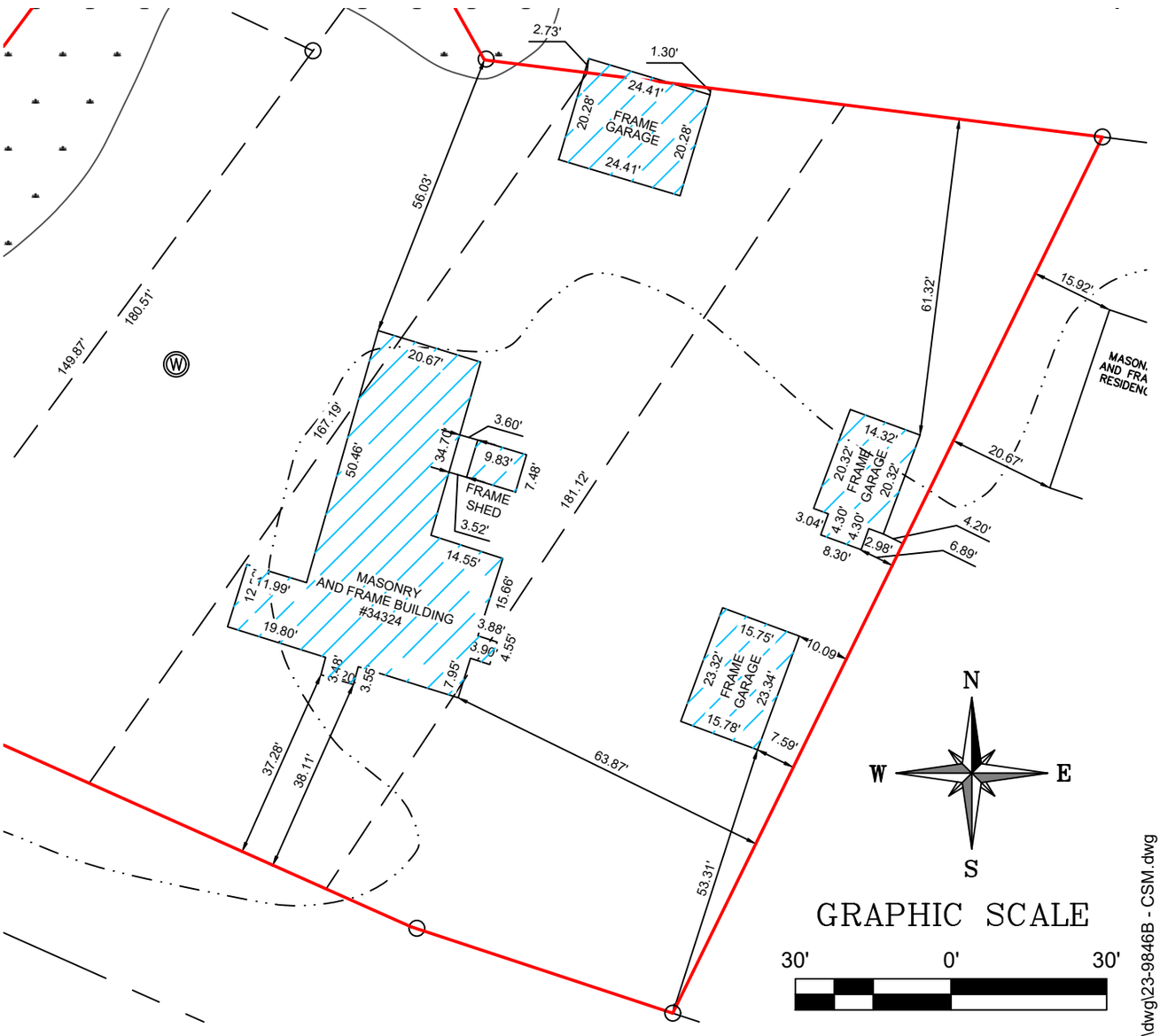
DRAWN BY: JB	CHECKED BY: MR
JOB NO.: 23-9846B	

REVISION		
DATE	DESCRIPTION	BY

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOTS 20, 21, 22, 23, AND 26 IN MAP OF VENICE BEACH
A SUBDIVISION OF BLOCK "F" OF THE PLAT OF VENICE PARK
BEING PART OF THE NE 1/4 OF SECTION 24, TOWN 7 NORTH, RANGE 17 EAST,
VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

BUILDING DETAIL



GRAPHIC SCALE

30' 0' 30'

(IN FEET)

WISCONSIN
MOHAMMAD I RANJHA
S-2126
WAUKESHA
WIS.
LAND SURVEYOR

DATED AT WAUKESHA, WISCONSIN THIS 11th DAY OF FEBRUARY, 2025.

BY: _____

MOHAMMAD RANJHA - WISCONSIN PROFESSIONAL LAND SURVEYOR NO. S-2126
THIS INSTRUMENT WAS DRAFTED UNDER THE SUPERVISION OF MOHAMMAD RANJHA.

OWNER:
PHIL ZAGRODNIK
W324N8375 Northcrest Drive
Hartland, WI 53029

FILE NAME: S:\projects\23-9846 Oles Tap Phil Z\dwg\23-9846B - CSM.dwg

SHEET: 2 OF 5

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DRAWN BY: JB	CHECKED BY: MR
JOB NO.: 23-9846B	

REVISION		
DATE	DESCRIPTION	BY

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOTS 20, 21, 22, 23, AND 26 IN MAP OF VENICE BEACH
A SUBDIVISION OF BLOCK "F" OF THE PLAT OF VENICE PARK
BEING PART OF THE NE 1/4 OF SECTION 24, TOWN 7 NORTH, RANGE 17 EAST,
VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Mohammad Ranjha, a Wisconsin Professional Land Surveyor do hereby certify and say that I have surveyed, divided and mapped the following land bounded and described as follows:

All that being a redivision of Lots 20, 21, 22, 23, and 26 in Map of Venice Beach, a Subdivision of Block "F" of the Plat of Venice Park, being a part of the Northeast Quarter of Section 24, Township 7 North, Range 17 East, Village of Summit, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 24; thence South 88° 44' 30" West, 1358.31' along the North line of said Section 24 to the Meander Corner of the Northwest corner of the Northeast Quarter of said Section 24; thence South 09° 58' 06" West, 1219.26 feet to the Easterly right-of-way line of North Venice Beach Road; thence, South 06° 30' 37" West, along said right-of-way line, 140.38 feet to the Northerly right-of-way line of Delafield Road; thence, North 63° 28' 23" West, along said right-of-way line, 53.21 feet; thence, continuing along said Northerly right-of-way line, North 71° 43' 14" West, 8.60 feet: thence, continuing along said right-of-way line, North 62° 10' 38" West, 180.95 feet to a bend point and for the place of beginning of the lands herein described; thence, continuing along said right-of-way line, North 65° 58' 55" West, 117.84 feet; thence, continuing along said right-of-way line, North 64° 41' 53" West, 50.00 feet; thence North 36° 34' 59" East, along the Northwesterly line of Lot 20 in said Map of Venice Beach, 150.00 feet to the Northwesterly corner of the aforesaid Lot 20; thence North 64° 41' 53" West, along the Southwesterly line of said Lot 26, 40.00 feet; thence North 33° 59' 16" East, along the Northwesterly line of Lot 26 of said Map of Venice Beach, 88.95 feet to the Southwesterly right-of-way line of North Venice Beach Road; thence, South 29° 25' 04" East, along said right-of-way line, 130.51 feet; thence, continuing along said right-of-way line, South 82° 53' 34" East, 120.00 feet; thence South 26° 07' 52" West, 188.00 feet; thence North 71° 43' 14" West, 53.18 feet to the Northerly right-of-way line of Delafield Road and to the point of beginning. Containing 39,455 square feet or 0.906 acres of land, more or less.

I further certify that we have made such survey, land division, and map by the direction of the owners of said land; that such map is a correct representation of the exterior boundaries of the land surveyed and map thereof made; and that we fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes pertaining to Certified Survey Maps (Section 236.34) and the regulations of the Village of Summit in surveying, dividing, and mapping the same.

WISCONSIN
MOHAMMAD I RANJHA
S-2126
WAUKESHA
WIS.
LAND SURVEYOR

M. I. Ranjha

MOHAMMAD RANJHA - Wis. Reg. No. S-2126

STATE OF WISCONSIN }
WAUKESHA COUNTY } SS.

The above certificate subscribed and sworn to me this 11th day of FEBRUARY, 2025.

Robert Allen Krause
Notary Public, State of Wisconsin

My commission expires April 18th, 2028.

Robert Allen Krause

ROBERT ALLEN KRAUSE - NOTARY PUBLIC

FILE NAME: S:\projects\23-9846 Oles Tap Phil Z\dwg\23-9846B - CSM.dwg

SHEET: 3 OF 5

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DRAWN BY: JB	CHECKED BY: MR
JOB NO.: 23-9846B	

REVISION		
DATE	DESCRIPTION	BY

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOTS 20, 21, 22, 23, AND 26 IN MAP OF VENICE BEACH
A SUBDIVISION OF BLOCK "F" OF THE PLAT OF VENICE PARK
BEING PART OF THE NE 1/4 OF SECTION 24, TOWN 7 NORTH, RANGE 17 EAST,
VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

PRIMARY ENVIRONMENTAL CORRIDOR AND WETLAND RESTRICTIONS

Those areas identified as a primary Environmental Corridor and Wetland Preservation Area on page 1 of this Certified Survey Map shall be subject to the following restrictions:

1. Grading, filling and removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the Village of Summit and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. The removal or destruction of any vegetative cover, i.e. trees, shrubs, grasses, etc., is prohibited with the exception that invasive, dead, diseased, or dying vegetation may be removed, at the discretion of the landowner, and with the approval of the Village of Summit.
3. Grazing by domesticated animals, i.e., horses, cows, etc., is prohibited unless grazing is conducted in order to manage invasive vegetation and approval is obtained by the Village of Summit.
4. The introduction of plant material not indigenous to the existing environment in prohibited.
5. Ponds are prohibited unless designed to enhance the natural environment. Ponds that may be permitted are subject to the approval of the Village of Summit, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
6. The construction of buildings is prohibited.

CONSENT OF MORTGAGE:

STATE OF WISCONSIN
COUNTY OF _____ } SS.

We,_____, do hereby consent to the surveying, dividing, and mapping of the land described on this map and do consent to the owners certificate of _____.

Name:_____ Title:_____

Name:_____ Title:_____

STATE OF _____
COUNTY OF _____ } SS.

Personally came before me on this _____ day of_____, 2025, the above named _____, to me known to be the _____ and the persons who executed the foregoing instrument and acknowledged the same.

My commission expires: _____

_____
- NOTARY PUBLIC

_____
MOHAMMAD RANJHA - Wis. Reg. No. S-2126
Dated this 11th day of FEBRUARY, 2025.

WISCONSIN
MOHAMMAD I RANJHA
S-2126
WAUKESHA
WIS.
LAND SURVEYOR

FILE NAME: S:\projects\23-9846 Oles Tap Phil Z\dwg\23-9846B - CSM.dwg

SHEET: 4 OF 5

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REVISION		
DATE	DESCRIPTION	BY

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOTS 20, 21, 22, 23, AND 26 IN MAP OF VENICE BEACH
A SUBDIVISION OF BLOCK "F" OF THE PLAT OF VENICE PARK
BEING PART OF THE NE 1/4 OF SECTION 24, TOWN 7 NORTH, RANGE 17 EAST,
VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

OWNERS' CERTIFICATE:

PHIL ZAGRODNIK, Owner, as owner, hereby certifies that it has caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map. We also certify that this Certified Survey Map is required by State Statute 236.21 Wis. Stats. to be submitted to the following for approval or objection: VILLAGE OF SUMMIT.

_____
PHIL ZAGRODNIK, OWNER

STATE OF WISCONSIN } SS.
WAUKESHA COUNTY }

Personally came before me this _____day of_____, 20____, the above named PHIL ZAGRODNIK, OWNER, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

My commission expires_____.

_____
NOTARY PUBLIC -

VILLAGE OF SUMMIT PLAN COMMISSION APPROVAL:
This land division is hereby approved by the Village of Summit Plan Commission this _____ day of _____, 20____.

_____
JIM SIEPMAN - CHAIRPERSON
Siepmann

_____
DEBRA MICHAEL - ADMINISTRATOR - CLERK/TREASURER

VILLAGE OF SUMMIT BOARD APPROVAL:
This land division is hereby approved by the Village of Summit Board this _____ day of _____, 20____.

_____
JACK RILEY - RILEY
Village President

_____
DEBRA MICHAEL - ADMINISTRATOR - CLERK/TREASURER

_____
MOHAMMAD RANJHA - Wis. Reg. No. S-2126
Dated this 11th day of FEBRUARY, 2025.

WISCONSIN
MOHAMMAD I RANJHA
S-2126
WAUKESHA
WIS.
LAND SURVEYOR

FILE NAME: S:\projects\23-9846 Oles Tap Phil Z\dwg\23-9846B - CSM.dwg

SHEET: 5 OF 5

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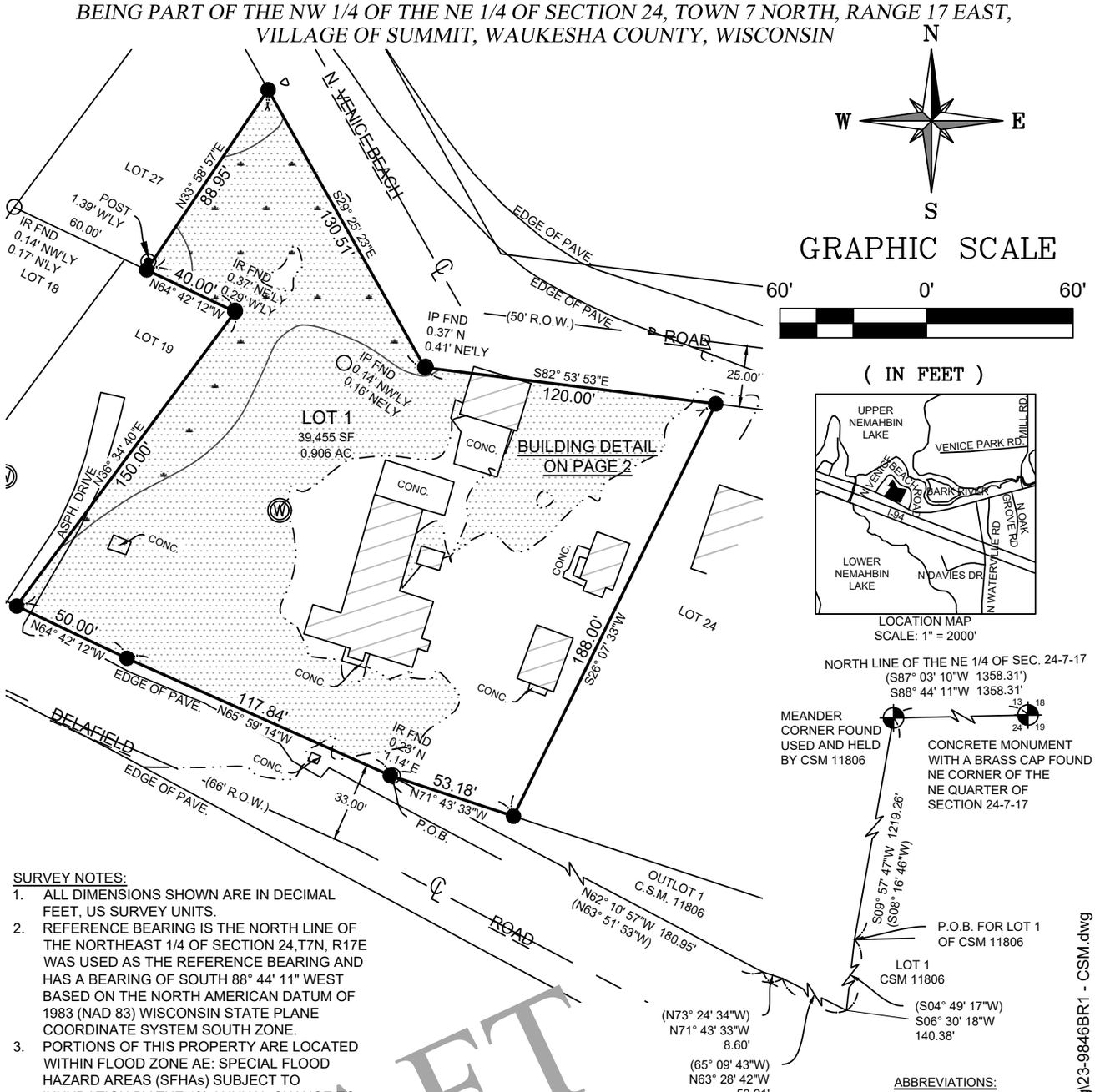
DRAWN BY: JB	CHECKED BY: MR
JOB NO.: 23-9846B	

REVISION		
DATE	DESCRIPTION	BY

CERTIFIED SURVEY MAP NO. _____

BEING A COMBINATION OF LOTS 20, 21, 22, 23, AND 26 IN MAP OF VENICE BEACH
A SUBDIVISION OF BLOCK "F" OF THE PLAT OF VENICE PARK
BEING PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 24, TOWN 7 NORTH, RANGE 17 EAST,
VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN



SURVEY NOTES:

1. ALL DIMENSIONS SHOWN ARE IN DECIMAL FEET, US SURVEY UNITS.
2. REFERENCE BEARING IS THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 24,T7N, R17E WAS USED AS THE REFERENCE BEARING AND HAS A BEARING OF SOUTH 88° 44' 11" WEST BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83) WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE.
3. PORTIONS OF THIS PROPERTY ARE LOCATED WITHIN FLOOD ZONE AE: SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANGE TO FLOOD WITH BASE FLOOD ELEVATIONS DETERMINED PER INFORMATION FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP NO. 55133C0166H DATED NOVEMBER 5, 2014. FLOODPLAIN ELEVATION IS 872.7' NAVD 88. PER LOMA 25-05-0583A EFFECTIVE 01/31/2025.
4. THE ENTIRE PROPERTY IS LOCATED IN THE VILLAGE OF SUMMIT SHORELAND JURISDICTIONAL BOUNDARY.
5. A WETLAND DELINEATION MAY BE REQUIRED PRIOR TO OBTAINING VILLAGE APPROVALS FOR ANY FUTURE IMPROVEMENTS.

LEGEND

- 1" IRON PIPE/ROD FOUND
- IRON PIPE 18" x 1"" DIA. PLACED 1.13 LBS. PER LIN. FT.
- SECTION CORNER MONUMENT
- POST FOUND
- WELL FOUND
- FLOODPLAIN LINE FIELD DELINEATED 08/30/2023
- WETLAND PER WAUKESHA COUNTY GIS AS OF 12/11/2024

ABBREVIATIONS:

12.23'	=	MEASURED DISTANCE
(12.23')	=	RECORD/DEED DISTANCE
ASPH.	=	ASPHALT
B.S.L.	=	BUILDING SETBACK LINE
CSM	=	CERTIFIED SURVEY MAP
CONC.	=	CONCRETE
C.T.H.	=	COUNTY TRUNK HIGHWAY
E	=	EAST
FFE	=	FINISH FLOOR ELEVATION
FND	=	FOUND
IP	=	IRON PIPE
IR	=	IRON ROD
NAD	=	NORTH AMERICAN DATUM
N	=	NORTH
NE	=	NORTHEAST
NO.	=	NUMBER
NW	=	NORTHWEST
P.O.B.	=	POINT OF BEGINNING
RIM	=	RIM OR TOP POINT
R.O.W.	=	RIGHT OF WAY
S	=	SOUTH
SE	=	SOUTHEAST
S.T.H.	=	STATE TRUNK HIGHWAY
SW	=	SOUTHWEST
U.S.H.	=	UNITED STATES HIGHWAY
W	=	WEST

OWNER:
PHIL ZAGRODNIK
W324N8375 Northcrest Drive
Hartland, WI 53029

DRAFT

DATED AT WAUKESHA, WISCONSIN THIS 11th DAY OF FEBRUARY, 2025.

BY: _____
MOHAMMAD RANJHA - WISCONSIN PROFESSIONAL LAND SURVEYOR NO. S-2126
THIS INSTRUMENT WAS DRAFTED UNDER THE SUPERVISION OF MOHAMMAD RANJHA.

FILE NAME: S:\projects\23-9846 Oles Tap Phil Z\dwg\23-9846BR1 - CSM.dwg

SHEET: 1 OF 5

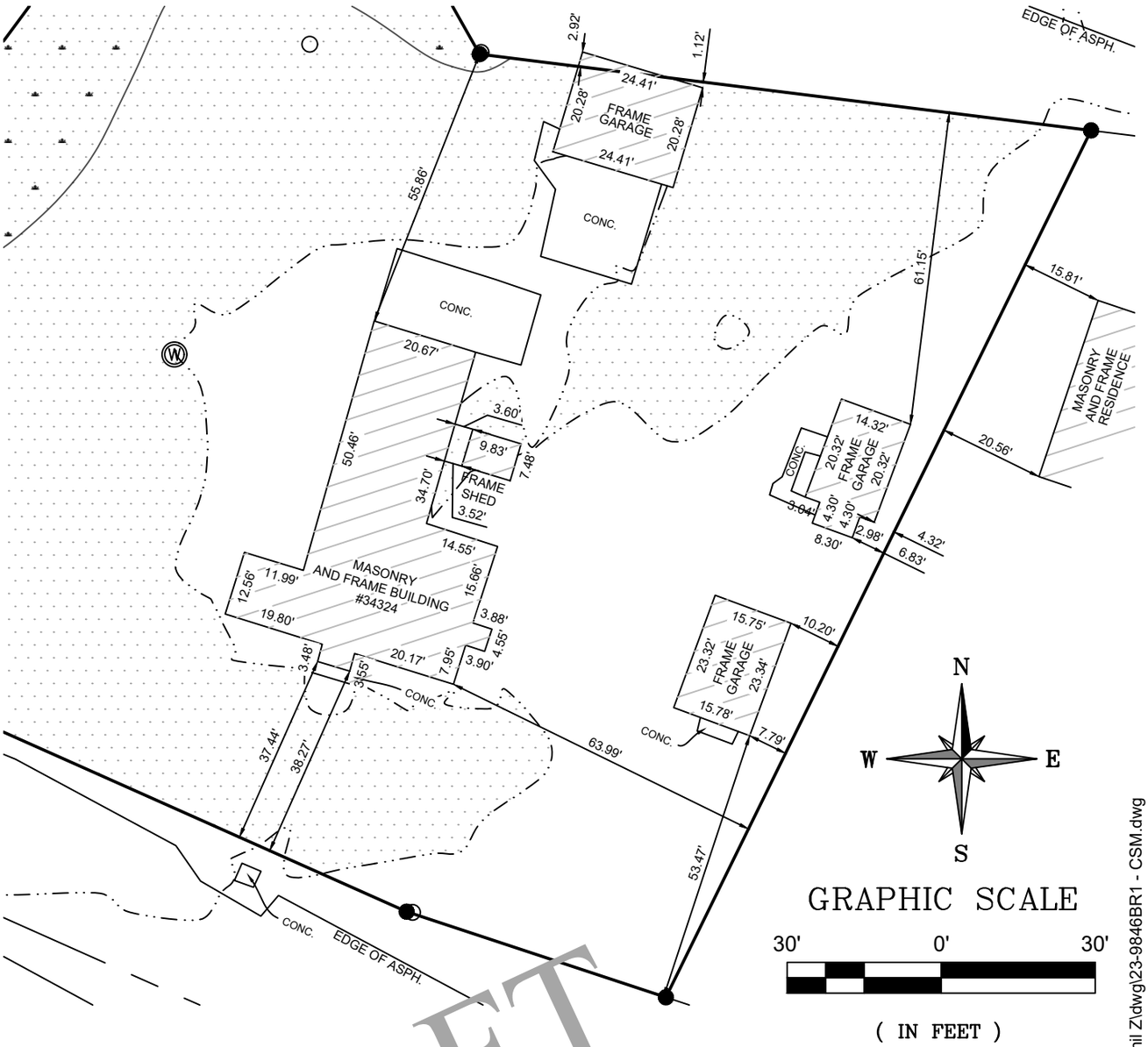
JAHNKE & JAHNKE
ASSOCIATES, LLC.
ENGINEERS• PLANNERS• SURVEYORS
CONNECT► EMPOWER►DESIGN
WWW.JAHNKEANDJAHNKE.COM
524 BLUEMOUND ROAD, WAUKESHA, WI 53188
PHONE: (262) 542-5797, EMAIL: SURVEY@JAHNKEANDJAHNKE.COM

DRAWN BY: JB	CHECKED BY: MR	
JOB NO.: 23-9846B		
REVISION		
DATE	DESCRIPTION	BY
08/14/2025	ADJUSTED MAP	JB

CERTIFIED SURVEY MAP NO. _____

BEING A COMBINATION OF LOTS 20, 21, 22, 23, AND 26 IN MAP OF VENICE BEACH
A SUBDIVISION OF BLOCK "F" OF THE PLAT OF VENICE PARK
BEING PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 24, TOWN 7 NORTH, RANGE 17 EAST,
VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

BUILDING DETAIL



GRAPHIC SCALE

30' 0' 30'

(IN FEET)

DRAFT

DATED AT WAUKESHA, WISCONSIN THIS 11th DAY OF FEBRUARY, 2025.

BY: _____
MOHAMMAD RANJHA - WISCONSIN PROFESSIONAL LAND SURVEYOR NO. S-2126
THIS INSTRUMENT WAS DRAFTED UNDER THE SUPERVISION OF MOHAMMAD RANJHA.

OWNER:
PHIL ZAGRODNIK
W324N8375 Northcrest Drive
Hartland, WI 53029

FILE NAME: S:\projects\23-9846 Oles Tap Phil Z\dwg\23-9846BR1 - CSM.dwg

SHEET: 2 OF 5

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DRAWN BY: JB	CHECKED BY: MR
JOB NO.: 23-9846B	

REVISION		
DATE	DESCRIPTION	BY
08/14/2025	ADJUSTED MAP	JB

CERTIFIED SURVEY MAP NO. _____

BEING A COMBINATION OF LOTS 20, 21, 22, 23, AND 26 IN MAP OF VENICE BEACH
A SUBDIVISION OF BLOCK "F" OF THE PLAT OF VENICE PARK
BEING PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 24, TOWN 7 NORTH, RANGE 17 EAST,
VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Mohammad Ranjha, a Wisconsin Professional Land Surveyor do hereby certify and say that I have surveyed, divided and mapped the following land bounded and described as follows:

All that being a redivision of Lots 20, 21, 22, 23, and 26 in Map of Venice Beach, a Subdivision of Block "F" of the Plat of Venice Park, being a part of the Northeast Quarter of Section 24, Township 7 North, Range 17 East, Village of Summit, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 24; thence South 88° 44' 11" West, 1358.31' along the North line of said Section 24 to the Meander Corner of the Northwest corner of the Northeast Quarter of said Section 24; thence South 09° 57' 47" West, 1219.26 feet to the Easterly right-of-way line of North Venice Beach Road and to the Northwest corner and point of beginning of Lot 1 of CSM 11806; thence, South 06° 30' 18" West, along said right-of-way line and West line of said Lot 1, 140.38 feet to the Northerly right-of-way line of Delafield Road; thence, North 63° 28' 42" West, along said right-of-way line, 53.21 feet to the Southeast corner of Outlot 1 of CSM 11806; thence, continuing along said Northerly right-of-way line and the South line of said Outlot 1, North 71° 43' 33" West, 8.60 feet; thence, continuing along said right-of-way line and said South line of Outlot 1, North 62° 10' 57" West, 180.95 feet to a bend point, the Western most corner of said Outlot 1, and for the place of beginning of the lands herein described; thence, continuing along said right-of-way line, North 65° 59' 14" West, 117.84 feet; thence, continuing along said right-of-way line, North 64° 42' 12" West, 50.00 feet; thence North 36° 34' 40" East, along the Northwesterly line of Lot 20 in said Map of Venice Beach, 150.00 feet to the Northwesterly corner of the aforesaid Lot 20; thence North 64° 42' 12" West, along the Southwesterly line of said Lot 26, 40.00 feet; thence North 33° 58' 57" East, along the Northwesterly line of Lot 26 of said Map of Venice Beach, 88.95 feet to the Southwesterly right-of-way line of North Venice Beach Road; thence, South 29° 25' 23" East, along said right-of-way line, 130.51 feet; thence, continuing along said right-of-way line, South 82° 53' 53" East, 120.00 feet; thence South 26° 07' 33" West, 188.00 feet; thence North 71° 43' 33" West, 53.18 feet to the Northerly right-of-way line of Delafield Road and to the point of beginning. Containing 39,455 square feet or 0.906 acres of land, more or less.

I further certify that we have made such survey, land division, and map by the direction of the owners of said land; that such map is a correct representation of the exterior boundaries of the land surveyed and map thereof made; and that we fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes pertaining to Certified Survey Maps (Section 236.34) and the regulations of the Village of Summit in surveying, dividing, and mapping the same.

DRAFT

_____
MOHAMMAD RANJHA - Wis. Reg. No. S-2126

STATE OF WISCONSIN } ss.
WAUKESHA COUNTY

The above certificate subscribed and sworn to me this 11th day of FEBRUARY, 2025.

My commission expires April 18th, 2028.

_____
ROBERT ALLEN KRAUSE - NOTARY PUBLIC

FILE NAME: S:\projects\23-9846 Oles Tap Phil Z\dwg\23-9846BR1 - CSM.dwg

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DRAWN BY: JB	CHECKED BY: MR
JOB NO.: 23-9846B	

REVISION		
DATE	DESCRIPTION	BY
08/14/2025	ADJUSTED MAP	JB

CERTIFIED SURVEY MAP NO. _____

BEING A COMBINATION OF LOTS 20, 21, 22, 23, AND 26 IN MAP OF VENICE BEACH
A SUBDIVISION OF BLOCK "F" OF THE PLAT OF VENICE PARK
BEING PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 24, TOWN 7 NORTH, RANGE 17 EAST,
VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

PRIMARY ENVIRONMENTAL CORRIDOR AND WETLAND RESTRICTIONS

Those areas identified as a primary Environmental Corridor and Wetland Preservation Area on page 1 of this Certified Survey Map shall be subject to the following restrictions:

1. Grading, filling and removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the Village of Summit and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. The removal or destruction of any vegetative cover, i.e. trees, shrubs, grasses, etc., is prohibited with the exception that invasive, dead, diseased, or dying vegetation may be removed, at the discretion of the landowner, and with the approval of the Village of Summit.
3. Grazing by domesticated animals, i.e., horses, cows, etc., is prohibited unless grazing is conducted in order to manage invasive vegetation and approval is obtained by the Village of Summit.
4. The introduction of plant material not indigenous to the existing environment in prohibited.
5. Ponds are prohibited unless designed to enhance the natural environment. Ponds that may be permitted are subject to the approval of the Village of Summit, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
6. The construction of buildings is prohibited.

CONSENT OF MORTGAGE:

STATE OF WISCONSIN
COUNTY OF _____ } SS.

We,_____, do hereby consent to the surveying, dividing, and mapping of the land described on this map and do consent to the owners certificate of _____.

Name:_____ Title:_____

Name:_____ Title:_____

STATE OF _____
COUNTY OF _____ } SS.

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

My commission expires: _____

_____
- NOTARY PUBLIC

DRAFT

_____
MOHAMMAD RANJHA - Wis. Reg. No. S-2126
Dated this 11th day of FEBRUARY, 2025.

FILE NAME: S:\projects\23-9846 Oles Tap Phil Z\dwg\23-9846BR1 - CSM.dwg

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ASSOCIATES, LLC.
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BEING PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 24, TOWN 7 NORTH, RANGE 17 EAST,
VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

OWNERS' CERTIFICATE:

PHIL ZAGRODNIK, Owner, as owner, hereby certifies that it has caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map. We also certify that this Certified Survey Map is required by State Statute 236.21 Wis. Stats. to be submitted to the following for approval or objection: VILLAGE OF SUMMIT.

_____
PHIL ZAGRODNIK, OWNER

STATE OF WISCONSIN }
WAUKESHA COUNTY } SS.

Personally came before me this _____day of_____, 20____, the above named PHIL ZAGRODNIK, OWNER, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

My commission expires_____.

_____
NOTARY PUBLIC -

VILLAGE OF SUMMIT PLAN COMMISSION APPROVAL:
This land division is hereby approved by the Village of Summit Plan Commission this _____ day of _____, 20____.

_____ _____
JIM SIEPMANN - CHAIRPERSON DEBRA MICHAEL - ADMINISTRATOR - CLERK/TREASURER

VILLAGE OF SUMMIT BOARD APPROVAL:
This land division is hereby approved by the Village of Summit Board this _____ day of _____, 20____.

_____ _____
JACK RILEY - VILLAGE PRESIDENT DEBRA MICHAEL - ADMINISTRATOR - CLERK/TREASURER

DRAFT

_____
MOHAMMAD RANJHA - Wis. Reg. No. S-2126
Dated this 11th day of FEBRUARY, 2025.

FILE NAME: S:\projects\23-9846 Oles Tap Phil Z\dwg\23-9846BR1 - CSM.dwg

SHEET: 5 OF 5

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DRAWN BY: JB	CHECKED BY: MR
JOB NO.: 23-9846B	

REVISION		
DATE	DESCRIPTION	BY
08/14/2025	ADJUSTED MAP	JB

DOCUMENT NUMBER

Bark River Conservancy Development
STORM WATER MAINTENANCE AGREEMENT

EXHIBITS

Exhibit A1: Legal Description of real estate for which this agreement applies ("Property").

Exhibit A2: Legal Description of easements 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 basin outlet structure, 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 Clerk
37100 Delafield Road
Summit, Wisconsin 53066

SUMT0678996

_____
Parcel Identification Number (PIN)

Storm Water Management Measures
and
Maintenance Agreement

This Agreement is made and executed this ____day of _____, 2025 by Genesee Lake Road LLC, (hereinafter the "Owner" or "Developer") and the Village of Summit (hereinafter the "Village").

WHEREAS, Owner/Developer has subjected the Bark River Conservancy being part of the Northwest 1/4 and part of the Southwest 1/4 of the Northeast 1/4 and part of the Southeast 1/4 and part of the Southwest 1/4 of the Northwest 1/4 of Section 26, Town 7 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 Bark River Conservancy 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 Bark River Conservancy 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 Bark River Conservancy 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 basins, 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 Bark River Conservancy 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:

Genesee Lake Road LLC

By: _____
Name: John Stoker
Title : Managing Member

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, Administrator-Clerk/Treasurer

This document was drafted by:
Mark R. Ellena, PE
Ellena Engineering Consultants, LLC
700 Pilgrim Road, Suite 100
Elm Grove, WI 53122

EXHIBIT A1

OUTLOT 3 AND OUTLOT 4

Bark River Conservancy Final Plat

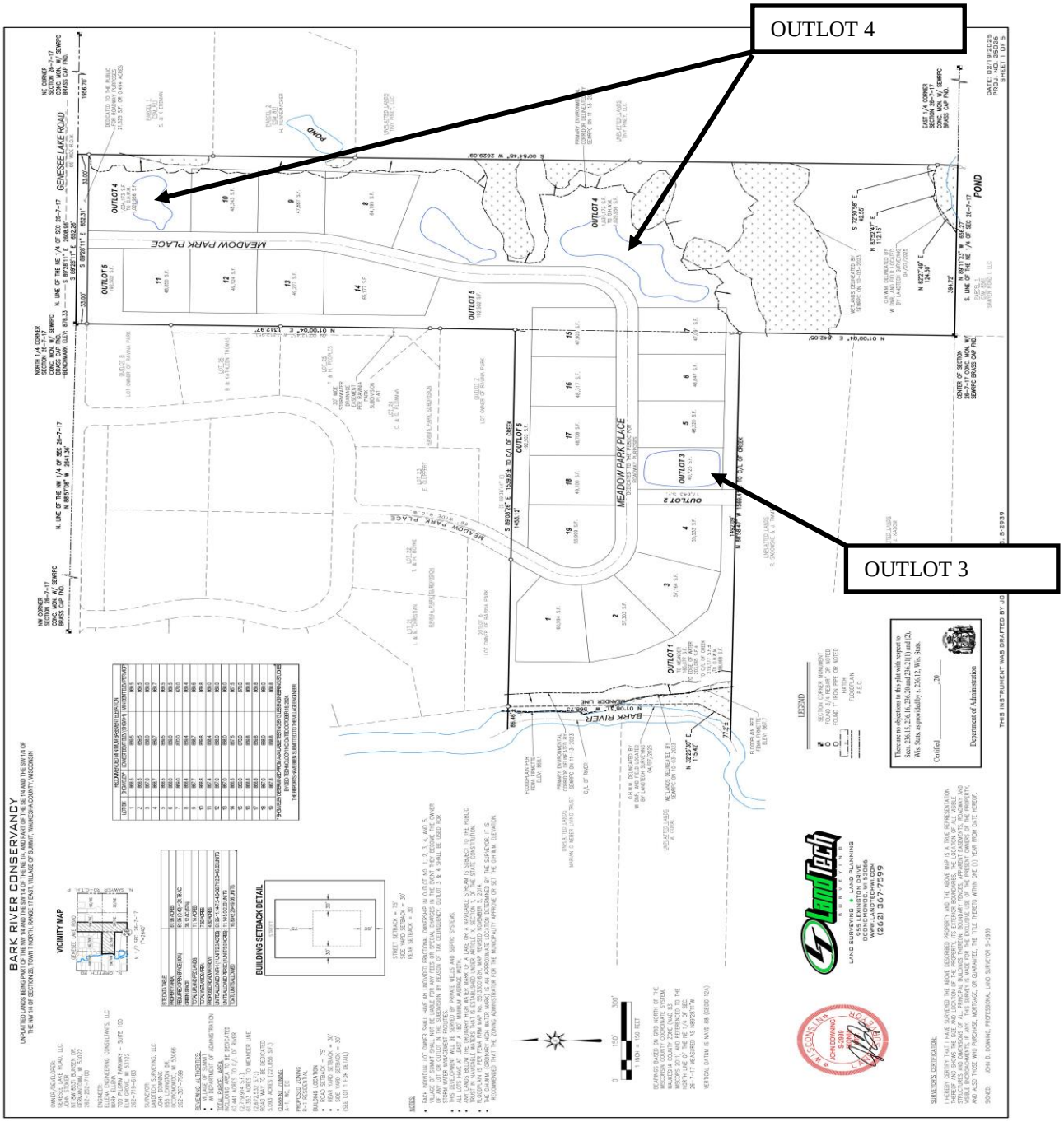


EXHIBIT A2
LEGAL DESCRIPTION OF STORMWATER MAINTENANCE EASEMENT

OUTLOT 3 AND OUTLOT 4 OF THE BARK RIVER CONSERVANCY SUBDIVISION PLAT. UNPLATTED LANDS BEING PART OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

Exhibit B – Location Map

Location of Storm Water Management Practices Covered by this Agreement

Subdivision Name: Bark River Conservancy
Storm water practices: Infiltration pond, outlet piping and overflow weir.
Owners of Outlots: Owners of Developed Lots.
Location of Practices: Outlot 3.

