



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](http://www.summitvillage.org)

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

## AGENDA

### Village Board Meeting

**Thursday, October 9, 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. PRESENTATION – Valor Award
  
5. PUBLIC COMMENT
  
6. Discussion and action on a Memorandum of Understanding for Potential Development within Pabst Farms
  
7. CONSENT AGENDA - Items listed under the Consent Agenda are considered in one motion unless a Village Board Member requests that an item be removed from the Consent Agenda
  - A. Minutes of September 11, 2025 Regular Meeting
  - B. September, 2025 payables
  - C. Accept award from Wisconsin State Patrol – Chemical Test Section for a Preliminary Breath Test FST device at not cost to the Village
  - D. Annual Agreement with Genesee Lakes Utility District
  - E. Annual Agreement with Summit Utility District #3
  - F. Annual Agreement with Silver Lake Utility District
  - G. Annual Agreement with Summit Utility District #2
  
8. PLANNING DEPARTMENT
  - A. Update on Plan Commission matters
  
9. PUBLIC WORKS DEPARTMENT
  - A. Monthly Administrative Report
  - B. Discussion and action on Intergovernmental Agreement for Recycling with Waukesha County
  - C. Discussion and action on the offer parameters for DPW Operator position
  - D. Discussion and action on Draft License Agreement for use of Genesee Lake Road Park (Village Park) by Pirate Lacrosse LLC
  - E. Discussion and action on potential off-road bike facilities on STH 67 between Aurora Drive and Normandale Drive
  - F. Discussion and action to award 2025 Catch Basin Cleaning Services Contract
  - G. Discussion and action on Bid Documents and authorization for Advertisement for Bids for Genesee Lake Road Park Dumpster Enclosure

- H. Discussion and action on Contract for Real Estate Services for the N. Dousman Road Multi-Use Trail Project
- I. Discussion and action on approval of Amendment No. 2 to the Strand Associates, Inc. Engineering Services Agreement for N. Dousman Road Multi-Use Trail Project

10. POLICE DEPARTMENT

- A. Monthly Report
- B. Discussion and action on Memorandum of Understanding (MOU) between Waukesha County Department of Health & Human Services – Child Protective Services, Waukesha County District Attorney, & Waukesha County Law Enforcement – Village of Summit Police Department

11. WESTERN LAKES FIRE DISTRICT

- A. Monthly Report

12. VILLAGE BOARD

- A. Discussion and action on setting a Public Hearing per Wisconsin Statutes Section 66.0617(3) for a proposed amendment to Chapter 14, Fees, Article IV, Impact Fees, Section 14-112, Enactment of impact fee of the Code of Ordinances for the Village of Summit, Wisconsin
- B. Discussion and action on Resolution #25-477 Resolution to Establish a Schedule of Fees as Authorized by the Summit Municipal Code
- C. Discussion and action on Resolution supporting the expansion of Interstate 94 in Western Waukesha County
- D. Discussion and action on 2026 Capital Improvement Budget
- E. Discussion and action on 2026 Operating Budget
- F. Discussion and action to set a date and time for the 2026 Budget Public Hearing
- G. Discussion and action to set items for November 13, 2025 regular Village Board meeting

13. ADJOURN VILLAGE BOARD MEETING

Respectfully Submitted,

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

**Next Regular Meeting: November 13, 2025**

**Posted: October 6, 2025**

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



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

### MEMORANDUM

To: Village Board

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: October 6, 2025

Re: Discussion and action on Memorandum of Understanding (MOU) for Potential Development within Pabst Farms

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**BACKGROUND:** A press release, attached, was published in the Oconomowoc Enterprise, shared on social media by the Oconomowoc Enterprise and the Freeman, and posted to the News & Notices on the Village website and sent to subscribers of the Village's list on Thursday, October 2. It informed readers of a potential 210-acre mixed-use development project in Pabst Farms that would include land within both Summit and City of Oconomowoc. As noted in the article, "A lot of work still needs to be done on the proposal, including land use mix and densities, traffic impacts, environmental reviews, financing, phasing, and public input." Approval of a Memorandum of Understanding (MOU) is what starts the process.

The purpose of the MOU is to agree to the consideration of and to provide structure and timelines to facilitate the analysis of the proposed development of lands control by Developer. This includes deliverables from the Developer which include:

- Proposed Project Team
- Market Analysis and Proposed Project Positioning
- Master Plan
- Financial Model
- Implementation Plan and Schedule

Additional Tasks to be completed are:

- Municipalities Review
- Development Undertakings
  - > Creation of Tax Increment District ("District")
  - > District Financing

- > Rezoning
- > Grant Assistance
- > Development Agreements
- Timeline
- Publicity
- Reimbursement of Professional Fees

Attorney Macy and City of Oconomowoc's Attorney Riffle have prepared and revised this document based on feedback from all parties.

ATTACHMENTS: Press Release, MOU

FISCAL IMPACT: Dependent on action taken

**RECOMMENDED**

**MOTION:** To agree to all conditions and approve the Memorandum of Understanding between the Village of Summit, City of Oconomowoc, Pabst Farms Development Inc. and Cobalt Partners, LLC.

## **Oconomowoc and Summit Explore Potential Pabst Farms Development**

The City of Oconomowoc and the Village of Summit are pleased to announce that they are jointly exploring the potential for a 210-acre development within Pabst Farms. The project is being brought forward by Pabst Farms Development, the landowner, and Milwaukee-based Cobalt Partners, and would comprise lands within both municipalities.

Village of Summit President Jack Riley noted that this approach allows the Village and City to review a proposal for development together rather than pursuing fragmented projects. “Although we are in the very preliminary stages of discussion, the Village and City have an opportunity to work together to review a comprehensive proposal for development on the remaining lands within Pabst Farms as opposed to considering disconnected efforts that could result in projects that may not complement each other or our respective communities,” Riley said.