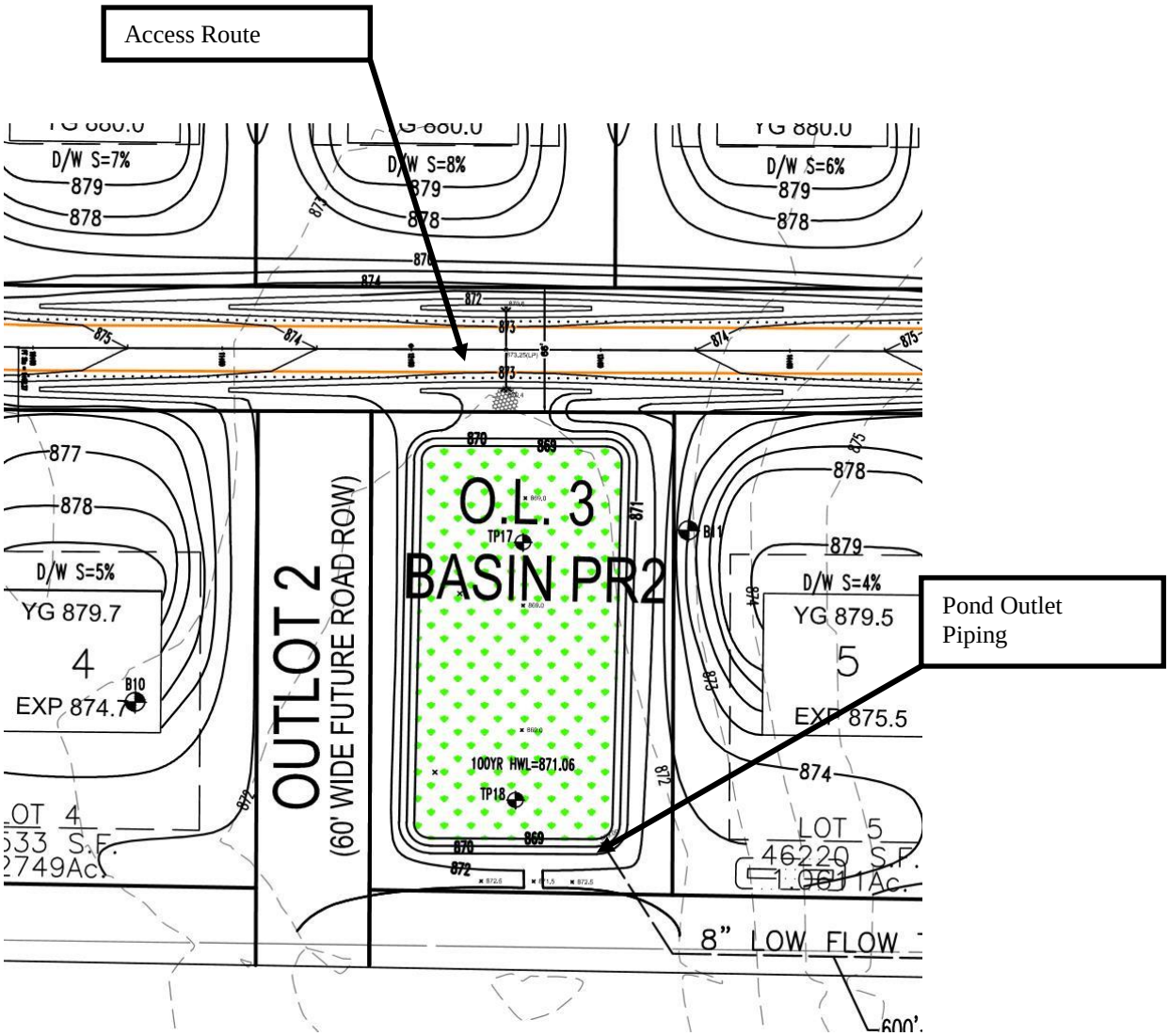


Exhibit B – Location Map Continued

Location of Storm Water Management Practices Covered by this Agreement

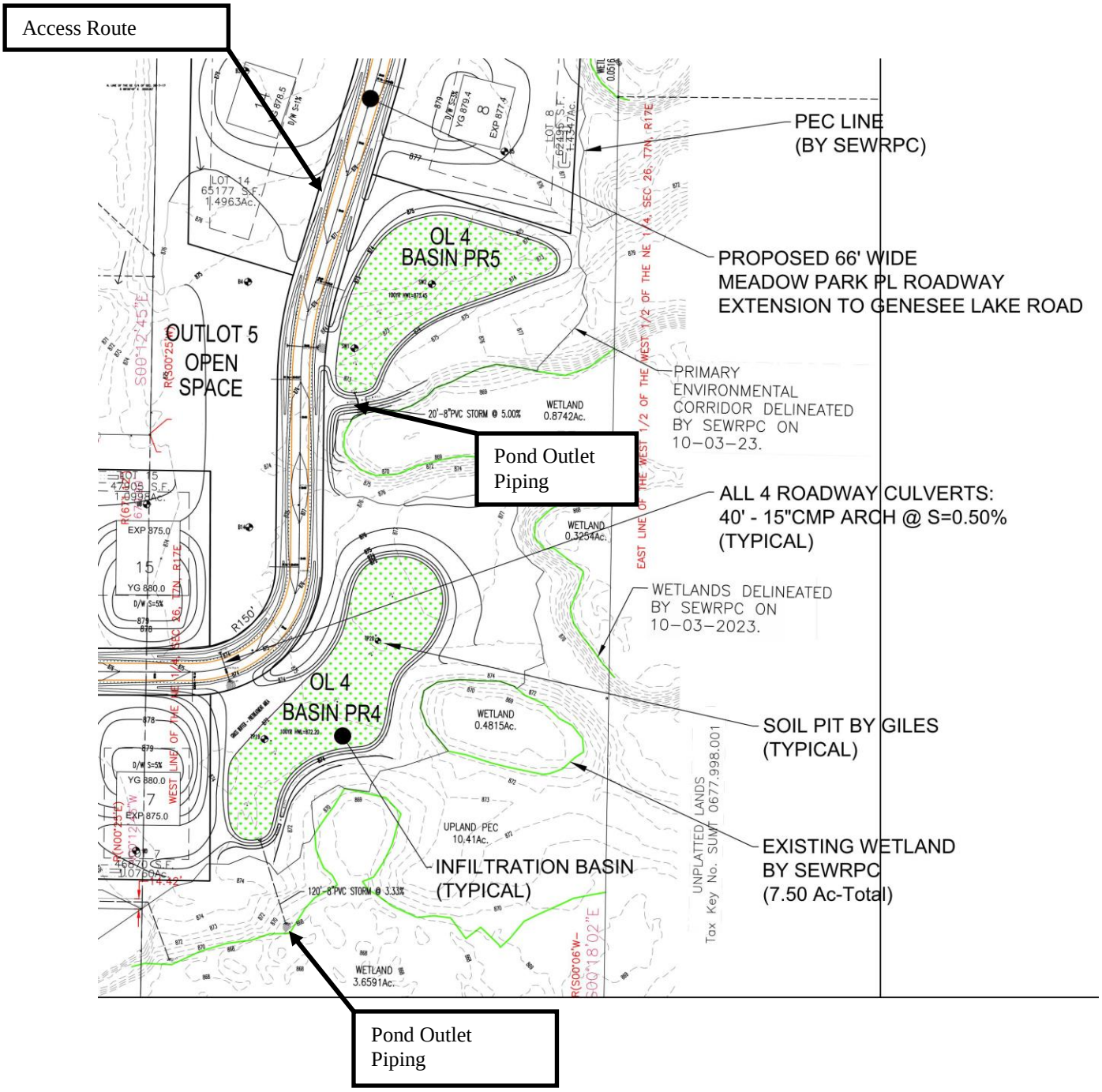


Exhibit B – Location Map Continued

Location of Storm Water Management Practices Covered by this Agreement

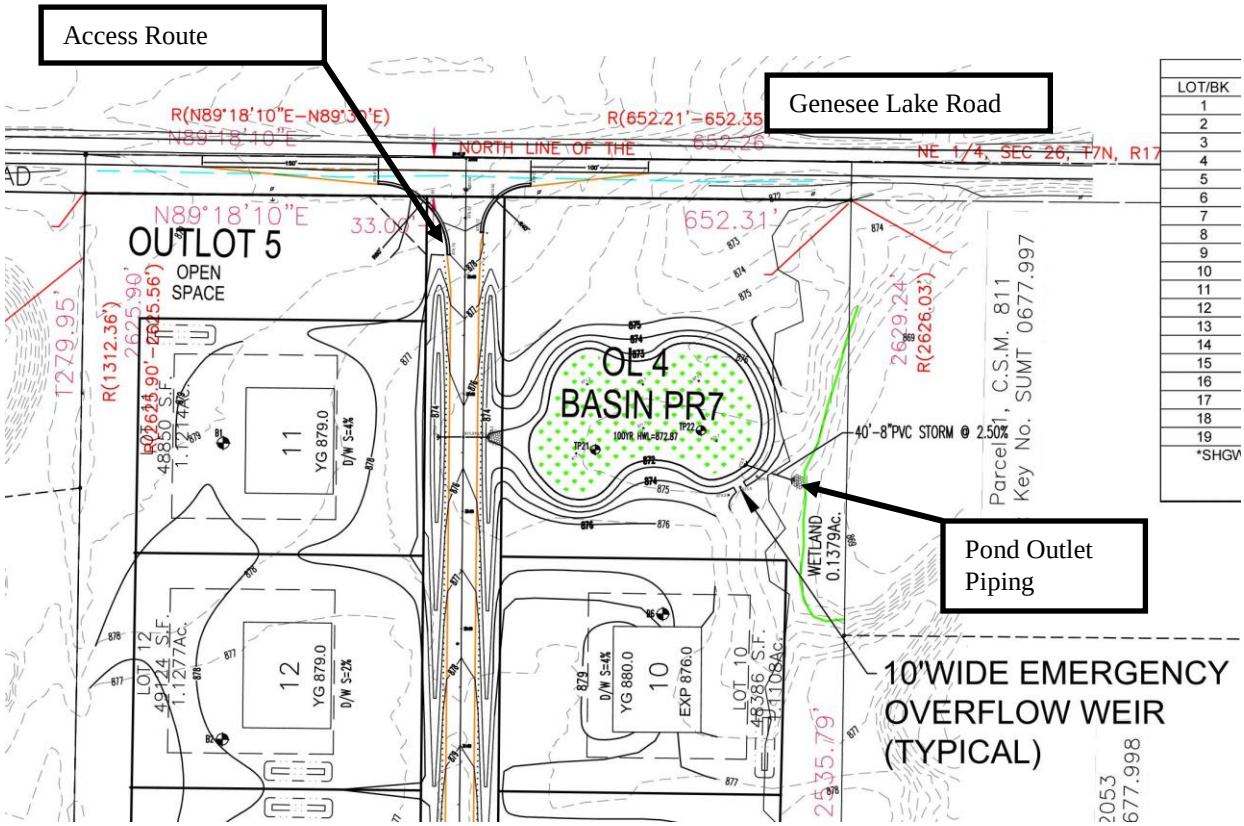
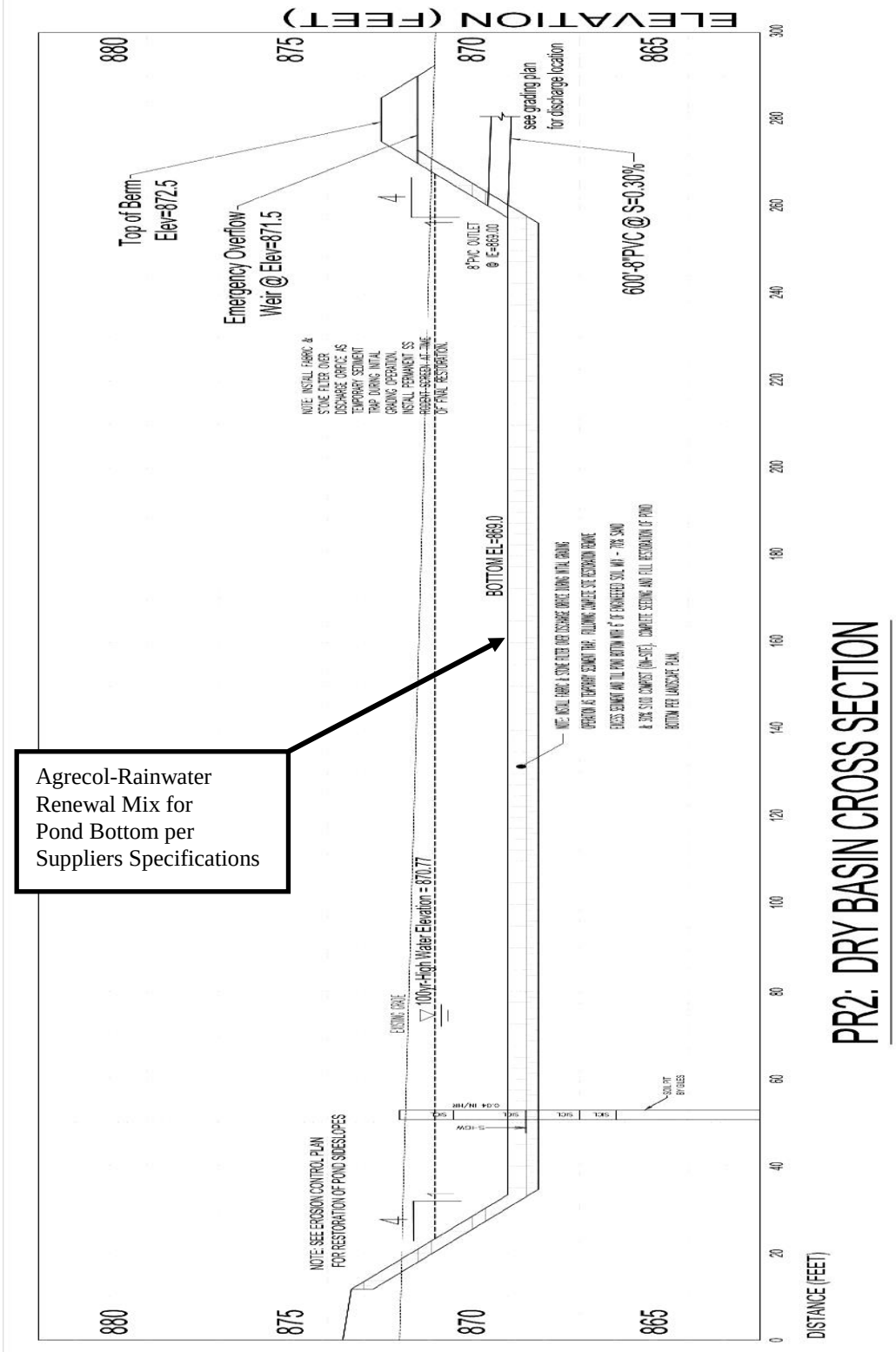


Exhibit C – Basin Details

Storm Water Management Practice Details Covered by this Agreement



PR2: DRY BASIN CROSS SECTION

Exhibit C – Basin Details Continued

Storm Water Management Practice Details Covered by this Agreement

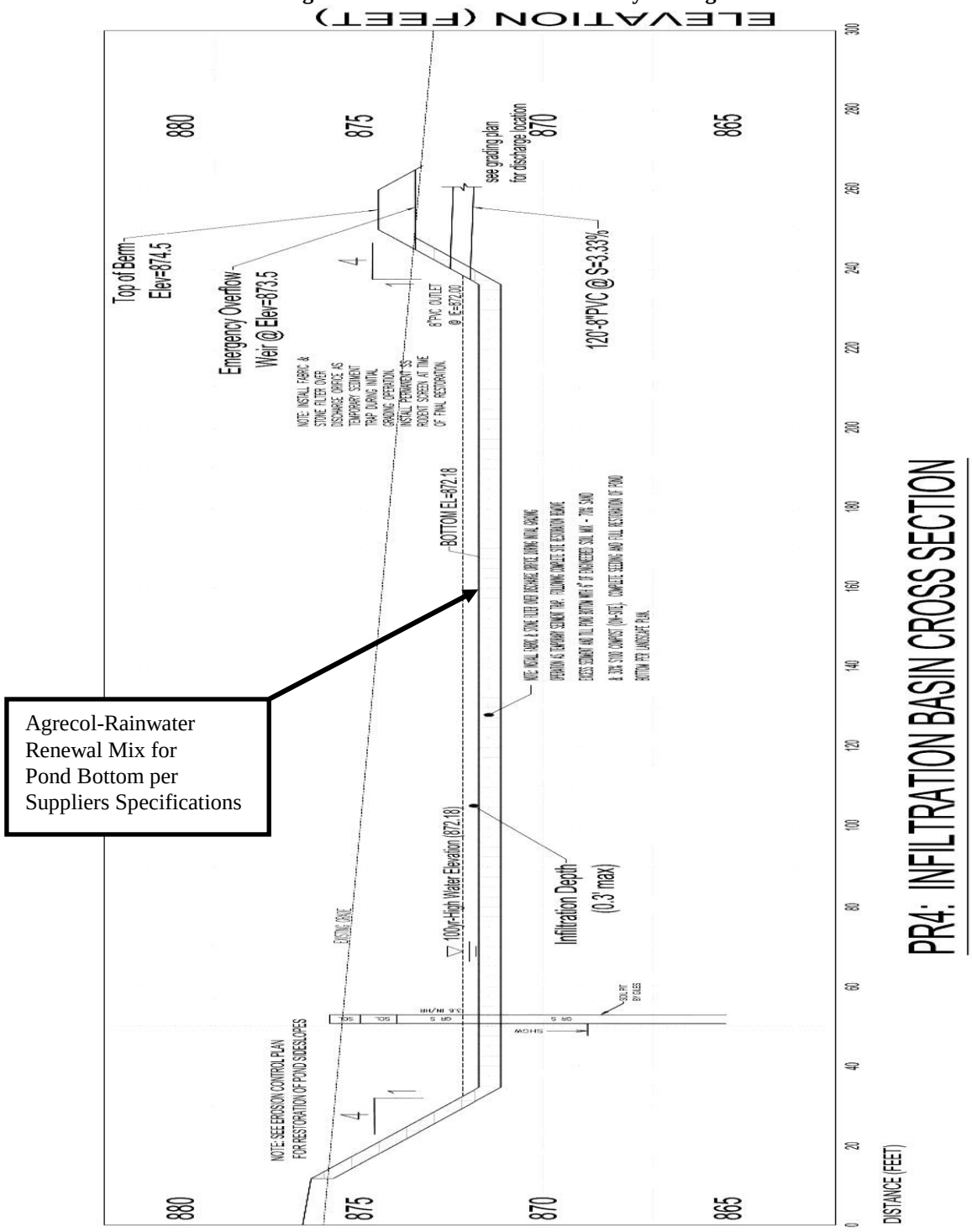
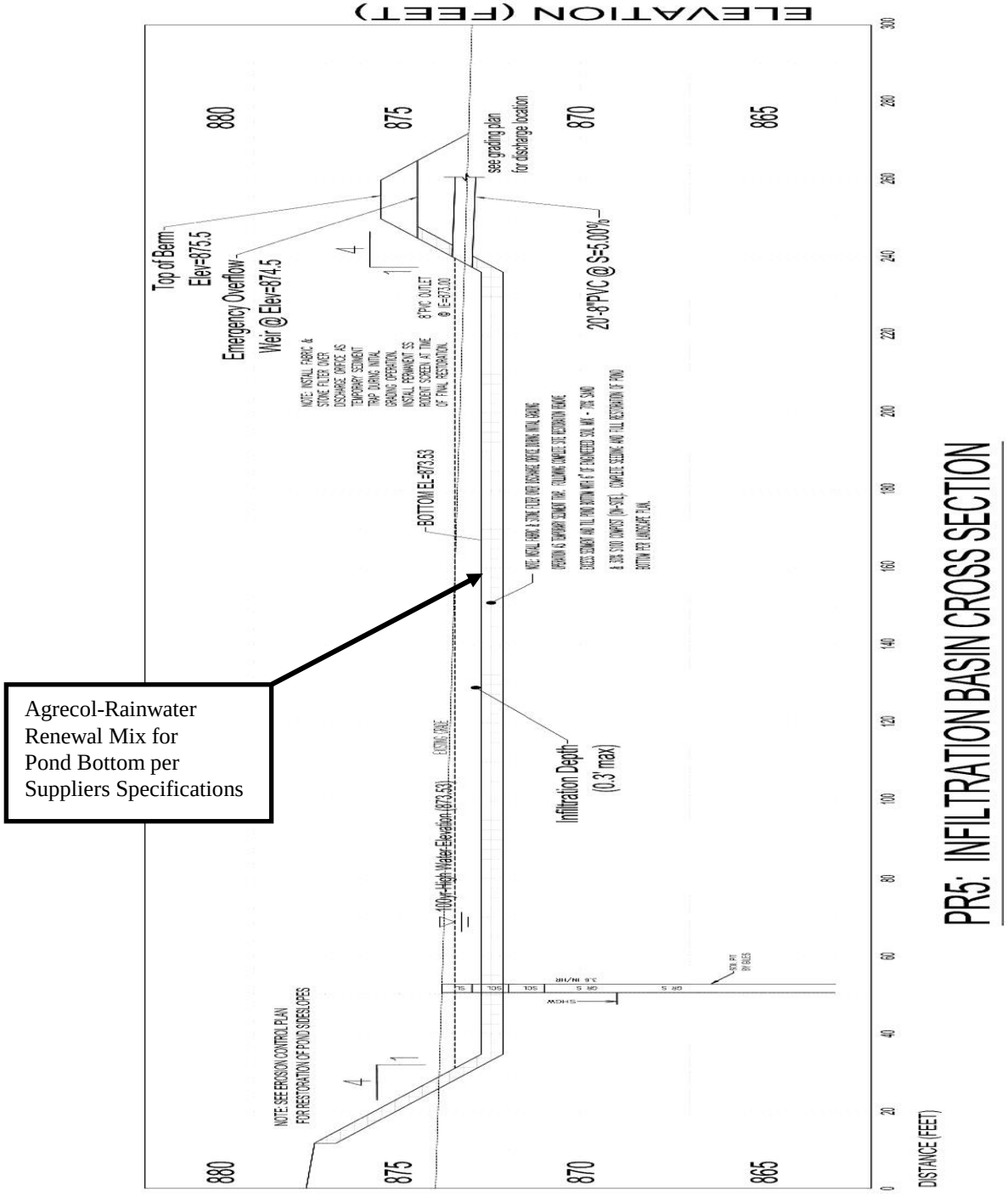


Exhibit C2 – Basin Details Continued

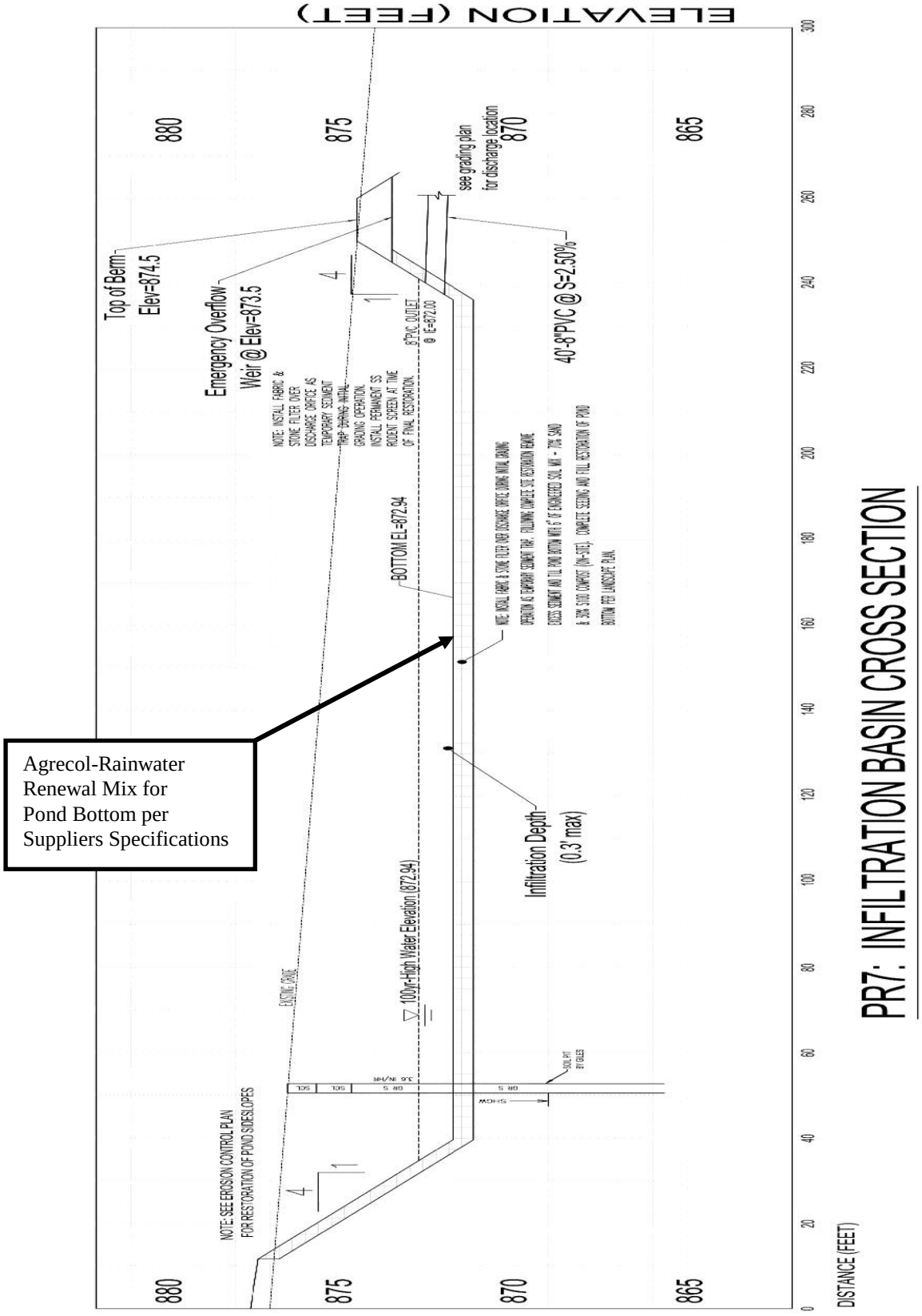
Storm Water Management Practice Details Covered by this Agreement



Agrecol-Rainwater Renewal Mix for Pond Bottom per Suppliers Specifications

Exhibit C – Basin Details Continued

Storm Water Management Practice Details Covered by this Agreement



Agrecol-Rainwater Renewal Mix for Pond Bottom per Suppliers Specifications

EXHIBIT D

Bark River Conservancy Development
Village of Summit, Waukesha County, WI

MAINTENANCE PLAN

Minimum Maintenance Requirements for BMP practices:

System Description:

The BMP's are designed to treat and slow release the runoff from the developed area in accordance with the Village's current SWM requirements. The dry basin located in Outlot 3 will be seeded with grass maintained at an average depth of 12" reduce pollutant discharge. The remaining BMP's are designed to intercept runoff and allow for seepage (infiltration) into the underlying soil and groundwater. Swales function to convey runoff to the basins, as well as filter pollutants, especially from smaller storms. To function correctly, the basin, side slopes, berm, vegetation, outlet piping and overflow must be maintained as specified in this Agreement.

Minimum Maintenance Requirements:

To ensure the proper function of storm water BMP's, the following list of maintenance activities are required:

1. A minimum of 70% soil cover made up of Agrecol-Rainwater Renewal seed mix must be maintained on the basin bottom to ensure pollutant removals and infiltration rates. The dry basin in the rear of Lots 17/18 shall be maintained to an average grass depth of 12". Periodic burning or mowing is recommended to enhance establishment of the prairie grasses (which may take 2-3 years) and maintain the minimum native cover. To reduce competition from cool season grasses (bluegrass, fescues, quack, etc.) and other weeds:
   - First Growing Season
     1. Control unwanted invasive "weedy" species by mowing entire planted area with a flail-type mower to six inches when growth reaches 10 to 12 inches, or once a month, whichever is sooner. Remove all clippings. Repeat this step as often as necessary to ensure that no weeds go to seed, and to prevent tall weeds from shading out the prairie plantings. This will prevent production of more weeds, which could continue to cause problems the second year. Native wildflowers and grasses rarely exceed six inches in the first season and will not be harmed.
     2. DO NOT PULL WEEDS. Since wildflower seedlings remain very small in the first year, pulling weeds may uproot the plantings.
     3. After last mow of the season, leave dead vegetation standing over winter for insulation and to reduce potential frost heave.

- Second Growing Season
    1. Mow vegetation to the ground in early to mid-spring and rake off the cuttings.
    2. Control biennial weed growth by mowing entire planted area with a flail-type mower to 12 inches in late spring or early summer (mid-June), and remove all clippings. This will kill unwanted weeds or severely set them back. Native plants rarely exceed 12 inches in the second year and will not be harmed. Repeat as necessary.

    Leave dead vegetation standing over winter for insulation and to reduce potential frost heave.
- Third Growing Season
    1. Mow vegetation to the ground in early to mid-spring and rake off the cuttings.
- Fourth Growing Season and Beyond
    1. Mow in early June each year to help control the spread of cool season plants. The mowing should also be raised to 12" to avoid damage to the warm season plants.
    2. Burning may also be used to manage weeds in 2-5 years intervals. Late spring burns (mid-late May) provide maximum stimulus to warm season grasses and work well to control cool season grasses. Burn when the cool season grasses are growing and the warm season plants are just barely starting to grow to get maximum control of cool season species.
- Any major bare areas or areas taken over by nonnative species must be reseeded. To clear area of weeds and cool season grasses, treat with an herbicide that contains glysophosphate in accordance with manufacturer's instructions. Ensure a firm seedbed is prepared to a depth of 3 inches (a roller is recommended). Seed with originally specified seed mix between March 1st and June 30th. Seed must be placed at a depth of 1/8" at a minimum rate of 10 lbs/acre. If broadcast seeding by hand, drag leaf rake over soil surface after seeding. Then roll it again and cover with a light layer of mulch and staked erosion control netting to hold it in place until germination. A companion crop of oats or annual rye is recommended.

2. The basin and all components (grass swales, inlets, outlets, etc.) should be inspected after each heavy rain. 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.
    - If soil testing shows that the soil surface has become crusted in the infiltration areas, sealed or compacted, deep tillage should be performed. Deep tillage will cut through the underlying soils at a 2-3 foot depth, loosening the soil and improving infiltration rates, with minimal disturbance of the surface vegetation. Types of tillage equipment that can be used include a sub-soiler or straight, narrow-shanked chisel plow.
    - 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.

- If inspection of the monitoring well (if applicable) shows that groundwater is regularly near the surface, additional design features may need to be considered, such as subsurface drainage or conversion to a wetland treatment system.

3. All outlet pipes, swales and overflow weirs must be kept free of debris. Any blockage must be removed immediately.
4. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the system. Erosion matting is recommended for repairing grassed areas.
5. Heavy equipment and vehicles must be kept off of the bottom and side slopes of the basins to prevent soil compaction. Soil compaction will reduce infiltration rates and may cause failure of the basin, resulting in ponding and possible growth of wetland plants.
6. No trees are to be planted or allowed to grow on the earthen berms or bottom of the basins. On the berms, tree root systems can reduce soil compaction and cause berm failure. On the basin bottoms, trees may shade out the native grasses. Woody vegetation must be removed.
7. Grass swales leading to the basin 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.
8. No grading or filling of the basins or berms other than for sediment removal is allowed.
9. Periodic mowing of the basin side slopes and swales will encourage rigorous grass cover and allow better inspections for erosion.
10. 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 sent directly to the Village of Summit Director of Public Works. Failure to complete the yearly spring inspection will be cause for the Village to inspect the basin and conveyances, at the Owner's cost, as outlined above.
11. All other repairs or maintenance needed to ensure the continued function of the basin as ordered by the Village of Summit under the provisions previously listed in this Agreement.
12. Final grading of individual lots by each homeowner shall be conducted in conformance with the State of Wisconsin Best Management Practices and all applicable requirements set forth by the Village of Summit.

From: Brian Pehl
To: Mark Ellena; Amy Barrows; Dean Frederick
Cc: Kamron Nash
Subject: RE: Bark River Conservancy - Infiltration Basin Seed Mix
Date: Thursday, September 4, 2025 4:52:46 PM

Mark,
Please make the following changes to the SWMA prior to recommending approval:

1. Please provide summary for each of the basins for Exhibit B – Location Map; similar to the summary you provided for Basin PR2. Not all the basins are located in Outlot 3, so you'll need to identify the type of basin each of them are, the various practices for each, the location of the practices and please also better identify the Owners of the Outlots… there should be a description provided in the final plat being prepared. I'm assuming it will be a divided ownership between the 19 lot owners.
2. For Basin PR2, please add the entire length of the outlet piping on the location map so the end of the it can be identified and located by whomever does the future inspection.
3. Did you intend to add the exhibits that you attached to the most recent email? If so, please update the entire agreement with them.

Amy,
Since I'm getting this to Mark late in the day, I'd be ok with you putting this on the agenda conditioned upon providing the information noted above. I probably won't have time to review any other revisions until tomorrow.

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

414.507.8840 Cell – Working Remotely

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From: Mark Ellena <Mellena@eeceng.com>
Sent: Thursday, September 4, 2025 3:46 PM
To: Amy Barrows <planner@villageofsummitwi.gov>; Brian Pehl <bpehl@sehinc.com>; Dean Frederick <trdaf@msn.com>
Cc: Kamron Nash <pwdirector@villageofsummitwi.gov>
Subject: Re: Bark River Conservancy - Infiltration Basin Seed Mix

Amy

Here you go.

Sincerely,

Mark

Mark R. Ellena, PE

Ellena Engineering Consultants, LLC

700 Pilgrim Parkway, Suite 100

Elm Grove, WI 53122

(262) 719-6183

Email: mellena@eeceng.com

Website: www.ellenaengineering.com

EEC

ELLENA ENGINEERING CONSULTANTS, LLC

SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT

VALUE ENGINEERING BY DESIGN

From: Amy Barrows <planner@villageofsummitwi.gov>
Sent: Thursday, September 4, 2025 10:29 AM
To: Brian Pehl <bpehl@sehinc.com>; Dean Frederick <trdaf@msn.com>
Cc: Kamron Nash <pwdirector@villageofsummitwi.gov>; Mark Ellena <Mellena@eeceng.com>
Subject: RE: Bark River Conservancy - Infiltration Basin Seed Mix

Mark,

Can you make sure the updated basin seed mix is incorporated in the details provided in the SWMA for BRC? Please update any other details necessary and forward the final SWMA and Exhibits. I will also need a hard scaled/legible copy of all exhibits for our file.

Can a pdf of the final document be provided yet today? I'd like to put this on the Village Board agenda next week but my reports are due today.

AMY BARROWS
Village Planner
She/Her
262.567.2757
262.567.4115
planner@villageofsummitwi.gov
37100 Delafield Rd
Summit WI 53066
villageofsummitwi.gov

From: Brian Pehl <bpehl@sehinc.com>
Sent: Thursday, August 28, 2025 4:19 PM
To: Dean Frederick <trdaf@msn.com>
Cc: Kamron Nash <pwdirector@villageofsummitwi.gov>; Amy Barrows <planner@villageofsummitwi.gov>; Mark Ellena <mellena@eeceng.com>
Subject: RE: Bark River Conservancy - Infiltration Basin Seed Mix

Dean,
Agrecol's Rainwater Renew seed mix is acceptable and should be added to the landscape plan. Any deviations should be submitted for consideration prior to substituting.

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

414.507.8840 Cell – Working Remotely

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From: Dean Frederick <trdaf@msn.com>
Sent: Wednesday, August 27, 2025 4:17 PM
To: Brian Pehl <bpehl@sehinc.com>
Cc: Kamron Nash <pwdirector@villageofsummitwi.gov>; Amy Barrows <planner@villageofsummitwi.gov>; Mark Ellena <mellena@eeceng.com>
Subject: Bark River Conservancy - Infiltration Basin Seed Mix

Good Afternoon Brian!

Following up on the Preconstruction Meeting, I researched the Agrecol website for a seed mix for the bottom of the infiltration basins. There were a few choices. I chose the Rainwater Renewal Mix because it was best suited for basins which drain within 48 hours and can experience long dry periods between storms. Please let me know if you agree and would approve this seed mix.

If you should have any questions or need additional information, please feel free to

contact me at your convenience.

Thanks,

Dean

Dean Frederick
Technical Engineering Consultants LLC
(414) 791-5373 Office & Cell
(262) 746-3627 Fax

Technical Engineering Consultants, LLC
622 E Anne Street
Oconomowoc, WI 53066

Please Visit *MBABuilds.org*

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September 4, 2025

RE: Village of Summit
The Gathering Final Plat Review Letter
SEH No. 176551 Task 41

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

Dear Ms. Barrows:

We have reviewed the final plat for The Gathering Development being developed by Siepmann Realty Corporation and prepared by Pinnacle Engineering Group. The final plat reviewed is dated July 7, 2025. We provide the following comment.

1) Debra Michael's title is incomplete for the Village Board Approval Certificate. Debra Michael should also be listed as the Village Treasurer, with her entire title, for the Village of Summit Treasurer's Certificate. Both signature lines need to be updated.

Please contact me with any questions or comments at 414.949.8919 or kkindred@sehinc.com.

Sincerely,

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

x:\pt\s\summv\176551\task 41 - lurvey development review - the gathering\corr\review letters\176551 task 41- the gathering final plat review 09-04-2025.docx

VILLAGE OF SUMMIT
37100 Delafield Road, Summit, WI 53066

Permit #: 2025-07
Date: July 31st, 2025 Tax Key No: SUMT0714999001

APPLICATION FOR EROSION CONTROL PERMIT OR COMBINED EROSION CONTROL/STORM WATER MANAGEMENT PERMIT

Owner Mark & Eileen Lurvey Trust
Address 35680 Wayfare Trail, Oconomowoc, WI 53066
Phone Number 262-470-1695 E-Mail lurveyma@idcnet.com
General Contractor Siepmann Realty Corporation
Address W229 N1433 Westwood Dr., Suite 200, Waukesha, WI 53186
Phone Number 262-650-9700 E-Mail chris@siepmannrealty.com

PROJECT LOCATION The Gathering
Building Address 543 Wayfare Trl, Oconomowoc, WI 53066
Zoning District R-3

PERMIT REQUESTED FOR:

___ Erosion Control, less than 1 Acre disturbed
___ Erosion Control, 1 Acre or more disturbed
_X_ Erosion Control and Storm Water Management

TYPE OF CONSTRUCTION:

___ Commercial Property
___ Condominium
___ Other
_X_ Subdivision
___ Industrial Property
___ Institutional Property
___ Existing Single Family/ Duplex*

* Note: New Single Family/Duplex construction is covered by the State UDC form.

SIZE OF DISTURBED Area (acres): 13.7 acres

DOCUMENTATION SUBMITTED:

(Item)	(Date of Revision)
Grading plan as previously submitted	Approved Plans dated 07/10/2025

PERMIT FEES:
Less than 1 Acre Disturbed: ($50.00)
Other: ($50.00 per disturbed Acre) 13.7 Acres X $50.00=

	FEE
TOTAL FEES	$685.00

Double Fees will be charged if work is started before permit is issued.

The applicant agrees to comply with the Village Ordinances and with the conditions of this permit; understands that the issuance of the permit creates no legal liability, expressed or implied, on the Village; consents to periodic on-site inspection by Village personnel or agents and to payment of costs for review of documents submitted with this permit and for inspection for compliance with the conditions of this permit; and certifies that all the above information is accurate.

APPLICANT SIGNATURE: [signature] DATE: 8/1/25

REVIEWER'S SIGNATURE: [signature] APPROVAL DATE: 08/01/2025

Form EC, Updated July, 2019

THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC

ENGINEERING IMPROVEMENT PLANS
FOR
THE GATHERING
VILLAGE OF SUMMIT, WAUKESHA CO., WISCONSIN

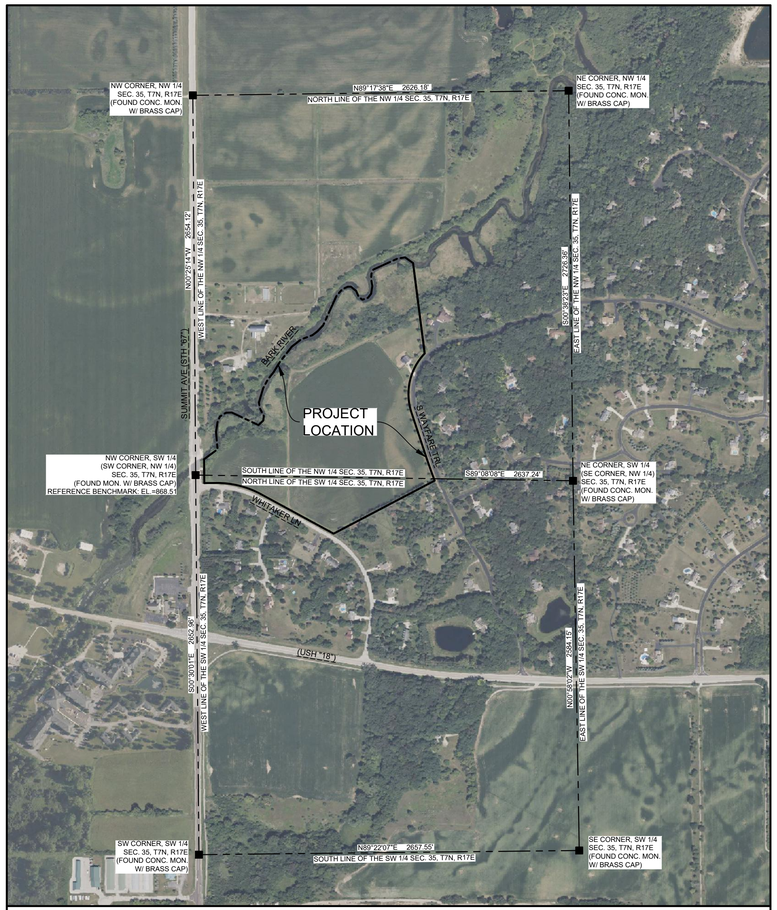
PLANS PREPARED FOR
MARK & EILEEN LURVEY TRUST
C/O SIEPMANN REALTY CORPORATION
ATTN: JOHN SIEPMANN
W240 N1221 PEWAUKEE ROAD
WAUKESHA, WI 53188
PHONE: 262-650-9700

LEGEND

	EXISTING	PROPOSED
SANITARY SEWER MANHOLE	S	
STORM SEWER MANHOLE	ST	
STORM SEWER CATCH BASIN (ROUND CASTING)		
STORM SEWER CATCH BASIN (RECTANGULAR CASTING)		
PRECAST FLARED END SECTION		
CONCRETE HEADWALL		
VALVE BOX		
FIRE HYDRANT		
CLEANOUT		
SANITARY SEWER		
FORCE MAIN		
STORM SEWER		
DRAIN TILE		
WATER MAIN	W	W
FIRE PROTECTION		FP
ELECTRICAL CABLE	E	E
OVERHEAD WIRES	OHW	OHW
GAS MAIN	G	G
TELEPHONE LINE	T	T
UTILITY CROSSING		
CAUTION EXISTING UTILITIES NEARBY		CAUTION
GRANULAR TRENCH BACKFILL		
LIGHTING		
ELECTRICAL TRANSFORMER OR PEDESTAL	TF	
POWER POLE		
POWER POLE WITH LIGHT		
GUY WIRE		
STREET SIGN		
CONTOUR	749	(749)
SPOT ELEVATION	×(750.00)	✦750.00
WETLANDS		
PRIMARY ENVIRONMENTAL CORRIDOR	PEC	
FLOODWAY		
FLOODPLAIN		
HIGH WATER LEVEL (HWL)		
NORMAL WATER LEVEL (NWL)		
DIRECTION OF SURFACE FLOW		GRASS / PAVEMENT
DITCH OR SWALE		
DIVERSION SWALE		
OVERFLOW RELIEF ROUTING		
TREE WITH TRUNK SIZE	6" 6"	
SOIL BORING	B-6	B-1
TOPSOIL PROBE	P-6	P-1
FENCE LINE, TEMPORARY SILT	SF	SF
FENCE LINE, WIRE	SF	SF
FENCE LINE, CHAIN LINK OR IRON		
FENCE LINE, WOOD OR PLASTIC		
CONCRETE SIDEWALK		
CURB AND GUTTER		
DEPRESSED CURB		
REVERSE PITCH CURB & GUTTER		
EASEMENT LINE		

ABBREVIATIONS

BL	BASE LINE	MH	MANHOLE
BP	BOTTOM OF PIPE	NWL	NORMAL WATER LEVEL
C	LONG CHORD OF CURVE	PC	POINT OF CURVATURE
C & G	CURB AND GUTTER	PT	POINT OF TANGENCY
CB	CATCH BASIN	PVI	POINT OF VERTICAL INTERSECTION
CL	CENTERLINE	R	RADIUS
D	DEGREE OF CURVE	ROW	RIGHT-OF-WAY
EP	EDGE OF PAVEMENT	SAN	SANITARY SEWER
FF	FINISHED FLOOR	ST	STORM SEWER
FG	FINISHED GRADE	T	TANGENCY OF CURVE
FL	FLOW LINE	TB	TOP OF BANK
FP	FLOODPLAIN	TC	TOP OF CURB
FR	FRAME	TF	TOP OF FOUNDATION
FW	FLOODWAY	TP	TOP OF PIPE
FYG	FINISHED YARD GRADE	TS	TOP OF SIDEWALK
HWL	HIGH WATER LEVEL	TW	TOP OF FOUNDATION WALL
INV	INVERT	WM	WATER MAIN
L	LENGTH OF CURVE	△	INTERSECTION ANGLE



LOCATION MAP
SCALE: 1" = 500'

INDEX OF SHEETS

C-1	COVER SHEET
C-2	SITE PLAN
C-3 - C-4	INTERIM GRADING & EROSION CONTROL PLAN
C-5 - C-6	MASTER GRADING PLAN
C-7 - C-8	CONSTRUCTION DETAILS

GENERAL NOTES

1. THE INTENTION OF THE PLANS AND SPECIFICATIONS IS TO SET FORTH PERFORMANCE AND CONSTRUCTION MATERIAL STANDARDS FOR THE PROPER EXECUTION OF WORK. ALL WORKS CONTAINED WITHIN THE PLANS AND SPECIFICATIONS SHALL BE COMPLETED IN ACCORDANCE WITH ALL REQUIREMENTS FROM LOCAL, STATE, FEDERAL OR OTHER GOVERNING AGENCY'S LAWS, REGULATIONS, JURISDICTIONAL ORDINANCES/CODES/RULES/ETC., AND THE OWNER'S DIRECTION.
2. THE CONTRACTOR IS RESPONSIBLE TO REVIEW AND UNDERSTAND ALL COMPONENTS OF THE PLANS AND SPECIFICATIONS, INCLUDING FIELD VERIFYING SOIL CONDITIONS, PRIOR TO SUBMISSION OF A BID PROPOSAL.
3. THE CONTRACTOR SHALL PROMPTLY REPORT ANY ERRORS OR AMBIGUITIES LEARNED AS PART OF THEIR REVIEW OF PLANS, SPECIFICATIONS, REPORTS AND FIELD INVESTIGATIONS.
4. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE COMPUTATION OF QUANTITIES AND WORK REQUIRED TO COMPLETE THIS PROJECT. THE CONTRACTOR'S BID SHALL BE BASED ON ITS OWN COMPUTATIONS AND IN NO SUCH INSTANCE RELY ON THE ENGINEER'S ESTIMATE.
5. QUESTIONS/CLARIFICATIONS WILL BE INTERPRETED BY ENGINEER/OWNER PRIOR TO THE AWARD OF CONTRACT. ENGINEER/OWNER WILL SUBMIT OFFICIAL RESPONSES IN WRITING. INTERPRETATIONS PRESENTED IN OFFICIAL RESPONSES SHALL BE BINDING ON ALL PARTIES ASSOCIATED WITH THE CONTRACT. IN NO WAY SHALL WORD-OF-MOUTH DIALOG CONSTITUTE AN OFFICIAL RESPONSE.
6. PRIOR TO START OF WORK, CONTRACTOR SHALL BE COMPLETELY FAMILIAR WITH ALL CONDITIONS OF THE SITE, AND SHALL ACCOUNT FOR CONDITIONS THAT AFFECT, OR MAY AFFECT CONSTRUCTION INCLUDING, BUT NOT LIMITED TO, LIMITATIONS OF WORK ACCESS, SPACE LIMITATIONS, OVERHEAD OBSTRUCTIONS, TRAFFIC PATTERNS, LOCAL REQUIREMENTS, ADJACENT ACTIVITIES, ETC. FAILURE TO CONSIDER SITE CONDITIONS SHALL NOT BE CAUSE FOR CLAIM OF JOB EXTRAS.
7. COMMENCEMENT OF CONSTRUCTION SHALL EXPLICITLY CONFIRM THAT THE CONTRACTOR HAS REVIEWED THE PLANS AND SPECIFICATIONS IN ENTIRETY AND CERTIFIES THAT THEIR SUBMITTED BID PROPOSAL CONTAINS PROVISIONS TO COMPLETE THE PROJECT, WITH THE EXCEPTION OF UNFORESEEN FIELD CONDITIONS; ALL APPLICABLE PERMITS HAVE BEEN OBTAINED; AND CONTRACTOR UNDERSTANDS ALL OF THE REQUIREMENTS OF THE PROJECT.
8. SHOULD ANY DISCREPANCIES OR CONFLICTS IN THE PLANS OR SPECIFICATIONS BE DISCOVERED AFTER THE AWARD OF CONTRACT, ENGINEER SHALL BE NOTIFIED IN WRITING IMMEDIATELY AND CONSTRUCTION OF ITEMS AFFECTED BY THE DISCREPANCIES/CONFLICTS SHALL NOT COMMENCE, OR CONTINUE, UNTIL A WRITTEN RESPONSE FROM ENGINEER/OWNER IS DISTRIBUTED. IN THE EVENT OF A CONFLICT BETWEEN REFERENCED CODES, STANDARDS, SPECIFICATIONS AND PLANS, THE ONE ESTABLISHING THE MOST STRINGENT REQUIREMENTS SHALL BE FOLLOWED.
9. THE CONTRACTOR SHALL, AT ITS OWN EXPENSE, OBTAIN ALL NECESSARY PERMITS AND LICENSES TO COMPLETE THE PROJECT. OBTAINING PERMITS, OR DELAYS, IS NOT CAUSE FOR DELAY OF THE CONTRACT OR SCHEDULE. CONTRACTOR SHALL COMPLY WITH ALL PERMIT REQUIREMENTS.
10. THE CONTRACTOR SHALL NOTIFY ALL INTERESTED GOVERNING AGENCIES, UTILITY COMPANIES AFFECTED BY THIS CONSTRUCTION PROJECT, AND DIGGER'S HOTLINE IN ADVANCE OF CONSTRUCTION TO COMPLY WITH ALL JURISDICTIONAL ORDINANCES/CODES/RULES/ETC., PERMIT STIPULATIONS, AND OTHER APPLICABLE STANDARDS.
11. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE TO INITIATE, INSTITUTE, ENFORCE, MAINTAIN, AND SUPERVISE ALL SAFETY PRECAUTIONS AND JOB SITE SAFETY PROGRAMS IN CONNECTION WITH THE WORK.
12. CONTRACTOR SHALL KEEP THE JOBSITE CLEAN AND ORDERLY AT ALL TIMES. ALL LOCATIONS OF THE SITE SHALL BE KEPT IN A WORKING MANNER SUCH THAT DEBRIS IS REMOVED CONTINUOUSLY AND ALL RESPECTIVE CONTRACTORS OPERATE UNDER GENERAL "GOOD HOUSEKEEPING."
13. THE CONTRACTOR SHALL INDEMNIFY THE OWNER, ENGINEER, AND THEIR AGENTS FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, AND TESTING OF THE WORK ON THIS PROJECT.