City of Oconomowoc Mayor Robert Magnus echoed that sentiment and praised the vision for a balanced mixed-use neighborhood. “We are pleased to see the thoughtful planning for a collaborative mixed-use development to complete the eastern half of the Pabst Farms development,” Magnus said.

### **Early Collaboration and Due Diligence**

Both Magnus and Riley acknowledge that many critical elements must be addressed before any consideration of project approval. These include land-use mix and densities, traffic impacts, environmental reviews, financing, phasing, and public input.

Brian Bell, representing Pabst Farms Development, emphasized that this is just the start of a community conversation: “We see this project as an opportunity to reinforce the live-work-play promise of Pabst Farms while respecting the character of both communities. Our team looks forward to working with Oconomowoc and Summit leaders to create a thoughtful master plan that invites input from residents at every step.”

Scott Yauck, Founder/CEO of Cobalt Partners, highlighted the company’s track record on similar projects and commitment to community partnerships: “Cobalt Partners has always believed in projects that add real value to communities. With Pabst Farms, we see a chance to collaborate with municipal leaders and neighbors to shape a mixed-use district that blends rural character with modern vitality and creates a place where families, businesses and nature grow together. We are excited to start that conversation.”

Encompassing a site that bridges municipal lines, this initiative creates a rare opportunity to think bigger than jurisdictional boundaries. President Riley and Mayor Magnus believe that the project will spur creativity and unify their teams around a shared vision for a

high-quality district that reflects the values of both communities. They expressed confidence that the partnership and expertise on both sides will yield an outcome greater than either could achieve alone.

## Next Steps and Public Information Meeting

The City and Village will work with Pabst Farms Development and Cobalt Partners to define the scope of the proposal, conduct technical studies, and schedule opportunities for public input. An initial Public Information Meeting hosted by the developer is planned for **October 23, 2025, from 5:00 p.m. to 7:00 p.m. at Summit Elementary School, 1680 Valley Road, Oconomowoc.** Residents, business owners, and stakeholders are encouraged to attend to learn more and share their perspectives.

## Conceptual Map

The approximate boundaries of the potential development are illustrated below.



## Debbie Michael

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**From:** Stan Riffle <sri>  
**Sent:** Thursday, October 2, 2025 2:48 PM  
**To:** Scott Yauck; Debbie Michael; Mark Frye; Robert Magnus; Jason Herzog; Jason Gallo; Robert Duffy; Steve Hatton; Jack Riley; Kamron Nash; Amy Barrows; ; John Macy; Brian Bell; Dan Roskopf  
**Cc:** Jamie Stefan; Beth Ostrowski  
**Subject:** Re: Pabst Farms Discussion | MOU  
**Attachments:** Oconomowoc-Summit Cobalt MOU 10-2-25.docx

Good afternoon:

John and I have reviewed Scott's revisions and find them acceptable. Please take one final look and advise of any concerns.

Stan

**Municipal** LAW  
& LITIGATION GROUP

H. Stanley Riffle

Municipal Law & Litigation Group, SC

730 N. Grand Ave.

Waukesha, WI 53186

(262) 548-1340

(262) 806-0214 (direct)

[sriffle@ammr.net](mailto:sriffle@ammr.net)

Website: [www.municipallawsc.com](http://www.municipallawsc.com)

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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Memorandum”) is entered into as of the \_\_\_\_ day of October, 2025 (“Effective Date”), by and among the City of Oconomowoc, Wisconsin (“City”), the Village of Summit, Wisconsin (“Village”) (collectively, the City and Village shall be referred to as “Municipalities”) and Pabst Farms Development Inc. and Cobalt Partners, LLC (collectively, and including their respective successors and assigns, “Developer”).

### 1. **Background**

- a) The Developer controls certain parcels of land located within the area depicted as the “Proposed Project Area” on Exhibit A. The Proposed Project Area comprises approximately 210 gross acres and is situated in both the Village and City.
- b) The Developer’s proposed development is intended to be a regional, mixed-use development.
- c) The Municipalities and Developer (collectively, the “Parties”) intend that the proposed development will be structured as a public/private partnership.
- d) The Parties have been in preliminary discussions concerning the benefits of the Proposed Project Area being cohesively developed and the Parties working together to accomplish the same.
- e) To assist in furthering the consideration of and to provide structure and timelines to facilitate the analysis of the proposed development, the Parties have agreed to enter this Memorandum.

### 2. **Deliverables**

- a) During the term of this Memorandum, the deliverables referenced in Sections 3-7, related to the proposed development, will be developed by the Developer and provided to the Municipalities at the Developer’s sole expense.

### 3. **Proposed Project Team**

- a) The Developer shall assemble a Project team of individuals or companies, or both, with knowledge of and experience in commercial, retail and residential

development in Southeast Wisconsin (“Proposed Project Team”). The Proposed Project Team shall be familiar with the Municipalities’ market area.

- b) On or before thirty (30) days after the Effective Date, the Developer shall provide the Municipalities with written confirmation of the Proposed Project Team members and, if requested by the Municipalities, provide background or biographical information for each member of the Proposed Project Team.

4. **Market Analysis and Proposed Project Positioning**

- a) The Developer shall, with the assistance of the Proposed Project Team, prepare a market analysis for the proposed development and a competitive positioning summary (collectively, “Market Analysis”) which identifies, in the opinion of the Proposed Project Team, the highest and best use and development for the Proposed Project Area in the context of market feasibility and in a manner consistent with the Municipalities’ land use planning and zoning or appropriate modifications thereto.
- b) On or before sixty (60) days after the Effective Date, the Developer shall provide the Municipalities with the Market Analysis.

5. **Master Plan**

- a) The Developer shall, with the assistance of the Proposed Project Team, prepare a master plan for the proposed development that identifies (i) proposed uses consistent with the Market Analysis, (ii) site plans showing proposed building pads, parking, public and private roads, green spaces, and (iii) building design concepts and related aesthetic features (“Master Plan”). The Municipalities will assist the Developer in the identification and location of the public infrastructure reasonably necessary to serve the development.
- b) The Developer shall, upon request of the Municipalities, prepare a Traffic Impact analysis to aid in development of the Master Plan.
- c) On or before seventy-five (75) days after the Effective Date, the Developer shall provide the Municipalities with the Master Plan.

6. **Financial Model**

- a) The Developer shall, with the assistance of the Proposed Project Team and Municipalities' financial consultant and staff, prepare a financial plan for the proposed development including (i) anticipated tax incremental value for the development broken down into component parts identifying the type of use or proposed development and its related proposed development value, (ii) the timing for the creation of tax increment, and (iii) the estimated proposed development costs including public and private infrastructure costs (collectively, "Financial Model"). The Financial Model shall also include such other information as is reasonably necessary to support the conclusions set forth in the Financial Model including, but not limited to, the assumptions relied upon by the Developer in establishing the Financial Model. The Municipalities will assist the Developer in identifying public infrastructure costs associated with the proposed development and other costs, if any, incurred or expected to be incurred within the proposed development and the associated timing of such expenditures.
- b) On or before ninety (90) days after the Effective Date, the Developer shall provide the Municipalities with the Financial Model and the supporting information.

7. **Implementation Plan and Schedule**

- a) The Developer shall, with the assistance of the Proposed Project Team, prepare a plan and schedule that identifies (i) marketing concepts to be implemented to facilitate the proposed development in accordance with the Master Plan and Financial Model, (ii) proposed Developer and Municipalities actions to be taken to implement the Master Plan and facilitate the proposed development, and (iii) the timing for the performance of each activity deemed reasonably necessary for the implementation of the Master Plan (collectively, "Implementation Plan").
- b) On or before ninety (90) days after the Effective Date, the Developer shall provide the Municipalities with the Implementation Plan.

8. **Municipalities Review.** The Municipalities will promptly review each deliverable provided by the Developer as outlined in Sections 3-7 related to issues that include but are not limited to land use planning, zoning, and expectations for development within the Proposed Project Area (collectively, "Municipalities Goals"). Not later than within thirty (30) days of the Municipalities' receipt of a deliverable, the Municipalities will discuss the

deliverable with the Developer and will provide the Developer with any comments the Municipalities may have related to the deliverable considering the Municipalities Goals. In the event the Municipalities, in their reasonable discretion, determine that proceeding with the finalization of the next deliverable would not be useful or beneficial for the Municipalities, or either of them, the Municipalities shall advise the Developer and the Developer or the Municipalities may discontinue its or their respective obligations under the Memorandum.

9. **Development Undertakings.** During the term of this Memorandum, the Parties shall discuss the appropriateness of entering into additional agreements deemed reasonably necessary to facilitate development within the Proposed Project Area considering the deliverables received by the Municipalities. The Parties agree to pursue in good faith implementation of the following undertakings, subject to applicable governmental approval processes; however, there is no obligation on the part of the Parties to reach an agreement on any one or more of the undertakings.

a) **Creation of Tax Increment District (“District”).** Creation of a District, which shall encompass, at a minimum, all the Proposed Project Area.

b) **District Financing.** Subject to the Municipalities’ review of the Financial Model, financing and funding of proposed development costs by the District in amounts to be determined and identified within the Development Agreement (as defined below) including the following:

- Public benefits;
- Capital costs;
- Financing costs;
- Real property assembly costs;
- Professional service costs;
- Imputed administrative costs;
- Relocation costs;
- Organizational costs;
- Public infrastructure costs;
- Environmental remediation costs;
- Cash grants or incentives;
- Other permitted “Proposed Project Costs” under §66.1105 of the Wisconsin Statutes

- c) **Rezoning.** Subject to the Municipalities' review of the Market Analysis and Master Plan, and further subject to all applicable legal processes, the Municipalities will consider the appropriate rezoning of the Proposed Project Area by the Municipalities to support implementation of the Master Plan.
  - d) **Grant Assistance.** Seeking grant assistance to the extent reasonably available.
  - e) **Development Agreements.** Negotiation and execution of a tax increment agreement and a development agreement governing the foregoing matters along with such other matters as are customary or appropriate for a development of the nature contemplated hereunder.
10. **Timeline.** To facilitate the schedule outlined in connection with the deliverables referenced in Sections 3-8 above and implementation of the proposed development, the Municipalities and Developer shall work in good faith to develop a detailed term sheet and/or agreement outlines for the foregoing undertakings within ninety (90) days following execution of this Memorandum.
11. **Publicity.** Except to the extent the same is required as part of any public approval process or otherwise under applicable law, no party shall issue any press release or make any public announcement or statement regarding matters contained within this Memorandum, without the approval of the other parties.
12. **Reimbursement of Professional Fees.** The Municipalities will incur third party professional fees, including but not limited to fees incurred in designing and planning the extension of public infrastructure to service the development and to analyze the Financial Model. These fees may include professional services rendered by engineers, attorneys and financial advisors (together, "Professional Fees"). Developer agrees to pay the Municipalities' invoices for Professional Fees reasonably incurred and directly related to the Proposed development within 30 days of the issuance of the Municipalities' invoice identifying such Professional Fees. Professional Fees that remain unpaid by Developer within 30 days following Developer's receipt of invoices from the Municipalities shall bear interest at the rate of eight (8%) percent per annum until paid. Developer shall not be liable to reimburse any Professional Fees incurred by the Municipalities to the extent that the Professional Fees relate to properties or developments other than the proposed

development. The parties also agree to negotiate in good faith to fund some or all the Professional Fees described in this Memorandum as proposed development costs in a tax incremental district which may be formed to facilitate the proposed development and other area development.