APPLICANT/DEVELOPER	CIVIL ENGINEERING CONTACTS
MARK & EILEEN LURVEY TRUST C/O SIEPMANN REALTY CORPORATION ATTN: JOHN SIEPMANN W240 N1221 PEWAUKEE ROAD WAUKESHA, WI 53188 PHONE: (262) 650-9700	ANTHONY S. ZANON, P.E. ERIC J. MAKI, P.E. 20725 WATERTOWN ROAD, SUITE 100 BROOKFIELD, WI 53186 (262) 754-8888 EMAIL: tony.zanon@pinnacle-engr.com emaki@pinnacle-engr.com

WISCONSIN — ERIC J. MAKI — E-38084 — BROOKFIELD, WI — PROFESSIONAL ENGINEER

EXPIRATION DATE: JULY 31st, 2026

DIGGERS HOTLINE
Toll Free (800) 242-8511
Milwaukee Area (414) 259-1181
Hearing Impaired TDD (800) 542-2289
www.DiggersHotline.com

PINNACLE ENGINEERING GROUP, LLC
ENGINEER'S LIMITATION

PINNACLE ENGINEERING GROUP, LLC AND THEIR CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ACCURACY AND COMPLETENESS OF THE DELIVERABLES HEREIN BEYOND A REASONABLE DILIGENCE. IF ANY MISTAKES, OMISSIONS, OR DISCREPANCIES ARE FOUND TO EXIST WITHIN THE DELIVERABLES, THE ENGINEER SHALL BE PROMPTLY NOTIFIED PRIOR TO BID SO THAT HE MAY HAVE THE OPPORTUNITY TO TAKE WHATEVER STEPS NECESSARY TO RESOLVE THEM. FAILURE TO PROMPTLY NOTIFY THE ENGINEER OF SUCH CONDITIONS SHALL ABSOLVE THE ENGINEER FROM ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH FAILURE. ACTIONS TAKEN WITHOUT THE KNOWLEDGE AND CONSENT TO THE ENGINEER, OR IN CONTRADICTION TO THE ENGINEER'S DELIVERABLES OR RECOMMENDATIONS, SHALL BECOME THE RESPONSIBILITY NOT OF THE ENGINEER BUT OF THE PARTIES RESPONSIBLE FOR TAKING SUCH ACTION.

FURTHERMORE, PINNACLE ENGINEERING GROUP, LLC IS NOT RESPONSIBLE FOR CONSTRUCTION SAFETY OR THE MEANS AND METHODS OF CONSTRUCTION.

REVIEWED: ASZ
DESIGNED: EM
DRAFTED: BR

PLAN | DESIGN | DELIVER
www.pinnacle-engr.com
PINNACLE ENGINEERING GROUP
ENGINEERING | NATURAL RESOURCES | SURVEYING

WISCONSIN OFFICE:
20725 WATERTOWN ROAD
BROOKFIELD, WI 53186
(262) 754-8888
CHICAGO | MILWAUKEE · NATIONWIDE

THE GATHERING
VILLAGE OF SUMMIT, WAUKESHA CO., WISCONSIN

COVER SHEET

REVISIONS

1	GRADING LOTS 7-12	02-27-25			
2	VILLAGE/DNR COMMENTS	06-11-25			
3	STORM WATER FAC. BERM	07-10-25			

PEG JOB N: 5866.00-WI
PEG PM: ASZ
START DATE: 02-10-25
SCALE: N.T.S.

SHEET
C-1
OF
C-8

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FOR CONSTRUCTION
COVER SHEET

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THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC

LEGAL DESCRIPTION:

Being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, Village of Summit, Waukesha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 35; thence South 00°30'01" East along the west line of said Southwest 1/4, 56.19 feet; thence North 89°29'59" East, 60.00 feet to the east right of way line of South Summit Avenue - State Trunk Highway "67" and the Point of Beginning; thence North 00°30'01" West along said east right of way line, 56.15 feet; thence North 00°25'14" West along said east right of way line 110 feet, more or less to the centerline of the Bark River, thence northwesterly 2588 feet, more or less, along the centerline of the Bark River; thence South 07°20'21" East along the west line of Certified Survey Map No. 4464, 638 feet, more or less, to the northwesterly right of way line of South Wayfare Trail and a point on a curve; thence southwesterly 443.42 feet along the arc of said to the left curve and said right of way line, whose radius is 409.78 feet and whose chord bears South 12°39'39" West, 422.10 feet; thence South 18°20'21" East along said northwesterly right of way line, 350.00 feet to a point of curvature; thence southeasterly 153.63 feet along the arc of said curve to the left and said right of way line, whose radius is 2995.34 feet and whose chord bears South 19°48'31" East, 153.61 feet; thence South 62°18'01" West along the north line of Certified Survey Map No. 6393, 797.18 feet to a point on a curve on the northerly right of way line of Whitaker Lane; thence northwesterly 5.26 feet along the arc of said curve to the left and said right of way line, whose radius is 595.70 feet and whose chord bears North 61°14'47" West, 5.25 feet; thence North 61°30'01" West along said northerly right of way line, 571.88 feet to a point of curvature; thence northwesterly 329.84 feet along the arc of said curve to the left and said right of way line, whose radius is 651.67 feet and whose chord bears North 76°00'01" West, 326.33 feet; thence South 89°29'59" West along said right of way line, 80.00 feet to the Point of Beginning.

GENERAL NOTES

1. Survey prepared for: MARK & EILEEN LURVEY TRUST
2. Field work completed on SEPTEMBER 6, 2024.
3. Flood Zone Classification: The property lies with in Zone "X", Zone "AE", "Floodway" and "Other Flood Areas" of the Flood Insurance Rate Map Community Panel No. 55133C0164H with an effective date of NOVEMBER 5, 2014. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain. Zone "AE" are Special Flood Hazard Areas with Base Flood Elevations determined. "Floodway" is the channel of the stream. "Other Flood Areas" are areas of 500 Year Flood chances.
4. Vertical Datum: North American Vertical Datum of 1988 (12), (NAVD88). Reference Benchmark: Monument with brass cap at the southwest corner of the Northwest 1/4 Section 35, Town 7 North, Range 17 East. Elevation = 686.51.
5. Underground utility locations shown are based on field location markings by Digger's Hotline ticket #20243418533 with a clear date of SEPTEMBER 1, 2024. The location and size of underground structures and utilities shown hereon have been located based on a reasonable visual observation and are shown for informational purposes only. PINNACLE ENGINEERING GROUP, LLC. does not guarantee the location of utilities shown. Contact Digger's Hotline prior to the start of any activity.
6. Wetlands delineated by Heartland Ecological Group, Inc. MAY, 2024.
7. Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.
8. Where the property being surveyed includes a water boundary, the parties relying on the survey should be aware that, (1) laws regarding the delineation between the ownership of the bed of navigable waters and the upland owner differ from state to state, (2) water boundaries are typically subject to change due to natural causes, and (3) as a result, the boundary shown hereon may or may not represent the actual location of the limit of title. The edge of water and ordinary high-water mark shown hereon was located on September 6, 2024.
9. Soil tests performed by Butler Engineering Inc in November 2024.
10. Village of Summit Shoreland Jurisdictional Limit is 300 feet from the OHWM or the landward side of the floodplain, whichever is greater.
11. Setback Note: There shall be no improvements or structures placed between the highway and the setback line without a Special Exception from the Department of Transportation. This shall be a restriction for the benefit of the public under §236.293, Stats., and shall be enforceable by the Department of Transportation.
12. Access Note: §233.05(1) As owner I hereby restrict all lots and blocks, in that no owner, possessor, user, nor licensee, nor other person shall have any right of direct vehicular ingress or egress with S.T.H. 67, as shown on the plat; it being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to §236.293, Stats., and shall be enforceable by the Department of Transportation.
13. Noise Note: §233.105(1) The lots of this land division may experience noise at the levels exceeding the levels in § Trans 405.04, Table I. These levels are based on federal standards. The Department of Transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the Department to the highway's through-lane capacity.
14. Vision Corner: §233.105(2) No structure or improvement of any kind is permitted within the vision corner. No vegetation within the vision corner may exceed 30 inches in height. This requirement is for Outlot 1 where Whitaker Lane connects to Summit Ave (STH 67).
15. 12' wide public access trail easement dedicated to the Village of Summit or Waukesha County for public use. Construction of trail is subject to Village, DNR, and ACOE approvals.

VILLAGE OF SUMMIT ZONING:
R-3 VILLAGE RESIDENTIAL DISTRICT CONSERVATION
DENSITY FACTOR/AREA PER DWELLING UNIT = 28,000 SF
MINIMUM TOTAL OPEN SPACE = 40% OF PROJECT AREA
MINIMUM LOT AREA = 20,000 SF
MINIMUM LOT WIDTH = 120' AT BUILDING SETBACK (PROPOSING 120' AT 30')
MAXIMUM IMPERVIOUS AREA = 10,500 SF OR 15% OF LOT AREA, WHICHEVER IS GREATER
LOCAL STREET SETBACK = 20' (PROPOSING 50')
MINIMUM SIDE YARD = 20'
MINIMUM REAR YARD = 25'
MINIMUM WETLAND SETBACK = 25'
MINIMUM SETBACK FROM OHWM = 75'

PROPOSED NUMBER OF LOTS: 12
PROPOSED NUMBER OF OUTLOTS: 1

AREAS:

TOTAL SITE AREA = 1,734,740 SF (39.8242 AC)

TOTAL LOT AREA (LOTS 1-11) = 415,947 SF

TOTAL OUTLOT 1 AREA TO = 803,301 SF
TOTAL FLOODPLAIN ON OUTLOT 1 = 235,546 SF
TOTAL WETLAND ON OUTLOT 1 = 82,225 SF
TOTAL WETLAND OUTSIDE OF FLOODPLAIN ON OUTLOT 1 = 225 SF
TOTAL UPLAND ON OUTLOT 1 = 567,530 SF

TOTAL LOT 12 AREA = 515,492 SF
TOTAL FLOODPLAIN ON LOT 12 = 312,160 SF
TOTAL WETLAND ON LOT 12 = 211,488 SF
TOTAL WETLAND OUTSIDE OF FLOODPLAIN ON LOT 12 = 1,391 SF
TOTAL UPLAND ON LOT 12 = 201,941 SF

PROJECT ENGINEER/SURVEYOR:
ANTHONY S. ZANON, P.E.
JOHN P. KONOPACKI, P.L.S.
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD, SUITE 100
BROOKFIELD, WI 53186
(262) 754-8888
tony.zanon@pinnacle-engr.com

OWNER/DEVELOPER:
MARK & EILEEN LURVEY TRUST
C/O SIEPMANN REALTY CORPORATION
ATTN: JOHN SIEPMANN
W240 N1221 PEWAUKEE ROAD
WAUKESHA, WI 53188
(262) 650-9700
john@siepmannrealty.com

NORTH

GRAPHICAL SCALE (FEET)
0 1" = 100' 200'

Coordinates referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1983/2011). Bearings referenced to the West line of the Southwest 1/4 of Section 35, Township 7 North, Range 17 East which has a bearing of S00°30'01"E.

SOILS ON SITE:
CeB = Casco loam (B)
FoA = Fox loam (C)
FsA = Fox silt loam (B)
HtA = Houghton muck (A/D)
MhA = Matherton sandy loam = (B/D)
MmA = Matherton silt loam = (B/D)
MzK = Mussey loam (B/D)

LEGEND OF SYMBOLS & ABBREVIATIONS

SANITARY MANHOLE	FIBER OPTIC MARKER	SIGN	
STORM MANHOLE	FIBER OPTIC MANHOLE/VAULT	MAIL BOX	
STORM INLET	TELEPHONE PEDESTAL	FLAG POLE	
CLEANOUT	TELEPHONE MANHOLE/VAULT	BASKETBALL HOOP	
CATCH BASIN	TELEPHONE MARKER	BOLLARD	
LATERAL	TRANSFORMER	CROSS CUT	
UNKNOWN MANHOLE	ELECTRIC METER/PEDESTAL	IRON PIPE	
WELL	ELECTRIC MANHOLE/VAULT	IRON REBAR/ROD	
HYDRANT	CABLE TV RISER/BOX CABLE	MAG NAIL	
WATER VALVE	TV MANHOLE/VAULT	SECTION MONUMENT	
DOWN SPOUT	GAS VALVE	BENCH MARK	
SPRINKLER VALVE	GAS METER	CONIFER TREE	
WATER SHUT OFF	GAS MARKER	DECIDUOUS TREE	
STANDPIPE	AIR CONDITIONING UNIT	BUSH	
WATER MANHOLE	VENT	WETLAND SYMBOL	
FLOOD LIGHT	DIRECTIONAL ARROW	CL. =CENTERLINE	
LIGHT POLE	DUMPSTER	CONC. =CONCRETE	
TRAFFIC SIGNAL POLE	HANDICAP STALL	EL. =ELEVATION	
UTILITY POLE	SPOT ELEVATION	EXT. =EXISTING	
GUY WIRE		INV. =INVERT	
SANITARY SEWER		MON. =MONUMENT	
STORM SEWER		P.O.B. =POINT OF BEGINNING	
WATER MAIN		P.O.C. =POINT OF COMMENCEMENT	
FIBER OPTIC LINE		R.O.W. =RIGHT OF WAY	
TELEPHONE LINE		SEC. =SECTION	
ELECTRIC LINE		SQ. FT. =SQUARE FEET	
OVERHEAD WIRES		W/ =WITH	
CABLE TELEVISION		(R) =RECORDED AS	
GAS MAIN		(D) =DEEDED AS	
WETLANDS			
TREE LINE			
NO ACCESS			

VICINITY SKETCH
SW 1/4 & NW 1/4 SEC. 35, T7N, R17E
1" = 2000'

TO OBTAIN LOCATIONS OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN

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1-800-242-8511
TOLL FREE
WIS STATUTE 182.0175(2974) REQUIRES MIN. 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE

MILW. AREA 259-1181

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Contact Diggers Hotline, Inc., Etc.

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DESIGNED: EM
DRAFTED: BR
REVIEWED: ASZ

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THE GATHERING

PART OF THE NE 1/4 AND NW 1/4 OF THE SW 1/4 AND PART OF THE NE 1/4, SE 1/4, SW 1/4 AND NW 1/4 OF THE NW 1/4 OF SEC. 35, T7N, R17E, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

SITE PLAN

REVISIONS

1	GRADING LOTS 7-12	02-27-25	
2	VILLAGE/DNR COMMENTS	06-11-25	
3	STORM WATER FAC. BERM	07-10-25	

PEG JOB No.5866.00-WI ASZ
PEG PM 02-10-25
START DATE
SCALE 1" = 100'

SHEET C-2 C-8

Z:\PROJECTS\2024\5866.00-WI\CAD\SHEETS\5866.00 SITE PLAN.DWG

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GRAPHICAL SCALE (FEET)

0 1" = 40' 80'

LEGEND

- EXISTING CONTOUR
- PROPOSED CONTOUR
- TEMPORARY PROPOSED CONTOUR
- PROPOSED SPOT ELEVATION
- PROPOSED TRACKING PAD (WI DNR 1057)
- PROPOSED SILT FENCE (WI DNR 1056)
- INSTALL PAINTED LATH ALONG DESIGNATED LINE
- PROPOSED STRAW WATTLE DITCH CHECK (WI DNR 1062)
- PROPOSED MEDIUM RIP-RAP ON STABILIZATION FABRIC
- TEMP. EROSION CONTROL BLANKET S32 (DOT CLASS I, TYPE B) (WI DNR 1052)
- CHANNEL EROSION CONTROL BLANKET C32 OR C32BD (DOT CLASS II, TYPE B) (WI DNR 1053)
- OVERFLOW SPILLWAY MATTING (SEE SPILLWAY DETAILS) LANDLOK 450 (WI DNR 1052)

NOTES:
1. USE THIS INTERIM GRADING PLAN FOR CONSTRUCTION.
2. SEE NOTES AND DETAILS ON CONSTRUCTION DETAIL SHEETS .
3. KEEP PUBLIC ROADS CLEAN AT ALL TIMES.

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TOLL FREE
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MILW. AREA 259-1181

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REVIEWED: ASZ
DESIGNED: EM
DRAFTED: BR

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FOR CONSTRUCTION

INTERIM GRADING & EROSION CONTROL PLAN

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THE GATHERING

VILLAGE OF SUMMIT, WAUKESHA CO., WISCONSIN

INTERIM GRADING & EROSION CONTROL PLAN

REVISIONS

1	GRADING LOTS 7-12	02-27-25	
2	VILLAGE/DNR COMMENTS	06-11-25	
3	STORM WATER FAC. BERM	07-10-25	

PEG JOB No. 5866.00-WI
PEG PM ASZ
START DATE 02-10-25
SCALE 1" = 40'

SHEET C-3 C-8

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NORTH

GRAPHICAL SCALE (FEET)

0 1" = 40' 80'

LEGEND

- EXISTING CONTOUR (750)
- PROPOSED CONTOUR (750)
- TEMPORARY PROPOSED CONTOUR (750)
- PROPOSED SPOT ELEVATION (× 751.30)
- PROPOSED TRACKING PAD (WI DNR 1057)
- PROPOSED SILT FENCE (WI DNR 1056) (SF — SF)
- INSTALL PAINTED LATH ALONG DESIGNATED LINE
- PROPOSED STRAW WATTLE DITCH CHECK (WI DNR 1062)
- PROPOSED MEDIUM RIP-RAP ON STABILIZATION FABRIC
- TEMP. EROSION CONTROL BLANKET S32 (DOT CLASS I, TYPE B) (WI DNR 1052)
- CHANNEL EROSION CONTROL BLANKET C32 OR C32BD (DOT CLASS II, TYPE B) (WI DNR 1053)
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TREE TRANSPLANTING METHODS:

METHOD 1: TREE SHALL BE REMOVED USING A TREE SPADE LARGE ENOUGH TO RETAIN A ROOTBALL WITH SUFFICIENT SIZE AND STRUCTURE TO ENSURE LONG TERM VIABILITY OF TRANSPLANTED TREE. TREE SHALL BE SPADED PRIOR TO GRADING OPERATIONS WITHIN THE TREE'S DRIPLINE. IF GRADING WILL OCCUR IMMEDIATELY AFTER TREE SPADING TAKES PLACE, THE TREE MAY BE HELD IN THE TREE SPADE AND THEN RETURNED TO THE GROUND IMMEDIATELY FOLLOWING THE PROPOSED GRADING. TREE SHALL BE WATERED IMMEDIATELY FOLLOWING PLACEMENT BACK INTO THE GROUND AND WATERED ON A REGULAR BASIS FOR A MINIMUM OF 60 DAYS.

METHOD 2: TREE SHALL BE REMOVED USING A TREE SPADE LARGE ENOUGH TO RETAIN A ROOTBALL WITH SUFFICIENT SIZE AND STRUCTURE TO ENSURE LONG TERM VIABILITY OF TRANSPLANTED TREE, INDUSTRY STANDARDS SHALL BE FOLLOWED. TREE SHALL BE SPADED PRIOR TO GRADING OPERATIONS WITHIN THE TREE'S DRIPLINE. IF GRADING WILL NOT OCCUR IMMEDIATELY AFTER TREE SPADING TAKES PLACE, THE TREE MAY BE PLACED IN A SHADED HOLDING AREA UNTIL THE GRADING HAS OCCURRED AND THE TREE CAN BE PLACED BACK INTO THE FINAL LOCATION. WHILE IN THE HOLDING AREA THE TREE SHALL BE PROTECTED FROM THE SUN AND THE TREE'S ROOTBALL SHALL BE COVERED WITH WOOD MULCH AND KEPT MOIST THROUGH WATERING ON A REGULAR BASIS; THE TREE'S ROOTBALL MUST BE PREVENTED FROM DRYING OUT. AFTER GRADING OPERATIONS HAVE OCCURRED, THE TREE SHALL BE PLACED IN IT'S FINAL LOCATION BY MEANS OF THE TREE SPADE. TREE SHALL BE WATERED IMMEDIATELY FOLLOWING PLACEMENT BACK INTO THE GROUND AND WATERED ON A REGULAR BASIS FOR A MINIMUM OF 60 DAYS.

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TOLL FREE
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MILW. AREA 259-1181

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INTERIM GRADING & EROSION CONTROL PLAN

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THE GATHERING

VILLAGE OF SUMMIT, WAUKESHA CO., WISCONSIN

INTERIM GRADING & EROSION CONTROL PLAN

REVISIONS

1	GRADING LOTS 7-12	02-27-25	
2	VILLAGE/DNR COMMENTS	06-11-25	
3	STORM WATER FAC. BERM	07-10-25	

PEG JOB NO. 5866.00-WI
PEG PM ASZ
START DATE 02-10-25
SCALE 1" = 40'

SHEET
C-4
C-8

Z:\PROJECTS\2024\5866.00-WI\CAD\SHEETS\5866.00 INTERIM GRADING.DWG

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GRAPHICAL SCALE (FEET)

0 1" = 40' 80'

LOT #	Soil Observ. (#)*	Surface Elev. (NGVD 29)	Bottom Elev. of Soil Profile	Soil Map Unity Symbol (NRCS)	Elevation of Seasonal High Water Table	Depth to Seasonal High Water Table (Feet)	Minimum Basement Floor Elevation**
1	B-1	865.20	857.70	FsA	860.70	4.50	861.70
2	B-2	866.10	857.90	FsA	860.10	6.00	861.10
3	B-3	867.00	858.20	FsA	860.30	6.70	861.30
4	B-4	867.20	858.40	FsA	859.50	7.70	860.50
5	B-5	869.00	860.50	FsA	860.50	>8.50	861.50
6	B-6	869.30	860.80	FsA	860.80	>8.50	861.80

NOTES:

** = SOIL TEST PITS ON EACH LOT BY HARRY G. BUTLER IN NOVEMBER OF 2024*

*** = THE VILLAGE OF SUMMIT REQUIRES THE MINIMUM BASEMENT FLOOR ELEVATION BE AT LEAST 12" ABOVE SEASONAL HIGH GROUNDWATER*

NOTE:

THIS MASTER GRADING PLAN IS FOR THE INDIVIDUAL HOME CONSTRUCTION. USE THE INTERIM GRADING PLAN FOR CONSTRUCTION.

LEGEND

750	EXISTING CONTOUR
750	PROPOSED CONTOUR
× 751.30	PROPOSED SPOT ELEVATION
TOF	TOP OF FOUNDATION
GAR	GARAGE FLOOR AT OVERHEAD DOOR
YARD	FINISHED YARD GRADE
4.5%	PROPOSED DRIVEWAY SLOPE
MIN BASE	MINIMUM BASEMENT FLOOR ELEVATION BASED ON BEING ONE FOOT ABOVE THE SEASONAL HIGH GROUNDWATER ELEVATION (SHGW)
PROP BASE	PROPOSED BASEMENT FLOOR ELEVATION ASSUMING A 9' BASEMENT WALL AND A 3" BASEMENT FLOOR

DRIVEWAY CULVERTS			
LOT #	SIZE (INCHES)	LENGTH (FEET)	SLOPE
1	21"x15" ARCH CMP	40	0.75%
2	17"x13" ARCH CMP	40	0.50%
3	17"x13" ARCH CMP	40	0.75%
4	17"x13" ARCH CMP	40	0.48%
5	17"x13" ARCH CMP	40	0.50%
6	17"x13" ARCH CMP	40	0.25%
INSTALL ARCH PIPES DUE TO MINIMAL COVER AVAILABLE			

DRIVEWAY CULVERT NOTE:
REMOVE TOPSOIL AND INSTALL STONE BASE SO CULVERT MEETS EXISTING DITCH LINE. BUILDER WILL NEED TO PROVIDE CERTIFICATION OF CULVERT INVERTS TO THE VILLAGE BUILDING INSPECTOR UPON CULVERT INSTALLATION TO CONFIRM INVERTS ARE PER PLAN. THIS IS REQUIRED FOR THE OCCUPANCY PERMIT.

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MILW. AREA 259-1181

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VILLAGE OF SUMMIT, WAUKESHA CO., WISCONSIN

MASTER GRADING PLAN

REVISIONS

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3	STORM WATER FAC. BERM	07-10-25	

PEG JOB №: 5866.00-WI
PEG PM: ASZ
START DATE: 02-10-25
SCALE: 1" = 40'

SHEET C-5 C-8

FOR CONSTRUCTION

MASTER GRADING PLAN

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NORTH

GRAPHICAL SCALE (FEET)

0 1" = 40' 80'

NOTE:

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LEGEND

750	EXISTING CONTOUR
750	PROPOSED CONTOUR
× 751.30	PROPOSED SPOT ELEVATION
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PROP BASE	PROPOSED BASEMENT FLOOR ELEVATION ASSUMING A 9' BASEMENT WALL AND A 3' BASEMENT FLOOR

DRIVEWAY CULVERTS			
LOT #	SIZE (INCHES)	LENGTH (FEET)	SLOPE
7	17"x13" ARCH CMP	40	0.55%
8	17"x13" ARCH CMP	40	1.00%
9	NO CULVERT	NA	NA
10	17"x13" ARCH CMP	40	1.00%
11	17"x13" ARCH CMP	40	1.58%
12	17"x13" ARCH CMP	45	1.78%
INSTALL ARCH PIPES DUE TO MINIMAL COVER AVAILABLE			

DRIVEWAY CULVERT NOTE: REMOVE TOPSOIL AND INSTALL STONE BASE SO CULVERT MEETS EXISTING DITCH LINE. BUILDER WILL NEED TO PROVIDE CERTIFICATION OF CULVERT INVERTS TO THE VILLAGE BUILDING INSPECTOR UPON CULVERT INSTALLATION TO CONFIRM INVERTS ARE PER PLAN. THIS IS REQUIRED FOR THE OCCUPANCY PERMIT.

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REVIEWED: ASZ
DESIGNED: EM
DRAFTED: BR

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FOR CONSTRUCTION

MASTER GRADING PLAN

LOT #	Soil Observ. (#)*	Surface Elev. (NGVD 29)	Bottom Elev. of Soil Profile	Soil Map Unity Symbol (NRCS)	Elevation of Seasonal High Water Table	Depth to Seasonal High Water Table (Feet)	Minimum Basement Floor Elevation**
7	B-7	866.10	857.80	FoA	861.1***	5***	862.1***
8	B-8A	867.60	859.60	CeB	859.60	>8.00	860.60
9	B-9	866.50	857.70	CeB	859.50	7.00	860.50
10	B-10	869.80	859.80	MhA	859.80	>10.00	860.80
11	B-11	866.50	856.80	MhA	860.50	6.00	861.50
12	B-12	866.10	860.80	MhA	862.80	3.30	863.80

NOTES:
* = SOIL TEST PITS ON EACH LOT BY HARRY G. BUTLER IN NOVEMBER OF 2024
** = THE VILLAGE OF SUMMIT REQUIRES THE MINIMUM BASEMENT FLOOR ELEVATION BE AT LEAST 12" ABOVE SEASONAL HIGH GROUNDWATER
***=SEASONAL HIGH WATER TABLE AND BASEMENT FLOOR ELEVATION INFORMATION TAKEN FROM SOIL TEST PIT LOG BY HARRY G. BUTLER. FORM A - SEASONAL HIGH GROUNDWATER DETERMINATION REPORT INFORMATION DID NOT MATCH SOIL TEST PIT LOG FOR B-7.

PINNACLE ENGINEERING GROUP
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PLAN I DESIGN I DELIVER
www.pinnacle-engr.com
WISCONSIN OFFICE:
20725 WATERTOWN ROAD
BROOKFIELD, WI 53186
(262) 754-8888
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THE GATHERING
VILLAGE OF SUMMIT, WAUKESHA CO., WISCONSIN

MASTER GRADING PLAN

REVISIONS

1	GRADING LOTS 7-12	02-27-25	
2	VILLAGE/DNR COMMENTS	06-11-25	
3	STORM WATER FAC. BERM	07-10-25	

PEG JOB №: 5866.00-WI ASZ
PEG PM: ASZ
START DATE: 02-10-25
SCALE: 1" = 40'

SHEET C-6 C-8

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Z:\PROJECTS\2024\5866.00-WI\CAD\SHEETS\5866.00 MASTER GRADING.DWG

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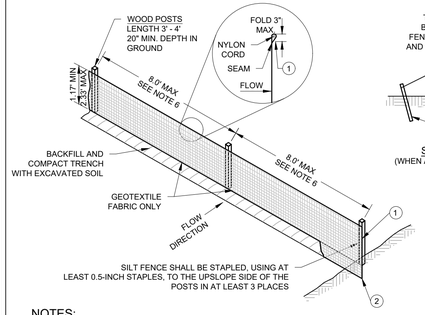
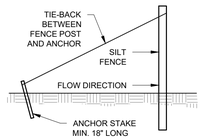
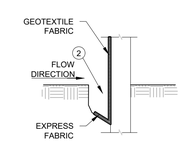


NOTES:

1. GEOTEXTILE FABRIC SHALL MEET THE REQUIREMENTS OF MATERIAL SPECIFICATION 592 GEOTEXTILE TABLE 1 OR 2, CLASS I WITH EQUIVALENT OPENING SIZE OF AT LEAST 30 FOR NONWOVEN AND 50 FOR WOVEN.
2. SILT FENCE SHALL BE ANCHORED BY SPREADING AT LEAST 8-INCHES OF FABRIC IN A 4-INCH WIDE AND 6-INCH DEEP TRENCH OR 6-INCH DEEP V-TRENCH ON THE UPSLOPE SIDE OF THE FENCE. TRENCHES SHALL NOT BE EXCAVATED WIDER OR DEEPER THAN NECESSARY FOR PROPER INSTALLATION.
3. FOLD MATERIAL TO FIT TRENCH AND BACKFILL AND COMPACT TRENCH WITH EXCAVATED SOIL.
4. WOOD POSTS SHALL BE A MINIMUM SIZE OF 1.125-INCHES x 1.125-INCHES OF DRIED OAK OR HICKORY.
5. SILT FENCE TO EXTEND ABOVE THE TOP OF PIPE, WHERE APPLICABLE.
6. POST SPACING SHALL BE SELECTED BASED ON GEOTEXTILE FABRIC (8-FEET FOR WOVEN AND 3-FEET FOR NON-WOVEN).

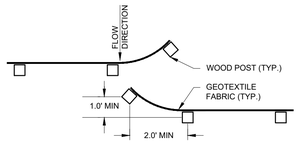


SILT FENCE TIE BACK
(WHEN ADDITIONAL SUPPORT REQUIRED)

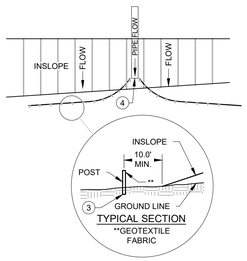


NOTE: ADDITIONAL POST DEPTH OR TIE BACKS MAY BE REQUIRED IN UNSTABLE SOILS

TRENCH DETAIL

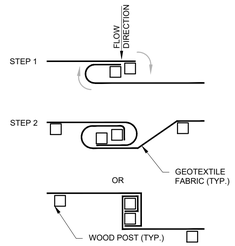


JOINT (HOOK METHOD)



TYPICAL SECTION
**GEOTEXTILE FABRIC

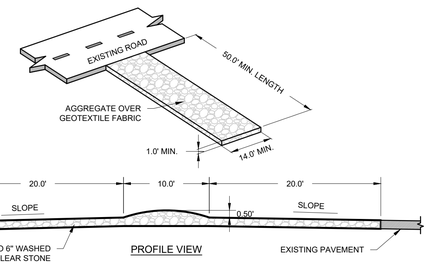
SILT FENCE ALONG SLOPES & OUTFALLS



JOINT (TWIST METHOD)

SILT FENCE

#100-A 10-02-12



PROFILE VIEW

NOTES:

1. ALL TRACKING PAD MATERIALS AND INSTALLATION SHALL BE IN CONFORMANCE WITH WI DNR TECHNICAL STANDARD 1057.
2. TRACKING PADS SHALL BE INSTALLED PRIOR TO ANY TRAFFIC LEAVING THE SITE. CONTRACTOR SHALL VERIFY LOCATION WITH OWNER.
3. THE AGGREGATE FOR TRACKING PADS SHALL BE 3 TO 6 INCH CLEAR OR WASHED STONE. ALL MATERIALS TO BE RETAINED ON A 3-INCH SIEVE
4. THE AGGREGATE SHALL BE PLACED IN A LAYER AT LEAST 12-INCHES THICK. ON SITES WHERE SATURATED CONDITIONS ARE EXPECTED DURING THE LIFE OF THE PAD, THE PAD SHALL BE UNDERLAIN WITH GEOTEXTILE FABRIC WHICH MEETS MATERIAL SPECIFICATION 592 GEOTEXTILE, TABLE 1 OR 2, CLASS I, II OR IV, TO PREVENT MIGRATION OF UNDERLYING SOILS INTO THE STONE LAYER.
5. THE TRACKING PAD SHALL BE THE FULL WIDTH OF THE EGRESS POINT. MINIMUM WIDTH IS 12 FEET FOR ONE-WAY TRAFFIC AND 20 FEET FOR TWO-WAY TRAFFIC, WITH AN ADDITIONAL INCREASE OF 4 FEET FOR TRAILER TRAFFIC. THE TRACKING PAD SHALL BE A MINIMUM 50-FEET LONG.
6. ANY SEDIMENT TRACKED ONTO A PUBLIC OR PRIVATE ROAD SHOULD BE REMOVED BY STREET CLEANING, NOT FLUSHING, AT THE END OF EACH WORKING DAY.
7. TRACKING PADS SHALL, AT A MINIMUM, BE INSPECTED WEEKLY AND WITHIN 24-HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5-INCHES OF RAIN OR MORE DURING A 24-HOUR PERIOD.
8. THE TRACKING PAD PERFORMANCE SHALL BE MAINTAINED BY SCRAPING OR TOP-DRESSING WITH ADDITIONAL AGGREGATE.

CONSTRUCTION ENTRANCE

#107-WI 10-02-12

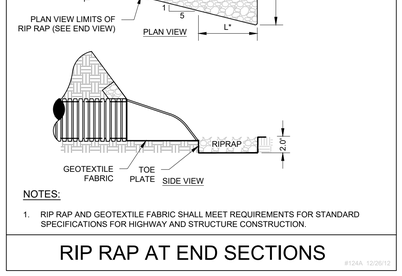
CONSTRUCTION SEQUENCE:

1. INSTALL TRACKING PAD, SILT FENCE, AND PAINTED LATH TO KEEP CONSTRUCTION TRAFFIC OUT OF FUTURE SEPTIC AREAS. CONTINUOUS INSPECTION OF EROSION CONTROL MEASURES THROUGHOUT THE PROJECT. THE GRADING CONTRACTOR SHALL INSPECT EROSION AND SEDIMENT CONTROL PRACTICES WEEKLY, AND WITHIN 24 HOURS AFTER EVERY RAIN EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE IN A 24 HOUR PERIOD. WRITTEN DOCUMENTATION OF EACH INSPECTION SHALL BE MAINTAINED ONLINE AND/OR AT THE CONSTRUCTION SITE AND SHALL INCLUDE THE TIME, DATE AND LOCATION OF INSPECTION, THE PHASE OF LAND DISTURBANCE AT THE CONSTRUCTION SITE, PERSON CONDUCTING THE INSPECTION, ASSESSMENT OF CONTROL PRACTICES, AND DESCRIPTION OF ANY EROSION OR SEDIMENT CONTROL MEASURE INSTALLATION OR MAINTENANCE PERFORMED IN REPSONSE TO THE INSPECTION.
2. STRIP TOPSOIL IN THE STORMWATER FACILITY AND SEDIMENT TRAP AREAS. SEED AND STABILIZE STOCKPILES WITHIN SEVEN DAYS OF LAYUP.
3. BEGIN STORMWATER FACILITY CONSTRUCTION. STORMWATER FACILITY TO BE USED AS A SEDIMENT TRAP DURING LOT GRADING. CONSTRUCT OTHER SEDIMENT TRAPS. STRIP TOPSOIL ON LOTS AND IN ROW/EXISTING ROADSIDE SWALES AND CREATE A TOPSOIL BERM WHERE SHOWN ON THE EROSION CONTROL PLAN. IMMEDIATELY SEED AND STABILIZE BERMS.
4. CONTINUE STORMWATER FACILITY AND ROUGH GRADE LOTS AND ROW/EXISTING ROADSIDE SWALES.
5. FINISH GRADE LOTS AND ROW/EXISTING ROADSIDE SWALES.
6. STRIP TOPSOIL ON PAVED PEDESTRIAN PATH. INSTALL GRAVEL BASE AND ASPHALT PAVEMENT.
7. RESPREAD TOPSOIL, SEED, FERTILIZE AND STABILIZE DISTURBED AREAS.
8. SEED ALL UNDISTURBED CROPLAND AREAS ON LOTS AND OUTLOTS.
9. FILL THE TEMPORARY SEDIMENT BASINS AND FINISH STORMWATER FACILITY TO FINAL GRADES WHEN ALL UPLAND AREAS HAVE REACHED FINAL GRADE AND ARE STABILIZED (80% REVEGETATED). IMMEDIATELY RESTORE THE FACILITY AREA. AS-BUILT THE STORMWATER FACILITY TO ENSURE THE FACILITY MEETS THE DESIGN GRADES.
10. REMOVE CONSTRUCTION EROSION CONTROL MEASURES AFTER ENTIRE SITE IS STABILIZED (70% REVEGETATED) AND ALL CONSTRUCTION IS COMPLETE.

ESTIMATED START DATE: JUNE 2025
ESTIMATED COMPLETION DATE: OCTOBER 2025
ESTIMATED DISTURBED AREA: 13.7 ACRES

GRADING & EROSION CONTROL NOTES:

A. ALL CONSTRUCTION PRACTICES TO COMPLY WITH THE VILLAGE OF SUMMIT, WISCONSIN DNR AND THE WISCONSIN DNR TECHNICAL STANDARDS.
B. AREAS SO DESIGNATED SHALL BE TOPSOILED (4" THICK), SEEDED AND STABILIZED WITH EROSION MAT (WISDOT CLASS 1, TYPE B) PER WISCONSIN DNR TECHNICAL STANDARD 1052. AREAS SO DESIGNATED SHALL BE TOPSOILED (4" THICK), SEEDED AND STABILIZED WITH CHANNEL EROSION MAT (WISDOT CLASS II, TYPE B) PER WISCONSIN DNR TECHNICAL STANDARD 1053. AREAS SO DESIGNATED SHALL BE TOPSOILED (4" THICK), SEEDED AND STABILIZED WITH TURF REINFORCEMENT MAT PER WISCONSIN DNR TECHNICAL STANDARD 1052. ALL OTHER DISTURBED AREAS ON SITE SHALL BE TOPSOILED (4" THICK), SEEDED AND MULCHED. SEPTEMBER 15TH IS THE DEADLINE FOR PERMANENT SEED. ANY AREAS EXPOSED AFTER SEPTEMBER 15TH AND BEFORE OCTOBER 15TH SHALL BE TEMPORARY SEEDED WITH WINTER WHEAT AT THE RATE OF 3 LBS/1000 S.F. THIS TEMPORARY COVER SHALL BE FERTILIZED AT SAME RATE & MIXTURE AS PERMANENT SEED. ANY DISTURBED AREAS NOT STABILIZED BY OCTOBER 15TH SHOULD BE STABILIZED BY PLACING TOPSOIL, SEED AND TYPE A SOIL STABILIZER BY NOVEMBER 15TH. THE APPROVED SOIL STABILIZERS ARE IDENTIFIED IN THE WISCONSIN DOT PAL LIST. THE PLACEMENT OF THE SOIL STABILIZER SHALL MEET THE REQUIREMENTS IN THE PAL LIST AND PER WISCONSIN DNR TECHNICAL STANDARD 1050.
C. TEMPORARY STABILIZATION IS REQUIRED FOR ANY AREA LEFT INACTIVE FOR MORE THAN SEVEN DAYS. TOPSOIL AND SPOIL STOCKPILES SHALL BE SEEDED AND MULCHED WITHIN 7 DAYS OF LAYUP USING AGRICULTURAL RYE WITH A SEEDING RATE OF 3 LBS/1000 SQUARE FEET. INSTALL SILT FENCE ON THE DOWNSLOPE SIDE OF THE PILE TO REDUCE SEDIMENT RUNOFF.
D. TREES SHALL ONLY BE REMOVED TO COMPLETE THE INTERIM GRADING AS SHOWN. NO OTHER TREES SHALL BE REMOVED. COORDINATE TREE REMOVAL WITH THE OWNER PRIOR TO ANY TREE REMOVAL WORK.
E. ALL CONSTRUCTION TRAFFIC IS TO ENTER/EXIT THE SITE OVER THE TRACKING PAD FROM WHITAKER LANE. THE TRACKING PAD IS PER WISCONSIN DNR TECHNICAL STANDARD 1057. ALL PRIVATE AND PUBLIC STREETS ARE TO BE KEPT CLEAN AT ALL TIMES. NO CONSTRUCTION ACCESS FROM ANY OTHER PUBLIC ROADS.
F. THE PERMANENT SEED MIXTURE SHALL BE WISCONSIN DOT SEED MIXTURE NO. 40 AND SOWN AT THE RATE OF 4 LBS/1000 SQ. FT. SEED MIXTURE NO. 40 CONSISTS OF 35% KENTUCKY BLUEGRASS, 20% RED FESCUE, 20% HARD FESCUE AND 25% IMPROVED FINE PERENNIAL RYEGRASS. THE TEMPORARY SEED MIX SHALL BE WINTER WHEAT. THE SEED MIXTURE FOR THE STORMWATER FACILITY BOTTOM TO TOP INSIDE OF BERM TO BE AGRECOL RAINWATER RENEWAL SEED MIX (SEE NATIVE SEEDING IN PROPOSED STORMWATER FACILITY NOTES ON SHEET C-8).
G. SEED AND MULCH REMAINING DISTURBED AND UNDISTURBED OUTLOT AREAS WITH AGRECOL ECONOMY PRAIRIE SEED MIX OTHER THAN WITHIN 5 FEET OF THE PAVED PATH WHICH IS TO BE SEEDED WITH WISCONSIN DOT SEED MIXTURE NO. 40.
H. FERTILIZE SOIL WITH 10 LBS/1000 SQ. FT. OF 20-0-10 FERTILIZER.
I. ANY DEWATERING THAT MAY BE REQUIRED DUE TO CONSTRUCTION SHALL BE COMPLETED SO THAT THE WATER IS PUMPED INTO A TYPE II GEOTEXTILE BAG ON THE UPSLOPE SIDE OF THE SILT FENCE. THE GEOTEXTILE BAG SHOULD BE PLACED IN A LOCATION THAT ALLOWS THE DISCHARGED WATER TO FLOW OVER A VEGETATIVE COVER. FOLLOW WISCONSIN DNR TECHNICAL STANDARD 1061.
J. ALL BUILDING AND WASTE MATERIAL SHALL BE DISPOSED OF OFF SITE TO PREVENT RUNOFF OF MATERIAL.
K. DUST CONTROL SHOULD BE ADDRESSED PER WISCONSIN DNR TECHNICAL STANDARD 1068. AT A MINIMUM USE WATER. USE POLYMERS, TACKIFIER AND SOIL STABILIZERS IF NEEDED. INSPECT DAILY TO DETERMINE THE NEED TO IMPLEMENT A CONTROL.
L. CONCRETE TRUCKS, IF NEEDED, ARE TO BE WASHED OUT IN PAVEMENT SUB-BASE AREAS.

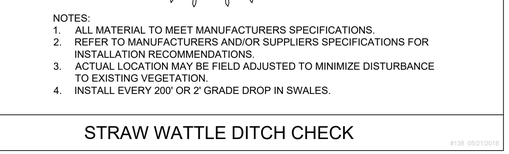


NOTES:

1. RIP RAP AND GEOTEXTILE FABRIC SHALL MEET REQUIREMENTS FOR STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION.

RIP RAP AT END SECTIONS

#124A 12/26/12



NOTES:

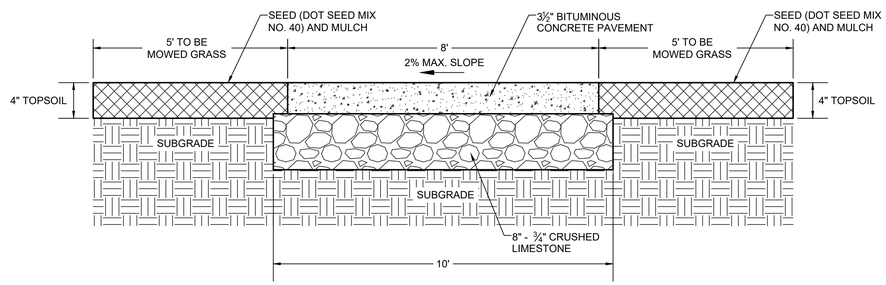
1. ALL MATERIAL TO MEET MANUFACTURERS SPECIFICATIONS.
2. REFER TO MANUFACTURERS AND/OR SUPPLIERS SPECIFICATIONS FOR INSTALLATION RECOMMENDATIONS.
3. ACTUAL LOCATION MAY BE FIELD ADJUSTED TO MINIMIZE DISTURBANCE TO EXISTING VEGETATION.
4. INSTALL EVERY 200' OR 2' GRADE DROP IN SWALES.

STRAW WATTLE DITCH CHECK

#138 05/21/2018

Table 1 – Prescriptive Compliance Area Soil Stabilization

Prescriptive Compliance Areas	Bare Soil	Slope & Channel Management	Periods of Inactivity	Final Grade
Soil stockpiles that will exist for more than 7 days **Utility trench backfills** **Temporary ditches/swales that will exist for more than 7 days** **Permanent ditches/swales** **Small areas – Less than 1 acre and less than 1% of site** **Discrete areas – Less than 1 acre** **Storm water practice side slopes** **Slopes steeper than 20%**	Areas that Do Not Drain to Sediment Basins or Traps Limit the duration of soil exposure to no more than 30 days. Areas that Drain to Sediment Basins or Traps Limit the duration of soil exposure to no more than 90 days. However, use the duration from the soil loss and sediment discharge calculations for the other areas of the site if less than 90 days.	General Design and implement approved soil stabilization practices per DNR technical standards. Refer to WisDOT Slope & Channel Matrices for appropriate slope and slope length conditions. Slopes Steeper than 20% Provide stable diversion of off-site runoff around the slope. Provide slope interruption devices in accordance with Manufactured Perimeter Control & Slope Interruption Products Technical Standard 1071 or equivalent methods to reduce uninterrupted slope length.	Planned Inactivity Stabilize immediately if area will be left inactive for more than 14 days. Unplanned Inactivity Stabilize area immediately if period of inactivity reaches 14 days.	Permanent Features Stabilize area immediately after reaching final grade. Temporary Features Stabilize area immediately after establishment of temporary feature or reaching specified temporary grade.



PEDESTRIAN PATH DETAIL
(NOT TO SCALE)

NOTES

1. CONTRACTOR SHALL VERIFY ALL GRADES, ENSURE ALL AREAS DRAIN PROPERLY AND REPORT ANY DISCREPANCIES TO PINNACLE ENGINEERING GROUP PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.
2. ALL EXISTING CONTOURS REPRESENT EXISTING SURFACE GRADES UNLESS OTHERWISE NOTED. ALL PROPOSED GRADES SHOWN ARE FINISH SURFACE GRADES UNLESS OTHERWISE NOTED.
3. ALL EXCAVATIONS AND MATERIAL PLACEMENT SHALL BE COMPLETED TO DESIGN ELEVATIONS AS DEPICTED IN THE PLANS.
   -CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATION(S) OF ALL GRADING QUANTITIES. WHILE PEG ATTEMPTS TO PROVIDE A COST EFFECTIVE APPROACH TO BALANCE EARTHWORK, GRADING DESIGN IS BASED ON MANY FACTORS, INCLUDING SAFETY, AESTHETICS, AND COMMON ENGINEERING STANDARD OF CARE, THEREFORE NO GUARANTEE CAN BE MADE FOR A BALANCED SITE.
   -THE CONTRACTOR MAY SOLICIT APPROVAL FROM ENGINEER/OWNER TO ADJUST FINAL GRADES FROM DESIGN GRADES TO PROVIDE AN OVERALL SITE BALANCE AS A RESULT OF FIELD CONDITIONS.
4. GRADING ACTIVITIES SHALL BE IN A MANNER TO ALLOW POSITIVE DRAINAGE ACROSS DISTURBED SOILS, WHICH MAY INCLUDE EXCAVATION OF TEMPORARY DITCHES TO PREVENT PONDING, AND IF NECESSARY PUMPING TO ALLEVIATE PONDING. CONTRACTOR SHALL PREVENT SURFACE WATER FROM ENTERING INTO EXCAVATIONS. IN NO WAY SHALL OWNER BE RESPONSIBLE FOR REMEDIATION OF UNSUITABLE SOILS CREATED/ORIGINATED AS A RESULT OF IMPROPER SITE GRADING OR SEQUENCING. CONTRACTOR SHALL SEQUENCE GRADING ACTIVITIES TO LIMIT EXPOSURE OF DISTURBED SOILS DUE TO WEATHER.
5. THE CONTRACTOR IS RESPONSIBLE FOR MEETING MINIMUM COMPACTION STANDARDS OF 95% STANDARD PROCTOR DENSITY. THE CONTRACTOR SHALL NOTIFY ENGINEER/OWNER IF PROPER COMPACTION CANNOT BE OBTAINED. THE PROJECT'S GEOTECHNICAL CONSULTANT SHALL DETERMINE WHICH IN-SITU SOILS ARE TO BE CONSIDERED UNSUITABLE SOILS. THE ENGINEER/OWNER AND GEOTECHNICAL TESTING CONSULTANT WILL DETERMINE IF REMEDIAL MEASURES WILL BE NECESSARY.
6. IN THE EVENT THAT ANY MOISTURE-DENSITY TEST(S) FAIL TO MEET SPECIFICATION REQUIREMENTS, THE CONTRACTOR SHALL PERFORM CORRECTIVE WORK AS NECESSARY TO BRING THE MATERIAL INTO COMPLIANCE AND RETEST THE FAILED AREA AT NO COST TO THE OWNER.
7. WITH THE AUTHORIZATION OF THE ENGINEER/OWNER, MATERIAL THAT IS TOO WET TO PERMIT PROPER COMPACTION MAY BE SPREAD ON FILL AREAS IN AN EFFORT TO DRY. CONTRACTOR SHALL CLEARLY FIELD MARK THE EXTERIOR LIMITS OF SPREAD MATERIAL WITH PAINTED LATH AND SUBMIT A PLAN TO THE ENGINEER/OWNER THAT IDENTIFIES THE LIMITS. UNDER NO CONDITION SHALL THE SPREAD MATERIAL DEPTH EXCEED THE MOST RESTRICTIVE OF: THE EFFECTIVE TREATMENT DEPTH OF MACHINERY THAT WILL BE USED TO TURNOVER THE SPREAD MATERIAL; OR THE MAXIMUM COMPACTION LIFT DEPTH.
8. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER/OWNER IF GROUNDWATER IS ENCOUNTERED DURING EXCAVATION.
9. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ADEQUATE AND SAFE TEMPORARY SHORING, BRACING, RETENTION STRUCTURES, AND EXCAVATIONS.
10. THE SITE SHALL BE COMPLETED TO WITHIN 0.10-FT (+/-) OF THE PROPOSED GRADES AS INDICATED WITHIN THE PLANS PRIOR TO PLACEMENT OF TOPSOIL OR STONE. CONTRACTOR IS ENCOURAGED TO SEQUENCE CONSTRUCTION SUCH THAT THE SITE IS DIVIDED INTO SMALLER AREAS TO ALLOW STABILIZATION OF DISTURBED SOILS IMMEDIATELY UPON COMPLETION OF INDIVIDUAL SMALLER AREAS.
11. CONTRACTOR SHALL CONTACT "DIGGER'S HOTLINE" FOR LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES AND SHALL BE RESPONSIBLE FOR PROTECTING SAID UTILITIES FROM ANY DAMAGE DURING CONSTRUCTION.
12. CONTRACTOR SHALL PROTECT INLETS AND ADJACENT PROPERTIES WITH SILT FENCING OR APPROVED EROSION CONTROL METHODS UNTIL CONSTRUCTION IS COMPLETED. CONTRACTOR SHALL PLACE SILT FENCING AT DOWN SLOPE SIDE OF GRADING LIMITS.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING FACILITIES OR UTILITIES. ANY DAMAGE SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.
14. WORK WITHIN ANY ROADWAY RIGHT-OF-WAY SHALL BE COORDINATED WITH THE APPROPRIATE MUNICIPAL OFFICIAL PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FEES. GRADING WITHIN RIGHT-OF-WAY IS SUBJECT TO APPROVAL BY SAID OFFICIALS. RESTORATION OF RIGHT-OF-WAY IS CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE COST OF GRADING. RESTORATION SHALL INCLUDE ALL ITEMS NECESSARY TO RESTORE RIGHT-OF-WAY IN-KIND INCLUDING LANDSCAPING.
15. CONTRACTOR SHALL COMPLY WITH ALL VILLAGE OF SUMMIT AND WDNR CONSTRUCTION STANDARDS/ORDINANCES.
16. LANDSCAPE AND TURF AREAS SHALL HAVE A MINIMUM OF 4-INCH TOPSOIL REPLACEMENT.
17. TOPSOIL BERMING SHALL ACHIEVE 90% STANDARD PROCTOR DENSITY AT 3%(±) OPTIMUM MOISTURE CONTENT.
18. SURVEY BENCHMARKS AND MAPPING HAS BEEN PROVIDED BY PEG. IN NO WAY DOES PEG WARRANT THE BASEMAP IS ALL INCLUSIVE OR REPRESENTATIVE OF ACTUAL CONDITIONS. CONTRACTOR SHALL PROVIDE CHECKS AS NECESSARY TO VERIFY THE BASEMAP CONTENT AND ACCURACY.

DESIGNED: EM
DRAFTED: BR
REVIEWED: ASZ

PLAN I DESIGN I DELIVER
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PINNACLE ENGINEERING GROUP
ENGINEERING I NATURAL RESOURCES I SURVEYING

WISCONSIN OFFICE:
20725 WATERTOWN ROAD
BROOKFIELD, WI 53186
(262) 754-8888
CHICAGO I MILWAUKEE : NATIONWIDE

THE GATHERING

VILLAGE OF SUMMIT, WAUKESHA CO., WISCONSIN

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PEG JOB No. 5866.00-WI
PEG PM ASZ
START DATE 02-10-25
SCALE N.T.S.

SHEET
C-7
OF
C-8

FOR CONSTRUCTION

CONSTRUCTION DETAILS

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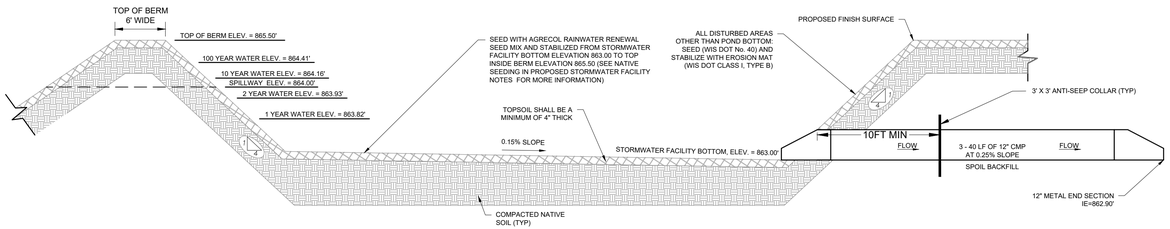
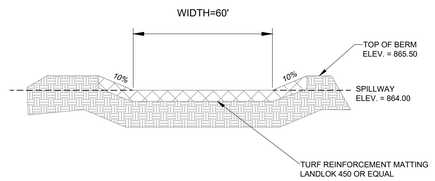


GENERAL NOTE:

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

STORMWATER FACILITY CROSS SECTION



NOTES:

1. EXTEND MATTING TO TOE OF SLOPE ON THE INSIDE OF THE STORMWATER FACILITY.
2. EXTEND MATTING TO THE PAVED PATH ON THE OUTSIDE OF THE STORMWATER FACILITY. INSTALL ONE ROLL OF MATTING ALONG THE PATH FOR THE WIDTH OF THE SPILLWAY ON THE DOWNGRADIENT SIDE OF THE PAVED PATH.
3. MATTING SHALL BE INSTALLED IN ACCORDANCE WITH WDNR TECH STANDARD 1052.

SPILLWAY

NATIVE SEEDING IN PROPOSED STORMWATER FACILITY (FROM ELEVATION 863 TO TOP INSIDE BERM ELEVATION 865)

ESTABLISHMENT OF A VIABLE VEGETATION COMMUNITY WITHIN THE PROPOSED STORMWATER FACILITY WILL BE COMPLETED BY HAND-BROADCASTING OF PRE-DESIGNED SEED MIXES.

PRIOR TO SEEDING:

A. ALL WEEDS AND EXISTING VEGETATION SHALL BE REMOVED. EXISTING VEGETATION SHALL BE TREATED WITH GLYPHOPHATE OR SIMILAR HERBICIDE BY A LICENSED PROFESSIONAL. TREATMENT SHALL OCCUR A MINIMUM OF 10 DAYS PRIOR TO SEEDING/PLANTING. VEGETATION STILL ALIVE AFTER INITIAL HERBICIDE TREATMENT SHALL BE TREATED A SECOND TIME PRIOR TO TILLING INTO THE SOIL.TREATED VEGETATION SHALL BE TILLED INTO THE SOIL NO EARLIER THAN 1 DAY PRIOR TO SEEDING.

B. PREPARATION OF SOIL PRIOR TO SEEDING
   1. ALL FOREIGN MATERIALS LARGER THAN 1-INCH SHALL BE REMOVED FROM THE SOIL PRIOR TO SEEDING OR PLANTING.
   2. AREA SHOULD BE FREE FROM UNSIGHTLY VARIATIONS, RIDGES, AND DEPRESSIONS.
   3. AVOID DRIVING OVER THE SPECIFIED AREA WITH MACHINERY.

SPECIFICATIONS FOR HAND BROADCASTING:

SEEDING SHALL BE CONDUCTED IN LATE FALL (SEPTEMBER 1- SOIL FREEZE) SO THAT SEEDS MAY LIE DORMANT DURING THE WINTER, ALLOWING FOR STRATIFICATION, OR SPRING (MARCH 1-JUNE 1) TO ALLOW A COMPLETE GROWING SEASON TO BECOME ESTABLISHED.

A. COVER CROP
   1. ANNUAL RYE SHALL BE SPREAD AT A DENSITY OF 20 POUNDS PER ACRE DURING THE PLANTING OR SEEDING OF THE NATIVE PLANT SPECIES TO STABILIZE THE SOIL AND REDUCE THE GROWTH OF UNWANTED VEGETATION. THIS ANNUAL GRASS GROWS RAPIDLY WITHOUT COMPETING WITH THE WILDFLOWERS AND GRASSES THAT ARE PLANTED IN THE TARGET AREAS.
   2. WINTER WHEAT OR PERENNIAL RYE SHALL NOT BE USED AS A COVER CROP. THESE GRASSES MAY OUT COMPETE PRAIRIE SEEDLINGS, LEADING TO A REDUCTION IN THE SUCCESS OF THE PLANTINGS.

B. SEED MIX:
   1. MIX ALL NATIVE SEED WITH VERMICULITE ACCORDING TO AGRECOL RECOMMENDATIONS AND INSTALLATION GUIDELINES.
   2. BROADCAST HALF THE SEED OVER THE ENTIRE SITE OR TARGET AREA.
   3. BROADCAST THE OTHER HALF OF SEED PERPENDICULAR TO THE DIRECTION THAT THE FIRST HALF OF THE SEED WAS BROADCAST.
   4. COVER SEED WITH ¼-INCH TO ½-INCH OF SOIL (USE ANY EXCESS SOIL FROM THE SITE) WITH RAKE OR DRAG.
   5. ROLL SITE TO ENSURE FIRM SEED-TO-GROUND CONTACT.
   6. KEEP SEED CONSTANTLY WET THROUGH GERMINATION PERIOD. GENERALLY 3 WEEKS.

ALL SEEDING SHALL BE COVERED WITH 1-INCH OF CLEAN, NON-INVASIVE STRAW (NO MARSH HAY, OR REED CANARY GRASS) WITHOUT SEEDS, WITHIN SEVEN DAYS. WHEAT, RYE, OATS, OR BARLEY ARE ACCEPTABLE FORMS OF STRAW. THOSE AREAS OF SLOPES STEEPER THAN 8:1 (EIGHT FEET HORIZONTAL TO ONE FOOT VERTICAL) SHALL BE PLANTED NO LATER THAN OCTOBER 1 AND STAKED WITH AN EROSION CONTROL BLANKET TO PREVENT EROSION.

NATIVE PLANTINGS:

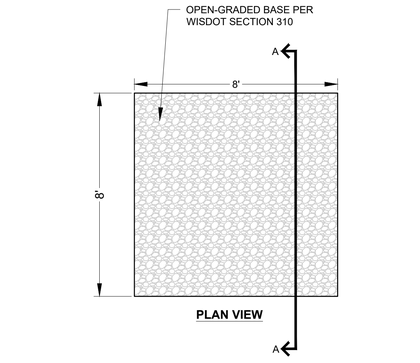
WEED SUPPRESSION MEASURES:

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.

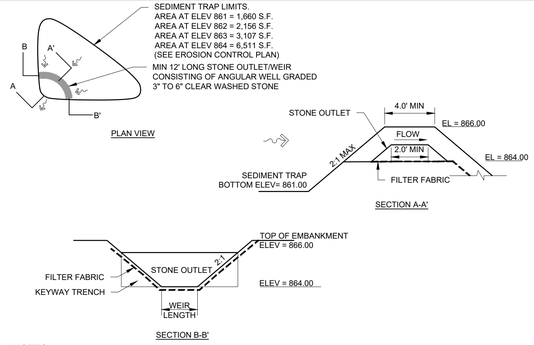
3rd YEAR - IN MAY/JUNE MOW NATIVE PLANTINGS AT 8" HEIGHT TO SUPPRESS THE WEEDS. PERFORM SPOT SPRAY WITH HERBICIDE TO SUPPRESS WEEDS.

4th YEAR - IN MAY PERFORM A PRESCRIBED BURN. IN JUNE HAVE A QUALIFIED PROFESSIONAL ASSESS PLANTINGS. IF A PRESCRIBED BURN CAN NOT BE UTILIZED, NATIVE PLANTINGS SHALL BE CUT TO THE GROUND AND ALL CUT MATERIAL SHALL BE REMOVED AND DISPOSED OF OFF SITE.



SECTION A - A

TRENCH DETAIL

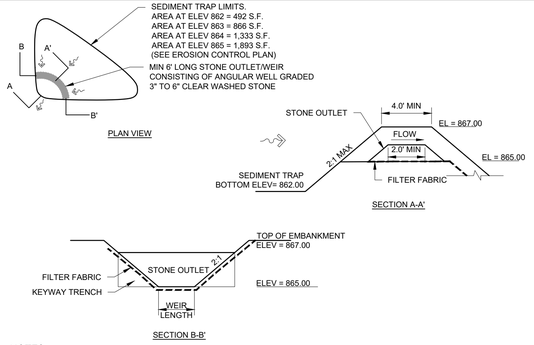


NOTES:

1. SEDIMENT TRAP SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1063.
2. SIDE SLOPES SHALL BE STABILIZED AS SOON AS THEY ARE CONSTRUCTED.
3. IF OUTLET BECOMES CLOGGED IT SHALL BE CLEANED TO RESTORE FLOW CAPACITY.
4. THE DEPTH OF THE SEDIMENT TRAP FROM THE BOTTOM OF THE TRAP TO THE INVERT OF THE STONE OUTLET SHALL BE AT LEAST 3 FEET.
5. THE SEDIMENT TRAP SHALL HAVE LENGTH TO WIDTH RATIO OF AT LEAST 2:1. SIDE SLOPES SHALL BE NO STEEPER THAN 2:1.
6. MAINTENANCE SHALL BE COMPLETED AS SOON AS POSSIBLE WITH CONSIDERATION TO SITE CONDITIONS. ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 1 FOOT.
7. FILTER FABRIC SHALL MEET THE REQUIREMENTS OF WDNR TS 1056.

SEDIMENT TRAP #1

#110-A 10-02-12



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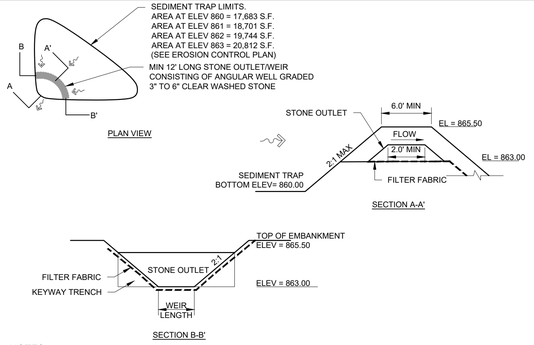
7. FILTER FABRIC SHALL MEET THE REQUIREMENTS OF WDNR TS 1056.

SEDIMENT TRAP #2

#110-A 10-02-12



NOTES:

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2. SIDE SLOPES SHALL BE STABILIZED AS SOON AS THEY ARE CONSTRUCTED.
3. IF OUTLET BECOMES CLOGGED IT SHALL BE CLEANED TO RESTORE FLOW CAPACITY.
4. THE DEPTH OF THE SEDIMENT TRAP FROM THE BOTTOM OF THE TRAP TO THE INVERT OF THE STONE OUTLET SHALL BE AT LEAST 3 FEET.
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6. MAINTENANCE SHALL BE COMPLETED AS SOON AS POSSIBLE WITH CONSIDERATION TO SITE CONDITIONS. ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 1 FOOT.
7. FILTER FABRIC SHALL MEET THE REQUIREMENTS OF WDNR TS 1056.

SEDIMENT TRAP #3

#110-A 10-02-12

PINNACLE ENGINEERING GROUP
ENGINEERING I NATURAL RESOURCES I SURVEYING
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www.pinnacle-engr.com
WISCONSIN OFFICE:
20725 WATERTOWN ROAD
BROOKFIELD, WI 53186
(262) 754-8888
CHICAGO I MILWAUKEE : NATIONWIDE

THE GATHERING
VILLAGE OF SUMMIT, WAUKESHA CO., WISCONSIN

CONSTRUCTION DETAILS

REVISIONS

1	GRADING LOTS 7-12	02-27-25			
2	VILLAGE/DNR COMMENTS	06-11-25			
3	STORM WATER FAC. BERM	07-10-25			

PEG JOB №5866.00-WI
PEG PM ASZ
START DATE 02-10-25
SCALE N.T.S.

SHEET C-8 OF C-8

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DRAFTED: BR
DESIGNED: FM
REVIEWED: ASZ

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www.pinnacle-engr.com

FOR CONSTRUCTION

STORM WATER MANAGEMENT PLAN

THE GATHERING

VILLAGE OF SUMMIT
WAUKESHA COUNTY, WI

Prepared For:

Siepmann Realty Corporation
c/o John Siepmann
W240 N1221 Pewaukee Road
Waukesha, WI 53188

PEG Project Number: 5866.00-WI

February 10, 2025

June 11, 2025

July 10, 2025

WISCONSIN
ERIC J. MAKI
E-38084
BROOKFIELD, WI
7-10-25
PROFESSIONAL ENGINEER

PINNACLE ENGINEERING GROUP
20725 Watertown Road | Suite 100 | Brookfield, WI 53186
www.pinnacle-engr.com

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- Maintenance Agreement

Questions and comments can be directed to:

Eric J. Maki, P.E.
Project Engineer
Phone: 262.754.8888 | Fax: 262.754.8850
emaki@pinnacle-engr.com

PINNACLE ENGINEERING GROUP
20725 Watertown Road | Suite 100
Brookfield, WI 53186
www.pinnacle-engr.com

INTRODUCTION

The proposed Gathering project is generally located at 543 South Wayfare Trail, in the Village of Summit, Waukesha County, WI. The property is approximately 39.8-acres in size and is bounded by South Wayfare Trail to the east, two private properties and Whitaker Lane to the south, and the Bark River to the west and north. The proposed project consists of a 12-lot single-family residential development (6 lots along existing Whitaker Lane and 6 lots along South Wayfare Trail) and stormwater BMPs. A location map that illustrates the tract of land is included in **Appendix 1** of this report.

Legal Description: Part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, Village of Summit, Waukesha County, Wisconsin.

Tax Key: SUMTO714999001

DESIGN CRITERIA

Village of Summit:.....Chapter 12, Article IV of Code of Ordinances
State of Wisconsin ..... Chapter NR 151 Runoff Management
Watershed.....Bark River

Total Suspended Solids (TSS): For new development, by design, reduce to the maximum extent practicable, the total suspended solids load by 80%, based on the average annual rainfall, as compared to no runoff management controls (Village of Summit and NR 151).

Discharge Quantity: The Village of Summit Ordinance requires that the post-development peak storm water discharge rates do not exceed the pre-development discharge rates for the 1-year/24-hour, 2-year/24-hour, 10-year/24-hour, and 100-year/24-hour storm events.

NR 151 requires that the 1-year/24-hour and 2-year/24-hour post-construction peak runoff discharge rates be maintained or reduced to the 1-year/24-hour and 2-year/24-hour pre-development peak runoff discharge rates.

Infiltration: Low imperviousness, residential. For developments with up to 40 percent connected imperviousness, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 90 percent of the pre-development infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than 1 percent of the post-construction site is required as an effective infiltration area (Village of Summit and NR 151).

Protective Areas: (Village of Summit and NR 151) Impervious surfaces shall be kept out of the protective area entirely or to the maximum extent practicable. If there is no practical alternative to locating an impervious surface in the protective area, the storm water management plan shall contain a written, site-specific explanation. Where land disturbing construction activity occurs within a protective area, adequate sod, or self-sustaining vegetative cover of 70% or greater shall be established and maintained where no impervious surface is present. The adequate sod or self-sustaining vegetative cover shall be sufficient to provide for bank stability, maintenance of fish habitat, and filtering of pollutants from upslope overland flow areas under sheet flow conditions. Non-vegetative materials, such as rock riprap, may be employed on the bank as necessary to prevent erosion such as on steep slopes or where high velocity flows occur.

Protective areas for wetlands shall be 50 feet, for highly susceptible wetlands, 75 feet, and less susceptible wetlands, 10 percent of the average wetland width, but no less than 10 feet nor more than 30 feet.

ANALYSIS METHODS

HydroCAD® (Version 10.20-5b) software has been used to analyze stormwater characteristics for this stormwater management plan. HydroCAD uses the accepted TR-55 methodology for determining peak discharge runoff rates, infiltration volumes and runoff volumes. All peak flow calculations used MSE 3 rainfall distribution and Atlas 14 precipitation rainfall depths in accordance with the Village of Summit requirements; 1-year = 2.40 inches, 2-year = 2.70 inches, 10-year = 3.81 inches, 100-year = 6.18 inches.

Total suspended solids (TSS) reduction and infiltration quantities for the proposed storm water Best Management Practices (BMPs) were determined using WinSLAMM® (Version 10.5.0) Source Loading and Management Model software.

PRE-DEVELOPMENT CONDITIONS

The current and primary use of the site is agriculture. The on-site agricultural areas were modeled using the maximum runoff curve numbers for cultivated agricultural lands, while other on-site and off-site areas were modeled using runoff curve numbers based on existing land cover in "good" hydrologic condition in accordance with the Village of Summit requirements. Based on the existing topography, the site has two (2) primary discharge locations:

North Discharge – Bark River

Total Drainage Area = 46.48-acres
Approximately 2.56-acres from the property within the project area and 20.99-acres of offsite area drain to an existing depression that does overtop during all modeled storm events. The depression overtops and drains northwest towards the Bark River.

Approximately 22.16-acres from the property within the project area and 0.77-acres of offsite area drain northwest towards the Bark River.

Offsite Areas – Offsite areas tributary to the proposed project site are based on the most current available Waukesha County LiDAR data. Electronic files were obtained from online data download applications provided by the County.

South Discharge – Scherr Property

Total Drainage Area = 1.30-acres

Approximately 1.25-acres from the property within the project area and 0.05-acres of offsite area drain off the property to the south.

Ultimately, both discharge locations are part of the Bark River Watershed.

The on-site soils within the project area consist of soils classified as hydrologic soil group B, C and B/D. Hydrologic soil group B soils include Casco loam (CeB) and Fox silt loam (FsA). Hydrologic soil group C soils include Fox loam (FoA). Hydrologic soil group B/D soils include Matherton sandy loam (MhA) and Matherton silt loam (MmA).

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that are in their natural condition are in group D. Hydrologic soil group B was used for modeling purposes. USDA/NRCS soil maps are included in **Appendix 1** of this report.

Two Geotechnical Exploration Reports were conducted by Butler Engineering, Inc. dated November 22, 2024. The purpose of the explorations was to provide preliminary evaluation of the subsurface conditions regarding storm water infiltration and seasonal high groundwater.

Seven (7) test pits to evaluate storm water infiltration, ranging in depth from 6-8 feet, were performed, the soil conditions logged, and backfilled. Infiltration was found to not be feasible in the area of the borings due to evidence of perched groundwater and not meeting the separation requirement between the infiltration surface and the Seasonal High Groundwater elevation.

Thirteen (13) test pits to evaluate seasonal high groundwater on the proposed lots, ranging in depth from 7.5-10 feet, were performed, the soil conditions logged, and backfilled. The soil boring for Lot 8 was used to assume an infiltration rate for the existing depression. The log for soil test pit TP-8 (B-8 in the Geotechnical Exploration Report) shows silt loam from the ground surface to a depth of 20 inches with sandy clay loam from 20-38 inches below ground. From Table 2 of DNR Technical Standard 1002 – Site Evaluation for Storm Water Infiltration, the most restrictive infiltration rate is 0.11 in/hr for sandy clay loam which was used as the infiltration rate of the existing depression.

Copies of the Geotechnical Reports and Table 2 of DNR Technical Standard 1002 are included in **Appendix 2** of this report.

Two (2) wetlands were delineated on the property in May 2024 by Heartland Ecological Group Inc. The wetlands and their 50-foot protective buffers are not anticipated to be impacted for the construction of the lots, path and stormwater management facility. There is also floodplain located on the parcel.

A pre-development conditions drainage exhibit and modeling can be found in **Appendix 3** of this report.

POST-DEVELOPMENT CONDITIONS

The proposed project consists of a 12-lot single-family residential development. Lot sizes will range from around 36,000 to 515,492 square feet. Approximately 18.4-acres of the property will be in an Outlot, which will consist of storm water management BMPs, private trails or open space. The trails consist of an 8’ wide paved path with 5’ of mowed grass on each side and a 10’ mowed grass trail. It is also planned to have a 0.25-acre mowed area for a proposed fire pit and play area.

It has been assumed that 23% of each residential lot will be impervious surfaces. Approximate driveway and building footprints are shown on the plans with the remaining impervious surfaces on the lots to be assumed (i.e., sheds, sidewalks, patios, etc.).

North Discharge – Bark River

Total Drainage Area = 46.53-acres

Approximately 11.21-acres from the property and 20.99-acres of offsite area will be treated and controlled by a 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.

Proposed surface types within the portion of the drainage area treated by the swale consists of residential lots, Outlot improvements, and the offsite areas. The swale provides storm water quantity and quality control. The ponding area behind the berm at the downstream end of the swale replaces the detention that was lost in the depression that is being filled in because of proposed lots 7-9. The contributing offsite area will be conveyed through the swale to the discharge location.

Approximately 14.33-acres of this drainage area will drain to discharge location without being detained. Proposed surface types consist of residential lots and Outlot improvements. Storm water quality control will be provided for portions of this area with two filter strips and the Whitaker Lane swale. See Total Suspended Solids section for more information.

South Discharge – Scherr Property

Total Drainage Area = 1.25-acres

Uncontrolled runoff from 1.20-acres of the property and 0.05-acres of offsite area, consists of residential side-yard, outlot improvements, and offsite areas that flow offsite to the south.

A post-development conditions drainage exhibit and modeling can be found in **Appendix 4** of this report.

SUMMARY OF RESULTS

Peak Discharge Rate

Table 1 summarizes the peak discharge from the individual drainage areas, at the two (2) discharge locations, and from the total project drainage area during pre-development conditions.

TABLE 1 - PRE-DEVELOPMENT DISCHARGE RATES

Drainage Area	Area (ac)	CN	Tc (min)	1-year Discharge (cfs)	2-year Discharge (cfs)	10-year Discharge (cfs)	100-year Discharge (cfs)
#1: North Discharge – Bark River							
EX-1.1	3.04	73	15.8	1.69	2.36	5.19	12.35
EX-1.2	22.93	69	60.1	3.81	5.59	14.08	37.43
EX OFF-1.0	20.51	74	58.9	5.76	7.85	16.93	40.07
North Total	**46.48**			**3.81**	**5.59**	**18.02**	**69.07**
#2: South Discharge – Scherr Property							
EX-2.0	1.30	68	23.6	0.33	0.50	1.34	3.64
South Total	**1.30**			**0.33**	**0.50**	**1.34**	**3.64**
Total Project Drainage Area							
Total	**47.78**			**3.94**	**5.77**	**18.28**	**69.91**

Table 2 summarizes the peak discharge from the individual drainage areas, at the two (2) discharge locations and from the total project drainage area during the post-development conditions without stormwater detention.

TABLE 2 - POST-DEVELOPMENT DISCHARGE RATES

Drainage Area	Area (ac)	CN	Tc (min)	1-year Discharge (cfs)	2-year Discharge (cfs)	10-year Discharge (cfs)	100-year Discharge (cfs)
#1: North Discharge – Bark River (Without Detention)							
P-1.1	11.69	66	34.9	1.81	2.88	8.32	24.15
P-1.2	14.33	65	35.2	1.91	3.12	9.46	28.35
P OFF-1.0	20.51	74	58.9	5.76	7.85	16.93	40.07
North Total	**46.53**			**8.77**	**12.63**	**31.26**	**83.52**
#2: South Discharge – Scherr Property (Without Detention)							
P-2.0	1.25	63	20.2	0.15	0.27	0.97	3.12
South Total	**1.25**			**0.15**	**0.27**	**0.97**	**3.12**
Total Project Drainage Area (Without Detention)							
Total	**47.78**			**8.86**	**12.78**	**31.74**	**85.05**

The proposed stormwater facility in Outlot 1 has been designed to reduce the discharge rates from the site during developed conditions. Table 3 summarizes how the facility will function in its final condition. The principle

outlet is designed to control the 2-year/24-hour discharge without the use of the spillway. The berm is designed to adequately contain the 100-year/24-hour design storm event.

TABLE 3 STORMWATER FACILITY SUMMARY

BMP	1-Year Peak In/Out Flow (cfs)	2-Year Peak In/Out Flow (cfs)	10-Year Peak In/Out Flow (cfs)	100-Year Peak In/Out Flow (cfs)	Spillway Elev.	Top of Berm Elev.
Stormwater Facility	7.13 / 2.86	9.96 / 3.56	22.90 / 14.15	57.67 / 48.64	864.00	865.50
	Peak Water Surface Elevation (ft)					
	863.82	863.93	864.16	864.41		

Table 4 compares the post-development discharge rates with stormwater detention to the pre-development discharge rates at the two (2) discharge locations and from the total project drainage area to show that the peak discharge requirement has been met.

TABLE 4 - COMPARISON OF POST-DEVELOPMENT TO PRE-DEVELOPMENT DISCHARGE RATES (VILLAGE AND DNR)

Discharge Location	Peak Flows 1-yr (cfs)	Peak Flows 2-yr (cfs)	Peak Flows 10-yr (cfs)	Peak Flows 100-yr (cfs)
#1: North Discharge – Bark River (Proposed Discharge Rates)	**3.62**	**4.84**	**17.47**	**63.31**
PRE-DEVELOPMENT DISCHARGE RATES	*3.81*	*5.59*	*18.02*	*69.07*
MEETS REQUIREMENTS (?)	*YES*	*YES*	*YES*	*YES*
#2: South Discharge – Scherr Property (Proposed Discharge Rates)	**0.15**	**0.27**	**0.97**	**3.12**
PRE-DEVELOPMENT DISCHARGE RATES	*0.33*	*0.50*	*1.34*	*3.64*
MEETS REQUIREMENTS (?)	*YES*	*YES*	*YES*	*YES*
Total Project Area (Proposed Discharge Rates)	**3.68**	**4.99**	**17.67**	**64.07**
PRE-DEVELOPMENT DISCHARGE RATES	*3.94*	*5.77*	*18.28*	*69.91*
MEETS REQUIREMENTS (?)	*YES*	*YES*	*YES*	*YES*

Total Suspended Solids

Post-development suspended solids removal will be obtained through the Stormwater Facility modeled as a swale (Swale 1), two filter strips and the Whitaker Lane north swale (Swale 2).

Swale 1 is modeled with a width of 100 feet, side slopes of 50:1 (H/V), and an infiltration rate of 0.04 inches per hour. The infiltration rate was selected from the most restrictive infiltration rate in the soil test pits for TP-13, 14, 15, and 19). Since the swale is relatively flat at 0.15%, the static infiltration rate of 0.04 inches per hour was used for Swale 1 as part of this stormwater report.

As part of the Village's MS4 permit, the Whitaker Lane north swale (Swale 2) is modeled with a swale width of 2.0 feet, side slopes of 6.9:1 (H/V), and had a static measured infiltration rate of 10.5 inches per hour. A dynamic infiltration rate of 5.25 inches per hour was used for the swale as part of this stormwater report.

Runoff from offsite areas that pass through the stormwater devices is accounted for in the WinSLAMM modeling, but credit was not taken for any reduction in total suspended solids from these areas. This was done in the modeling by sending the offsite areas through an "other device" and setting the pollutant load reduction value to 1.

WinSLAMM modeling indicates that the overall site will achieve a minimum of 80% TSS reduction prior to runoff leaving the project area. Table 6 summarizes the water quality results to show that the total suspended solids requirement has been met. A WinSLAMM exhibit, modeling, and summary of the infiltration rate testing results from the Village of Summit MS4 TMDL Analysis (See SU-8 for Swale 2 information) can be found in **Appendix 5** of this report.

TABLE 6 - TOTAL SUSPENDED SOLIDS SUMMARY

Discharge Location	Pounds Generated	Pounds Remaining	Percent Removal	Required Percent Removal	Requirement Met (?)
Particulate Solids					
Total Project Area	1,295	243.9	81.17%	*80%*	*YES*

Infiltration

Stormwater infiltration has been incorporated into the stormwater management for this project with the changes in CN from pre-development to post-development conditions. The existing agricultural field will be converted to lots with 23% impervious surfaces while the outlot will have the majority as meadow, with a proposed mowed fire pit and play area, a paved path with mowed areas adjacent to it and a mowed trail. The average CN for the project area on the property will be reduced in post-development compared to pre-development conditions.

To show that the infiltration volume requirement was met, the Pre-Development Runoff Volume tool in WinSLAMM was used to calculate the average annual runoff volume for the pre-development condition. For the post-development condition, the average annual runoff volume was taken directly from the WinSLAMM modeling results. Using the average annual rainfall total of 29.02 inches from WinSLAMM, the total rainfall volume was calculated by multiplying the rainfall depth by the drainage areas. The infiltration volumes were calculated by subtracting the runoff volumes from the total rainfall volume. The offsite drainage areas were not included in the infiltration modeling.

Table 7 summarizes the pre-development infiltration volume. Table 8 summarizes the post-development infiltration volume and compares it to the pre-development infiltration volume to show that the infiltration requirement has been met. Infiltration Modeling can be found in **Appendix 6** of the report.

TABLE 7 - PRE-DEVELOPMENT INFILTRATION VOLUME SUMMARY

Drainage Areas	Area (ac)	Total Volume (ac-ft)	Runoff Volume (ac-ft)	Infiltration Volume (ac-ft)
EX-1.1, EX-1.2, EX-2.0	25.97	62.80	1.46	**61.34**
Totals	**25.97**	**62.80**	**1.46**	**61.34 ac-ft**

TABLE 8 - POST-DEVELOPMENT INFILTRATION VOLUME SUMMARY

Drainage Areas	Area (ac)	Total Volume (ac-ft)	Runoff Volume (ac-ft)	Infiltration Volume (ac-ft)
P-1.1, P-1.2, P-2.0	25.97	62.80	1.43	**61.37**
Totals	**25.97**	**62.80**	**1.43**	**61.37 ac-ft**
			Pre-Development Infiltration Volume	***61.34 ac-ft***
			% of Pre-Development Infiltration Volume (90% minimum)	**100.05%**
			Requirement Met	***YES***

Culverts

Culverts at the back lot corners of Lots 7/8 and Lots 8/9 have been sized to convey peak flow from the 100-year, 24-hour runoff under the proposed paved path. The culverts were sized to keep the 100-year, 24-hour peak elevation at least 2-feet below the proposed lookout elevations of the adjacent houses.

Future Driveway culverts have been sized to convey the peak flow from a 25-year, 10-minute intensity storm event (6.35 in/hr). The Village's minimum size is a 15" culvert. The lowest lot was sized first. If the lot needed larger than a 15" culvert, the next up gradient lots were checked until the 15" minimum culvert size was reached. Storm sewer drainage exhibits and calculations can be found in **Appendix 7** of this report.

CONCLUSION

The storm water management features for the development have been designed to comply with the Village of Summit and State of Wisconsin requirements. Post-development peak flow runoff rates are less than the pre-development peak flow runoff rates as required by the Village of Summit and DNR. Storm water runoff will be treated to remove at least 80% of total suspended solids as required by the Village of Summit and State of Wisconsin. The post-development infiltration volume is at least 90% of the pre-development infiltration volume as required by the Village of Summit and DNR. A Maintenance Agreement can be found in **Appendix 8**.

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
Southeast Region Headquarters
1027 W Saint Paul Ave
Milwaukee, WI 53233

Tony Evers, Governor
Karen Hyun, Ph.D., Secretary
Telephone 414-263-8500
Toll Free 1-888-936-7463
TTY Access via relay - 711

June 13, 2025

Mark Lurvey
Mark & Eileen Lurvey Trust
35680 Wayfare Trail
Oconomowoc WI 53066
Via email: lurveyma@idcnet.com

SUBJECT: Coverage Under WPDES General Permit No. WI-S067831-06: Construction Site Storm Water Runoff

Permittee Name: Mark & Eileen Lurvey Trust
Site Name: The Gathering
FIN: 97713

Dear Permittee:

The Wisconsin Department of Natural Resources received your Water Resources Application for Project Permits or Notice of Intent, on February 13, 2025, for the The Gathering site and has evaluated the information provided regarding storm water discharges from your construction site. We have determined that your construction site activities will be regulated under ch. 283, Wis. Stats., ch. NR 216, Wis. Adm. Code, and in accordance with Wisconsin Pollutant Discharge Elimination System (WPDES) General Permit No. WI-S067831-06, Construction Site Storm Water Runoff. All erosion control and storm water management activities undertaken at the site must be done in accordance with the terms and conditions of the general permit.

The **Start Date** of permit coverage for this site is June 13, 2025. The maximum period of permit coverage for this site is limited to 3 years from the **Start Date**. Therefore, permit coverage automatically expires and terminates 3 years from the Start Date and storm water discharges are no longer authorized unless another Notice of Intent and application fee to retain coverage under this permit or a reissued version of this permit is submitted to the Department 14 working days prior to expiration.

A copy of the general permit along with extensive storm water information including technical standards, forms, guidance and other documents is accessible on the Department's storm water program Internet site. To obtain a copy of the general permit, please download it and the associated documents listed below from the following Department Internet site: **http://dnr.wi.gov/topic/stormwater/construction/forms.html**

- Construction Site Storm Water Runoff WPDES general permit No. WI-S067831-06
- Construction site inspection report form
- Notice of Termination form

If, for any reason, you are unable to access these documents over the Internet, please contact me and I will send them to you.

To ensure compliance with the general permit, please read it carefully and be sure you understand its contents. Please take special note of the following requirements (This is not a complete list of the terms and conditions of the general permit.):

1. The Construction Site Erosion Control Plan and Storm Water Management Plan that you completed prior to submitting your permit application must be implemented and maintained throughout construction. Failure to do so may result in enforcement action by the Department.