13. **Miscellaneous.** Developer may not assign this Memorandum without the prior written consent of the Municipalities. The Municipalities hereby consent to the assignment of this Memorandum by Developer to any affiliate of Developer. No modification or amendment to this Memorandum shall be binding upon either party until such modification or amendment is reduced to writing and executed by both parties. This Memorandum may be signed in any number of counterparts with the same effect as if the signatures were upon the same instrument. A facsimile or digital signature has the same effect as an original signature. If any provision in this Memorandum is held to be unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
14. **Termination of Memorandum.** This Memorandum may be terminated upon ten (10) days' written notice from Developer to the Municipalities, provided that Developer shall remain liable to pay to the Municipalities all Professional Fees directly relating to the proposed development incurred prior to such termination.
15. **Governing Law.** This Memorandum will be interpreted pursuant to Wisconsin law and any disputes as to the terms, obligations or enforcement of this Memorandum shall be reviewed in the Circuit Court for Waukesha County. The parties to this Memorandum hereby consent to that venue.
16. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be delivered, in person or via overnight courier or first class U.S. mail, to the parties at the following addresses (or such other addresses which the parties provide each other with notice in the manner specified in this section).

**VILLAGE OF SUMMIT**  
Debbie Michael, WCMC  
Village Administrator-Clerk/Treasurer  
37100 Delafield Road  
Summit, WI 53066

**CITY OF OCONOMOWOC**  
Mark Frye, City Administrator  
City of Oconomowoc  
174 E. Wisconsin Avenue  
Oconomowoc, WI 53066

**DEVELOPER**

**C/O COBALT PARTNERS, LLC**  
Scott Yauck, President  
400 N. Broadway, Suite 100  
Milwaukee, WI 53202

17. **Binding Obligations.** Except for Sections 11 and 12, which sections are intended to be binding upon the Parties, **this Memorandum shall not be binding upon the Parties other than to impose an obligation to negotiate in good faith** with respect to the matters described herein and, in such case, only to the extent otherwise permitted by applicable law.

*(Signatures appear on the following page)*

The Parties have executed this Memorandum as of the Effective Date, as set forth in the opening paragraph.

**MUNICIPALITIES:**

CITY OF OCONOMOWOC

By: \_\_\_\_\_  
Robert P. Magnus, Mayor

VILLAGE OF SUMMIT

By: \_\_\_\_\_  
Jack Riley, Village President

**DEVELOPER:**

COBALT PARTNERS, LLC

By: \_\_\_\_\_  
Scott Yauck, President

PABST FARMS DEVELOPMENT INC.

By: \_\_\_\_\_  
Brian Bell, Manager

**Exhibit A**



VILLAGE OF SUMMIT  
 Payables Report for  
 October 9, 2025 Meeting  
 Prepared by Debbie Michael

**Summary of September, 2025 Payables**

**Paid Check Batches:**

\$ Amount	Description
53,449.45	Mid Month checks
-----	
Total \$ 53,449.45	

**Batches For Payment:**

\$ Amount	Description
146,894.88	August Payables
1,688.38	Credit Card
-----	
Total \$ 148,583.26	

**Total September Payables for Approval: \$ 202,032.71**

Approved by the Summit Village Board on this the 9th day of October, 2025

<b>Engineering</b>	<b>\$</b>	<b>23,470.12</b>
Village		15,555.82
Billed		7,914.30
<b>Planning</b>		
Planner		6,240.00
Special Project		-
Billed		2,760.00
<b>Legal</b>	<b>\$</b>	<b>17,107.45</b>
Village		7,476.30
Billed		9,631.15

BANK 59

ALL Checks

Posted From: 9/15/2025 From Account:  
Thru: 10/07/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
WDC 8/5 9/23/2025		EMPOWER RETIREMENT - WDC	
AUG 5 PAYROLL			Manual Check
100-00-21525-000-000	ROTH		1,038.77
	AUG 5 PAYROLL	1338108926	
100-00-21526-000-000	457 DEF COMP		2,773.77
	AUG 5 PAYROLL	1338108926	
			Total 3,812.54
WDC 08/20 9/23/2025		EMPOWER RETIREMENT - WDC	
AUG 20 PAYROLL			Manual Check
100-00-21525-000-000	ROTH		1,236.07
	AUG 20 PAYROLL	1338109478	
100-00-21526-000-000	457 DEF COMP		2,771.07
	AUG 20 PAYROLL	1338109478	
			Total 4,007.14
WDC 09/05 9/23/2025		EMPOWER RETIREMENT - WDC	
SEPT 5 PAYROLL			Manual Check
100-00-21525-000-000	ROTH		1,138.50
	SEPT 5 PAYROLL	1338109889	
100-00-21526-000-000	457 DEF COMP		2,773.50
	SEPT 5 PAYROLL	1338109889	
			Total 3,912.00
WDC 09/19 9/23/2025		EMPOWER RETIREMENT - WDC	
SEPT 19 PAYROLL			Manual Check
100-00-21525-000-000	ROTH		1,148.21
	SEPT 19 PAYROLL	1338110338	
100-00-21526-000-000	457 DEF COMP		2,783.21
	SEPT 19 PAYROLL	1338110338	
			Total 3,931.42
PTAX WK 38 9/19/2025		SIKICH - PAYROLL TAXES	
PAYROLL TAXES			Manual Check
100-00-21511-000-000	SS/MEDICARE TAXES PAYABLE		4,411.70
	PAYROLL TAXES	WK 38 2025	
100-00-21511-000-000	SS/MEDICARE TAXES PAYABLE		1,031.74
	PAYROLL TAXES	WK 38 2025	
100-00-21512-000-000	FEDERAL W/H TAXES PAYABLE		7,469.61
	PAYROLL TAXES	WK 38 2025	