2. Construction dewatering discharges from an area subject to remedial action operations or from an area containing contamination that would be subject to remedial action operations are not eligible for coverage under this permit (section 1.1.2.3). Discharges may be eligible for coverage under the Contaminated Groundwater from Remedial Action Operations General Permit (WI-0046566-07-0).

3. The general permit requires that erosion and sediment controls be routinely inspected at least every 7 days, and within 24 hours after a rainfall event of 0.5 inches or greater. Weekly written reports of all inspections must be maintained. The reports must contain the following information:

a. Date, time, and exact place of inspection;
b. Name(s) of individual(s) performing inspection;
c. An assessment of the condition of erosion and sediment controls;
d. A description of any erosion and sediment control implementation and maintenance performed;
e. A description of the site's present phase of construction.

4. A **Certificate of Permit Coverage** must be posted in a conspicuous place on the construction site. The Certificate of Permit Coverage (WDNR Publication # WT-813) is enclosed for your use.

5. When construction activities have ceased and the site has undergone final stabilization, a Notice of Termination (NOT) of coverage under the general permit must be submitted to the Department.

It is important that you read and understand the terms and conditions of the general permit because they have the force of law and apply to you. Your project may lose its permit coverage if you do not comply with its terms and conditions. The Department may also withdraw your project from coverage under the general permit and require that you obtain an individual WPDES permit instead, based on the Department's own motion, upon the filing of a written petition by any person, or upon your request.

If you believe that you have a right to challenge this decision to grant permit coverage, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions must be filed. For judicial review of a decision pursuant to ss. 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review must name the Department of Natural Resources as the respondent.

To request a contested case hearing pursuant to s. 227.42, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. All requests for contested case hearings must be made in accordance with s. NR 2.05(5), Wis. Adm. Code, and served on the Secretary in accordance with s. NR 2.03, Wis. Adm. Code. The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30-day period for filing a petition for judicial review.

Thank you for your cooperation with the Construction Site Storm Water Discharge Permit Program. If you have any questions concerning the contents of this letter or the general permit, please contact Peter Wood, P.E. at (262) 822-8227.

Sincerely,

Peter Wood, P.E.
Southeast Region
Storm Water Program

ENCLOSURE: Certificate of Permit Coverage

CERTIFICATE OF PERMIT COVERAGE

UNDER THE
WPDES CONSTRUCTION SITE STORM WATER RUNOFF PERMIT
Permit No. WI-S067831-06

Under s. NR 216.455(2), Wis. Adm. Code, landowners of construction sites with storm water discharges regulated by the Wisconsin Department of Natural Resources (WDNR) Storm Water Permit Program are required to post this certificate in a conspicuous place at the construction site. This certifies that the site has been granted WDNR storm water permit coverage. The landowner must implement and maintain erosion control practices to limit sediment-contaminated runoff to waters of the state in accordance with the permit.

EROSION CONTROL COMPLAINTS

should be reported to the WDNR Tip Line at

1-800-TIP-WDNR (1-800-847-9367)

Please provide the following information to the Tip Line:

WDNR Site No. (FIN): 97713

Site Name: The Gathering

Address/Location: 543 South Wayfare Trail Village of SUMMIT

Additional Information:

Landowner: Mark & Eileen Lurvey Trust

Landowner's Contact Person: Mark Lurvey

Contact Telephone Number: (262) 473-1999

Permit Start Date: June 13, 2025

By: _____

WDNR Publication # WT-813 (10/11)

VILLAGE OF SUMMIT

Village Hall (262) 567-2757
Fax (262) 567-4115
Department of Public Works (262) 567-2422
Police Department (262) 446-5070
Building Inspector (262) 490-4141
www.summitvillage.org

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

RECEIVED
$75.00
AUG 01 2025
BY: CK# 2607

VILLAGE OF SUMMIT
APPLICATION FOR PERMIT TO EXCAVATE, CONSTRUCT, MAINTAIN OR REPAIR FACILITIES IN PUBLIC RIGHT-OF-WAY

(Pursuant to Wisconsin Statutes and Village of Summit Municipal Code)

BUSINESS/APPLICANT INFORMATION	**DATE** 7-11-2025
Business/Applicant Name Siepmann Realty Corp.	Business Contact Chris Siepmann
Business/Applicant Address W229 N1433 Westwood Dr.	Suite/Unit # 200
Business/Applicant City Waukesha	State ZIP WI 53186
Business/Applicant Phone 262.501.2811	Business/Applicant Email chris@siepmannrealty
ROW WORK PROPOSAL Start Date 8/1/2025	End Date 9/30/2025

Location of Proposed Work (Highway or Street Right-of-Way)

Ditch line on north/east side of Whittaker Ln & South side of Wayfare Trl.

Description of Location (Street Address, Quarter Section, etc.) *For each job location, attach a copy of a drawing.*

543 S. Wayfare Trl;

Located in the NW 1/4 of Section 35

Type of Work Proposed – Road: ☑ No Cut ☐ Pavement Cut ☐ Jack & Bore/Directional Drill ☐ Curb Cut (Driveway)

Type of Work Proposed – Service:

☐ Cable/Telephone ☐ Electric ☐ Gas ☐ Culvert Required, Size: _____ inches

☐ Sanitary Sewer ☐ Storm Sewer ☐ Water Utility ☑ Other: flow line grading

☐ Placement of Dumpster, Mobile Storage, Trailer, Construction/Demo Unit

Description of Work Proposed (*include start/end dates; for dumpsters or units in the ROW – include size of units and if overnight storage is requested*)

Regrading to establish more precise flow line grades. Beginning work 8/4/25 with an anticipated finish of 9/15/25

APPLICANT SIGNATURE

It is understood and agreed that any approval hereof shall be subject to the applicant's full compliance with the pertinent statues and laws, as well as the codes, rules, and regulations of jurisdictional agencies, with all permit provisions and conditions listed on the reverse side hereof and will all standard and special provisions, drawings, and notes incorporated herein or attached hereto. Accomplishment of any part of the permitted work shall evidence the applicant's agreements to fully comply with and be bound by the permit in all its parts.

Signature of Applicant or Applicant Representative	Title	Date
Chris Siepmann	Project Manager	7-11-2025
Printed Name Christopher Siepmann		

PERMIT APPROVAL

The foregoing application is hereby approved and permit issued by the Permitting Authority subject to full compliance by the Applicant with all provisions and conditions stated herein and on the reverse side hereof and all attachments hereto.

Director of Public Works or Designee	Date	Permit No.
Kamm Nash	7/23/2025	2025-32

VILLAGE OF SUMMIT

Village Hall (262) 567-2757
Fax (262) 567-4115
Department of Public Works (262) 567-2422
Police Department (262) 446-5070
Building Inspector (262) 490-4141
www.summitvillage.org

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

VILLAGE OF SUMMIT
ROW APPLICATION CHECKLIST

REMARKS:

- All roads with new pavement installation within the last FIVE (5) years cannot be disturbed without the permission of the Director of Public Works or his/her Designee.
- All roads must be cleanly sawcut prior to excavating.
- Slurry backfill is required in all roads and under all hard surfaces within the Village Right-of-Way (1 bag concrete slurry mix required).
- Applicant must call (262) 567-2757 for inspection of all backfilling and pavement restoration work performed.

PERMIT PROVISIONS AND CONDITIONS OF ISSUANCE

Pursuant to Wisconsin Statutes and the Muncipal Code of the Village of Summit, this permit is granted to allow performance of the specific work described herein. The following standard provisions and any included special provisions shall govern:

1. The Applicant agrees to indemnify and hold harmless the Permitting Authority, its employees and its agents, from any cost, claim, suit, liability, and/or award which might come, be brought, or be assessed, because of the issuance or exercise of this permit, or because of any adverse effect upon any person or property which is attributed to the partially or entirely completed works of the Applicant. Accomplishment of the permitted work, or any part thereof, by or on behalf of the Applicant shall bind such Applicant to abide by this permit and all its conditions and provisions.

2. The entire cost of constructing and maintaining the permitted facilities shall be the obligation of the Applicant.

3. When one-way traffic or a detour is used, the Applicant shall provide and maintain all necessary signs, barricades, flaggers, and lights required according to the "Manual on Uniform Traffic Control Devices." When a detour is required, Village staff shall review and approve a traffic control plan prepared by the Applicant prior to the work being started.

4. Access to all private drives and public street intersections shall be maintained, and all disturbed areas shall becompletely restored to the satisfaction of the Permitting Authority or its representative.

5. All construction shall be performed in accordance with the requirements of OSHA and the Wisconsin Department of Workforce Development, and any applicable local regulations.

6. A copy of this approval, along with any plans and special provisions, shall be available on the job site.

7. All work must be coordinated with the Village of Summit, Waukesha Country, and the Wisconsin Department of Transportation. VILLAGE INSPECTION IS REQUIRED. – **Call for Inspection: (262) 567-2757**

8. Upon completion of the work the Applicant shall file a written notice with the Permitting Authority.

9. All pavements removed shall be replaced in kind. Complete pavement restoration shall take place within 7 days of the pavement removal, unless prior approval is granted by the Village.

10. All grass restoration shall take place within 7 days of the completion of the construction. The restoration within grass areas shall consist of topsoil, seed, fertilizer and mulch, or topsoil and sod.

11. While taking any actions approved under this permit, Applicant shall at all times provide access to any property abutting the street. Any interruption to access must be approved by the Village.

12. **Special Conditions (office use only):**

STATE OF WISCONSIN VILLAGE OF SUMMIT WAUKESHA COUNTY

ORDINANCE NO. 138-2025

AN ORDINANCE
TO CONDITIONALLY REZONE CERTAIN LANDS
IN THE VILLAGE OF SUMMIT AS PART OF THE ZONING AND SHORELAND PROTECTION ORDINANCE FROM THE A-1 AGRICULTURAL DISTRICT (SECTION 111-357) TO THE A-2 AGRICULTURAL DISTRICT (SECTION 111-358) AND THE R-3 VILLAGE RESIDENTIAL DISTRICT – CONSERVATION DEVELOPMENT (SECTION 111-349) ON PROPERTY LOCATED AT 543 S. WAYFARE TRAIL (SUMT0714999001). THE AREAS TO BE ZONED A-2 AGRICULTURAL DISTRICT ARE LEGALLY DESCRIBED IN EXHIBIT A AND B AND THE AREAS TO BE ZONED R-3 VILLAGE RESIDENTIAL DISTRICT – CONSERVATION DEVELOPMENT ARE LEGALLY DESCRIBED IN EXHIBIT C AND D; 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 John Siepmann, Siepmann Realty (APPLICANT) on behalf of Mark and Eileen Lurvey Trust (PROPERTY OWNER), as the owner of certain lands in the Village of Summit, to rezone certain lands legally described in Exhibits "A-D" and illustrated in Exhibit "E", and described as 543 S. Wayfare Trail (SUMT0714999001), which is incorporated herein by reference (the "Subject Lands); and

WHEREAS, said rezoning petition was submitted in order to rezone the Subject Lands from the A-1 Agricultural District (Section 111-357) to the A-2 Agricultural District (Section 111-358) and the R-3 Village Residential District – Conservation Development (Section 111-349) 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 December 19, 2024, as required by Section 111-386(b)(4) of the Village Code; and

WHEREAS, following the December 19, 2024 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 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 rezone will be located, and having given due consideration to the municipal problems involved as well as the impact on the community as to noise, dust, smoke, odor, and others, hereby determines that the rezoning will not violate the spirit or intent of Chapter 111 of the Village Code, will not be contrary to the public health, safety, or general welfare of the Village of Summit, will not be hazardous, harmful, noxious, offensive, or a nuisance by reason of noise, dust, smoke, odor, or other similar factors and will not, for any other reason, cause a substantial adverse effect on the property values and general desirability of the neighborhood as long as the rezone is 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 January 9, 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 A-1 Agricultural District (Section 111-357) to the A-2 Agricultural District (Section 111-358) and the R-3 Village Residential District – Conservation Development (Section 111-349) on property located at 543 S. Wayfare Trail (SUMT0714999001). The areas to be zoned A-1 Agricultural District are legally described in Exhibit A and B and the areas to be zoned R-3 Village Residential District – Conservation Development are legally described in Exhibit C and D. The wetland conservancy district and environmental corridor and floodplain overlay districts will remain unchanged. This rezoning is subject to the following conditions being met:

1. This rezone is not effective until a Subdivision Plat is reviewed and approved by the Village of Summit and recorded by Waukesha County Register of Deeds in substantial conformance with the Preliminary Plat revised on November 26, 2024 and presented at the December 19, 2024 Plan Commission meeting. A note shall be placed on the subdivision plat that no further land division is allowed unless a public road is constructed to the Village of Summit's satisfaction.

2. Lots 1-11 are subject to the conservation development requirements of Village Code Section 111-349(e)(3), or any more restrictive standards as may be required by any developer of Lots 1-11 part of the Subdivision Declaration of Restrictions.

3. Lot 12 is conditionally rezoned to the A-2 Agricultural District subject to the property being limited to the following uses:

   A. Principal permitted uses:

      1. Apiculture (beekeeping).
      2. Grazing or pasturing of agricultural animals for the commercial purpose of food or fiber production, but not for dairy and pig/hog farming.
      3. Raising of field crops.
      4. Raising of livestock, except commercial feed lots and fur farms, for the commercial purposes of food or fiber production, but not for dairy and pig/hog farming.
      5. Single-family residential dwelling.

   B. Accessory uses:

      1. Barns, sheds, and similar structures customarily accessory to a permitted agricultural use. Note: Agricultural structures may be permitted as a principal permitted use in accordance with Section 111-100(b)(4)a.
      2. Guest houses, provided such structure shall not be rented, leased or used continually for permanent habitation.
      3. Not more than three dogs or three cats, or a combination thereof, which are over the age of 12 months.
      4. Home occupation.
      5. Attached or detached private garages.
      6. Private greenhouses.
      7. Private residential outdoor recreational facilities.
      8. Private residential stable.

   C. No conditional uses are allowed.

4. Outlot 1 is conditionally rezoned to the A-2 Agricultural District subject to the Outlot being owned in an undivided fractional ownership by all lot owners of the proposed subdivision for open space purposes. The Outlot may include limited amenities to enhance the space for open space purposes, such as the construction of a recreational trail, play area and fire pit. Provisions identifying the permitted uses and long-term maintenance responsibilities shall be included in the Subdivision Declaration of Restrictions and Open Space Management Plan, which shall be reviewed and approved by the Village of Summit Board, with a recommendation from Plan Commission, as part of the Final Plat review.

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 A-1 Agricultural District (Section 111-357) if the conditions of this ordinance are not fully complied with.

SECTION 3: SEVERABILITY.

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

SECTION 4: EFFECTIVE DATE.

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

This Ordinance passed this 9th day of January, 2025.

VILLAGE OF SUMMIT

VILLAGE OF SUMMIT SEAL WAUKESHA COUNTY, WI

By: _____
Jack Riley, Village President

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

Published/Posted the 18 day of February 2025.

APPROVAL OF SUBJECT PROPERTY OWNER

Dated this 6th day of Febuary, 2025

SUBJECT PROPERTY OWNER

Mark & Eileen Lurvey Trust

By: Mark Lurvey Trustee
Authorized Signatory

This instrument drafted by
Amy Barrows, Village Planner

LANDS TO REZONED A-2: EXHIBIT A (LOT 12)

Being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, Village of Summit, Waukesha County, Wisconsin, described as follows:

Commencing at the southwest corner of the Northwest 1/4 of said Section 35; thence South 89°08'08" East along the south line of said Northwest 1/4, 1354.55 feet; thence North 18°20'21" West, 421.01 feet; thence North 01°27'13" West, 176.59 feet to the Point of Beginning 2;

Thence North 56°00'55" West, 636 feet, more or less, to the centerline of the Bark River; thence northwesterly 1281 feet, more or less, along the centerline of said Bark River; thence South 07°20'21" East, 638 feet more or less, to the northerly right of way line of South Wayfare Trail and a point on a curve; thence southwesterly 310.68 feet along the arc of said curve to the left and said right of way line, whose radius is 409.78 feet and whose chord bears South 21°56'27" West, 303.29 feet; thence South 87°17'14" West, 270.00 feet to the Point of Beginning 2.

Said land containing 11.83 acres.

LANDS TO REZONED A-2: EXHIBIT B (OUTLOT 1)

Being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and a part of the Southeast 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, Village of Summit, Waukesha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 35; thence South 00°30'01" East along the west line of said Southwest 1/4, 56.19 feet; thence North 89°29'59" East, 60.00 feet to the east right of way line of South Summit Avenue - State Trunk Highway "67" and the Point of Beginning 1;

Thence North 00°30'01" West along said east right of way line, 56.15 feet; thence North 00°25'14" West along said east right of way line 110 feet, more or less to the centerline of the Bark River, thence northwesterly 1308 feet, more or less, along the centerline of said Bark River; thence South 56°00'55" East, 636 feet, more or less; thence South 01°27'13" East, 176.59 feet; thence South 18°20'21" East, 530.85 feet; thence North 69°06'17" East, 293.27 feet to a point on the west right of way line of South Wayfare Trail and a point on a curve; thence southeasterly 20.00 feet along the arc of said curve to the left, whose radius is 2995.34 feet and whose chord bears South 21°05'11" East, 20.00 feet to the north line of Certified Survey Map No. 6393; thence South 62°18'01" West along said north line, 797.18 feet to the northerly right of way line of Whitaker Lane and a point on a curve; thence northwesterly 5.26 feet along the arc of said curve to the left, whose radius is 592.70 feet and whose chord bears North 61°14'47" West, 5.25 feet; thence North 61°30'01" West along said northerly right of way line, 58.88 feet; thence North 28°29'59" East, 300.00 feet; thence North 61°30'01" West, 480.00 feet; thence North 64°22'03" West, 154.05 feet; thence North 73°49'36" West, 166.88 feet; thence South 11°08'36" West, 300.00 feet to the aforesaid northerly right of way line of Whitaker Lane and a point on a curve; thence northwesterly 132.43 feet along the arc of said curve to the left, whose radius is 651.67 feet and whose chord bears North 84°40'43" West, 132.20 feet; thence South 89°29'59" West along said northerly right of way line, 80.00 feet to the Point of Beginning 1.

Said land containing 18.44 acres.

LANDS TO REZONED R-3: EXHIBIT C (LOTS 1-4)

Being a part of the Northwest 1/4 of the Southwest 1/4 and a part of the Southwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, Village of Summit, Waukesha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 35; thence South 00°30'01" East along the west line of said Southwest 1/4, 56.19 feet; thence North 89°29'59" East and then along the northerly right of way line of Whitaker Lane, 140.00 feet to a point of curvature; thence southeasterly 132.43 feet along the arc of said curve to the right, whose radius is 651.67 feet and whose chord bears South 84°40'43" East, 132.20 feet to the Point of Beginning 3;

Thence North 11°08'36" East, 300.00 feet; thence South 73°49'36" East, 166.88 feet; thence South 64°22'03" East, 154.05 feet; thence South 61°30'01" East, 480.00 feet; thence South 28°29'59" West, 300.00 feet to the aforesaid northerly right of way line of Whitaker Lane; thence North 61°30'01" West along said northerly right of way line, 513.00 feet to a point of curvature; thence northwesterly 197.41 feet along the arc of said curve to the left, whose radius is 651.67 feet and whose chord bears North 70°10'43" West, 196.66 feet to the Point of Beginning 3.

Said land containing 5.19 acres.

LANDS TO REZONED R-3: EXHIBIT D (LOTS 7-11)

Being a part of the Northeast 1/4 of the Southwest 1/4 and a part of the Southeast 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, Village of Summit, Waukesha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 35; thence South 89°08'08" East along the north line of said Southwest 1/4, 1354.55 feet to the Point of Beginning 4;

Thence South 18°20'21" East, 109.84 feet; thence North 69°06'17" East, 293.27 feet to the westerly right of way line of South Wayfare Trail and a point on a curve; thence northwesterly 133.63 feet along the arc of said curve and said right of way line, whose radius is 2995.34 feet and whose chord bears North 19°37'02" West, 133.62 feet; thence North 18°20'21" West along said right of way line, 350.00 feet to a point of curvature; thence northwesterly 132.74 feet along the arc of said curve to the right and said right of way line, whose radius is 409.78 feet and whose chord bears North 09°03'32" West, 132.16 feet; thence South 87°17'14" West, 270.00 feet; thence South 01°27'13" East, 176.59 feet; thence South 18°20'21" East, 421.01 feet to the Point of Beginning 4.

Said land containing 4.36 acres.

EXHIBIT E

LANDS TO REZONED A-2: OUTLOT 1

Being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and a part of the Southeast 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 19 East, Village of Summit, Waukesha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 35; thence South 89°20'27" East along the north line of said Southwest 1/4, 56.19 feet; thence North 89°56'59" East, 80.02 feet to the east right of way line of South Summit Avenue - State Trunk Highway "67" and the Point of Beginning;

Thence North 00°14'01" West along said east right of way line, 59.73 feet; thence North 00°25'16" West along said east right of way line, 1162 feet, more or less, to the centerline of the Bark River; thence Southeasterly, 1303 feet, more or less, along the centerline of said Bark River; thence South 36°33'55" East, 6.81 feet; more or less; thence South 28°27'43" East, 133.59 feet; thence South 16°29'31" East, 502.65 feet; thence North 67°06'37" East, 263.07 feet to a point on the west right of way line of South Wayfare Trail; thence North 00°14'01" West along said west line, 20.82 feet along the arc of said curve to the left, whose radius is 2081.34 feet, and whose chord bears South 27°25'11" East, 20.82 feet to the northeast of Certified Survey Map No. 8361; thence South 67°19'21" West, along said certified survey map, 190.38 feet to the northerly right of way line of Whitaker Lane; thence Southwesterly, 8.39 feet along the arc of said curve to the left, whose radius is 550.00 feet, and whose chord bears North 67°19'21" West, 8.39 feet; thence North 66°49'38" West, 200.38 feet; thence North 66°49'38" West, 52.80 feet; thence North 24°29'38" East, 200.38 feet; thence North 23°49'38" East, 49.50 feet; thence North 66°49'38" West, 394.85 feet; thence North 23°49'38" East, 49.50 feet; thence South 66°49'38" East, 394.85 feet; thence North 23°49'38" East, 200.38 feet; thence South 66°49'38" East, 200.38 feet to the northerly right of way line of Whitaker Lane and a point on a curve; thence Southwesterly, 132.43 feet along the arc of said curve to the left, whose radius is 433.67 feet and whose chord bears North 66°47'40" West, 132.00 feet; thence South 23°49'38" West, 49.50 feet to the Point of Beginning;

Said land containing 19.44 acres

LANDS TO REZONED A-2: LOT 12

Being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and South west 1/4 of the North west 1/4 of Section 35, Township 7 North, Range 19 East Village of Summit, Waukesha County, Wisconsin, described as follows:

Commencing at the southwest corner of the Northwest 1/4 of said Section 35; thence South 89°56'59" East along the south line of said Northwest 1/4, 1304.58 feet; thence North 00°25'16" East 471.65 feet; thence North 67°19'21" West, 178.45 feet to the Point of Beginning;

Thence North 66°49'38" West, 135 feet, more or less, to the centerline of the Bark River; thence Northeasterly, 1281 feet, more or less, along the centerline of said Bark River; thence South 67°19'21" East, 436 feet, more or less, to the southerly right of way line of South Wayfare Trail and a point on a curve; thence Southwesterly, 372.48 feet along the arc of said curve to the left and said right of way line, whose radius is 433.67 feet and whose chord bears South 21°56'07" West, 361.00 feet; thence South 46°49'38" West, 200.38 feet; thence South 67°19'21" West, 200.38 feet to the Point of Beginning;

Said land containing 11.61 acres

LANDS TO REZONED R-3: LOTS 1-6

Being a part of the Northeast 1/4 of the Southwest 1/4 and a part of the Southeast 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 19 East Village of Summit, Waukesha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 35; thence South 89°20'27" East along the north line of the Southwest 1/4, 56.19 feet; the next North 89°20'09" East along the north line of the Southwest 1/4, 80.02 feet to a point of curvature; thence southeasterly along the northerly right of way line of Whitaker Lane, 549.05 feet to a point of curvature; thence southeasterly, 132.43 feet along the arc of said curve to the right, whose radius is 433.67 feet and whose chord bears South 66°49'45" East, 132.00 feet to the Point of Beginning;

Thence North 31°39'30" East, 200.00 feet; thence South 72°49'30" East, 708.10 feet; thence South 64°22'03" East, 194.00 feet; thence South 49°30'01" East, 495.66 feet; thence South 29°26'59" West, 302.63 feet to the aforesaid northerly right of way line; thence North 67°19'21" West along said northerly right of way line, 1303.20 feet to a point of curvature; thence northwesterly, 357.41 feet along the arc of said curve to the left, whose radius is 433.67 feet and whose chord bears North 89°19'43" West, 346.66 feet to the Point of Beginning;

Said land containing 5.59 acres

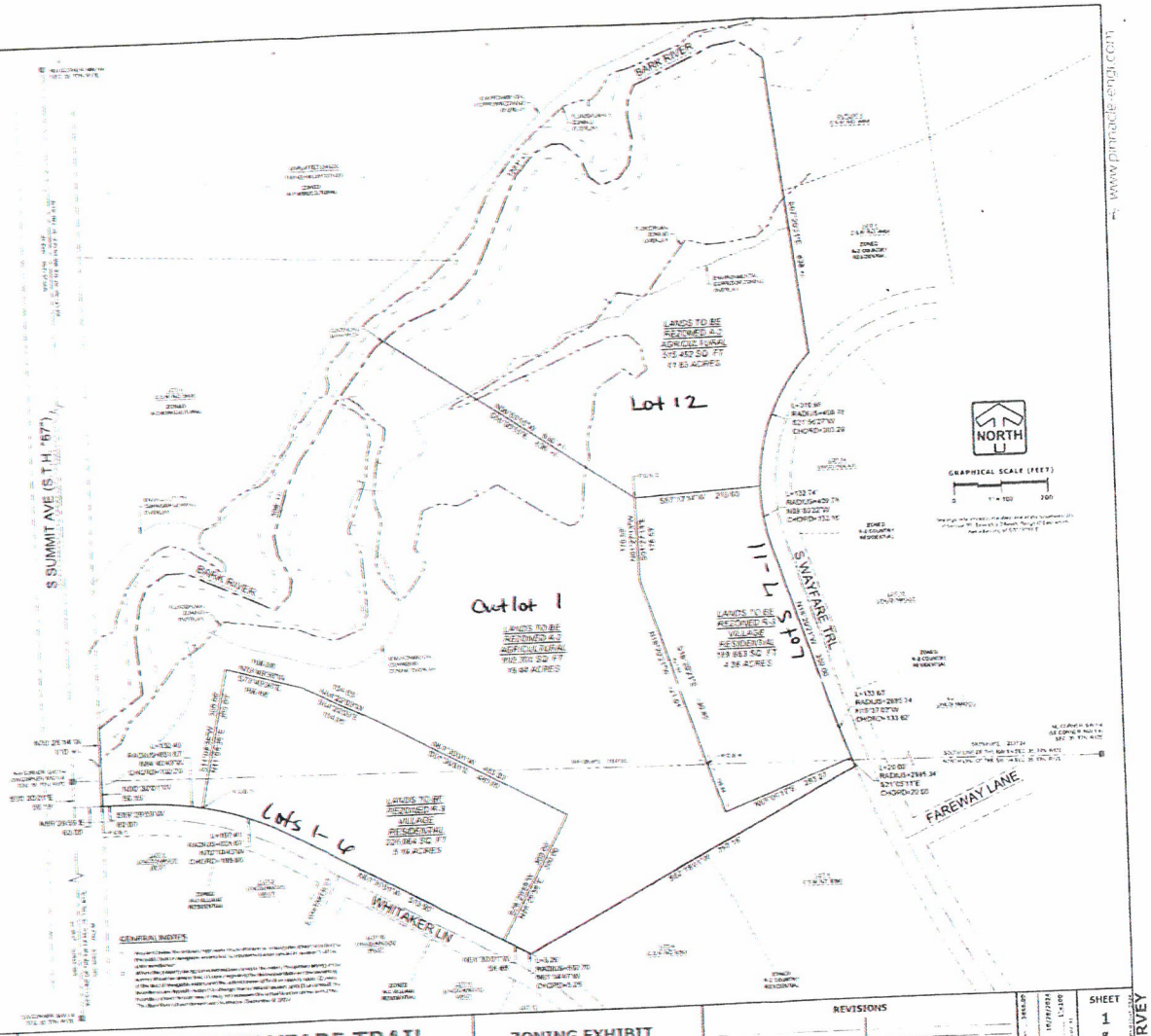
LANDS TO REZONED R-3: LOTS 7-11

Being a part of the Northeast 1/4 of the Southwest 1/4 and a part of the Southeast 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 19 East, Village of Summit, Waukesha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 35; thence South 89°20'27" East along the north line of the Southwest 1/4, 56.19 feet to the Point of Beginning of

Thence South 18°20'21" East, 109.94 feet; thence North 66°49'38" West, 230.27 feet to the westerly right of way line of South Wayfare Trail and a point of curve; thence northwesterly, 330.43 feet along the arc of said curve to the right, whose radius is 2434.34 feet and whose chord bears North 21°56'07" West, 330.19 feet; thence North 18°02'21" West along said right of way line, 1351.52 feet; thence North 71°57'39" East, 133.00 feet to the west line of said Section 35; thence South 00°25'16" West along said west line, 1162.74 feet to the Point of Beginning;

Said land containing 4.35 acres



PINNACLE ENGINEERING GROUP

543 SOUTH WAYFARE TRAIL

PART OF THE NE 1/4 AND NW 1/4 OF THE SW 1/4 AND PART OF THE NE 1/4, SE 1/4, SW 1/4 AND NW 1/4 OF THE NW 1/4 OF THE SEC. 35, T7N, R19 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

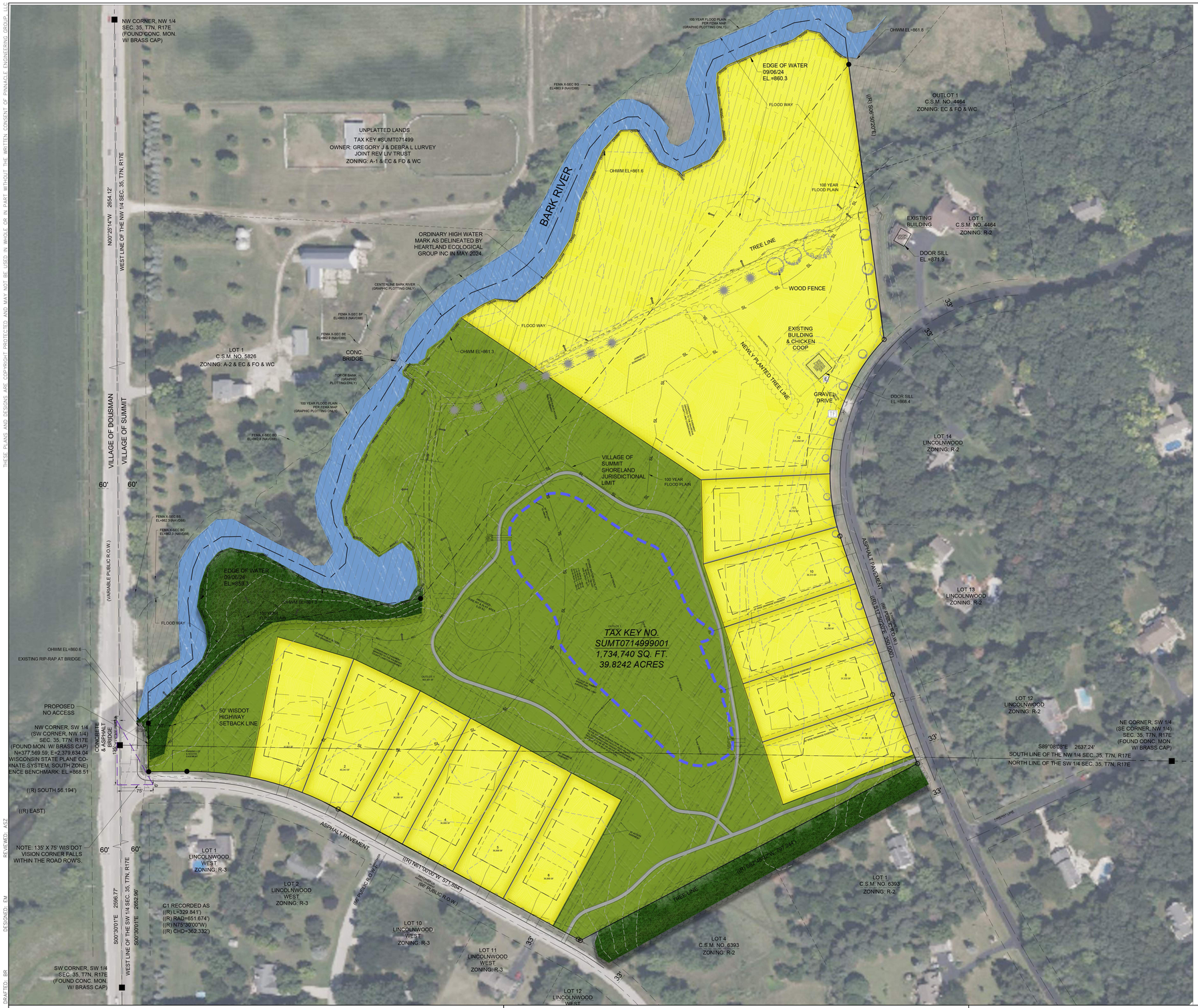
ZONING EXHIBIT
SUMT 0714999001

REVISIONS

SHEET 1 of 1

SURVEY

www.pinnacle-engi.com



THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP LLC

REVIEWED: ASZ
DESIGNED: EM
DRAFTED: BR

LEGAL DESCRIPTION:

Being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, Village of Summit, Waukesha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 35; thence South 00°30'01" East along the west line of said Southwest 1/4, 56.19 feet; thence North 89°29'59" East, 60.00 feet to the east right of way line of South Summit Avenue - State Trunk Highway "67" and the Point of Beginning; thence North 00°30'01" West along said east right of way line, 56.15 feet; thence North 00°25'14" West along said east right of way line 110 feet, more or less to the centerline of the Bark River, thence northwesterly 2588 feet, more or less, along the centerline of the Bark River; thence South 07°20'21" East along the west line of Certified Survey Map No. 4464, 638 feet, more or less, to the northwesterly right of way line of South Wayfare Trail and a point on a curve; thence southwesterly 443.42 feet along the arc of said to the left curve and said right of way line, whose radius is 409.78 feet and whose chord bears South 12°39'39" West, 422.10 feet; thence South 18°20'21" East along said northwesterly right of way line, 350.00 feet to a point of curvature; thence southeasterly 153.63 feet along the arc of said curve to the left and said right of way line, whose radius is 2995.34 feet and whose chord bears South 19°48'31" East, 153.61 feet; thence South 62°18'01" West along the north line of Certified Survey Map No. 6393, 797.18 feet to a point on a curve on the northerly right of way line of Whitaker Lane; thence northwesterly 5.26 feet along the arc of said curve to the left and said right of way line, whose radius is 595.70 feet and whose chord bears North 61°14'47" West, 5.25 feet; thence North 61°30'01" West along said northerly right of way line, 571.88 feet to a point of curvature; thence northwesterly 329.84 feet along the arc of said curve to the left and said right of way line, whose radius is 651.67 feet and whose chord bears North 76°00'01" West, 326.33 feet; thence South 89°29'59" West along said right of way line, 80.00 feet to the Point of Beginning.

GENERAL NOTES

1. Survey prepared for: MARK & EILEEN LURVEY TRUST
2. Field work completed on SEPTEMBER 6, 2024.
3. Flood Zone Classification: The property lies with in Zone "X", Zone "AE", "Floodway" and "Other Flood Areas" of the Flood Insurance Rate Map Community Panel No. 55133C0164H with an effective date of NOVEMBER 5, 2014. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain. Zone "AE" are Special Flood Hazard Areas with Base Flood Elevations determined. "Floodway" is the channel of the stream. "Other Flood Areas" are areas of 500 Year Flood chances.
4. Vertical Datum: North American Vertical Datum of 1988 (12), (NAVD88). Reference Benchmark: Monument with brass cap at the southwest corner of the Northwest 1/4 Section 35, Town 7 North, Range 17 East, Elevation = 686.51.
5. Underground utility locations shown are based on field location markings by Digger's Hotline ticket #20243418533 with a clear date of SEPTEMBER 1, 2024. The location and size of underground structures and utilities shown hereon have been located based on a reasonable visual observation and are shown for informational purposes only. PINNACLE ENGINEERING GROUP, LLC. does not guarantee the location of utilities shown. Contact Digger's Hotline prior to the start of any activity.
6. Wetlands delineated by Heartland Ecological Group, Inc. MAY, 2024.
7. Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.
8. Where the property being surveyed includes a water boundary, the parties relying on the survey should be aware that, (1) laws regarding the delineation between the ownership of the bed of navigable waters and the upland owner differ from state to state, (2) water boundaries are typically subject to change due to natural causes, and (3) as a result, the boundary shown hereon may or may not represent the actual location of the limit of title. The edge of water and ordinary high-water mark shown hereon was located on September 6, 2024.
9. Soil tests performed by Butler Engineering Inc in November 2024.
10. Village of Summit Shoreland Jurisdictional Limit is 300 feet from the OHWM or the landward side of the floodplain, whichever is greater.
11. Setback Note: There shall be no improvements or structures placed between the highway and the setback line without a Special Exception from the Department of Transportation. This shall be a restriction for the benefit of the public under §236.293, Stats., and shall be enforceable by the Department of Transportation.
12. Access Note: §233.05(1) As owner I hereby restrict all lots and blocks, in that no owner, possessor, user, nor licensee, nor other person shall have any right of direct vehicular ingress or egress with S.T.H. 67, as shown on the plat; it being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to §236.293, Stats., and shall be enforceable by the Department of Transportation.
13. Noise Note: §233.105(1) The lots of this land division may experience noise at the levels exceeding the levels in § Trans 405.04, Table I. These levels are based on federal standards. The Department of Transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the Department to the highway's through-lane capacity.
14. Vision Corner: §233.105(2) No structure or improvement of any kind is permitted within the vision corner. No vegetation within the vision corner may exceed 30 inches in height. This requirement is for Outlot 1 where Whitaker Lane connects to Summit Ave (STH 67).
15. 12' wide public access trail easement dedicated to the Village of Summit or Waukesha County for public use. Construction of trail is subject to Village, DNR, and ACOE approvals.

VILLAGE OF SUMMIT ZONING:
R-3 VILLAGE RESIDENTIAL DISTRICT CONSERVATION
DENSITY FACTOR/AREA PER DWELLING UNIT = 28,000 SF
MINIMUM TOTAL OPEN SPACE = 40% OF PROJECT AREA
MINIMUM LOT AREA = 20,000 SF
MINIMUM LOT WIDTH = 120' AT BUILDING SETBACK (PROPOSING 120' AT 30')
MAXIMUM IMPERVIOUS AREA = 10,500 SF OR 15% OF LOT AREA, WHICHEVER IS GREATER
LOCAL STREET SETBACK = 20' (PROPOSING 50')
MINIMUM SIDE YARD = 20'
MINIMUM REAR YARD = 25'
MINIMUM WETLAND SETBACK = 25'
MINIMUM SETBACK FROM OHWM = 75'

PROPOSED NUMBER OF LOTS: 12
PROPOSED NUMBER OF OUTLOTS: 1

NORTH

GRAPHICAL SCALE (FEET)
0 1" = 100' 200'

Coordinates referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1983/2011). Bearings referenced to the West line of the Southwest 1/4 of Section 35, Township 7 North, Range 17 East which has a bearing of S00°30'01"E.

SOILS ON SITE:
CeB = Casco loam (B)
FoA = Fox loam (C)
FsA = Fox silt loam (B)
HtA = Houghton muck (A/D)
MhA = Matherton sandy loam = (B/D)
MmA = Matherton silt loam = (B/D)
MzK = Mussey loam (B/D)

PROJECT ENGINEER/SURVEYOR:
ANTHONY S. ZANON, P.E.
JOHN P. KONOPACKI, P.L.S.
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD, SUITE 100
BROOKFIELD, WI 53186
(262) 754-8888
tony.zanon@pinnacle-engr.com

OWNER/DEVELOPER:
MARK & EILEEN LURVEY TRUST
C/O SIEPMANN REALTY CORPORATION
ATTN: JOHN SIEPMANN
W240 N1221 PEWAUKEE ROAD
WAUKESHA, WI 53188
(262) 650-9700
john@siepmannrealty.com

LEGEND OF SYMBOLS & ABBREVIATIONS

SANITARY MANHOLE	FIBER OPTIC MARKER	SIGN	
STORM MANHOLE	FIBER OPTIC MANHOLE/VAULT	MAIL BOX	
STORM INLET	TELEPHONE PEDESTAL	FLAG POLE	
CLEANOUT	TELEPHONE MANHOLE/VAULT	BASKETBALL HOOP	
CATCH BASIN	TELEPHONE MARKER	BOLLARD	
LATERAL	TRANSFORMER	CROSS CUT	
UNKNOWN MANHOLE	ELECTRIC METER/PEDESTAL	IRON PIPE	
WELL	ELECTRIC MANHOLE/VAULT	IRON REBAR/ROD	
HYDRANT	CABLE TV RISER/BOX CABLE	MAG NAIL	
WATER VALVE	TV MANHOLE/VAULT	SECTION MONUMENT	
DOWN SPOUT	GAS VALVE	BENCH MARK	
SPRINKLER VALVE	GAS METER	CONIFER TREE	
WATER SHUT OFF	GAS MARKER	DECIDUOUS TREE	
STANDPIPE	AIR CONDITIONING UNIT	BUSH	
WATER MANHOLE	VENT	WETLAND SYMBOL	
FLOOD LIGHT	DIRECTIONAL ARROW	CL. =CENTERLINE	
LIGHT POLE	DUMPSTER	CONC. =CONCRETE	
TRAFFIC SIGNAL POLE	HANDICAP STALL	EL. =ELEVATION	
UTILITY POLE	SPOT ELEVATION	EXT. =EXISTING	
GUY WIRE		INV. =INVERT	
SANITARY SEWER		MON. =MONUMENT	
STORM SEWER		P.O.B. =POINT OF BEGINNING	
WATER MAIN		P.O.C. =POINT OF COMMENCEMENT	
FIBER OPTIC LINE		R.O.W. =RIGHT OF WAY	
TELEPHONE LINE		SEC. =SECTION	
ELECTRIC LINE		SQ. FT. =SQUARE FEET	
OVERHEAD WIRES		W/ =WITH	
CABLE TELEVISION		(R) =RECORDED AS	
GAS MAIN		(D) =DEEDED AS	
WETLANDS			
TREE LINE			
NO ACCESS			

SW 1/4
VILLAGE OF DOUSMAN
TOWN OF OTTAWA

VICINITY SKETCH
SW 1/4 & NW 1/4 SEC. 35, T7N, R17E
1" = 2000'

TO OBTAIN LOCATIONS OF PARTICIPATING UNDERGROUND FACILITIES WITHIN THE AREA OF 300 FT. IN WISCONSIN

CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE
WIS STATUTE 182(0)750/3741) REQUIRES MIN. 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE

MILW. AREA 259-1181

NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer and/or Surveyor does not guarantee their exact location or the location of others not shown.
Contact Diggers Hotline, Inc., Etc.