BANK 59

ALL Checks

Posted From: 9/15/2025 From Account:  
Thru: 10/07/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
100-00-21513-000-000		STATE TAX W/H TAX PAYABLE	2,983.86
		PAYROLL TAXES WK 38 2025	
100-00-21511-000-000		SS/MEDICARE TAXES PAYABLE	5,443.44
		PAYROLL TAXES WK 38 2025	
<b>Total</b>			<b>21,340.35</b>

HLTH INS OCT 9/24/2025 EMPLOYEE TRUST FUNDS - INSURANCE  
EMPLOYEE SHARE HLTH

Manual Check

100-00-21530-000-000		INSURANCE PAYABLE	2,220.43
		EMPLOYEE SHARE HLTH OCT 2025	
100-00-51420-132-000		ADMIN C/T INSURANCE	944.77
		HEALTH INS VILLAGE PORTION OCT 2025	
100-00-52100-132-000		POLICE INSURANCE	9,808.50
		HEALTH INS VILLAGE PORTION OCT 2025	
100-00-53300-132-000		PUBLIC WORKS INSURANCE	3,269.50
		HEALTH INS VILLAGE PORTION OCT 2025	
<b>Total</b>			<b>16,243.20</b>

PYRLFEE 9/19 9/25/2025 SIKICH LLP WI  
9/19 PAYROLL

Manual Check

100-00-51600-210-000		VILLAGE HALL 3RD PARTY ADMIN	202.80
		9/19 PAYROLL 09192025	
<b>Total</b>			<b>202.80</b>

**Grand Total 53,449.45**



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



**ACCOUNT NUMBER**  
**STATEMENT DATE** 09-25-2025  
**AMOUNT DUE** \$1,688.38  
**NEW BALANCE** \$1,688.38  
PAYMENT DUE ON RECEIPT



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

**AMOUNT ENCLOSED**  
\$ 1,688.38

Please make check payable to  
U.S. BANK

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

Please tear payment coupon at perforation.

**CORPORATE ACCOUNT SUMMARY**

VILLAGE OF SUMMIT	Previous Balance	Purchases And Other Charges +	Cash Advances +	Cash Advance Fees +	Late Payment Charges	Credits -	Payments -	New Balance =
Company Total	\$5,500.67	\$1,688.38	\$0.00	\$0.00	\$0.00	\$0.00	\$5,500.67	\$1,688.38

**CORPORATE ACCOUNT ACTIVITY**

Post Date	Tran Date	Reference Number	Transaction Description	Amount
09-15	09-15		AUTO PAYMENT DEDUCTION	5,500.67 CR
<b>TOTAL CORPORATE ACTIVITY</b>				\$5,500.67 CR

**NEW ACTIVITY**

Post Date	Tran Date	Reference Number	Transaction Description	Amount
MICHAEL J HARTERT				
		CREDITS		\$0.00
		PURCHASES		\$496.55
		CASH ADV		\$0.00
		TOTAL ACTIVITY		\$496.55
09-16	09-15	24116415259480997754224	AURORA PATIENT PAYMENT 888-863-5502 WI	25.00
09-24	09-24	24204295267000400138028	MSFT ' E0400XADFP 800-6427676 WA	128.00
09-25	09-24	24430995267491088003819	CDW GOVT #AG2CP3E 800-808-4239 IL	317.44
09-25	09-24	2469216526710343378788	AMAZON MKTPL'W67N18WB3 AMZN.COM/BILL WA	26.11

52100 -  
390  
|

**CUSTOMER SERVICE CALL**

**ACCOUNT NUMBER**

**ACCOUNT SUMMARY**

STATEMENT DATE 09/25/25  
DISPUTED AMOUNT .00

PREVIOUS BALANCE	5,500.67
PURCHASES & OTHER CHARGES	1,688.38
CASH ADVANCES	.00
CASH ADVANCE FEES	.00
LATE PAYMENT CHARGES	.00
CREDITS	.00
PAYMENTS	5,500.67
<b>ACCOUNT BALANCE</b>	<b>1,688.38</b>

**SEND BILLING INQUIRIES TO:**

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

**AMOUNT DUE**

**1,688.38**



Company Name: VILLAGE OF SUMMIT
Corporate Account Number:
Statement Date: 09-25-2025

**NEW ACTIVITY**

DEPT OF PUBLIC WORKS		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$0.00	\$75.01	\$0.00	\$75.01
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
09-04	09-02	24639235246900015642255	BLIFFERT LUMBER & FUEL CO WAUKESHA WI	47.20	55200-
09-05	09-04	24692165247107993768951	AMAZON.COM*1U6AW5663 AMZN.COM/BILL WA	27.81	390 53300- 290

VILLAGE OF SUMMIT		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$0.00	\$1,116.82	\$0.00	\$1,116.82
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
09-01	09-01	24204295244000200892046	MSFT * E0800XBDKB 800-6427676 WA	160.00	51600-220
09-08	09-05	24692165248108788695093	VZWRLLSS*APOCC VISB 800-922-0204 FL	190.05	52100-270
09-09	09-08	24692165251101705820096	SPECTRUM 855-707-7328 MO	550.00	
09-09	09-08	24692165251101705829766	SPECTRUM 855-707-7328 MO	136.77	
09-09	09-08	24692165251101705841209	SPECTRUM 855-707-7328 MO	80.00	51600-220

Department: 00000 Total: \$1,688.38  
 Division: 00000 Total: \$1,688.38



10/06/2025 11:26 AM

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

Page: 1  
ACCT

Dated From: 10/10/2025 From Account:  
Thru: 10/10/2025 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
10/10/2025 ACCURATE APPRAISAL LLC			
OCT 2025			
100-00-51530-290-000		ASSESSOR O/S SERVICES	2,500.00
	OCT 2025	5727	
			Total 2,500.00
10/10/2025 BRENT BEST			
MIDWEST IND MAG546-BLK			
100-00-52100-313-000		POLICE CLOTHING ALLOW	42.00
		MIDWEST IND MAG546-BLK 429860	
			Total 42.00
10/10/2025 BROOKS TRACTOR INC			
SPRING PLUNGER			
100-00-54910-390-000		CEMETERY EXPENSE	102.03
		SPRING PLUNGER T28451	
			Total 102.03
10/10/2025 BUELOW VETTER BUIKEMA OLSON & VLIET LLC			
DPW PERSONNEL MATTER			
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	963.00
		DPW PERSONNEL MATTER 110	
			Total 963.00
10/10/2025 COREY OIL LTD			
85 GAL GAS			
100-00-52100-250-000		POLICE FUEL	235.03
		85 GAL GAS 403192	
100-00-52100-250-000		POLICE FUEL	797.47
		303.8 GAL GAS 402575	
100-00-52100-250-000		POLICE FUEL	551.27
		200.1 GAL GAS 403156	
100-00-52100-260-000		POLICE SQUAD REP & MAINT	83.70
		WINDSHIELD WASHER 614596	
100-00-53300-350-000		PUBLIC WORKS EQUIP MAINT	27.00
		WINDSHIELD WASHER 61496	
100-00-53300-250-000		PUBLIC WORKS FUEL	615.00
		200 GAL DIESEL 402574	

10/06/2025 11:26 AM

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

Page: 2  
ACCT

Dated From: 10/10/2025 From Account:  
Thru: 10/10/2025 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-53300-250-000		PUBLIC WORKS FUEL	777.10
	258.6 GAL DIESEL	403191	
		Total	3,086.57
<hr/>			
	10/10/2025	CREATIVE IMAGING PRODUCTS LLC	
	COPIES 6/12 - 9/19		
100-00-51600-390-000		VILLAGE HALL EXPENSE	394.50
	COPIES 6/12 - 9/19	6952MA	
		Total	394.50
<hr/>			
	10/10/2025	DAN PLAUTZ CLEANING SERVICE, INC.	
	SEPT CLEANING		
100-00-51600-280-000		VILLAGE HALL CLEANING	780.00
	SEPT CLEANING	9101	
		Total	780.00
<hr/>			
	10/10/2025	DEBRA MICHAEL	
	PARKING IN MILWAUKEE FOR LEAGUE CONF		
100-00-51420-321-000		ADMIN C/T DUES & TRAINING	15.00
	PARKING IN MILWAUKEE FOR LEAGUE CONF	09182025	
100-00-51420-321-000		ADMIN C/T DUES & TRAINING	15.00
	PARKING IN MILWAUKEE LEAGUE CONF	09192025	
		Total	30.00
<hr/>			
	10/10/2025	DIVERSIFIED BENEFIT SERVICES INC	
	SEPT ADMIN FSA		
100-00-51600-210-000		VILLAGE HALL 3RD PARTY ADMIN	95.00
	SEPT ADMIN FSA	454370	
		Total	95.00
<hr/>			
	10/10/2025	GFL ENVIRONMENTAL	
	AUG 2025 2297 HH		
100-00-53620-000-000		GARBAGE & RECYCLING	42,399.99
	AUG 2025 2297 HH	U70000294564	
		Total	42,399.99
<hr/>			
	10/10/2025	HAAS BADGE & EMBLEMS	
	MEDAL OF VALOR		
100-00-52100-313-000		POLICE CLOTHING ALLOW	104.50
	MEDAL OF VALOR	5611	

Dated From: 10/10/2025 From Account:  
 Thru: 10/10/2025 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
<b>Total</b>			<b>104.50</b>
10/10/2025 INTOXIMETERS			
500 MOUTHPIECES			
100-00-52100-390-000		POLICE EXPENSE	140.00
		500 MOUTHPIECES	79683
<b>Total</b>			<b>140.00</b>
10/10/2025 ITU ABSORB TECH INC			
UNIFORMS			
100-00-53300-390-000		PUBLIC WORKS EXPENSE	7.40
		UNIFORMS	8595897
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	18.79
		MATS/TOWELS	8595897
100-00-53300-390-000		PUBLIC WORKS EXPENSE	7.40
		UNIFORMS	8603428
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	140.31
		MATS/TOWELS	8603428
100-00-53300-390-000		PUBLIC WORKS EXPENSE	7.40
		UNIFORMS	8607060
100-00-53300-390-000		PUBLIC WORKS EXPENSE	7.40
		UNIFORMS	8599685
<b>Total</b>			<b>188.70</b>
10/10/2025 JOHNSON'S NURSERY LLC			
SEPT 13 YARDWASTE			
100-00-53620-000-000		GARBAGE & RECYCLING	300.96
		SEPT 13 YARDWASTE	09255200
<b>Total</b>			<b>300.96</b>
10/10/2025 KONTNEY COMPUTER GROUP			
ADOBE ISSUES W/PD CLERK			
100-00-52100-390-000		POLICE EXPENSE	75.00
		ADOBE ISSUES W/PD CLERK	26133
<b>Total</b>			<b>75.00</b>
10/10/2025 LAKE & COUNTRY TIRE			
REPAIR TIRE			
100-00-54910-390-000		CEMETERY EXPENSE	44.00
		REPAIR TIRE	13070