FOR REVIEW

COLOR EXHIBIT

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PLAN | DESIGN | DELIVER
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PINNACLE ENGINEERING GROUP
ENGINEERING | NATURAL RESOURCES | SURVEYING
WISCONSIN OFFICE: 20725 WATERTOWN ROAD BROOKFIELD, WI 53186 (262) 754-8888
CHICAGO | MILWAUKEE : NATIONWIDE

THE GATHERING

PART OF THE NE 1/4 AND NW 1/4 OF THE SW 1/4 AND PART OF THE NE 1/4, SE 1/4, SW 1/4 AND NW 1/4 OF THE NW 1/4 OF SEC. 35, T7N, R17E, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

COLOR EXHIBIT

REVISIONS

1	GRADING LOTS 7-12	02-27-25
2	VILLAGE/DNR COMMENTS	06-11-25

PEG JOB No. 5866.00-W1
PEG PM: ASZ
START DATE: 02-10-25
SCALE: 1" = 100'

SHEET L-1 of L-1

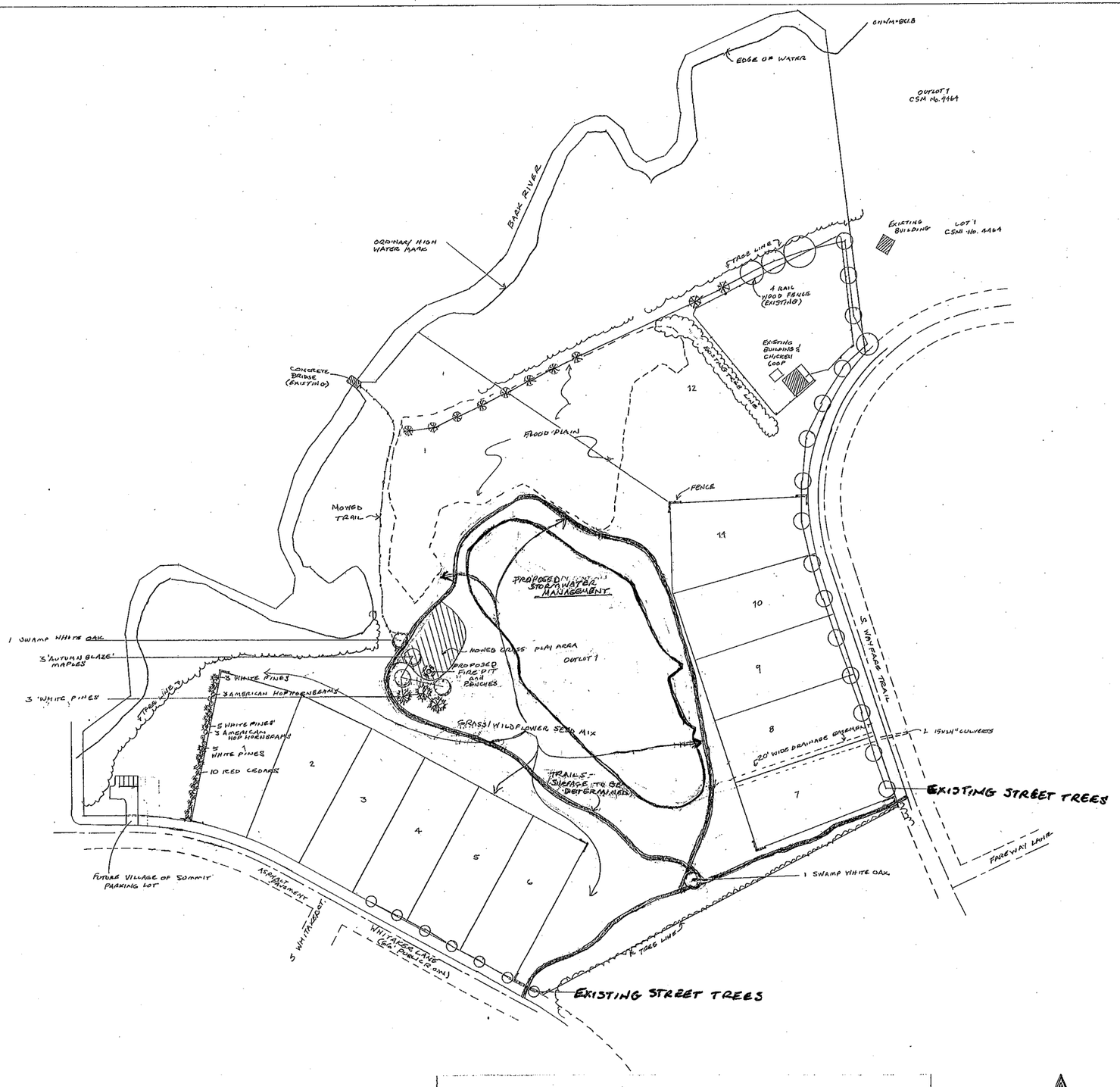
I:\LANDSCAPE ARCHITECTURE\PROJECTS\5866.00 THE GATHERING\CAD\5866.00 PHOTOSHOP MASTER.DWG

THE GATHERING

VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

LANDSCAPE PLAN

Drawn by Karen A. Siepmann
January 30, 2025
REVISED JULY 7, 2025



NOTES

All planting beds to be mulched with shredded hardwood bark.

All plants to be guaranteed for one year.

All plants to be watered at time of planting.

*Locate all underground utilities before digging.
DIGGER'S HOTLINE
1-800-242-8511

Siepmann
REALTY CORPORATION
W240 N1221 Pewaukee Road
Waukesha, WI 53188
262-650-9700

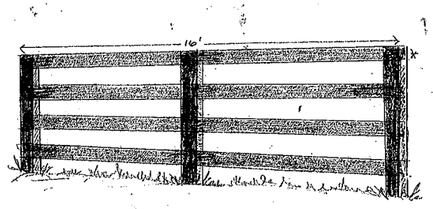
The Gathering Plant List

Deciduous Trees

Scientific Name	Common Name	Quantity	Size
Acer x freemanii 'Jeffersred'	Freeman Maple	3	1 1/2 "
Ostrya virginiana	American Hophornbeam	6	1 1/2 "
Quercus bicolor	Swamp White Oak	2	1 1/2"

Evergreens

Juniperus virginiana	Red Cedar	10	4'
Pinus strobus	Eastern White Pine	16	4'



FENCE TO MATCH FARMETTE FENCE ON LOT 12
* NOT DRAWN TO SCALE

← SYMBOL ON PLAN REPRESENTS 16 FOOT FENCE SECTIONS

N

SCALE
1 INCH= 100 FEET

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
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.

September 4, 2025

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

Re: The Gathering Deed Restrictions
Legal Review

Dear Ms. Barrows:

I received the above-referenced Deed Restrictions for the Gathering property and your request that I review and comment on certain provisions therein. My review is limited to the provisions that you have specifically called to my attention. I am happy to review the remainder of the Deed Restrictions upon request. I have had an opportunity to carefully consider this matter.

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

1. Section 5.4 – Your Comment. I think they should reference a potential public trail, part of the public access easement with the Village of Summit.

   My Response. Section 5.8 specifically addresses the Public Access Easement, specifically those portions that will be located on Outlot 1. The Village may consider requiring the inclusion of the reference to the Public Access Easement, as a policy matter, but should be careful not to create any ambiguity or contradiction with the language of Section 5.8. This would likely require its own subsection or subpart, since the Public Access Easement has different provisions and terms associated with it than the privately owned and maintained paths currently contemplated in the Deed Restrictions.

   Generally, I will also note my concern that the HOA may restrict or revoke public access at its sole discretion if it believes the standards/requirements of Section 5.4 are not met. As such, the Village has no ability to stop or object to such action by the HOA.

2. Section 6.6 – Your Comment. [This Section] is confusing.

My Response. I agree, the language of this Section is confusing and should be revised. It appears that the intent is to limit Common Area improvements by the HOA to require certain standards of approval if the Developer is still an Owner of property or if the cost is in excess of certain amounts. I recommend this Section be revised as follows:

> The Association shall not have the power to make additional improvements to the Common Area~~, subject to Village of summit approval, in addition to~~ beyond those then in existence ~~from time to time~~ (herein referred to as "Additional Improvements") without Approval if Developer is an Owner (unless Developer has assigned Approval authority to the Association). If Developer is no longer an Owner or has delegated Approval authority to the Association, the Association may make Additional Improvements except that ~~shall not have the power to make~~ Additional Improvements having a cost in excess of Twenty-five Thousand dollars ($25,000.00) shall require ~~without~~ the consent of the Owners of at least seventy-five percent (75%) of the lots subject to this Declaration or any Supplemental Declarations. All improvements to the Common Area by the Association shall be subject to approval by the Village of Summit Village Board.

Some of the confusion comes from the use of the defined term "Approval." As defined in the Deed Restrictions "Approval" means the "Approval of the Developer."

Please ensure that these revisions match the Village's intent, as they require the Village Board to give its approval on any and all improvements to the Common Areas. The Village should also consider which body/staff member it wishes to give this approval authority.

3. Section 9.1 – Your Question. Is Village approval needed?

   My Response. As currently drafted, yes, Village approval is required prior to any amendments are made to the Deed Restrictions. Amendment is also subject to the approval of the other bodies and referenced therein, including Waukesha County and the Developer if the Developer stays an Owner.

4. Section VI Owners Association. Section VI creates and outlines the responsibilities of the HOA. It states the HOA will operate in accordance with its Articles of Incorporation and Bylaws, which I have not been provided to this point. I note the following:

   a. The Village is not a member of the Association.

   b. Section 6.10 give the Village the power to make a written demand on the Association to "discharge the duties" of the Association, and if such demand is not met, the Village may step in and complete the duties of the Association. The Village is given the authority but is not required to act. Additionally, the

Village is entitled to impose a charge on the tax bill of the Owners of the affected lots an amount equal to the respective Owner's share of the costs.

This Section also states that the costs can be immediately added to the Owner's real estate tax statement. I recommend, instead that the procedure for special charges under Wisconsin Statutes Section 66.0627 be followed and referenced.

Typically, I recommend standard language be inserted and modified as necessary into the Deed Restrictions regarding this very issue.

> In the event the Association does not properly landscape or maintain any Common Area, or properly maintain any signage, the MUNICIPALITY may send written notice to the Association indicating that the MUNICIPALITY has determined that the Common Area and/or signage are not being properly landscaped and/or maintained, and further indicating that the MUNICIPALITY 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 MUNICIPALITY 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 Owners on a pro rata basis for any costs incurred by the MUNICIPALITY as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to 66.0627, Wisconsin Statutes. If such charges are not paid by any Owner within the period fixed by the MUNICIPALITY, such charges shall become a lien upon the Owner's lot as provided in 66.0627, Wisconsin Statutes, and shall be extended upon the tax rolls as a delinquent tax against the Owner's lot as provided in 66.0627, Wisconsin Statutes.

The Village should consider as a policy matter whether it is willing to accept such authority to act under this Section. If not, this Section should be amended to remove this right/authority.

5. Section VII Violation and Enforcement. This Section does not create any rights, duties, or obligations to act for the Village. Rather it relates only to the enforcement mechanisms where an owner is in violation of the terms of the Deed Restriction.

6. Section IX Miscellaneous.

   a. Section 9.2 allows the Developer to permit variances to the terms of the Deed Restrictions if such modification or variations is consistent and compatible with "the overall scheme of development of "The Gathering" so long as the modification is

not a violation of law, ordinance, or revokes a previous approval. There is no requirement that the Village approve such modification or variance.

The Village should consider as a policy matter whether to accept this provision.

b. Section 9.3 reserves the Developer the right to grant easements to the Village or other utility service providers in the property. Once the Developer no longer has any ownership of lots in the property, the rights to encumber the property with easements at will are transferred to the HOA and limited to the Common Area.

c. The Deed Restrictions shall last for an initial period of 30 years, pursuant to Section 9.6. The term shall automatically extend for successive 10 year terms unless a notice of termination is executed by the Owners of 75% of all lots subject to the Deed Restrictions is recorded with the Waukesha County Register of Deeds.

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
Cc: Debbie Michael, Village Administrator-Clerk/Treasurer

DOCUMENT NUMBER:

DECLARATION OF RESTRICTIONS AND COVENANTS FOR THE GATHERING SUBDIVISION

Drafted by and return to:
John Siepmann
Siepmann Realty Corp.
W240 N1221 Pewaukee Rd
Waukesha WI 53188

SUMT0714999001
Parcel Identification Number(s) (PIN)

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THE GATHERING SUBDIVISION

DECLARATION OF RESTRICTIONS AND COVENANTS

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DECLARATION OF RESTRICTIONS AND COVENANTS

FOR

THE GATHERING SUBDIVISION

KNOW ALL PERSONS BY THESE PRESENTS; that SIEPMANN REALTY CORP. is duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Waukesha, Wisconsin (herein referred to as the "Developer," which term shall also include the duly authorized agent of Developer). Developer is the owner of THE GATHERING, being a subdivision of part of the SW ¼ and NW ¼ of the NW ¼ of Section 35, Town 7 North, Range 17 East, Village of Summit, Waukesha County, Wisconsin, (herein referred to as "THE GATHERING"). Developer intends to establish a general plan for the use, occupancy and enjoyment of THE GATHERING, and 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 THE GATHERING and any future stages of development added pursuant to Section 9.6, below (herein referred to individually as "Owner" and collectively as "Owners"), that THE GATHERING shall be subject to the following restrictions and covenants.

I. GENERAL PURPOSE

1.1. The general purpose of this Declaration of Restrictions and Covenants for THE GATHERING Subdivision (herein referred to as the "Declaration") is (1) to promote the harmonious development of THE GATHERING into a residential community of high quality while protecting the natural beauty and quality of the environment; (2) to help insure that THE GATHERING will become and remain an attractive community; (3) to preserve the open space within THE GATHERING; (4) to guard against the erection of poorly designed or proportioned structures; (5) to require harmonious use of materials; (6) to promote the highest and best residential development of THE GATHERING; (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 THE GATHERING.

II. BUILDING RESTRICTIONS

2.1. All lots in THE GATHERING are restricted to the erection of a single one-story, story and one-half, or two-story single-family residence building with a minimum square footage of living space (excluding basement level areas) of two thousand (2,000) square feet but shall not exceed three thousand (3,000) square feet of living space (excluding basement level areas). Additional Living Space: A maximum of 500 square feet of finished space may be constructed above a garage in addition to the maximum 3,000 square feet permitted for the Dwelling, provided that (i) the second-story walls shall not extend above the first-floor walls, (ii) such space shall be confined within the roofline of the garage, and (iii) dormers may be permitted so long as the overall building mass does not increase beyond what would exist if the space were unfinished.

2.2. Each single-family residence in THE GATHERING shall include a garage, which shall be limited to a preferred maximum of three (3) stalls and an absolute maximum of four (4) stalls. Vehicles may be vertically stacked within a garage stall, and such stacked vehicles shall not count toward the stall maximum. The garage shall be attached

to the residence, either directly, by a breezeway, or located within the basement of the residence, and shall be constructed concurrently with the residence (such single-family residence and garage collectively referred to herein as the "Building"). Additional garage space may be constructed within an approved Accessory Structure. The maximum size of the garage portion of the Building shall conform to Village of Summit (hereinafter referred to as the "Village") ordinances. Garage entrances shall be located exclusively on the side or rear of the building. Notwithstanding the foregoing, a front-entry garage may be permitted, subject to prior written approval from the Developer, in instances where side or rear-entry garages are deemed impractical. Canted or courtyard-style garage entrances shall be deemed compliant with this provision.

2.3. The exterior walls and fascia of the Building and any Permitted Improvements (as defined in Section 4.1, below) must be constructed of brick, stone, stucco, solid wood siding, Hardiplank, LP Smartside, Azek siding, or equivalents. Developer may, in its sole discretion, approve the use of artificial stone products. 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 siding materials permitted above for exterior walls. Fascia may only be made of the siding materials permitted above for exterior walls or Azek, Miratec or their equivalents (not aluminum or vinyl). Any exposed basement or foundation wall must be covered with masonry veneer, plaster or the siding materials used on the exterior walls above such exposed wall.

2.4. All two story and story and one-half Building roofs shall have a minimum pitch of eight feet in height for each twelve feet in length (8/12), except for a 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 ten feet in height for each twelve feet in length (10/12). All roofs shall be covered with either wood shakes, dimensional shingles or standing-seam metal roof accents.

2.5. The minimum setback from any abutting street right-of-way is fifty (50) feet (The Developer established the 50' street setback which is more restrictive than required by the Village of Summit Zoning Code and cannot be modified). The minimum side yard offset is twenty (20) feet. The minimum rear yard is twenty-five (25) feet (The Developer established the 25' rear yard setback which is more restrictive than required by the Village of Summit Zoning Code and cannot be modified). Setbacks vary on Lots 7 & 8-See Final Plat for details.

Commented [AB1]: These will need to be added to the plat with a note that says they cannot be modified. Village allows accessory structures 10 ft. from side lot line. Do you want to allow this exception? If not please include that side yard is inclusive of principal and accessory structures.

Commented [JS2R1]: The Final Plat shows the 50'/20'/35' setbacks which will apply to principal and accessory structures.

2.6. Each Owner must obtain Approval of the plans and specifications outlined in Section 2.6.2, 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.

2.6.1. Before submitting Final Design/Layout Plans each Owner must submit at least one preliminary plan for review by Developer.

2.6.2. 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 (3-full-size sets and 1-11" x 17" reduction)

which shall incorporate the plan changes, if any, required by Developer as noted in its review of the preliminary plans:

(a) Exterior elevations drawn to scale (1/4" = 1' minimum)

(b) Floor plans drawn to scale (1/4' = 1' minimum)

(c) Identification of all exterior building materials;

(e) Stake-out survey showing the proposed location of the Building, existing and proposed yard grades and location of silt fences.

(f) Grading Plan showing the proposed location of the Building, existing and proposed yard grades and drainageways per the Master Grading Plan.

(g) The square footage of living area by floor.

(h) Other things that may be required from time to time as set forth in the Requirements and Guidelines.

2.6.3. Approval of the Design/Layout Plan shall be based upon the building and use restrictions contained herein and the **Requirements and Guidelines for Building Construction and Improvements for THE GATHERING Subdivision** (herein referred to as the **"Requirements and Guidelines")**, as may be adopted from time to time by Developer. Developer may assign its right to adopt **Requirements and Guidelines** to the Association by a written instrument recorded with the Register of Deeds of Waukesha County, Wisconsin. **Owner shall obtain and review the Requirements and Guidelines from Developer prior to applying for Design/Layout Plan Approval.**

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

2.6.5. If in the opinion of Developer the submitted plans do not comply with the THE GATHERING 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 THE GATHERING Requirements and Guidelines and Declaration. The Owner will be responsible for the payment of any fees charged by such professional.

2.6.6. No building permit shall be issued for any Lot until the Owner has obtained the Village of Summit's written approval of an individual grading plan for such Lot. The review of the grading plan shall require the services of an outside professional retained by the Village. All fees, costs, and expenses incurred in connection with such review shall be the sole responsibility of the Owner and shall be paid directly to the Village or such professional, as applicable.

III. CONSTRUCTION

3.1. The Building must be constructed in accordance with the Design/Layout Plan which has received Approval and must be completed within twelve (12) months of the date the building permit is issued by the Village. A sodded or seeded lawn and a driveway paved with concrete, asphalt or brick must be installed within six (6) months of the date that the occupancy permit is issued by the Village.

3.2. Each Owner must adhere to the grading plan or any amendment thereto approved by the Village Engineer and on file with the Village ("Master Grading Plan"), and grade such Owner's lot in accordance with the Master Grading Plan. 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 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 drainageway 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. Each Owner must consult with the adjacent lot Owner to agree upon compatible grading of their common lot lines. Due to the varying terrain and drainage conditions on each lot following construction, neither Developer nor the Village 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 two months after the date that an occupancy permit has been issued for the Building (subject to delays caused by adverse weather conditions).

3.3. 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 and Approval. The lot Owner shall pay all costs of such relocation or modification.

3.4. 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 bales, and ditch checks; street cleaning following precipitation events or tracking of mud on streets by any vehicle leaving the lot; and sodding or seeding and mulching lawn areas. Steep slopes may require installation of straw mat, jute mat or other materials designed to stabilize steep and highly erodable 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, the Wisconsin Department of Safety and Professional Services, 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.

3.5. All construction-related activity shall be confined to the Owner's lot unless the adjoining Owners have given 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.

3.6. Each Owner shall be responsible to Developer and the Village for the costs of repairing and replacing any street pavement, (including restoration of topsoil and lawn abutting the edge of pavement) 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 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 street damage bond of Owner, if any, held by Developer or the Village. 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 or 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.

IV. IMPROVEMENTS/OWNER MAINTENANCE

4.1. 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 the **Requirements and Guidelines** and require Developer Approval:

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

4.1.2. Deck structures constructed of wood or metal. Developer may, in its sole discretion, approve the use of artificial wood products on decks.

4.1.3. Gazebos.

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

4.1.5. In-ground swimming pools. All swimming pool 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 Approval. Above-ground swimming pools are not permitted, except for seasonal pools. "Seasonal Pool" means a swimming/wading pool which is stored indoors during the months of October through May, does not exceed 5 feet in diameter or 20 square feet in water surface area and is not more than 18 inches high.

4.1.6. Retaining walls and decorative walls. Retaining walls and decorative walls must be constructed of natural stone or certain artificial modular stone products having a so-called "tumbled stone" effect and variations in the dimensions of the tumbled manufactured stone.

4.1.7. Berms.

4.1.8. The enclosed portion of any children's outdoor playground equipment and play structures. Playground equipment and play structures without enclosures do not require Approval.

4.1.9. Dog kennels. Dog kennels shall be located immediately behind the Building, shall be no larger than 200 square feet in area with any fences screened from view by adequate landscaping. Doghouses may only be made of the siding materials permitted for Buildings in paragraph 2.3, above.

4.1.10. Accessory Structures. All accessory structures, including but not limited to outbuildings, shall be constructed using the same roofing, siding, window, stone, and other exterior materials, and shall match the architectural style and color palette of the primary residential structure ("Building") on the Lot. No accessory structure shall be constructed prior to commencement of construction of the Building; however, accessory structures may be constructed concurrently with the Building. Except as otherwise provided herein, accessory structures shall be subject to applicable Village of Summit ordinances, including zoning and building regulations. Notwithstanding the foregoing, all plans for accessory structures shall be subject to the prior written approval of the Developer or such architectural review authority as the Developer may designate, and the Village of Summit.

4.2. **Lot 12** is conditionally zoned A-2 Agricultural District subject to the property being limited to the following:

4.2.1. **Lot 12 principal permitted uses:**

4.2.1.1. Single-family residential dwelling.

4.2.1.2. Apiculture (beekeeping).

4.2.1.3. Grazing or pasturing of agricultural animals for the commercial purpose of food or fiber production, but not for dairy and pig/hog farming.

4.2.1.4. Raising of field crops.

4.2.1.5. Raising of livestock, except commercial feed lots and fur farms, for the commercial purposes of food or fiber production, but not for dairy and pig/hog farming.

4.2.2. **Lot 12 Accessory uses:**

4.2.2.1. Barns, sheds, and similar structures customarily accessory to a permitted agricultural use. Note: Agricultural structures may be permitted as a principal permitted use in accordance with Section 111-100(b)(4)a.

4.2.2.2. Guest houses, provided such structure shall not be rented, leased or used continually for permanent habitation.

4.2.2.3. Not more than three dogs or three cats, or a combination thereof, which are over the age of 12 months.

4.2.2.4. Home occupation.

4.2.2.5. Attached or detached private garages.

4.2.2.6. Private greenhouses.

4.2.2.7. Private residential outdoor recreational facilities.

4.2.2.8. Private residential stable.

4.3. **Outlot 1** is conditionally rezoned to the A-2 Agricultural District subject to the Outlot being owned in an undivided fractional ownership by all lot owners of the proposed subdivision for open space purposes. The Outlot may include limited amenities to enhance the space for open space purposes, such as the construction of a recreational trail, play area and fire pit. Provisions identifying the permitted uses and long-term maintenance responsibilities shall be included in the Subdivision Declaration of Restrictions and Open Space Management Plan

4.4. There shall be no outside parking or storage of boats, trailers, buses, commercial trucks, recreational vehicles, motor homes or other vehicles or items deemed to be unsightly by either Developer or the Association.

4.5. Mailbox—The United States Postal Office determines mailbox locations. Owner is responsible for the procurement and installation of mailbox in a location designated by the USPS. The owner will be responsible for ongoing maintenance and replacement of the mailbox.

Commented [AB3]: Do you know where this will go and what it will look like? Can the location be added to the landscape plan?

Commented [JS4R3]: CBU locations are dictated by the USPS. We do not have a location at this time. I'd rather not monument it on the plan because sometimes they relocate them in the field before installation.

4.6. 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, if possible, without interfering with reception, be placed and screened so as to minimize its visibility from roadways and neighboring lots.

4.7. Each Owner shall perform such periodic maintenance of the Owner's lot, including the adjoining public right-of-way area up to the edge of the road pavement, as may be necessary to keep the lot neat and clean in appearance, including, without limitation, the mowing of grass and removal of weeds and debris. This requirement applies to vacant lots as well as to lots where Buildings have been constructed.

4.8. Street Trees--For those lots which include "Street Tree(s)" as shown on the Preliminary Plat along the road frontage each Owner is responsible for maintaining the tree(s) in healthy condition including watering, treating and pruning. Each Owner shall be responsible for the costs associated with maintenance and replacement of any street tree(s) as shown on The Gathering Landscaping Plan. The tree(s) shall not be removed unless a driveway location interferes with a tree and for which tree removal cannot be avoided, the existing tree(s) shall be relocated on the subject lot within 8' of the public right of way.

Commented [AB5]: Can this have a header? It is an important provision and a little buried in the restrictions.

Commented [JS6R5]: Yes

Commented [JS7R5]: BOLDED

V. COMMON AREA

5.1. The term "Common Area" shall include the following areas, plus any additional areas that may be added in accordance with Section 9.6, below.

5.1.1. Outlot 1 of THE GATHERING (herein, "Outlots").

5.1.2. 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 of Whittaker Road and Wayfare Trail in THE GATHERING where the streets abut Outlot 1.

5.2. No improvements shall be allowed on the Common Area except the following: landscaping; signs installed by the Association, Village or other public entity; entrance monuments; recreation trails; for common use;

Commented [AB8]: None of these improvements are shown on the landscape plan. Please make any improvements part of your submittal.

Commented [JS9R8]: Those were mistakenly left in the document. I added the note about any improvements in the Common Area requiring Village approval.

storm-water management facilities; and sewer, water, gas, electric, telephone and other utility lines and facilities. All improvements in the Common Area are subject to Village of Summit approval. Each Owner may treat or remove noxious vegetation within the first 10 feet of Common Area abutting their lot. Except in connection with the foregoing, the following shall be prohibited in or on the Common Area:

5.2.1. 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 THE GATHERING.

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

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

5.2.4. Removal, destruction or cutting of grass, trees or plants, unless conducted for proper maintenance and management by the Association.

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

5.2.6. Hunting or trapping.

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

5.3. The Common Areas shall be maintained in accordance with the Open Space Management Plan dated _____ on file at the Summit Village Hall. The Association shall establish a "Conservation Committee" to supervise the maintenance of the Common Area.

Commented [AB10]: I think this should be an exhibit to the recorded restrictions. Otherwise, they get lost over time.

Commented [JS11R10]: The open space management agreement is not meant to record as it is somewhat fluid and can change over time. We did not record the document for Hawthorn Farm in Delafield for this same reason.

5.4. Paths. The paved and unpaved paths located within the Common Area are privately owned and maintained by The Gathering Homeowners Association. While public use of these paths is permitted, such use is conditioned upon respectful use and behavior, including the proper disposal of pet waste. The Gathering Homeowners Association reserves the right, at its sole discretion, to restrict or revoke public access to the paths if these standards are not upheld.

5.5. Each lot shall have an appurtenant undivided fractional interest in the Outlot(s), the numerator of which shall be one and the denominator of which shall be the total number of lots subject to this Declaration (including lots added by future stages). All deeds and any other conveyances of any lot in THE GATHERING shall be deemed to include such undivided interest in the Outlot, whether or not so specifically stated in any such deed or other conveyance.

5.6. By virtue of becoming an Owner of a lot in THE GATHERING, 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 Common Area including but not limited to the stormwater retention basins, playground and recreation trails by such Owner or such Owner's family, guests or invitees.

5.7. Developer has granted an easement, recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on portions of Outlot 1 to the Waukesha County Land Conservancy, Inc. which, among other things, gives the grantee The right to maintain and/or supervise the maintenance of portions of Outlot 1, and requires that the Association shall reimburse the land conservancy for its costs and expenses incurred in maintaining and supervising the maintenance of the easement area per the easement agreement at a rate of $200.00 per sold lot per calendar year. This amount may be amended from time to time by the Association. In the event the Waukesha County Land Conservancy fails to maintain the conservation easement, the Village of Summit shall be responsible for such maintenance and shall specially assess each property owner for said maintenance.

Commented [AB12]: Does this mean the Association can cease payments at any time? Does the WLC understand this?

Commented [JS13R12]: This section was taken from a project in Hartland in which we had an easement with WCLC—this is the language that they provided and approved at the time.

5.8. Developer has granted easements, recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on portions of Outlot 1 to the Village of Summit for the purpose of potentially constructing a parking lot, pedestrian path and river access path for the benefit of public use. The improvements and maintenance of said parking lot and trail shall be at the sole expense of the Village of Summit and/or assigns, if the Village of Summit and/or assigns decides to construct said improvements.

5.9. STORMWATER MANAGEMENT

Commented [AB14]: Engineering will have to review this section once they have had an opportunity to review engineering plans

Commented [JS15R14]: OK

5.9.1. 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 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.

5.9.2. The Association, on an annual basis, 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.

5.9.3. The Village 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.

5.9.4. Upon notification of the Association by the Village of maintenance problems that require correction, the specified corrective actions shall be taken within a reasonable timeframe as directed by the Village. The Association annually shall designate a person who will be responsible for the inspection and maintenance of the stormwater management measures and shall provide the Village's Director of Public Works with that person's contact information, as well as the contact information of each member of the Association's board of directors.

5.9.5. The Village is authorized to perform corrective actions identified as necessary by the inspection if the Association does not make the required corrections in the timeframe specified by the Village. The costs and expenses shall be levied against the lots as Special Charges for current services,

pursuant to 66.0627, Wisconsin Statues, or as Special Assessments pursuant to 66.0701, et. seq. Wisconsin Statutes. The Village shall collect Special Charges and Special Assessments, including delinquent amounts, as provided in the statutes.

5.9.6. The storm water retention basins that have been constructed in THE GATHERING are required by the Village 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.

5.10. The Association shall be solely responsible for the maintenance, repair and replacement of the The Gathering fencing and signage that has been erected by Developer in the Common Area. The Association shall hold harmless the Village, its officials, employees, contractors and agents from and against any and all claims for damage to the entrance monuments and signs that may result from or be caused by Village maintenance activities including, but not limited to, and snow clearing.

VI. OWNERS ASSOCIATION

6.1. Developer has created, or will create, a non-stock, nonprofit Wisconsin corporation known as the "THE GATHERING Homeowners Association, Inc." (herein, the "Association") for the purpose of managing, maintaining and controlling the Common Area and performing such actions as are authorized by this Declaration. The Association shall operate in accordance with its Articles of Incorporation and Bylaws.

6.2. Membership and Voting.

6.2.1. 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.

6.2.2. 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.

6.2.3. Membership and voting rights shall not be divided between or among multiple Owners of a 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.

6.3. The Association shall have the following duties:

6.3.1. To provide for the maintenance of the Common Area and all improvements located in the Common Area, including the storm water management and drainage facilities. Common Area maintenance shall be performed in accordance with the Open Space Management Plan described in paragraph 5.3, above. The Association shall be required to retain at all times the services of a professional property manager or managers in order to ensure that the Common Area and the improvements located therein are being properly maintained, and that all aspects of the Association's duties and responsibilities are carried out in a professional manner.

6.3.2. To provide for the maintenance, repair and replacement of street signs in THE GATHERING

6.3.3. To enforce the provisions of this Declaration.

6.3.4. 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.**

6.3.5. To discharge the rights of Developer assigned to the Association as provided in this Declaration.

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

6.4.1. To take such action as may be necessary to enforce the **Rules and Regulations**.

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

6.4.3. To grant utility and drainage easements in accordance with the provisions of Section 9.3, below; and

6.4.4. To levy and collect assessments in accordance with the provisions of Section 6.5, below.

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

6.5. The Association shall levy and collect assessments in accordance with the following:

6.5.1. 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 total number of 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, and additions to the improvements made to the Common Area; equipment; materials; labor and the management and supervision thereof; expenses of the Waukesha County Land Conservancy, Inc. in connection with maintenance of Outlot 1; 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.

6.5.2. 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.

6.5.3. Written notice of an assessment shall be delivered to an Owner personally, electronically or by U.S. mail addressed to the last known address of an Owner.

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

6.5.5. 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 and 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.

6.5.6. 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.

6.5.7. 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.

6.6. The Association shall not have the power to make improvements to the Common Area, subject to Village of summit approval, 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 has assigned Approval authority to the Association). If Developer is no longer an Owner, the Association shall not have the power to make Additional Improvements having a cost in excess of Twenty-five Thousand dollars ($25,000.00) without the consent of the Owners of at least seventy-five percent (75%) of the lots subject to this Declaration or any Supplemental Declarations.

Commented [AB16]: Improvements in common area will require Village approval

Commented [JS17R16]: Noted and added.

6.7. Within 14 days following each annual meeting of the Association, the Association and/or Association Manager shall provide to Developer a list of the Association officers, directors and committee members.

6.8. 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.

6.9. 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 an acquiescence in any subsequent violation.

6.10. If the Association shall fail to discharge its duties under this Section VI within sixty (60) days of written demand by the Village, the Village may discharge the duties on behalf of the Association. The costs of the Village incurred in connection therewith shall be charged to the Owners of the lots affected by such actions of the Village by adding to each Owner's real estate tax statement a charge equal to such Owner's share of such costs, as determined by the Village.

6.11. The Association may not and shall not be dissolved.

VII. VIOLATION AND ENFORCEMENT

Developer shall be responsible for the enforcement of this Declaration and for all costs and expenses incurred therefor until such time that Developer has sold or conveyed title to seventy-five percent (75%) of the lots that are subject to this Declaration (including future stages added in accordance with section 9.6 below). Following such time that Developer has sold or conveyed seventy-five percent (75%) of the lots subject to this Declaration, Developer shall continue to have the right to enforce this Declaration but the Association shall pay directly or reimburse Developer for all cost and expenses incurred by Developer in enforcing this Declaration. The Association and Developer may recover their cost and expenses incurred in enforcing this Declaration in accordance with the following paragraph.

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 attorneys' 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. 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 or the Association may record a document with the Register of Deeds of Waukesha County giving notice of the lien for any such unpaid reimbursements and, upon payment or satisfaction of the amount due, Developer or the Association, as the case may be, 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 and the Association for all recording and attorney fees relating to any such documents. The lien may be enforced and foreclosed by the Developer or 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 Developer and the Association from pursuing all other legal remedies.

VIII. AGENT

Siepmann Realty Corporation 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.

IX. MISCELLANEOUS

9.1. **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 seventy-five percent (75%) 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) the Village; (ii) Waukesha County; and (iii) Developer so long as it shall be an Owner, including as an Owner of any lands which may potentially become a future stage of THE GATHERING as provided in Section 9.6, below. 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.

9.2. **Variances**. 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 variances from the application of the Declaration, if such modification or variance is consistent and compatible with the overall scheme of development of THE GATHERING, provided that no such modification shall be in violation of applicable laws or ordinances, or have the effect of revoking an Approval previously granted in writing hereunder. Notwithstanding the foregoing, any such modifications or variances 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 variances 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.

9.3. **Reservation of Right to Grant Easements**. Developer reserves the right to grant and convey easements to the Village 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 Village, 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 THE GATHERING (including added future stages) for purposes of facilitating drainage of storm or surface water within or through THE GATHERING (and any added future stages). 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 THE GATHERING (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.

9.4. **Assignment to Association**. Developer may assign to the Association, in whole or in part, the right to grant Approval pursuant to this Declaration. Following such assignment Developer shall no longer be responsible for the enforcement of the provisions of this Declaration that pertain to the Approval authority which has been assigned to the Association.

9.5. **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.

9.6. **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 seventy-five percent (75%) 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 Village, to the extent permitted by Sections 5.8.5 and 6.1, above.

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Restrictions and Covenants this ____ day of _____, 2025.

MARK & EILEEN LURVEY TRUST

BY: _____
Mark Lurvey, Trustee

BY: _____
Eileen Lurvey, Trustee

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this ___ day of _____, 2025, the above-named Mark Lurvey and Eileen Lurvey, 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: _____

This instrument was drafted by
SIEPMANN REALTY CORP.

Revised 7/7/2025

THE GATHERING
MANAGEMENT PLAN

Village of Summit, WAUKESHA COUNTY, WISCONSIN

March 6, 2025

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INTRODUCTION

The Gathering is a residential subdivision development in Waukesha County, Wisconsin. Of the 67 acres that comprise The Gathering, approximately 50 acres are dedicated to open space and restoration. Land within the primary environmental corridor, as delineated by RA Smith, will be permanently secured under the terms of the The Gathering Final Plat and Declaration of Restrictions. The remainder of the open space is made up of woods, native and naturalized meadow plantings, stormwater management, and recreational trails. This open space will be managed and maintained by the Homeowners Association.

The purpose of this document is to provide guidance for the establishment and long-term management of all the open space on the The Gathering property, including the Homeowners Association-controlled open space. It is understood that much of the work proposed in this document will take place over the course of years and that this effort is an ongoing process.

In the following sections, the various ecosystems found at The Gathering are divided into habitat types or their components and discussed separately. Habitat types are discussed as follows: meadows, wooded areas and wetlands. Common and glossy buckthorn (*Rhamnus cathartica* and *R. frangula*) are dominant among other invasive species present throughout the wooded area.

The wooded area thus shows areas of bur oak, shagbark hickory, black cherry and boxelder surrounded by large areas of invasive species. This would suggest the need for invasive species management in order to protect the rarer, higher quality components of the woods. As invasive species become more prevalent, the diversity of both plants and animals within that area decreases.

CONCEPTUAL GOALS

The overall goal of the The Gathering Management Plan is to increase the area of native vegetation and preserve the existing natural areas to benefit both wildlife and human residents. It is understood that this is an evolving plan that may change as site conditions develop and particular management actions become more or less feasible over time. In general, activities include restoring the non-wooded open space areas to a matrix of native species, and providing residents with opportunities to interact with and enjoy the landscape. These goals are broken out and discussed below under ecological and aesthetic goals, and recreational and educational goals. Table 1, the The Gathering Management Plan Summary Table, provides an overview.

Ecological and Aesthetic Goals

Two ecological and aesthetic goals are identified: (1) maintaining or improving wildlife habitat, and (2) maintaining vegetation communities onsite. These goals are discussed below.

1. To maintain or improve wildlife habitat by:

- Preserving and maintaining the highest quality landscape element – the woods, by:
    - Keeping the common species at the site common and keeping the rare species stable.
    - Increasing the woodland edge buffer (may include a Primary Environmental Corridor mitigation area).
    - Controlling invasive species within the woods.
    - Conducting periodic inventories of plants and animals and adjusting management to enhance survival of all native species, especially special concern species.

- Increasing areas of natural vegetation in the non-wooded areas.
- Reducing populations of invasive vegetation.
- Re-introducing prescribed burns or alternative management activities such as mowing.

2. To maintain vegetation communities with a diversity of color and texture throughout the year.

Recreational and Educational Goals

Recreational and Educational Goals are listed as follows:

- To make the open space areas accessible to homeowners for recreation via a trail system.
- To create a safe place for homeowners and their families to enjoy the outdoors.
- To give children and adults a place to experience diverse natural communities.
- To give homeowners pride in their living space.
- To involve homeowners in the care of their living space.
- To create a community focus through interaction with the landscape.

MANAGEMENT PLAN

The following sections discuss activities that the The Gathering Homeowners Association will take to achieve the goals outlined above. A summary table of these activities is included in the Figures and Tables section at the end of the plan. The The Gathering Homeowners Association will be responsible for implementing the Open Space Management Plan, to include native vegetation establishment and natural areas preservation, as described in the "Initial Actions" sections immediately below. The Homeowners Association will also be responsible for management and maintenance of these areas, following the "Long-term Management and Maintenance Plan" provided below.

Initial Actions to Achieve Ecological and Aesthetic Goals

Vegetation Establishment and Initial Management

The fields and many of the areas disturbed by construction have been seeded with native prairie seed mixes at the end of construction. The objective for these outlot areas is to establish low-maintenance, naturalized meadow-type vegetation – not strict "prairie." This implies a tolerance for a variety of old-field and/or non-native species. However, there will be an effort to control certain noxious or invasive weeds, such as Canada thistle (*Cirsium arvense*), wild parsnip (*Pastinaca sativa*), white and yellow sweet clover (*Melilotus* sp.), and other species that become a significant problem.

Meadows
The majority of the fields have been stripped of topsoil, graded and re-topsoiled. After the construction disturbance, most of these fields have been seeded with native seed mixes (see Appendix D: The Gathering Landscape Plan), and a cover crop. Areas prone to erosion have been treated with a tackifier/polyacrylamide and erosion control blankets.

During the first growing season after seeding, the meadows will be mowed to control weeds. Weeds will be mowed down to 5 inches one to three times during the first growing season to prevent seed set and prevent shading of the germinating meadow seedlings. Weeds will also be mowed during the second and third growing season as needed.

Due to the unknown nature of the soil seed bank after construction disturbance, the meadow plantings will be evaluated several times during the first growing season for the appearance of noxious or invasive weeds that should be controlled. Once the extent of the problem has been determined, an appropriate and cost-effective control method will be implemented within the first three growing seasons (i.e. creative problem solving will be used to address the problem, while yet staying within the established budget).

Stormwater Basins

The stormwater basins are embedded within the meadows and have been graded and seeded in the same fashion as the meadows (see Stormwater Basin Seed Mix in Appendix A). During the vegetation establishment period, as part of the stormwater management system, the basins will be inspected periodically for proper function, erosion and vegetation health, and cover, as directed by the "Stormwater Management Practices Maintenance Agreement for The Gathering."

The initial management of the stormwater basins during the first three growing seasons will be the same as for the meadows: mowing for weed control, noxious weed control as necessary. The Homeowners Association is responsible for maintenance and management in the stormwater basin areas.

Wooded Areas

The wooded areas are a mosaic of plant communities. A majority of the woods is infested with buckthorn. This is a large infestation that can only be addressed over the course of several years and will require significant contribution from the Homeowners Association.

The first priority for the woods is to reduce or eliminate the population of buckthorn so that all subsequent invasive species control efforts are easier and more efficient (i.e. people can walk freely through the woods).

The common area woods will be divided into various management units. It is recommended that invasive species control work be done in one unit per year, but this timetable may be altered depending on the amount of work to be done in each unit.

The first step is to identify, mark and block off special concern species within the target management unit. This will be done during the growing season when these species are easier to identify. The individual plants that are to be removed should be taped, flagged, or sprayed to guide the workers within the unit.

Invasive shrub removal will be done during the fall or winter dormant season to avoid damage to other vegetation. The shrubs will be cut near the base of each stem, and each stem will be treated with a concentrated herbicide such as triclopyr or glyphosate, according to label directions. Alternatively, the shrubs may be treated with a targeted basal bark spray of triclopyr during the dormant season. The basal bark treatment may not be used in or around occurrences of the special concern species, nor within areas of the wetland that are saturated to the surface or have accumulations of snow and ice that could carry any herbicide overspray into the wetland water system upon melting. Cut material will be collected and piled for later burning. Alternately, the cut material may be left onsite to decay, given its ecological value to soil, wildlife, and plant life.

As mentioned above, management and maintenance in the wooded area will be the joint responsibility of the Homeowners Association.

Open Space/Road Interfaces

Where the road is bordered by open space, the road right-of-way (approximately 15 feet) will be vegetated with mowed turf grass. Other highly visible areas will also be vegetated with turf grass, as indicated on the The Gathering landscape plan. Mowing of these areas will be the responsibility of the Homeowners Association.

Future Opportunities for Open Space Enhancement

The following activities may be undertaken by the Homeowners Association at their discretion to enhance the The Gathering open space once the initial vegetation establishment and management tasks (above) are in progress or completed. Enhancement activities may include enriching the native communities with more species, controlling invasive species and pest plants, and adding more buffer area to the woods.

Prior to planting any new tree seedlings or saplings, the invasive species, mainly buckthorn, should be removed, preferably during the fall or winter dormant season to avoid damage to other vegetation. The shrubs should be cut near the base of each stem, and each stem should be treated with a concentrated herbicide such as triclopyr or glyphosate, according to label directions. Alternatively, the shrubs could be treated with a targeted basal bark spray of triclopyr with 2, 4-D, also during the dormant season to minimize damage to other species. Cut material could be collected and piled for later burning.

Wetland

Although the wetlands have significant populations of the invasive species reed canary grass, no management actions will be taken by the Homeowners Association within these wetlands. These wetlands have a long history of disturbance, and the watershed and environmental corridor within which these wetlands lie is a continual source of reed canary grass propagules, such that control activities may be a waste of time and effort.

Herbicide Use Caution: It is recognized that the herbicide label supersedes any methods detailed in this document. Most states require that herbicide applicators be certified. Local municipal laws may have additional requirement needs, especially requirements in the categories of "posting" and "notifications." Neighbors may also be able to voice concerns. Applications in public parks where children play should always consider extra cautionary methods. All herbicide applications must follow label directions. Reference to chemical brand names in this specification does not imply endorsement.

Water Quality Improvement Measures

Water quality improvement will be a result of direct and indirect actions on the site. Converting the agricultural fields to thick meadow vegetation will result in reduced surface water runoff, which will also reduce sediment transport and nutrient loading into the wetlands and stream. The stormwater basins will assist in water quality improvement by catching the runoff from the proposed impervious surfaces.

Homeowners will also be encouraged to integrate raingardens into their home landscaping to capture and infiltrate their home's stormwater runoff.