10/06/2025 11:26 AM

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

Page: 4  
ACCT

Dated From: 10/10/2025 From Account:  
Thru: 10/10/2025 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
<b>Total</b>			<b>44.00</b>
10/10/2025 LEE RECREATION LLC INSTALLATION VILLAGE PARK PLAY EQUIP PIF			
400-00-57400-000-000		CAPITAL PURCHASE INSTALLATION VILLAGE PARK PLAY EQUIP PIF 17326-25	13,500.00
<b>Total</b>			<b>13,500.00</b>
10/10/2025 MERTON AUTO BODY - OCONOMOWOC 2023 FORD REPAIRS - INS DEDUCTIBLE			
100-00-52100-260-000		POLICE SQUAD REP & MAINT 2023 FORD REPAIRS - INS DEDUCTIBLE 992000253	500.00
<b>Total</b>			<b>500.00</b>
10/10/2025 MICHAEL HARTERT LEATHER BELT			
100-00-52100-313-000		POLICE CLOTHING ALLOW LEATHER BELT 113-9283427-4513861	35.33
<b>Total</b>			<b>35.33</b>
10/10/2025 MUNICIPAL INSPECTORS LLC SEPT 2025 PERMITS			
100-00-52400-290-000		BUILDING INSPECT O/S SERVICES SEPT 2025 PERMITS SEPTEMBER 2025	26,151.24
<b>Total</b>			<b>26,151.24</b>
10/10/2025 MUNICIPAL LAW & LITIGATION GROUP SC MISC LEGAL AUG 2025			
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES MISC LEGAL AUG 2025 15870	3,107.50
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES TRAFFIC AUG 2025 15870	2,232.80
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE ROGERS 15870	477.00
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE LANG 15870	65.00
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE HANKE 15870	1,219.50
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE LURVEY TRUST 15870	1,812.80

Dated From: 10/10/2025 From Account:  
 Thru: 10/10/2025 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	2,788.80
		BARK RIVER CONS 15870	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	65.00
		KUMMROW CU AMENDMENT 15870	
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	918.00
		LIBBEY LITIGATION 15870	
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	190.00
		LITIGATION PD LAWSUIT 15870	
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	35.00
		ABUNDANT LIFE VIOLATION 15870	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	224.70
		PABST FARMS 15870	
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	30.00
		AURORA 15870	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	1,369.20
		CEDAR RIDGE 15870	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	30.00
		NEWBRIDGE CROSSING DECL OF REST 15870	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	1,493.90
		COSTCO 15870	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	85.25
		SCHLOSSER 15870	
Total			16,144.45

10/10/2025 PLANNING & ZONING LLC

AUG PLANNING

100-00-56301-290-000		VILLAGE PLANNER O/S SERVICES	6,240.00
		AUG PLANNING 166	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	1,110.00
		ROGERS 166	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	960.00
		ESCHWEILER 166	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	300.00
		HANKE 166	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	30.00
		KUMMROW 166	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	60.00
		OLE'S 166	

Dated From: 10/10/2025 From Account:  
 Thru: 10/10/2025 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	60.00
		LURVEY THE GATHERING 166	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	60.00
		PABST FARMS DEVELOPMENT 166	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	60.00
		IRWIN CSM 166	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	60.00
		AURORA HOSPITAL 166	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	60.00
		COSTCO 166	
Total			9,000.00
10/10/2025 PROHEALTH CARE			
LEGAL LAB DRAWS			
100-00-52100-390-000		POLICE EXPENSE	78.78
		LEGAL LAB DRAWS 10007802152	
Total			78.78
10/10/2025 PROHEALTH MEDICAL GROUP			
H REYNOLDS DOT COMPLIANCE			
100-00-53300-390-000		PUBLIC WORKS EXPENSE	101.00
		H REYNOLDS DOT COMPLIANCE 326895	
Total			101.00
10/10/2025 SECURIAN FINANCIAL GROUP INC			
056302 LIFE INS			
100-00-52100-132-000		POLICE INSURANCE	180.19
		056302 LIFE INS OCT 2025	
100-00-53300-132-000		PUBLIC WORKS INSURANCE	35.98
		056302 LIFE INS OCT 2025	
100-00-51420-132-000		ADMIN C/T INSURANCE	30.89
		056302 LIFE INS OCT 2025	
100-00-51422-132-000		VILLAGE OFFICE INSURANCE	11.88
		056302 LIFE INS OCT 2025	
100-00-13101-000-000		ACCOUNTS RECEIVABLE OTHER	143.28
		056302 LIFE INS OCT 2025	
Total			402.22

10/06/2025 11:26 AM

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

Page: 7  
ACCT

Dated From: 10/10/2025 From Account:  
Thru: 10/10/2025 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	10/10/2025	SECURIAN LIFE INSURANCE COMPANY	
		ACCIDENT INS	
100-00-21530-000-000		INSURANCE PAYABLE	17.90
		ACCIDENT INS	
		76038 OCT 2025	
		<b>Total</b>	<b>17.90</b>

Voucher Nbr	Check Date	Payee	Amount
	10/10/2025	SHORT ELLIOTT HENDRICKSON INC	
		AUG ON CALL ENG	
100-00-53101-000-000		ENGINEERING O/S SERVICES	610.40
		AUG ON CALL ENG	
		495190	
100-00-53300-345-000		PUBLIC WORKS MS4	97.50
		MS4 ENG	
		495190	
400-00-57400-000-000		CAPITAL PURCHASE	7,724.50
		GENESEE LAKE ROAD PARK PARKING LOT	
		495510	
400-00-57400-000-000		CAPITAL PURCHASE	7,123.42
		ANNUAL ROAD PAVING PROGRAM	
		495509	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	1,087.90
		LAKE COUNTRY VILLAGE	
		495507	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	2,447.75
		ROGERS	
		495507	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	337.50
		OLE'S TAP	
		495507	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	536.25
		PANGA	
		495507	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	390.00
		LURVEY THE GATHERING	
		495507	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	2,676.15
		ESCHWEILER BARK RIVER CONS	
		495507	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	230.00
		COSTCO	
		495507	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	146.25
		PABST FARMS	
		495507	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	62.50
		WHITESTONE	
		495507	
		<b>Total</b>	<b>23,470.12</b>