Initial Actions to Achieve Recreational and Educational Goals

Trail System

The trail system is shown on Appendix C. The trails will allow residents to move throughout the property on foot or on bikes without having to use the roads. The main trails through the center of the property have been paved because they are the main pedestrian route to the clubhouse and will receive relatively high volumes of traffic. The paved trails will be edged on each side with a 5- to 10-foot mowing strip of turf grass. The remainder of the trails will be maintained as mowed grass through the meadows and along the edge of the woods.

A trail is proposed for the wooded areas, as well (see Appendix C). The exact location of this trail has not yet been established, however the Homeowners Association may choose to develop this trail during the second or third year of invasive shrub management when

more of the area is visible and accessible. The following guidance applies to the development of the trail:

- Avoid steep slopes or situations that could cause erosion.
- Avoid occurrences of special concern species (minimum 20 feet away).
- Avoid crossing the soft organic soils in the seeps (unless already bridged).
- Avoid areas of frequently saturated soils.
- Use pre-established footpaths or deerpaths where possible.
- Keep the trail narrow (3'), like a hiking trail, to minimize cutting woody species.
- Mark the trail clearly with small signs or blazes to discourage (1) wandering and trailblazing and (2) pets off leash.

An established trail in the wooded area has the following advantages: ease of access for homeowner volunteers to contribute to invasive species control efforts; ease of access for homeowners to enjoy the woods and take ownership; deterrent to trailblazing and further disturbances.

During the first three years, trail maintenance and erosion control needs will be evaluated on an ongoing basis. The following actions may be needed to maintain passable trails: periodic mowing or brushing, annual pruning of overhanging branches and removal of fallen trees, and spot applications of herbicide on multiflora rose or other weeds as needed. Trails with high erosion will be repaired and fitted with water drainage devices, such as grade dips and water bars, or rerouted to avoid areas of high erosion potential.

Trail System

The trail system may be used for recreational activities such as walking, running, pet exercising, bird and animal watching, and biking. Motorized vehicles other than maintenance vehicles, motorized wheelchairs and other assistive devices will not be allowed on the trails. Bikes must stay on the trail in the common area. Pets must be leashed.

Initial Homeowner Education and Involvement

- Recreational use along the trail system may include walking, running, pet exercising, bird and animal watching, children playing, cross country skiing, and biking. Motorized vehicles other than the maintenance vehicles, lawnmowers, motorized wheelchairs or other assistive devices should not be used on the trail system.
- Homeowners should not remove native plants from the wooded area.
- Homeowners should limit their flower picking so plants can reproduce. No plant or flower picking should occur in the wooded area.

- Homeowners can include native plants in the landscaping of their lots, particularly near their lot lines, to provide a buffer to the natural areas.

LONG-TERM MAINTENANCE AND MANAGEMENT PLAN

The Homeowners Association will appoint a Conservation Committee to oversee the implementation of this plan. The Conservation Committee will have a three member, and at least initially, a representative from the developer.

The conceptual ecological, aesthetic, recreational, and educational goals (above) will guide all decisions and actions.

The Conservation Committee will meet at least yearly to review ecological monitoring records, and to plan and oversee open space management and maintenance activities.

The Conservation Committee will keep a detailed record of the justification, implementation, and results of each management action, including mowing and herbicide treatments, and report back to the Homeowners Association on a regular basis.

Long Term Management Tasks

Trail System Maintenance

The Homeowners Association will be responsible for maintaining the public use areas, including the trail system. The trail system at The Gathering will require regular maintenance and upkeep to ensure proper functioning and safety. The following actions may be needed to maintain usable trails: (1) mowing or brushing as needed, (2) semi-annual or annual broad-leaf herbicide application, (3) annual pruning of overhanging branches and removal of fallen trees, and (4) spot applications of herbicide on undesirable plants.

Trails should be inspected for erosion and maintenance needs semi-annually and after major storm events. Trails with high erosion damage should be repaired and fitted with water drainage devices, such as grade dips and water bars, or rerouted to avoid areas of high erosion potential. In general, the chosen maintenance methods should be the least invasive and disruptive, while still being effective.

The Homeowners Association will adopt, post, and distribute Open Space Use Rules and Regulations. The use policy should state permitted users (The Gathering Residents and their guests) and permitted uses (walking, running, biking, picnicking, keeping pets on a leash). The use policy should also include principles that will prevent public area degradation and allow for enjoyable use by all. Sample principles include: leave no

trace, stay on trails, keep groups small, avoid using unpaved trails in wet weather, yield to other users, and protect erosion control devices.

Once every five years, the Homeowners Association should assess the adequacy of the trail system. They should determine if people are blazing their own trails and whether these trails are causing undue erosion and impact to natural resources. In particular, informal trails through the woods and on steep slopes can cause erosion and degradation of the vegetation. In these cases, the Homeowners Association should decide whether to block these trails off (trail is only used infrequently), or to relocate a trail (trail is used often) to limit impact areas.

While determining the adequacy of the trail system, the Homeowners Association should determine if certain trails are highly erosion-prone and present an on-going maintenance challenge. These trails should be abandoned, and new trails routed through more appropriate areas. Abandoned trails with severe gullying should be fixed by installing periodic check dams to catch sediment and restore the grade to near-normal if possible.

The Homeowners Association will also be responsible for routine maintenance of the stormwater basins as indicated in the Stormwater Management Practices Maintenance Agreement for The Gathering.

The Homeowners Association will also be responsible for mowing the grass between the roads and the open space areas, and along the paved trail.

Invasive Species Control

The open space areas will be monitored yearly for invasive species that are threatening or dominating the landscape. Advice on managing invasive species can be obtained through ecological consultants, the Department of Natural Resources, or the Nature Conservancy. Where herbicides are used, the appropriate herbicide should be chosen, keeping the following factors in mind: (1) its effectiveness has been demonstrated in the management literature; (2) it has been formulated for application over water where necessary; and (3) it has a quick breakdown and low soil residual time. At a minimum, biyearly efforts should be made to control invasive species in selected areas as determined by the consulting ecologist, who will assist in prioritizing and sequencing control efforts.

The Conservation Committee, will determine whether invasive species control activities will be done by a hired professional, or with the help of homeowner volunteers. Factors that affect this decision include (1) available funds; (2) the skills and capacity of the homeowner volunteers (which may increase with time and training); (3) the need for a licensed herbicide applicator; (4) the urgency of the management action and (5) the quality of the area in which the work will be done.

The first priority for invasive species control is within the wooded area. The primary targets for control here are woody species (multiflora rose, buckthorn) and garlic mustard. These species cannot be addressed with extensive mowing or burning, so control efforts will involve physical activities such as pulling, localized trimming with a string trimmer (a.k.a. "Weed Whacker"), and chemical means, such as spot-treatments of herbicide. Prior to all invasive species control efforts, occurrences of special concern species will be identified and the area roped off.

As part of the ongoing maintenance of the woods will be regularly evaluated to assess the degree of success of the efforts to remove buckthorn from the wooded areas. If large stumps and clumps are re-sprouting, the The Gathering Homeowners Association will hire a licensed herbicide applicator to re-treat the re-sprouts. The soil will be tamped down after pulling the seedlings to minimize soil disturbance. Alternatively, if the The Gathering Homeowners Association finds that the seedlings are so abundant that they can only be controlled by spraying, they will provide a licensed herbicide applicator to treat the seedlings with herbicide. Herbicide control of the seedlings provides the additional benefit of reducing soil disturbance.

The second priority for invasive species control is within the meadows and other open space outside the wooded area. Invasive species problems within the meadows and other open areas are as of yet unidentified and will have to be addressed by the Conservation Committee as they appear.

Mowing Regime for the Meadows & Stormwater Basins

To maintain the meadow areas free of undesired brush and invasive species, a mowing regime should be implemented. The objectives of mowing are to cut back undesired woody species, remove biomass (plant material) from the system, and remove enough plant litter to expose the soil to the warming power of the spring sun. The following guidelines are provided.

- Mow in the early spring, if possible. Mow before the green plants are one foot tall. Alternatively, mow in the late fall. A spring mowing is preferable to a fall mowing so that the prairie plants can provide food and shelter during the winter. Early spring is preferable to later in the growing season to minimize the effects on wildlife that become more active as the season progresses.
- Set the mower height to about 6-8 inches. Collect the plant clippings so that they do not smother the green plants, build up a thick thatch layer, or insulate the cold ground during spring warm-up.
- Once the meadow vegetation has matured for several years, mow each area once every three or four years. Some areas may need to be mowed more frequently if there is a problem with brush invasion. Brushy areas may need to be mowed several times during one season, and followed up with another cutting the next season. Similarly, certain weedy or invasive species may

need to be mowed at a different time (such as cutting sweet clover just as it's flowering) and frequency. Brush and invasive species may require additional applications of herbicides to obtain an acceptable control level.

- Leave at least half of the meadow areas unmowed in any one year to provide refugia for wildlife.
- Conduct an evaluation after each mowing, similar to the burn evaluation, to assess the changes wrought by the mowing and to assist with planning future management actions.

Community Involvement

The Conservation Committee may choose to promote community involvement events to progress further towards the recreational and educational goals. Community activities may include:

- Introductory classes on Birds, Plants, Amphibians, Insects, and Prescribed Burns, using conservation lands for field identification lessons.
- Animal/bird sighting records: invite homeowners to submit records of their bird or animal sighting to the Conservation Committee coordinator, who compiles a checklist. Homeowners track the species across time. Alternatively, post checklists at trailheads for trail user input.
- Photo points: invite homeowners to document prairie growth and establishment and forest conditions by taking photos from a fixed point through the season and over the years.
- Seed Collection and Planting: Homeowners collect prairie seeds at nearby established prairies or purchase them, and seed into their prairie to enrich the species mix.
- Adopt-a-Trail: Homeowners form a volunteer corps to do trail maintenance under the direction of the Conservation Committee
- Nest box project: Homeowners install bluebird nest boxes in the meadows, and monitor and maintain boxes yearly for nesting success.

LONG TERM OPPORTUNITIES

As the residents of The Gathering grow to know and appreciate the open space and wooded areas, they may desire to contribute to the management of these areas. This interest would best be guided by the Homeowners Association in conjunction with an ecological consultant towards the following opportunities for enrichment:

- Adding native species to the meadows as they develop,
- Participating in prairie-centered community activities, and
- Volunteering to work on invasive species control.

The Homeowners Association should continually work to establish and maintain good relations with the adjacent landowners who will be key to long-term invasive species control in the The Gathering watershed. In addition, residents should manage their own personal property in a way that contributes to the health of The Gathering as a whole by maintaining their raingardens, using native vegetation, and wisely managing nutrient and chemical use in their in their home landscaping.

Figure 1-Project Location & Topography

Figure 2- Soil Survey Data

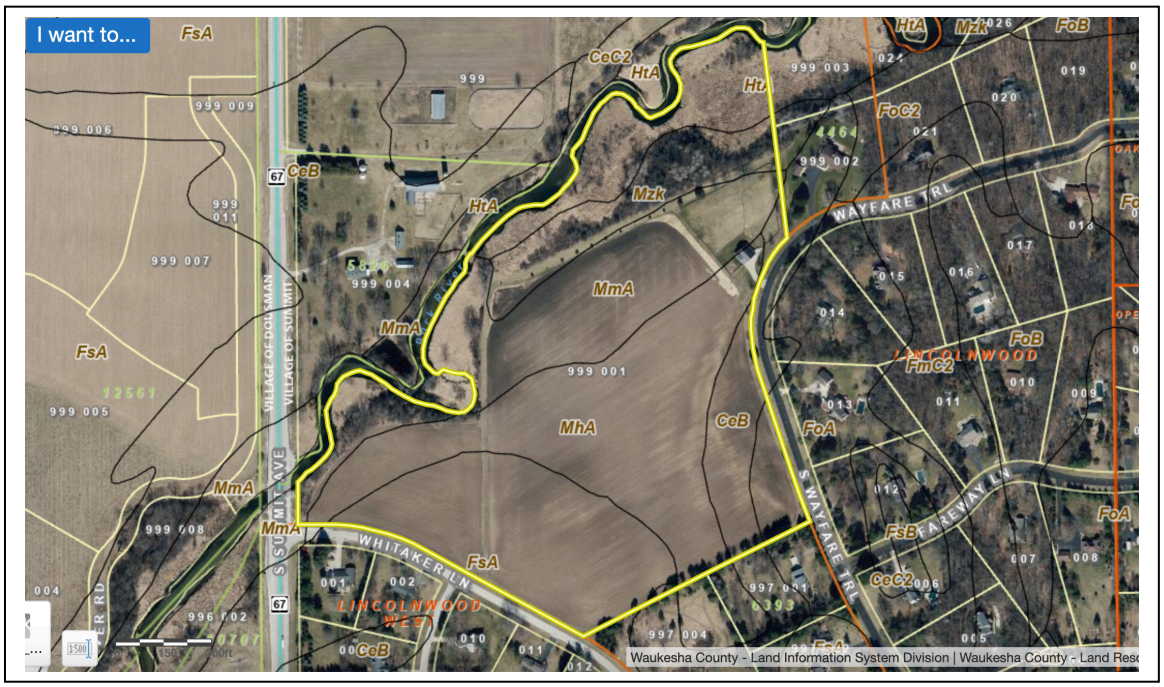
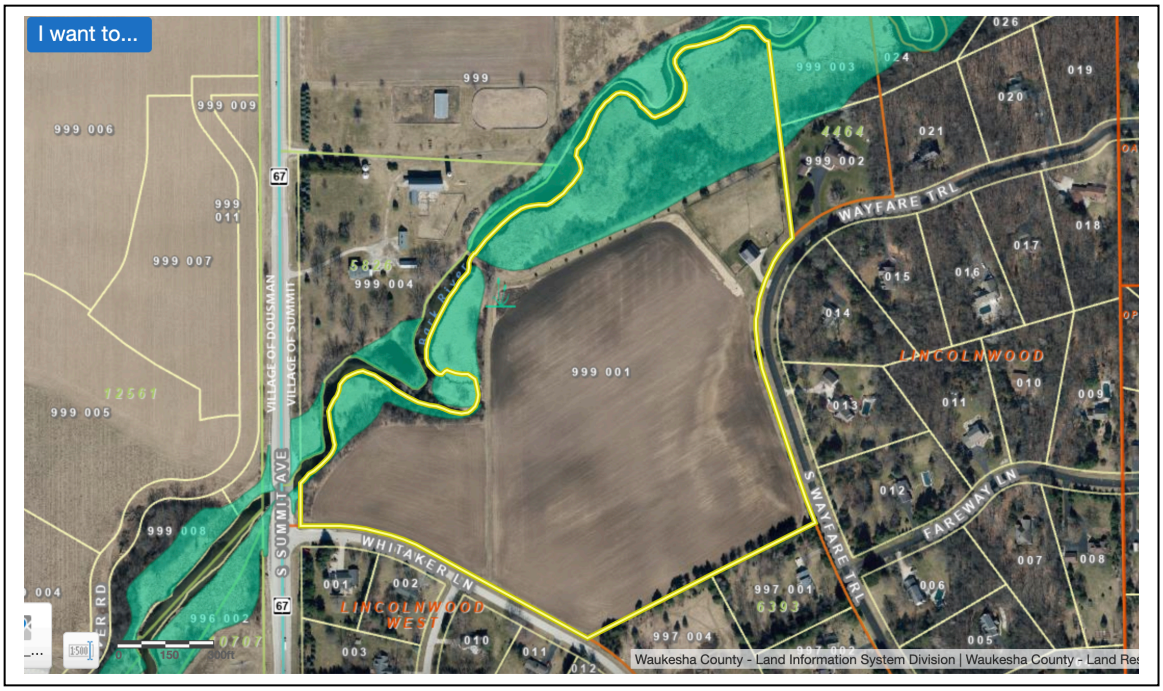


Figure 3- Wetland Inventory Data



Appendix A: Native Seed Mix Species Lists

Agregcol Economy Prairie Mix (Common Area)

#EP1	Mesic to Dry	Full Sun	10.00 PLS LBS/Acre	55.00 Seeds/ Sq. Ft

Wildflowers		Oz/Acre
Asclepias tuberosa	Butterfly Weed	2.00
Aster novae-angliae	New England Aster	0.50
Chamaecrista fasciculata	Partridge Pea	8.00
Coreopsis lanceolata	Lance-Leaf (Sand) Coreopsis	2.00
Dalea purpurea	Purple Prairie Clover	4.00
Echinacea purpurea	Purple Coneflower	8.00
Heliopsis helianthoides	Early Sunflower	6.00
Liatris pycnostachya	Prairie Blazing Star	2.00
Monarda fistulosa	Wild Bergamot	1.00
Penstemon digitalis	Foxglove Beard Tongue	0.50
Ratibida pinnata	Yellow Coneflower	4.00
Rudbeckia hirta	Black-Eyed Susan	2.00
Rudbeckia subtomentosa	Sweet Black-Eyed Susan	1.00
Solidago rigida	Stiff Goldenrod	1.00
Tradescantia ohiensis	Ohio Spiderwort	4.00
Zizia aurea	Golden Alexanders	2.00
Grasses, Sedges, & Rushes		**Oz/Acre**
Andropogon gerardii	Big Bluestem	8.00
Bouteloua curtipendula	Side Oats Grama	32.00
Elymus canadensis	Canada Wild Rye	16.00
Elymus virginicus	Virginia Wild Rye	20.00
Panicum virgatum	Switchgrass	8.00
Schizachyrium scoparium	Little Bluestem	16.00
Sorghastrum nutans	Indian Grass	12.00

*Note: Seed mix compositions are subject to change depending on seasonal availability.

Agrecol Rainwater Renewal

(use for Stormwater Basin)

#RNR	Wet Mesic to Dry Mesic	Full Sun to Part Sun	8.00 PLS LBS/Acre	94.00 Seeds/ Sq. Ft

Wildflowers		Oz/Acre
Asclepias incarnata	Marsh (Red) Milkweed	3.00
Aster ericoides	Heath Aster	0.10
Aster novae-angliae	New England Aster	1.50
Baptisia leucantha (alba)	White Wild Indigo	4.00
Eupatorium maculatum	Spotted Joe Pye Weed	0.80
Eupatorium perfoliatum	Boneset	0.50
Liatris pycnostachya	Prairie Blazing Star	2.50
Liatris spicata	Marsh Blazing Star	5.00
Lobelia cardinalis	Cardinal Flower	0.25
Lobelia siphilitica	Great Blue Lobelia	0.50
Monarda fistulosa	Wild Bergamot	1.50
Physostegia virginiana	Obedient Plant	1.50
Pycnanthemum virginianum	Mountain Mint	0.30
Ratibida pinnata	Yellow Coneflower	2.25
Rudbeckia hirta	Black-Eyed Susan	2.00
Rudbeckia subtomentosa	Sweet Black-Eyed Susan	2.00
Solidago ohioensis	Ohio Goldenrod	0.50
Tradescantia ohiensis	Ohio Spiderwort	1.25
Verbena hastata	Blue Vervain	1.00
Vernonia fasciculata	Ironweed	1.00
Grasses, Sedges, & Rushes		**Oz/Acre**
Bromus ciliatus	Fringed Brome	20.00
Calamagrostis canadensis	Blue Joint Grass	1.00
Carex bebbii	Bebb's Oval Sedge	2.00
Carex crawfordii	Crawford's Sedge	1.00
Carex crinita	Fringed Sedge	0.75
Carex stipata	Common Fox Sedge	1.50
Carex vulpinoidea	Brown Fox Sedge	1.00
Elymus canadensis	Canada Wild Rye	24.00
Elymus virginicus	Virginia Wild Rye	32.00
Glyceria grandis	Reed Manna Grass	1.00

No-Mow Fine Fescue Blend for Transition Areas

Apply at 220 lbs/acre

Scientific Name	Common Name
Festuca obtuse	Nodding Fescue
Festuca rubra commutate(25%) *Festuca rubra (20%)* *Festuca ovina duriuscula(20%)* *Festuca ovina tenuifolia (20%)* *Festuca rubra trichophylla (15%)*	Fine Fescue Blend

CONSERVATION EASEMENT

This Grant of Conservation Easement is made this ____ day of _____, 2025, by _____, having an address of _____ (hereinafter referred to as "Grantor") in favor of **Waukesha County Land Conservancy, Inc.**, a non-profit Wisconsin corporation qualified to do business in the State of Wisconsin, having an address of P.O. Box 2572, Brookfield, Wisconsin 53008, (hereinafter referred to as "Grantee").

Witnesseth:

Whereas, Grantor is the sole owner in fee simple of certain real property located in Waukesha County, Wisconsin, being a part of Outlot 1 in The Gathering Subdivision, and more particularly described in Exhibit A, attached hereto and incorporated by this reference (hereinafter referred to as the "Property:); and

Whereas, the Property possesses, among others, significant natural, scenic, open space and other values (collectively, conservation values) of great importance to Grantor, the people of the Village of Summit, the people of Waukesha County and the people of the State of Wisconsin; and

Whereas, in particular, the Property described in Exhibit A has various aesthetic, natural, scenic, open space, wetland, and other educational and/or limited recreational values; and,

Whereas, the specific conservation values of the Property are documented in an inventory of relevant features of the Property, incorporated by this reference (Baseline Documentation), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

Whereas, Grantor has caused land that includes the Property to be platted as a subdivision called The Gathering, and has designated Outlot 1 to be part of the Common Area of The Gathering.

Whereas, Grantor intends that the conservation values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those relating to habitat preservation and protection, green space preservation and protection, and wetland functions existing at the time of this grant, that do not impair or interfere with those values; and

Whereas, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

Whereas, Grantee is a publicly supported, tax-exempt non-profit organization, qualified under Section 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is to encourage, perpetuate and promote the preservation and protection of natural resources located within and adjacent to Waukesha County including acquisition of property for conservation purposes; and,

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Whereas, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and the generations to come.

Now, therefore, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of Wisconsin and in particular Section 700.40 of the Wisconsin Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (hereinafter referred to as "Easement").

1. Purpose. It is the purpose of this Easement to assure that the Property will be retained forever in its natural condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities, including, without limitation, those involving education as are consistent with the purpose of this Easement.

2. Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

(a) To preserve, protect and enhance the conservation values of the Property by implementation of the Open Space Management Plan for The Gathering Subdivision prepared by Siepmann Realty Corp. dated _____ (herein after referred to as "Management Plan") in so far as it pertains to the Property.

(b) To enter upon the Property at reasonable times in order to restore or enhance the conservation values, monitor Grantor's compliance with and otherwise enforce the terms of this Easement in accordance with paragraph five (5) below, provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

(c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to paragraph five (5) below.

3. Prohibited Uses, Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited within the Easement Area:

(a) There shall be no residential structures nor garages, sheds, or any kind of other buildings or structures, except as specifically provided herein.

(b) There shall be no roads or driveways allowed, nor shall any portion of the property be used as a means of ingress or egress to any adjacent property, except as required to connect to walking paths on Grantor's adjoining property as provided in paragraph 4.A. hereof.

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(c) There shall be no construction or placing of advertising signs, billboards or other advertising material, or any other structures used in connection with advertising permitted, except as specifically provided herein.

(d) There shall be no industrial or commercial activity undertaken or allowed, nor shall any right of passage across or upon the Property be allowed or granted if that right of passage is used in conjunction with industrial or commercial activity.

(e) There shall be no construction of barriers to the free movement of animals, except as specifically provided herein, nor the commercial removal of non-game animals.

(f) There shall be no horses allowed, nor the grazing of livestock of any variety.

(g) Except as provided in paragraph 4.A. there shall be no active recreation areas permitted, including, but not limited to, soccer fields, baseball diamonds, or golf courses.

(h) There shall be no camping.

(i) There shall be no operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles, bicycles, or other type of vehicle of any kind, except as may be necessary or required in the furtherance of the terms of this Easement or the Management Plan.

(j) There shall be no storage or parking of vehicles, mobile homes, house trailers, other accessory or utility vehicles, or implements or accessories used in connection therewith.

(k) There shall be no dumping or temporary storage of trash, manure, plant material, soil, mulch, or any other refuse or debris nor any storage of chemicals, toxic or otherwise, nor petroleum products of any kind, nor salt.

(l) Except as provided in paragraph 4.B. hereof, there shall be no filling, excavation, mining or drilling, removal of topsoil, sand, gravel, rocks, minerals, peat or other materials, nor any change in the topography of the land in any manner.

(m) Except as provided in paragraph 4.B. hereof, there shall be no tilling or cultivating.

(n) There shall be no non-native plant or animal species introduced on the Property, except as required in furtherance of the terms of the Easement or the Management Plan.

(o) There shall be no cutting, destruction or removal of living native plants except as otherwise specifically authorized herein or by other law, without the consent of the Grantee in accordance with paragraph four (4) herein.

(p) There shall be no harvesting of trees for timber or fuelwood, other than the removal of dead trees which create a hazardous condition.

(q) There shall be no spraying with pesticides, insecticides or herbicides, except as

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required in furtherance of the terms of the Easement and the Management Plan.

(r) There shall be no placement or development of stormwater storage, discharge or treatment facilities except as set forth in accordance with paragraph four (4) herein.

(s) There shall be no septic or other private waste disposal systems allowed.

4. Reserved Rights. Grantor reserves to itself, and to its successors and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

A. The right to establish, construct and maintain private walking paths as Grantor in consultation with Grantee shall determine to be appropriate.

B. The right to grant easements to any municipality and public or private utility company for the purpose of constructing and maintaining a sanitary sewer main servicing The Gathering Subdivision and for the purpose of transmitting electric energy, signals, television, telecommunication and natural gas services within or through The Gathering Subdivision.

5. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within ninety (90) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a ninety (90) day period, fails to begin curing such violation within the ninety (90) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, including loss of environmental value, and to require the restoration of the property to the condition that existed prior to any such injury. Grantee may apply any damages recovered to the cost of undertaking any corrective action on the property. If Grantee reasonably believes that the circumstances require immediate action to prevent or mitigate significant damage to the Property, Grantee may pursue its remedies under this paragraph without notice to Grantor, provided however, that 1) Grantee will make best efforts to contact Grantor via telephone prior to taking action; and 2) Grantee will notify Grantor of such action in writing within 24 hours of taking such action. Such notice shall describe the actual or potential damage and the estimated cost and time frame associated with prevention or correction of the damage and a statement of the reasons why action was necessary prior to notice to Grantor.

5.1 Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. Any costs incurred by Grantee in enforcing the terms of this Easement against an individual Owner or Owners of lots in The Gathering and any costs of restoration necessitated by such Owner's violation of this Easement shall be borne by such Owner or

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Owners. Any costs incurred by Grantee in enforcing the terms of this Easement against The Gathering Homeowners Association, Inc. (the "Association") and any costs of restoration necessitated by the Association's violation of the terms of this Easement shall be borne by the Association. If Grantor prevails in any action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee.

5.2 Arbitration. If a dispute arises between the parties concerning the consistency of any proposed use of or activity with the purpose of this easement, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may refer the dispute to arbitration by request made in writing upon the other. Within thirty (30) days of the receipt of such a request, the parties shall select a single arbitrator, to hear the matter. If, for any reason, the parties are unable to agree on the selection of an arbitrator then in that event either party may petition a court of proper jurisdiction and proceed pursuant to Chapter 788 of the Wisconsin Statutes. In any event the prevailing party shall be entitled to all costs, expenses and attorneys' fees.

5.3 Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor or others shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor or others shall impair such right or remedy or be construed as a waiver.

5.4 Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel or prescription.

5.5 Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Granter under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

6. Costs and Liabilities. Grantor shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. This specifically includes the costs associated with Grantee's management activity upon the Property that are within the limitations of paragraph 6.3, below.

6.1 Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

6.2 Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively, the "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action,

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claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or. in any way connected with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence or actions of any of the Indemnified Parties; (b) the obligations specified in paragraphs 6 and 6.1; and (c) the existence or administration of this Easement.

6.3 Payment for Grantee's Management Activities. Grantor recognizes that Grantee's management and stewardship of the Property will enhance the value of the properties in The Gathering, and that Grantee will incur expenses in carrying out its management and maintenance activities. At the end of each calendar year the Grantee shall submit to the Association a detailed invoice setting forth Grantee's actual costs for its management and maintenance of the Property for the past year, and the Association, within 45 days after receipt of the invoice, will pay the same. Provided, however, that the maximum amount that the Association shall be required to pay to Grantee for the year in which this Agreement is executed shall be the product of multiplying **$200.00** by the number of platted lots in The Gathering not owned by Grantor as of January 1st of that year excluding lot 1 unless the owner of that lot shall have elected to join the Association; and the maximum amount that the Association shall be required to pay in any subsequent year shall be the product of **$200.00** multiplied by one plus the percentage change in the Consumer Price Index- Urban Wage Earners and Clerical Workers, All Items, Milwaukee, 1984 = 100 from December of the year in which this Agreement is executed to December of the year to which the invoice pertains, multiplied by the number of platted lots in The Gathering and any additions thereto not owned by Grantor as of January 1st of such subsequent year. At the same time that Grantee submits its annual invoice to the Association the Grantee shall also submit a budget which sets forth the expenses for the following year which the Grantee expects to incur in its management and maintenance of the Property and which it expects the Association to pay.

Anything contained herein to the contrary notwithstanding, the obligation of the Association to pay the Grantee for its management and maintenance of the Property shall not become effective until the earlier of (i) January 1st of the year immediately following the year in which Grantor has sold and transferred title to 50% or more of its lots in The Gathering; or (ii) January 1, 202__. Grantee shall not be obligated to provide any management or maintenance on or for the Property until such time as the Association's obligation to pay Grantee's expenses is in effect; provided however, that the Association shall pay Grantee for Grantee's annual inspection of the Property made during any year before the year that the Association's obligation to pay Grantee's expenses is effective.

7. Extinguishment. If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Wisconsin law at the time, in accordance with paragraph 7.1 below. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this grant.

7.1 Proceeds. This Easement constitutes a real property interest immediately vested in

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Grantee, which, for the purposes of paragraph 7, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section l 70(h) of the Internal Revenue Code of 1954, as amended. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

7.2 Condemnation. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

8. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under Section 700.40 of the Wisconsin Statutes (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out. In the event that Grantee or its transferee is dissolved or no longer wishes to exercise its rights or carry out its obligations under this Easement, then upon such dissolution or upon written notice to the Director of Parks and Land Use for Waukesha County, all of the Grantee's rights and obligations hereunder shall be automatically transferred to and assumed by Waukesha County, including the requirement that the conservation purposes that this grant is intended to advance continue to be carried out.

9. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

10. Estoppel Certificates. Upon request by Grantor, Grantee shall within ten (10) days execute and deliver to Grantors any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement as may be requested by Grantor.

11. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

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To Grantor: _____
C/O Siepmann Realty Corp. W240 NI221
Pewaukee Road Waukesha, Wisconsin 53188

To Grantee: Waukesha County Land Conservancy, Inc.
P.O. Box 2572
Brookfield, Wisconsin 53008

or to such other address as either party from time to time shall designate by written notice to the other.

12. Recordation. Grantee shall record this instrument in timely fashion in the office Register of Deeds of Waukesha County, Wisconsin, and may re-record it at any time as may be required to preserve its rights in this Easement.

13. General Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Wisconsin.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

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(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(i) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling,

To Have and To Hold unto Grantee, its successors, and assigns forever.

In Witness Whereof, Grantor has set its hand on this ___ day of _____, 2025.

Need signature blocks.

The Gathering Homeowners Association, Inc. joins in this Conservation Easement for the purpose of acknowledging and accepting its obligations hereunder.

The Gathering Homeowners Association, Inc.

Waukesha County joins?

All that part is Outlot 1 of The Gathering, being a part of The Gathering in the Village of Summit, Waukesha County, Wisconsin, which is bounded and described as follows:

CONSENT OF MORTGAGEE

_____ as mortgagee of any present or future mortgage on the lands subject to the foregoing Conservation Easement, hereby consents to and agrees that its mortgages shall be subject the foregoing Conservation Easement.

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EXHIBIT A

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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
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.

September 4, 2025

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

Re: The Gathering Public Access Easement
Legal Review

Dear Ms. Barrows:

I received the above-referenced Public Access Easement Agreement ("Easement") for The Gathering property and your request that I review and comment on the same. I have had an opportunity to carefully consider this matter.

Enclosed with this letter is a revised copy of the Easement, which I believe to be self-explanatory. Based on my research, I have the following comments, questions, concerns and recommendations in this regard.

1. Generally.

    a. The Easement is entered into by "The Gathering Homeowners Association, Inc." and the Village. However, Section 5.8 of the Deed Restrictions states that the Village is the party that granted the Easement. This should be clarified, and the appropriate document should be revised to ensure consistency as to who is the party granting the Village the Easement.

    b. There are some general formatting concerns that need to be resolved. For example, there is a large blank space on page 2. These will need to be addressed before recording the same.

2. Easement.

    a. I have made clarifying revisions throughout the Easement when using defined terms to ensure consistency.

b. I have general concerns with the language of the second "WHEREAS" paragraph which makes representations as to the Final Plat and the granting of easements prior to this Easement. For example, it states the an easement for a "future public parking lot and access path" was already granted to the Village in the Final Plat and the location would be determined at a future date when the parking lot was completed. The language of the Final Plat should be carefully reviewed to ensure it does not conflict with the current Easement language. To this point I have not been provided the same.

c. I added language to Section 1 to clarify that vehicular parking by the general public shall be limited only to the areas identified as the parking lot in Exhibit B. Please ensure the parking lot is sufficiently identified in Exhibit B.

d. I have multiple comments regarding Section 2 of the Easement.

   i. Under this Section, the Village is solely responsible for "all maintenance and appearance of the Lot and Path." Please ensure the Village understands its responsibilities and that it is wishes to accept the burden of maintaining the same.

   ii. The last two sentences of this Section create some ambiguity, in that this Section states the Village shall be responsible snow and ice removal, but that the Village is not responsible for removing snow and ice in the winter, which would presumably be the only time there is snow and ice on the path. However, I am curious if there is any intention to have any party remove snow and ice if the Village is not going to remove it? I have revised this Section to remove the ambiguity. Please ensure my revisions match the Village's intent.

   iii. Your Question. [Regarding Ownership of Improvements in Section 2] Can we give Waukesha County right of first refusal/grantee rights of the easement so they can construct a trail if they want to?

   My Response. *First*, this would have to be something that Waukesha County would even be willing to do or accept.

   Second, the Easement does not currently involve Waukesha County and the Easement does not grant any explicit right to the Village to transfer or grant its rights in the Easement to any other party, such that this would require an additional document or the inclusion of additional terms in this Easement that specifically gives the Village the right to assign its interests or explicitly give the right to the County to step into the shoes of the Village. If the Village wants to be able to assign its rights in the Easement, an assignability clause could be added.

   Third, if the Village intends on allowing Waukesha County to construct the trail/path who would be responsible for constructing the parking lot? And who would be responsible for maintenance of the same?

e. Pursuant to Section 5, the Easement may only be terminated upon written agreement of the parties. Please ensure this matches the Village's intent

f. Section 6 gives the Village and The Gathering HOA the right to collect costs, attorneys' fees, and recover all expenses related to any enforcement action as a result of a violation of this Agreement. Thus, it is important the Village performs as required under the Agreement and carefully consider its willingness to accept sole responsibility for maintenance of the Easement.

g. I recommend Section 8 be revised to restate the Indemnification rights under the Easement. Currently the parties agree to indemnify each other but only issues that arise out of activities taken by the public and the Village (and its agents). I have removed the original language and replaced it with standard indemnification that I recommend for municipalities, as the Village should be indemnified against The Gathering HOA's acts should they be responsible or cause any claim related to the Easement. There may be pushback on this revision and need for negotiation on whether to keep the original provision, remove all provisions regarding indemnification, or to keep the revised provision.

h. The Easement may only be amended by mutual written agreement of the parties, recorded with the Register of Deeds pursuant to Section 9.

3. Waiver of Potential Condemnation Rights. I assume the Village does not wish to condemn the Easement. The Village is required by state law to condemn the Easement, and the Village is putting itself at risk by not engaging in the condemnation procedure pursuant to Wis. Stat. Chapter 32.

   I recommend Section 7 be revised to more definitively state that this is not a Taking and to also require The Gathering HOA to execute a Waiver of Potential Condemnation Rights to Protect the Village from any taking or condemnation claims. I have revised the language of this Section and also included a sample Waiver of Condemnation Rights to be included as Exhibit C to the Agreement which would be signed by The Gathering HOA at or prior to the execution of the Easement.

   However, this does not guarantee the Village is protected from any claims The Gathering HOA may raise in this regard.

4. Exhibit B. At this point I do not have a copy of the correct map and legal description of the Easement Area to be included as Exhibit B. As such, I cannot offer any opinion as to the same or its appearance/conformance with the terms of the Easement. Village staff should carefully review and ensure Exhibit A and B are accurate. I am happy to review the same once the proper depiction of the Easement Area is located and included.

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: Debbie Michael, Village Administrator

Document Number

PUBLIC ACCESS EASEMENT AGREEMENT

This Public Access Easement Agreement (this "Agreement"), effective as of the date above the signature line below (the "Effective Date"), is by and between The Gathering Homeowners Association, Inc., its successors, heirs, and assigns (collectively, "Owner") and the Village of Summit, its agents, designees, or assigns (collectively, the "Village").

Recording Area

Name and Return Address
Village of Summit
Village Clerk
37100 Delafield Road
Summit, WI 53066

SUMT_____
Parcel Identification Number (PIN)

WHEREAS, Owner, on behalf of all lot owners in The Gathering subdivision, is the owner of unaddressed real property known as Outlot 1 on the Final Plat recorded as Document No. _____ in the Waukesha County Register of Deeds on _____ (Tax Key No.: SUMT_____), which is legally described on the attached **Exhibit A,** incorporated herein by reference (the "Property"); and

WHEREAS, as preliminarily depicted on the Final Plat of the Property, Owner granted the Village an easement for a future public parking lot and access path, the exact location of which would be determined upon the completion of a parking lot with material to be determined by the Village in the area generally shown on the Final Plat (the "Lot & Path"); and

WHEREAS, construction of the Lot & Path may be completed in the area more particularly described on the map and legal description attached as **Exhibit B** and incorporated herein by reference ("Easement Area"); and

WHEREAS, the parties desire to execute this Agreement to memorialize their rights and obligations as it relates to the construction of the Lot & Path and the Easement Area.

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

1. Grant of Easement. Owner hereby grants to the Village a permanent, non-exclusive easement over and upon the Easement Area to construct, access, repair, and maintain the Lot & Path, for the benefit of the public and permits public ingress and egress within the Easement Area for vehicular parking and pedestrian traffic (the "Easement"). Vehicular parking by the public shall be limited to the portions of the Easement Area explicitly designated for use as a parking lot in Exhibit B. Owner further grants to the Village the right of ingress and egress to operate and temporarily store necessary equipment on the Easement Area and the Property consistent with the purpose of the Village construction, repair, and maintenance of the Lot & Path.

2. Ownership of Improvements. Owner acknowledges that the improvement of the Lot & Path shall remain the Village's sole and exclusive property, subject to removal at the option of the Village. The Village shall be responsible for all maintenance of the Lot & Path within the Easement Area, including but not limited to asphalt sealing and removal of any vegetation. The Village is not obligated to remove snow or ice during the winter season.

3. Obstruction. Owner agrees that the Village may remove any obstructions that have been placed

or permitted within the Easement Area after the execution of this Agreement, and the Village is under no obligation to repair or replace any obstruction within the Easement Area that has been created or occurred after the execution of this Agreement, unless the parties otherwise agree in writing.

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

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

6. **Default**. If either party is required to enforce any provision of this Agreement, whether or not litigation is commenced, the prevailing party shall be entitled to recover, all costs and expenses, including attorneys' fees incurred in such enforcement. In addition to this Section, both parties shall still be entitled to all other rights and remedies provided by law.

7. **Waiver of Potential Condemnation Rights.** Prior to or at the time of the execution fo this Agreement, Owner shall closely review, consider, and upon agreement to the terms, execute the Waiver of Potential Condemnation Rights depicted in Exhibit C, which is attached hereto and incorporated herein by reference.

8. **Indemnification**. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by reference, the Owner 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 Village, its officers, agents, employees and independent contractors growing out of this Agreement by any party or parties.

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

[Signature Page to Follow]

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

OWNER

The Gathering Homeowners Association, Inc.

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
) ss.
_____ COUNTY)

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

_____
Notary Public, _____
Commission expires:_____

VILLAGE OF SUMMIT

By: _____
Jack Riley, Village President

Date: _____

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

Date: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this ___ day of _____, 2025, the above-named Jack Riley, Village President, and Debra Michael, Administrator-Clerk/Treasurer of the Village of Summit, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission expires: _____

This instrument drafted by:
Siepmann Realty Corp.
W240 N1221 Pewaukee Road
Waukesha, WI 53188

EXHIBIT A

Property Legal Description

OUTLOT 1 THE GATHERING being a part of the Northeast ¼ of the Southwest ¼ and part of the Northeast 1/4, Southeast ¼, Southwest ¼ and Northwest ¼ corner of Section 35, Township 7 North, Range 17 East in the Village of Summit, County of Waukesha, State of Wisconsin.

For informational purposes only:

Address: Unaddressed
Tax Key No.: SUMT0714999001

EXHIBIT B

Easement Area Map and Legal Description

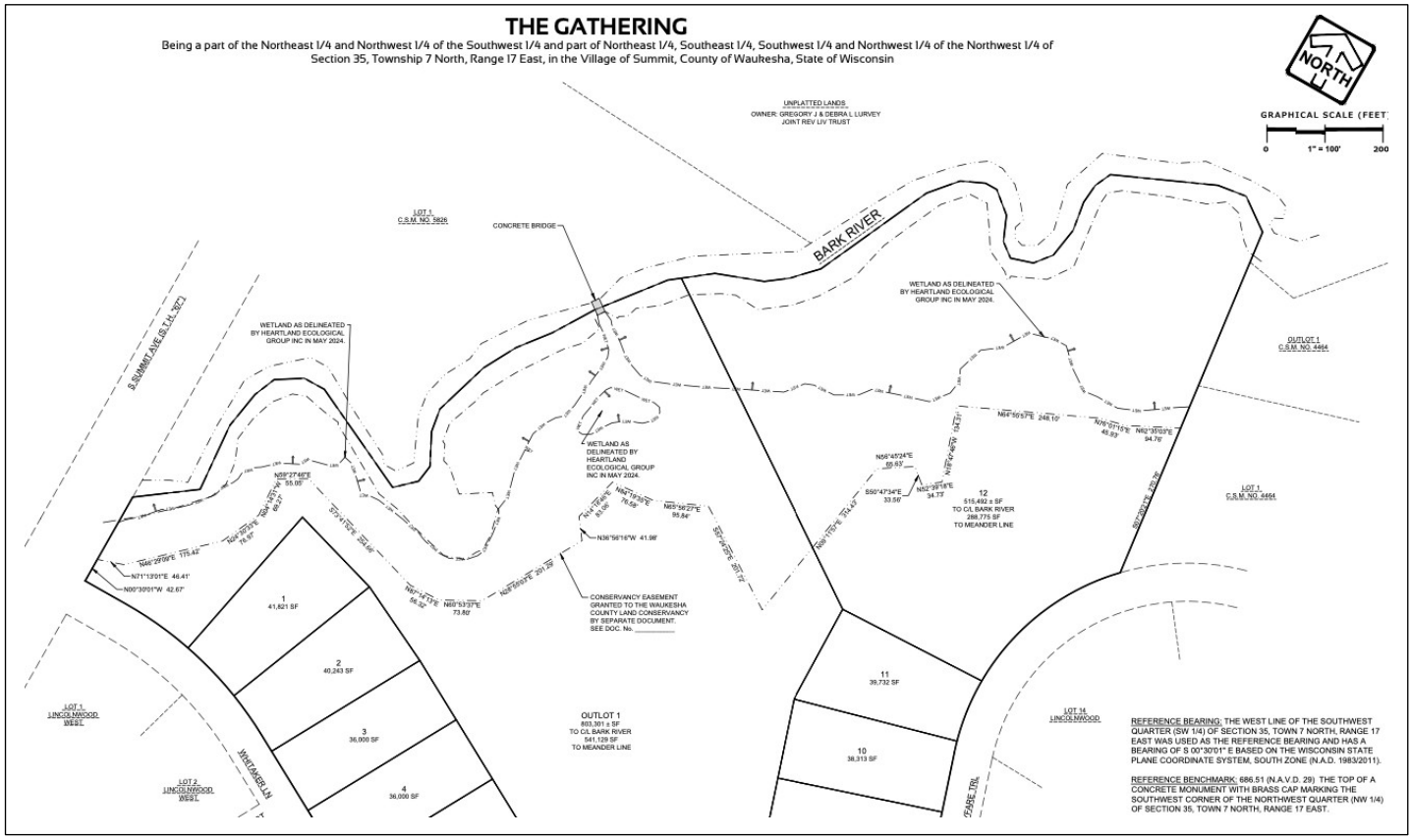


EXHIBIT C

Insert Waiver of Potential Condemnation Rights

EXHIBIT C

WAIVER OF POTENTIAL CONDEMNATION RIGHTS

WHEREAS, the undersigned is the owner of certain lands within the Village of Summit (the "Village") described in Exhibits A and B attached to the Public Access Easement Agreement; and

WHEREAS, the undersigned has voluntarily agreed to grant a Public Access Easement over said lands to the Village pursuant to the terms of the Public Access Easement Agreement by the undersigned to which this Waiver of Potential Condemnation Rights is included and incorporated therein as Exhibit C; and

WHEREAS, the undersigned understands that the Village could not condemn the subject lands without following Wisconsin Condemnation Law procedures which provide protection to the rights of the property owners including, but not limited to, obtaining an appraisal at the Village's expense and payment of fair compensation to the property owner.

NOW, THEREFORE, the undersigned hereby agrees as follows:

1. That the undersigned wishes to grant the Public Access Easement over said lands to the Village at no cost, and waive any and all condemnation rights which the undersigned may have including, but not limited to, the right to an appraisal, the right to condemnation and any and all appeal rights.

2. Among the condemnation rights that the undersigned hereby waives, but without limitation by reason of enumeration, are all of the following:

    a. The undersigned is aware that condemnation procedures would require a determination of necessity pursuant to Wisconsin Statutes Section 32.06(1) and 32.07. The undersigned is fully informed of the right to have this determination of necessity and specifically waives that right.

    b. The undersigned is aware of the right to have an appraisal pursuant to Section 32.06(2), and upon receipt of that appraisal the undersigned is aware of a right to have an appraisal prepared. The undersigned owner is fully informed of these rights and has decided to waive the right of appraisal.

    c. The undersigned is aware of the rights in condemnation proceedings to negotiate an agreed price, which would include receipt of applicable notices and pamphlets and receipt of a jurisdictional offer from the Village, including the statutory procedures described in Sections 32.06(2a) and (3), and the undersigned is fully informed of these rights. The undersigned hereby waives these rights to negotiate an agreed price and to receive a jurisdictional offer.

    d. The undersigned is aware of the right to receive a certificate of compensation stating the identity of all persons having an interest of record in the property and having the certificate served personally or by certified mail, including a statement of appeal rights related to the certificate of compensation, pursuant to Wisconsin Statutes Section 32.06(2a), and other laws. The undersigned is fully informed as to all such rights. The undersigned hereby waives all such rights.

    e. The undersigned is aware of the right to contest the right of condemnation under the circumstances described in Wisconsin Statutes Section 32.06(5) and pursuant to other laws. The undersigned is fully informed of these rights. The undersigned hereby waives the right to contest the right of condemnation.

f. The undersigned is aware of condemnation proceedings that would follow if the undersigned would not accept a jurisdictional offer, as described in Wisconsin Statute Section 32.06(7) and other laws, including the right of hearing, payment of award, and appeal rights to circuit court as described in Wisconsin Statutes Sections 32.06(8), (9) and (10) and other laws. The undersigned is fully informed of these rights to a condemnation commission hearing and appeal rights subsequent to the hearing. The undersigned hereby waives all such rights, including the right to hearing and the right to appeal.

g. The undersigned is aware of additional items that may be payable in some circumstances as described in Wisconsin Statutes Section 32.19 and other laws, including relocation payments, replacement housing, business or farm replacement payments, and the undersigned has considered whether such additional payments would be required with regard to the lands described in the Public Access Easement Agreement. The undersigned is fully aware of these rights of additional payments. The undersigned hereby acknowledges receipt of all relevant and required information regarding the same, and waives all such rights regarding additional payments.

h. The undersigned is aware that costs can be awarded in favor of a property owner in certain condemnation proceedings in some circumstances, as described in Wisconsin Statutes Section 32.28 and other laws. The undersigned is fully informed of such rights. The undersigned hereby waives all such rights.

3. The undersigned owner further states that the decision to waive all such rights was made without undue influence or coercive action of any nature by the Village or by any other party. The undersigned owner freely, willingly, and voluntarily waives all such rights with the intent to grant the Public Access Easement regarding the certain lands described on the Public Access Easement Agreement and in Exhibit B to the Public Access Easement Agreement to the Village.

DATED this _____ day of _____, 20_____.

Subject Property Owner(s)

_____

_____

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

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

_____
Notary Public, State of Wisconsin
My Commission:_____

Print name:_____

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: September 5, 2025

Re: Department of Public Works Administrative Report

DPW Crew Activities

Cemetery Activity Summary

- One burial was completed in July, and two are scheduled for September.
- 1 grave sale and 3 deed transfers occurred in August, and one grave sale and one double niche sale has been made in early September.
- A Cemetery Board meeting is tentatively schedule for October 10th at 8:30 a.m. at Village Hall.

Equipment Maintenance & Repair

- The joystick control in the JCB Loader/Backhoe has been having issues. Staff will determine if it is something that can be fixed in-house or if service will be needed to correct.

Park Activities

- Staff will be requesting direction with regard to completion of the playground equipment installation at Genesee Lake Road Park in a separate agenda item at the September 11th Village Board meeting.

Friends of Summit Parks Update

- The Friends group met on Monday, August 11th at Village Hall. The following topics were discussed at the meeting:
  - Staff provided information on vendors for pet waste disposal containers and bags, as well as benches and tables.
- The next meeting is scheduled for Monday, September 22nd at 5:30 p.m. at Village Hall.

Road Maintenance Activities

- Staff continue to address potholes throughout the Village.
- Staff have been working on chipping tree debris within the public right-of-way due to the severe weather event in early August.
- Street signs for the 2025 sign replacement program will be ordered in September, and stall will work on installations when the order is received.

- Waukesha County completed the installation of the all-way stop at the intersection of CTH BB/N Golden Lake Rd and CTH DR/Delafield Rd in mid-August. The all-way stop was also installed at CTH B/Valley Rd and CTH Z/N Silver Lake Rd.

Facilities Maintenance

- A semi tractor and fully loaded trailer entered the Village Hall parking lot off of CTH DR the weekend of August 29th and ran over a light pole and a mature tree while attempting to turn around in the lot. The Police Department was able to find the responsible party. Staff will work on light pole and base repairs and replacement of the tree.

Waukesha County Damage Assessment for Public Infrastructure (August Flooding Event)

Waukesha County Emergency Management has been working with municipalities affected by the heavy rainfall and flooding event in early August to complete community damage reports. In the event that the President declares an emergency and authorized federal assistance for this event, funding may be available to help offset response and repair costs caused by the event. There was some debris management expense to the Village (primarily right-of-way clearing of tree debris), as well as severe erosion of shoulders on N Cedar Ridge Ln. Overall, the impact to the Village's public infrastructure was minor compared to other areas of the County and state that received significantly more rainfall. Costs and required documentation were submitted to the County by the Village as part of this process.

Waukesha County EM reported that a total of 106 Public Assistance Public Damage Assessments were compiled and submitted to Wisconsin Emergency Management and FEMA, totaling $3.4 million in damages. The FEMA-approved total will likely be lower, but this figure gives a picture of the substantial damage that occurred in August.

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 in October. Assuming that a consultant is hired at that time, it is anticipated that real estate will be completed by the end of May 2026.

Due to the extension of the project, Strand Associates will be completing an amendment to the design contract (currently expires at the end of 2025). There will be some rate adjustment, as Strand will be using their updated billing rates. The additional cost is not anticipated to be significant, as the project design is mostly completed. The amendment will likely be brought to the Village Board in October.

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

Wolf Paving and their subcontractors began working on the parking lot in mid-August. The final surface of the parking lot was installed on September 5th, and the berms have been graded and are awaiting topsoil and seeding. Landscaping will be completed within the next two weeks.

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). Work has not yet been completed, and the recent flooding event has created conditions that will make the ditch grading work difficult to complete until the ground dries out.

Waterville Lake Dam Ownership Update

A separate agenda item has been included on the September 11th Village Board meeting regarding this topic.

Pabst Farms Joint Stormwater District Update

A meeting is scheduled for Wednesday, September 10th at 4:30 p.m. at Village Hall. A public hearing will be held regarding the District budget at the beginning of the meeting. A packet has been posted and may be viewed at:
https://www.oconomowoc-wi.gov/AgendaCenter/ViewFile/Agenda/_09102025-2605

Additional topics that will be discussed include:

- Stormwater Management Plans for the proposed McDonalds Project (City of Oconomowoc)
- Stormwater Management Plans for the proposed Costco Project (City of Oconomowoc)
- Conditional transfer of Lake Country Village and Interlaken Village stormwater basins 1-4

Proposed Intersection Improvements at Genesee Lake Rd and STH 67

Nothing significant to report at this time.

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

A Village Safety Committee meeting was held on August 25th at 9:00 a.m. The following topics were discussed:

- 3rd and 4th quarter safety training schedule
- Status of exterior and interior door numbering for Village Hall and DPW Building
- Update on pending safety plans/policies

The next meeting is scheduled for Monday, December 1st 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.

ATTACHMENTS: N/A

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: September 4, 2025

Re: Discussion and Action on Waterville Lake Dam Ownership

PURPOSE:
To present an update to the Village Board on the status of the Waterville Lake Dam ownership. The Village Board may choose to provide direction to staff on the next steps on how to proceed with resolving this issue with the WDNR, the Waterville Lake HOA, and the Village. *To ensure that all background information is included from the August 8, 2025 Village Board meeting and beyond, updates will be printed in blue text on future memorandums addressing this topic.*

BACKGROUND:
Please refer to the attached memorandum dated July 3, 2023 that outlines the deadlines for various action items that the WDNR has mandated for the Waterville Lake Dam, as well as the concurrence letter originally submitted by the WDNR in April of 2024. A status update for each is items has been summarized below:

Dam Ownership Transfer Permits – *originally due November 1, 2023 (extended to November 1, ~~2025~~ 2027 by WDNR)* ***Not Completed***

Real estate law requires that a WDNR permit is required for transfer lands where a dam is physically located, and permits were never obtained when ownership of the structure and embankments. The WDNR is requiring the Village (current owner of the dam structure) and Rand Mikulecky (currently owner of dam embankment) to resolve the permit transfer issues.

The Waterville Lake HOA has expressed interest in taking over ownership of the dam, but they have not yet determined if they are willing or able to do so. Some issues that they have been investigating include liability and insurance coverage, funding for future improvements, ability to obtain grants that are traditionally only available to taxing agencies, etc. The Waterville Lake HOA was also considering formation of a lake management district, which would allow them to tax district membership for maintenance and improvement costs in the future if they ultimately take over ownership of the dam. To date, it is not clear if they have approached the property owners around the lake at large to determine if there is interest in pursuing this option.

The most recent correspondence from the HOA was on July 18th, where they indicated that the Lake Association Board has hired an attorney to help them determine how best to move

forward. A subsequent email requesting more information was sent on August 6th, but a response has not been received as of the date of this report.

9/4/2025 Update:

At the August 12, 2025 Village Board meeting, direction was given to staff to reach out to the DNR in support of the Waterville Lake HOA Board's request for a two-year extension to resolve the ownership issue with the dam. The DNR responded to the HOA's and the Village's request for an extension in late August, granting an extension of the deadline for resolving the ownership until November 1, 2027.

Emergency Action Plan (EAP) and Inspection, Operation, and Maintenance Plan (IOM) - *due November 1, 2023* ***Completed***

An updated EAP and an IOM were completed by General Engineering Company for the Waterville Lake Dam in October of 2023.

Dam Failure Analysis - *due March 1, 2025* ***Completed***

A DFA was completed by Aqualis on behalf of the Waterville Lake HOA in early 2025. An updated DFA was one of the requirements included in the concurrence letter issued by the DNR in April of 2023. Aqualis gave the dam a high hazard rating in the DFA due to the impact on downstream properties if there was a failure or breach of any kind. Note that the rating was not due to the soundness of the spillway or the embankments. There has been a good amount of development downstream since the last DFA was completed in which the dam received a low hazard rating.

Additional Action Items Identified in the DFA ***Not Completed***

With the "high risk" rating, the dam is required to withstand a 1,000-year rain event, and the WDNR advised that they are concerned it would not withstand a 50-year event. The dam will need to be brought into compliance within the next 5 years, and improvements are required to the auxiliary spillway (e.g., lowering, reinforcing, etc.).

- To determine the scope of work required, an engineer will need to analyze and make recommendations.
- There are grant opportunities through the WDNR (due in March/April annually) that may retroactively include costs related to evaluating and performing work to bring a dam into compliance. Only entities with taxing authority are eligible (e.g., municipalities, lake management districts, etc.).

9/4/2025 Update:

The DNR advised the WLHOA Board that there are still a few remaining comments on the DFA that are being addressed by the consultant who prepared the analysis, after which the hazard rating will be officially assigned and the DFA certified. The WLHOA Board has expressed concern that the 5-year deadline for bringing the dam into compliance is not the 10-year timeframe that is included in the state regulations. The DNR responded that they have the authority to modify the NR333 10-year timeframe if they consider there to be a safety issue (e.g., if the dam has a hazard rating of High Hazard and the dam does not meet capacity requirements or is very undersized). They will work with the dam owners to complete the capacity analysis and any proposed modifications to achieve adequate capacity and can look at extending deadlines if

factors warrant. The WLHOA Board has indicated that they will be meeting in early September to discuss the hydrologic model and real-world data from the flood.

On September 2, 2025, the Village received a notice from the DNR that an inspection would be required on the dam. The purpose of this inspection is to ensure that there is no damage as a result of the recent heavy rainfalls and flooding. Since the Village is technically the owner of the dam structure, the Village is ultimately responsible for ensuring this inspection is completed. The notice was forwarded to the WLHOA Board to determine if they would be coordinating the inspection, and they will be discussing at their September 9th meeting. A copy of the notice has been included for reference.

RECOMMENDATION:

Village staff will continue to reach out to the Waterville Lake HOA board to determine if they wish to pursue ownership of the dam. It may be worthwhile to proactively schedule a meeting that includes HOA Board representatives, the HOA's attorney, Village staff, the Village Attorney, Trustee Arenz, and Trustee Petronovich.

Due to the proximity of the deadline for resolving the ownership issues, staff will also reach out to WDNR to determine if there is flexibility in the deadline and the permitting requirements that the Village will need to satisfy in the event that ownership of the structure remains with the Village.

ATTACHMENTS:	Staff Memorandum from July 13, 2013 Village Board meeting RE: Discussion and Action on Waterville Lake Dam Ownership (dated July 3, 2023) DNR Dam Safety Inspection Notice (dated August 27, 2025)
FISCAL IMPACT:	To be determined, based on Village Board direction.
RECOMMENDED MOTION:	To be determined, based on Village Board direction.

Attachment

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: July 3, 2023

Re: Discussion and Action on Waterville Lake Dam Ownership

PURPOSE:
To receive direction from the Village Board with regard to the ownership of the Waterville Lake Dam.

BACKGROUND:
The DNR received an inspection report that was performed in 2021 by General Engineering Company on behalf of the Waterville Lake HOA. There were several deficiencies identified in the DNR's concurrence letter that need to be addressed. A copy of the letter is attached for reference. A joint meeting between GEC, the landowners where the dam is physically located, and the DNR occurred on Monday, May 8th to discuss the next steps and timeline. The following action items were discussed:

Dam Ownership *(November 1, 2023 deadline)*

A DNR permit is required to transfer lands where a dam is physically located. Several transfers have occurred through the past several decades, and a permit was not properly obtained for any of these transactions. The DNR wants the Village and the current landowner to resolve the permit transfer issues and determine which ownership option to pursue. Currently, the Village owns the dam structure and the earthen embankments are owned by the private property owner, Rand Mikulecky. The following options are possible for ownership, if both parties agree:

- **Village retains ownership of dam structure and Mikulecky retains ownership of earthen embankments.** If this option is chosen, the private property owner would have to provide an easement to the Village for operation and maintenance of the dam. There currently is an informal agreement with the property owner to access.
- **Village retains ownership of dam structure and acquires ownership of the earthen embankments.** This option requires the property owner to agree to transfer ownership of the embankments and to provide an easement to the Village to access the dam for operation and maintenance. The property owner has indicated that he and the Waterville HOA wish to retain control of the operation of the dam, so this option may not be desirable. It also adds expense to the Village, as the Waterville Lake HOA currently funds and manages dam operation and maintenance activities.

- **Private property owner retains ownership of earthen embankments and acquires ownership of the dam structure from the Village.** This option is likely infeasible, as ownership of dams by private individuals creates a large amount of liability and is not encouraged by the DNR. The Village may not be allowed to transfer the dam back to the private property owner.
- **Village transfers ownership of the dam structure to the Waterville Lake HOA, eliminating any ownership of the dam by the Village.** This option is feasible, if the HOA is willing to take on ownership. The Village attorney directed staff to look into whether the DNR would allow for HOA ownership. The DNR's legal staff were asked if this option was possible, and they determined that the DNR would consider a transfer of the dam structure to the HOA if they were a willing and responsible party.

Dam Failure Analysis *(March 1, 2025 deadline)*

A new Dam Failure Analysis is required to be submitted to the DNR for review and approval no later than March 1, 2025. A DFA study typically costs between $10,000 and $15,000, although the costs could be higher. It is of the HOA engineer's opinion that the cost would be the responsibility of the Village. Once a new DFA is completed, Waukesha County would be required to modify the flood areas downstream of the dam. Any home impacted by the new flood information would need to deal with flood insurance.

Emergency Action Plan (EAP) & Inspection, Operation and Maintenance Plan (IOM) *(November 1, 2023 deadline)*

There is an existing EAP and IOM on file, but the DNR has updated their templates for each. They are requesting that both are updated. This should be a relatively low-cost update, as the documents already exist and simply need to be updated. The HOA's engineer would perform this work.

RECOMMENDATION:
At this time, Village staff is looking for direction from the Village Board with regard to ownership of the dam. It is recommended that staff reach out to the Waterville Lake HOA to determine if they would be willing to accept ownership of the dam structure. They desire to maintain control of the operation of the dam, so this option may be preferred. Future expense related to the dam would not be the responsibility of the Village, if this were to occur. In the event that they do not wish to obtain ownership, the Village should determine which of the remaining ownership options it would like to pursue. Additional legal opinions from the Village attorney may be required.

ATTACHMENTS:
Concurrence Letter from DNR to Rand Mikulecky and Village of Summit (dated April 14, 2023)

Email correspondence from General Engineering Company (HOA engineer) to Rand Mikulecky and Village of Summit (dated April 14, 2023)

Email correspondence from DNR to Village of Summit (dated May 25, 2023 – June 30, 2023)

FISCAL IMPACT:
$10,000 - $15,000+ for completion of a Dam Failure Analysis, in addition to miscellaneous Village attorney fees

RECOMMENDED MOTION: **Motion to direct Village staff to determine if the Waterville Lake HOA is open to the Village transferring ownership and responsibility of the Waterville Lake dam structure to the HOA.**

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
Waukesha Service Center
141 NW Barstow St. Room 180
Waukesha WI 53188

Tony Evers, Governor
Adam N. Payne, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

April 14, 2023

Rand Mikulecky
Via email:

Village of Summit
c/o Jared Beauchamp
Via email:

SUBJECT: Dam Safety Inspection – Waterville Dam, Field File # 67.43, Waukesha County

Dear Rand Mikulecky and Jared Beauchamp:

The Department of Natural Resources (DNR) received an inspection report for the Waterville Dam dated March 21, 2021, submitted by General Engineering Company under the Professional Seal of Kent Fish, P.E.. The Waterville Dam was due for a 31.19 inspection in 2022. The report and recommendations meet the requirements of Ch. 31.19, Wis. Statutes for owner-responsible inspections of large dams.

The report did not identify any deficiencies that need to be addressed at this time. The DNR reviewed the historical dam files and have identified the following items which must be addressed.

DAM OWNERSHIP

Our records indicate there have been several transfers of lands on which portions of the dams are physically located without a dam transfer permit from the DNR. Here is this history I could find in our files:

- July 15, 1960- A permit was issued to Ronald Siepmann authorizing the dam.
- March 4, 1969- The DNR denied an application by Ronald Siepmann to transfer ownership of the dam to Lawrence and Lucylie Wolf.
- Sometime in 1969 the property was transfer to the Wolfs without a permit.
- Sometime between 1969 and 1975 the property to the west of the creek was transferred to John Vincent.
- June 23, 1975- The spillway portion of the property (concrete structure) was recorded as transferred to the Town of Summit.
- June 26, 1975- Harvey and Mary Mikulecky recorded transfer of the lands to the west of the creek from John Vincent.
- November 3, 1981- Deed recorded at the register of deeds transferring the property east of the creek from the Wolfs to the Mikuleckys.
- April 11, 2022- Deed recorded as transferring the east and west portions of the property (excluding spillway) to Randall and Susan Mikulecky Living Trust.

Real estate law requires that certain provisions are met to consider the sale of the property is valid. (Wisconsin Legislature: 710.11 and Wisconsin Legislature: 31.14(4)). A DNR permit is required to transfer lands where a dam is physically located. Dam Transfer of Ownership | | Wisconsin DNR

The DNR is requiring that the Mikuleckys and the Village resolve the permit transfer issues. There are options for ownership such as easements for operation/maintenance or a full transfer to another willing entity. Given the

complexity and history, the DNR is willing to work with you through the process. Please contact me to discuss details.

If the Mikuleckys and the Village would like to maintain ownership, **please submit a transfer permit application by November 1, 2023.**

DAM FAILURE ANALYSIS

A dam failure analysis was completed for the Waterville Dam in 1996. This study generated a dam failure map which showed the area downstream of the dam that would be inundated by a failure during the 100-year event. It appears that inundation map was never adopted by Waukesha County Zoning to prevent development within that area. In addition, a new study was completed for Scuppernong Creek in 2012 and is the FEMA adopted regulatory model, which revised the flows from the previous study. The updated study has revised flows which are significantly different from the previous study. A new dam failure analysis is required to be submitted to the DNR for review and approval. This analysis will determine the hazard rating of the structure as well as provide an updated inundation map for adoption into Waukesha County's Zoning Ordinance.

Please submit a revised dam failure analysis by March 1, 2025. It is recommended to have your consultant reach out to the DNR before completing the analysis.

EMERGENCY ACTION PLAN (EAP) & INSPECTION, OPERATION AND MAINTENCE PLAN (IOM)

The DNR has an EAP and IOM on file for the Waterville Dam from 2012. The DNR has since updated the EAP and IOM templates. Emergency Action Plan (EAP) | | Wisconsin DNR and Inspection, Operation and Maintenance plan (IOM) | | Wisconsin DNR It is important to keep the EAP and IOM updated with the most current contact information.

Please submit an updated EAP and IOM to the DNR by November 1, 2023.

It may be beneficial to have a meeting between all parties to discuss options moving forward for compliance with Chapter 31 and NR333. Please reach out if you would like to have a meeting to discuss these requirements.

Based on information from your inspection and the Department's file, I completed a Sufficiency Rating for the Waterville Dam. The Sufficiency Rating is a snapshot of the dam's physical condition and compliance with NR 333 requirements. The dam is classified as **Fair** because the dam ownership issues need to be resolved as well as a revised dam failure analysis and zoning are required. The Sufficiency Rating helps the Dam Safety Program track progress of the dam and whether the Program is meeting its goal of promoting safe dams. The rating has no direct consequence of enforcement.

If you have any questions, please contact me at or

Sincerely,

Michelle Hase, P.E.
Water Management Engineer

Cc: Kent Fish, General Engineering Company

Attachment

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S Webster Street
Madison WI 53703

Tony Evers, Governor
Karen Hyun, Ph.D., Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

August 27, 2025

Kamron Nash
Village of Summit
37100 DELAFIELD RD
SUMMIT, WI 530669101

Expedited delivery via email: pwdirector@summitvillage.org

Subject: Dam Safety Inspection. Waterville Dam, Field File #: 67.43, DKSN = 221, Waukesha County.

Dear Dam Owner:

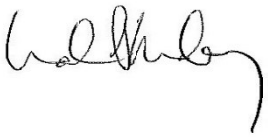
As you are aware, Wisconsin experienced extreme precipitation and subsequent extreme flooding this August. This has exposed dams in the affected areas to great stress. It is not possible to completely evaluate a dam to determine if or what damage was incurred until flood waters recede. Furthermore, due to the extent of the flood event it will be difficult for the Department of Natural Resources (DNR) to follow up on all dams impacted in a timely manner.

While the DNR is the state agency responsible for the regulation of dams, you as the dam owner have the ultimate responsibility for the safe operation and maintenance of the structure. Owners should conduct regular inspections of their dams, at least several times each year, as well as a thorough inspection after every significant flow event.

Due to the location of the Waterville Dam, it may have been impacted by the recent event, and we appreciate your attention to its condition. Therefore, we are requesting that you, as the owner of the Waterville Dam, inspect the dam (or have an engineer registered in the State of Wisconsin inspect the dam) in order to evaluate the need for repairs. Based on the findings of the inspection, the DNR will work with you to determine what repairs, if any, may be needed and whether submitting repair plans and specifications to the DNR for review and approval will be required.

Please send the findings of the inspection to Michelle Hase, the DNR Water Management Engineer (WME) assigned to Waukesha County, who can be reached at michelle.hase@wisconsin.gov or 262-282-0447. Your WME can assist you with any questions you have on how to proceed or for any information on repairing or removing your dam.
.
We appreciate your continued cooperation in maintaining safe dams in Wisconsin.

Sincerely,



Uriah P. Monday, P. E.
State Dam Safety Engineer
Wisconsin Department of Natural Resources
Madison office

cc: Michelle Hase - Wisconsin DNR, via michelle.hase@wisconsin.gov

Village Hall, 262-567-2757
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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: September 5, 2025

Re: Discussion and Action on Playground Equipment Installation at Genesee Lake Road Park

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PURPOSE:
To request direction from the Village Board on the installation of new playground equipment at Genesee Lake Road Park.

BACKGROUND:
The Village purchased new playground equipment at the end of the year in 2023 with the intent to install in 2024. Due to staffing constraints, the installation work was not completed in 2024. Funding to purchase materials, rent equipment, and perform the work was allocated to the 2025 budget. Staff removed the old equipment in early spring, which was auctioned at a profit of $735 (funds went to misc. revenue account). Staff have also been working intermittently on grading the site and preparing it for installation of the new equipment, as weather and schedules permit.

The Recreation operating budget has had three unexpected expenses that were fairly expensive at Genesee Lake Road Park this spring that impacted the recreation operating budget significantly (septic pump/float switch failure - $2,115, main water valve/plumbing repairs - $1,431, well pump sensor failure/new pressure tank installation - $2,200). The Recreation Expense operating budget account is approximately 95% expended, and there will be additional costs for utility charges that will bring the account to at or just over 100% by the end of the year. There are still several materials and equipment rentals that are required for the playground installation to move forward. Since we are nearly at budget, direction from the Village Board is required on how to proceed.

The preference of staff is to get this project completed in 2025. The DPW crew members also have expressed concerns about performing the work themselves. The work is a considerable time commitment that they have been struggling to complete, and there is some liability involved with staff performing work that they do not have previous experience with. The President of Five O's has indicated that they may be able to get some volunteers to help, but the work would have to be completed on Saturdays. This would limit the ability of staff to get the work completed quickly (it would need to be spaced out between a couple of Saturdays for volunteer help with staff working normal hours during the week), and there would be

additional overtime expense for staff that has not been included in the budget. For volunteer projects, it is recommended to have someone who is experienced in playground installations present to direct volunteers and ensure that everything is completed correctly.

A quote was solicited from the company that the equipment was purchased from, Lee Recreation, LLC, and the total cost for installation would be $15,000. They have indicated that they are able to complete the work in 2025. In the event that the work is deferred to 2026, there would not be a cost increase for installation. Lee Recreation is the sole local vendor that supplies Burke Playground Equipment in our region, and their installers are Burke certified.

There are three options that the Village Board may consider for completion of this project:

1. **Complete the Project in 2025 utilizing Professional Installers** (Preferred Option)
   This project has been deferred for an extended amount of time, and there have been concerns expressed by residents about getting the work completed. Utilizing experienced installers would result in the work being completed quickly and correctly and would free up valuable staff time for more urgent work activities.

   Funding Source:
   - **Amend the 2025 CIP to include $15,000 of park impact fees to complete the playground installation by Lee Recreation, LLC.** The playground equipment was initially purchased using park impact fees, and impact fees may be utilized to pay for capital costs associated with developing or improving park facilities that are needed to serve new development. In the approved 2025 CIP, a total of $268,953 of impact fees were approved for the construction of the Genesee Lake Road Park Parking Lot and Stormwater Facilities project. The project is anticipated to come in approximately $69,000 under budget (barring any significant change orders), and excess impact fees may be used to cover the cost of the playground installation. If this funding mechanism is selected, a draft resolution has been prepared for consideration (refer to Option 1 Resolution).

2. **Complete the Project in 2025 utilizing Village Staff**
   A conservative estimate of the additional expenses related to Village staff completing the work, including purchasing of materials and rental of equipment, is approximately $7,000.

   Funding Source:
   - **Amend the 2025 CIP to include $7,000 of park impact fees to complete the playground installation by Village staff.** If this funding mechanism is selected, a draft resolution has been prepared for consideration (refer to Option 2 Resolution).

3. **Defer the Project to 2026**
   The project may also be deferred to 2026, and appropriate funding would be included in the 2026 CIP for approval at the Village Board's direction. It is important to note that the playground area would be unusable and need to remain fenced off throughout the remainder of the year and through the winter/early spring before installation may be completed.

RECOMMENDATION:
Village staff is looking for direction from the Village Board. Specifically, does the Board wish to complete this project in 2025, or would the preference be to defer to 2026 due to budgeting constraints? Proposed motions for each option have been drafted below for consideration. Note that, per Wis. Stats. 65.90(5)(ar), a 2/3 majority approval is required by the Village Board (4 out of 5) to pass the resolution. As only 4 members are anticipated to be in attendance, all would need to approve.

ATTACHMENTS:

Lee Recreation Proposal (dated September 5, 2025)

Resolution No. 25-474 Approving an Amendment to the 2025 Capital Improvement Plan Budget for the Purpose of Installing Playground Equipment at Genesee Lake Road Park (DRAFT – Option 1)

Resolution No. 25-474 Approving an Amendment to the 2025 Capital Improvement Plan Budget for the Purpose of Installing Playground Equipment at Genesee Lake Road Park (DRAFT – Option 2)

FISCAL IMPACT: The financial impacts are described in the background information above and are dependent upon the option selected.

RECOMMENDED MOTION:

<u>Option 1</u>: Motion to approve Resolution No. 25-474 approving an amendment to the 2025 Capital Improvement Plan budget for the purpose of providing $15,000 of park impact fees for funding the hiring of a certified installation contractor to install the new playground equipment at Genesee Lake Road Park and to authorize staff to move forward with Lee Recreation LLC for the playground installation, as proposed.

<u>Option 2</u>: Motion to approve Resolution No. 25-474 approving an amendment to the 2025 Capital Improvement Plan budget for the purpose of providing $7,000 of park impact fees for funding the purchase of materials and rental of equipment to install the new playground equipment at Genesee Lake Road Park by Village staff.

<u>Option 3</u>: Motion to direct staff to defer the installation of the playground equipment at Genesee Lake Road Park to 2026 and to provide appropriate funding in the 2026 CIP for Village Board consideration.

LEE RECREATION, LLC

Providing Fun Across Wisconsin Since 1995

DATE: Sept. 5, 2025

TO: Town of Summit
37100 Delafield Rd.
Summit, WI 53066

FROM: Megan Lee Cunningham
RE: **Request for Quote**
Genesee Lake Road Park – 37505 Genesee Lake Rd. - Oconomowoc

Assembly/Installation of: **$15,000.00**

Playground Proposal #142-175534-1
- Nucleus Intensity Modular Structure
- 2 Bay Single Post Swing Assembly with 2 Belt & 2 Tot Seats
- Volta Inclusive Spinner
- Verve V Climber

Responsibilities of Town of Summit:
- Site Preparation
- Supply water for the assembly/Installation of Equipment
- Resilient Surfacing
- Site Restoration

Quote Accepted by:_____Date:_____

Terms: Net 20
Quote Effective: **Until 9-10-2025**

OPTION 1 - PROFESSIONAL INSTALLATION

STATE OF WISCONSIN VILLAGE OF SUMMIT WAUKESHA COUNTY

RESOLUTION NO. 25-474

RESOLUTION APPROVING AN AMENDMENT TO THE 2025 CAPITAL IMPROVEMENT PLAN BUDGET FOR THE PURPOSE OF INSTALLING PLAYGROUND EQUIPMENT AT GENESEE LAKE ROAD PARK

WHEREAS, the 2025 Recreation Budget included funding for various general expenses, including the installation of new playground equipment at Genesee Lake Road Park by Village Public Works staff; and

WHEREAS, the Village experienced multiple unanticipated emergency maintenance repairs at Genesee Lake Road Park during the first half of 2025 involving the septic system and water pumping and conveyance system that depleted the 2025 Recreation Budget before the new playground installation could be completed; and

WHEREAS, the installation of the new playground equipment had previously been deferred from 2024 to 2025 due to staffing shortage in 2024; and

WHEREAS, the completion of the new playground equipment installation by the end of the 2025 calendar year is in the best interest of the public; and

WHEREAS, the Public Works Director has requested that the 2025 Capital Improvement plan is revised to include allocation of $15,000 of reserved park impact fees for the purpose of hiring a certified installation contractor to install the new playground equipment at Genesee Lake Road Park; and

WHEREAS, the Village Administrator-Clerk/Treasurer has reviewed the financial impacts of the request of the Director of Public Works, and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Village Board of the Village of Summit, Waukesha, Wisconsin, that the following Capital Improvement Plan budget for 2025, to provide park impact fee funding for the purpose of hiring a certified installation contractor to install new playground equipment at Genesee Lake Road Park, is hereby approved.

		Increase/(Decrease):
Playground Equipment Installation	400-00-57400-000	$15,000
Park Impact Fees Reserve	220-00-34300-000	($15,000)

BE IT FURTHER RESOLVED THAT this resolution be published on the Village website within 15 days of adoption as prescribed under Wis. Statutes section 65.90(5)(ar).

Adopted this 11th day of September, 2025.

VILLAGE OF SUMMIT

APPROVED: ATTEST:

_____ _____

Jack Riley, Village President Debra J Michael, Village Administrator-Clerk/Treasurer

DRAFT

OPTION 2 - STAFF INSTALLATION

STATE OF WISCONSIN VILLAGE OF SUMMIT WAUKESHA COUNTY

RESOLUTION NO. 25-474

RESOLUTION APPROVING AN AMENDMENT TO THE 2025 CAPITAL IMPROVEMENT PLAN BUDGET FOR THE PURPOSE OF INSTALLING PLAYGROUND EQUIPMENT AT GENESEE LAKE ROAD PARK

WHEREAS, the 2025 Recreation Budget included funding for various general expenses, including the installation of new playground equipment at Genesee Lake Road Park by Village Public Works staff; and

WHEREAS, the Village experienced multiple unanticipated emergency maintenance repairs at Genesee Lake Road Park during the first half of 2025 involving the septic system and water pumping and conveyance system that depleted the 2025 Recreation Budget before the new playground installation could be completed; and

WHEREAS, the installation of the new playground equipment had previously been deferred from 2024 to 2025 due to staffing shortage in 2024; and

WHEREAS, the completion of the new playground equipment installation by the end of the 2025 calendar year is in the best interest of the public; and

WHEREAS, the Public Works Director has requested that the 2025 Capital Improvement plan is revised to include allocation of $7,000 of reserved park impact fees for the purpose of purchasing materials and renting equipment to install the new playground equipment at Genesee Lake Road Park; and

WHEREAS, the Village Administrator-Clerk/Treasurer has reviewed the financial impacts of the request of the Director of Public Works, and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Village Board of the Village of Summit, Waukesha, Wisconsin, that the following Capital Improvement Plan budget for 2025, to provide park impact fee funding for the purpose of installing new playground equipment at Genesee Lake Road Park by Village staff, is hereby approved.

		Increase/(Decrease):
Playground Equipment Installation	400-00-57400-000	$7,000
Park Impact Fees Reserve	220-00-34300-000	($7,000)

BE IT FURTHER RESOLVED THAT this resolution be published on the Village website within 15 days of adoption as prescribed under Wis. Statutes section 65.90(5)(ar).

Adopted this 11th day of September, 2025.

VILLAGE OF SUMMIT

APPROVED: ATTEST:

_____ _____

Jack Riley, Village President Debra J Michael, Village Administrator-Clerk/Treasurer

DRAFT

VILLAGE OF SUMMIT

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: September 5, 2025

Re: Options for filing a request to the Wisconsin DNR to investigate the parameters set per the 2010 order for Nagawicka Lake water levels and the Fish Hatchery Dam

BACKGROUND: During the recent flooding events in August, 2025, the Village received comments and concerns from Village residents and property owners with regards to the operations of the Nagawicka Lake Dam and how frequently or unfrequently the dam is opened or closed during high water events. Administrator Michael spoke with Tom Hafner, City of Delafield Administrator and Public Works Director early on and a schedule was provided as to when the City could open the gates based on lake levels.

Administrator Michael reached out to the DNR and made contact with Michelle Hase, P.E., Water Management Engineer who covers Waukesha County, who was able to provide documentation related to the order in place with the City of Delafield and we received copies of the original and current orders.

On August 20th, Administrator Michael attended the Upper Nemahbin Lake Management District Board meeting and fielded some questions/concerns from that group. As a result, the Village made a request to the City of Delafield for them to consider adjusting the rate at which they were planning to close the dam gates and increase that closure rate to allow our downstream properties and Village roads to recover from being underwater for 2 weeks. This was done after we asked the WDNR if a special circumstance would allow altered operations per the existing order.

The UNLMD was very concerned about what can be done to protect properties in the future and Administrator Michael reported that she asked the DNR if there is a process for someone to request that the DNR restudy the Nagawicka Lake levels that are in the 2010 order. The DNR

response was that yes, any person or entity may petition the DNR to investigate and establish/modify water level requirements.

The people at the UNLMD meeting were very supportive of that process and wanted to ask the Village Board if that is something the Village would consider initiating.

There is a $500 fee associated with making the request.

Administrator Michael has additionally reached out to the DNR to ask about their process for reviews of dams after flooding events and if there would be the potential for adjustments to be made to the lake levels without someone having to work through the petition process. As of this September 5, there has not been a response yet.

ATTACHMENTS: Email from DNR explaining the petition process.

FISCAL IMPACT: Dependent on Village Board direction

Staff looking for feedback on this or other ideas to better protect properties and assets in the Village from future flooding events.

Debbie Michael

From: Hase, Michelle M - DNR
Sent: Wednesday, August 20, 2025 12:47 PM
To: Debbie Michael
Subject: RE: Flooding Issues

Debbie,

The DNR may investigate/establish/modify water levels for any body of water. Generally this is done based on complaint or request. There are some instances where the DNR may initiate the water level order.

The 2010 order for Delafield was issued based on a request from the City of Delafield.

Any person or entity may petition the DNR to investigate and establish/modify water level requirements. While an Environmental Assessment is no longer required, the DNR does still review based on numerous factors. This means it may take time for the DNR to collect all of the information necessary, or request that the applicant provide the information necessary to thoroughly review the request.

To start the process, an application will need to be submitted, with a fee of $500 and a written request to:

Attention: Waterways and Wetland Permit Intake
Wisconsin Department of Natural Resources
101 South Webster Street
Madison, WI 53707-7921

The request should include at a minimum:

- Name of the waterway in question
- Location of waterway in question
- Specifically what is desired in the way of level to enable the Department to properly evaluate the request.
- Any supporting reasoning to help the Department to properly evaluate the request.

The DNR resource managers may consider the following items in their review of the proposed levels:

- To protect public rights, evaluations will consider:
  - Navigation and its incidents
  - Scenic beauty
  - Fish spawning ground and wildlife habitat
- To protect life, health and property, evaluations will consider:
  - Existing sewage systems
  - Pollution sources
  - Ice and water erosion potential
  - Flooding potential and easement requirements
  - Flow requirements to maintain water quality
  - Off-shore slopes
  - Dam structural and hydraulic adequacy
  - Agricultural or irrigation diversions and other downstream beneficial users of water.

While not required, the DNR recommends involving the dam owner in discussions and applications for setting levels. The owner may have valuable information and data such as operating procedures, water level measurements, etc. that will assist the DNR resource managers in their reviews.

Michelle Hase, P.E. (she/her)

Our core values include professionalism, integrity, and customer service.
Please visit our survey to provide feedback on your experience interacting with any DNR employee.

From: Debbie Michael <administrator@villageofsummitwi.gov>
Sent: Wednesday, August 20, 2025 12:16 PM
To: Hase, Michelle M - DNR <
Subject: RE: Flooding Issues

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Michelle –

Would the Village of Summit or a Lake Management District be able to request that the DNR restudy the Nagawicka Lake levels that are in the 2010 dam permit? If not, how often do they look to do updates over time?

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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From: Hase, Michelle M - DNR
Sent: Wednesday, August 20, 2025 10:10 AM
To: Debbie Michael <administrator@villageofsummitwi.gov>
Subject: RE: Flooding Issues

I haven't received this years operating report (sent a request to the City), but here is 2008s. In 2008 the City did attempt to hold back water to alleviate some flooding downstream and at one point they were close to overtopping and had to open their gates even further to prevent that from happening.

Michelle Hase, P.E. (she/her)

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From: Debbie Michael <administrator@villageofsummitwi.gov>
Sent: Wednesday, August 20, 2025 9:48 AM
To: Hase, Michelle M - DNR <
Subject: FW: Flooding Issues

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Good morning, Michelle -

Just checking on the request below, I am attending an Upper Nemahbin Lake Management District meeting tonight to hear from the residents with regards to the flooding and would like to have the permit reviewed beforehand if possible.

Please let me know if you are the correct person to make that request to or if I need to contact someone else.

Thanks!

Debbie Michael, WCMC
Village Administrator-Clerk/Treasurer
Village of Summit
37100 Delafield Road
Summit, WI 53066
262-567-2757
262-567-4115 Fax
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From: Debbie Michael
Sent: Tuesday, August 19, 2025 11:40 AM
To: Hase, Michelle M - DNR
Subject: RE: Flooding Issues

Hi Michelle –

Are we able to obtain a copy of the DNR Permit for the Nagawicka/City of Delafield Dam. We'd like to understand better how this works and when the current high level number was established.

Thanks!

Debbie Michael, WCMC
Village Administrator-Clerk/Treasurer
Village of Summit
37100 Delafield Road
Summit, WI 53066
262-567-2757
262-567-4115 Fax
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From: Hase, Michelle M - DNR
Sent: Friday, August 15, 2025 1:40 PM
To: Sanchez, Francesca M - DNR <administrator@villageofsummitwi.gov>
Subject: RE: Flooding Issues

Debbie Michael

Hey Debbie- do you have any specific questions? The email below is what I have put together for citizen inquiries regarding Delafield and Lower Nemahbin. Feel free to pass this along if you receive any more questions from residents.

Good afternoon,
The DNR has received several inquiries regarding high water levels along the Bark River through Lower Lake Nemahbin as well as concerns with the dam and bridge outlet to the lake. For reference, the Delafield Dam (Nagawicka) is owned by the City of Delafield and the HWY P/Lower Lake Nemahbin dam is owned by the Village of Summit.

At any given time- normal flows, low flows, high flows, dam owners are tasked with balancing water levels and outflow. Please note that Delafield Dam is not designed for flood control purposes. This means that attempting to retain flow during flood events may increase levels within the lake to levels which may be dangerous or compromising to the dam, and in particular if the water levels have not yet reached peak or more rain is in the forecast. This outcome is a much more dangerous situation than if floodwaters were allowed to pass through the dam without holding back.

Please contact the City for any specifics regarding their operation of the dam.

Michelle Hase, P.E. (she/her)

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Please visit our survey to provide feedback on your experience interacting with any DNR employee.

From: Sanchez, Francesca M - DNR
Sent: Friday, August 15, 2025 1:29 PM
To: Debbie Michael <administrator@villageofsummitwi.gov>
Cc: Hase, Michelle M - DNR
Subject: RE: Flooding Issues

Hi, Debbie,

I've included Michelle Hase, the DNR Water Management Engineer who covers Waukesha County. While we may not be able to assist with flooding, we may be able to answer questions regarding the dam.

Thank you,

Francesca Sanchez

Our core values include professionalism, integrity, and customer service.
Please visit our survey to provide feedback on your experience interacting with any DNR employee.

From: Debbie Michael <administrator@villageofsummitwi.gov>
Sent: Friday, August 15, 2025 1:27 PM
To: Sanchez, Francesca M - DNR
Subject: Flooding Issues

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Hi Francesca –

Are you the one to speak to about flooding issues here and the Nagawicka Dam?

Thanks!

Debbie Michael, WCMC
Village Administrator-Clerk/Treasurer
Village of Summit
37100 Delafield Road
Summit, WI 53066
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