10/10/2025 STANDARD INSURANCE COMPANY RC  
STD LTD INS

Dated From: 10/10/2025 From Account:  
 Thru: 10/10/2025 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-52100-132-000		POLICE INSURANCE	760.53
		STD LTD INS	
	OCT 2025		
100-00-53300-132-000		PUBLIC WORKS INSURANCE	242.25
		LTD STD INS	
	OCT 2025		
100-00-51422-132-000		VILLAGE OFFICE INSURANCE	31.93
		STD LTD INS	
	OCT 2025		
100-00-51420-132-000		ADMIN C/T INSURANCE	83.49
		STD LTD INS	
	OCT 2025		
Total			1,118.20

10/10/2025 STRAND ASSOCIATES INC  
 N DOUSMAN RD TRL - TAP REIMB

400-00-57400-000-000		CAPITAL PURCHASE	1,270.99
		N DOUSMAN RD TRL - TAP REIMB	
	0229452		
400-00-57400-000-000		CAPITAL PURCHASE	317.75
		N DOUSMAN RD TRL - STWRDSHP GRANT	
	0229452		
Total			1,588.74

10/10/2025 STREICHER'S  
 MAGAZINE GLOCK, GRIPS LIPOVSEK

100-00-52100-313-000		POLICE CLOTHING ALLOW	105.96
		MAGAZINE GLOCK, GRIPS LIPOVSEK	
	I1784949		
Total			105.96

10/10/2025 VILLAGE OF DOUSMAN  
 CITATIONS AUGUST 2025

100-00-45100-000-000		TRAFFIC FINES & FORFEITURE	1,642.57
		CITATIONS AUGUST 2025	
	AUG 2025		
100-00-45100-000-000		TRAFFIC FINES & FORFEITURE	1,119.23
		CITATIONS JULY 2025	
	JULY 2025		
Total			2,761.80

10/10/2025 WAUKESHA COUNTY EMERGENCY MANAGEMENT  
 ID CARDS

100-00-52100-390-000		POLICE EXPENSE	2.16
		ID CARDS	
	755		
Total			2.16

10/10/2025 WAUKESHA COUNTY TREASURER  
 AUG PRISONER HOUSING 7

10/06/2025 11:26 AM

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

Page: 9  
ACCT

Dated From: 10/10/2025 From Account:  
Thru: 10/10/2025 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-52100-390-000		POLICE EXPENSE	218.89
		AUG PRISONER HOUSING 7	
		CINV2025-01404	
		Total	218.89
<hr/>			
	10/10/2025	WISCONSIN PROFESSIONAL POLICE ASSOCIATION INC	
		OCT 2025 UNION PAC 8	
100-00-21550-000-000		UNION DUES	0.80
		OCT 2025 UNION PAC 8	25378
100-00-21550-000-000		UNION DUES	364.80
		OCT 2025 UNION LEER 8	26033
100-00-21550-000-000		UNION DUES	48.00
		OCT 2025 UNION ELPP 8	120571E
		Total	413.60
<hr/>			
	10/10/2025	WOLF PAVING CO INC	
		CRUSHED CONCRETE FOR SHOULDERING	
100-00-53300-370-000		PUBLIC WORKS ROAD MAINTENANCE	38.24
		CRUSHED CONCRETE FOR SHOULDERING	52575
		Total	38.24
<hr/>			
		Grand Total	146,894.88



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](http://www.summitvillage.org)

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

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**MEMORANDUM**

To: Village Board

From: Chief Michael Hartert

Date: October 2, 2025

Re: Consent Agenda 7.C. Award

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**BACKGROUND:** Last year our Department was contacted by the Wisconsin State Patrol – Chemical Test Section, and asked if we would like to be considered for an award of a new **Preliminary Breath Test FST** device. We currently use this model of PBT in all of our squads as well as in the office. At that time, I requested to be considered for the award.

On September 18, 2025 I was informed that we were one the Departments selected for the award at no cost to us. On October 2, 2025 the State Patrol delivered the new PBT.

**ATTACHMENTS:** None.

**FISCAL IMPACT:** None.

**RECOMMENDED:** Motion to allow the Police Department to accept the award of a **Preliminary Breath Test FST** device.



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](http://www.summitvillage.org)

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

**MEMORANDUM**

To: Village Board

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: October 3, 2025

Re: CONSENT AGENDA – 2026 Agreement between Genesee Lakes Utility District & Village

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**BACKGROUND:** This is an on-going agreement originally approved in 2011 when the planning and design work for the outlet structure that was put in place for Middle and Lower Genesee Lakes. The district will use village staff and authority to complete administrative tasks and on-going maintenance and gauge readings.

This agreement was approved by the GLUD Commission on October 2, 2025.

**ATTACHMENTS:** 2026 Agreement

**FISCAL IMPACT:** Revenue of \$4,585 to be collected via tax bills and transferred to the Village from GLUD Fund.

**MOTION:** Approve agreement as part of the Consent Agenda.

**AGREEMENT  
BETWEEN THE GENESEE LAKES UTILITY DISTRICT  
AND THE VILLAGE OF SUMMIT**

Agreement dated effective January 1, 2026, by and between the Genesee Lakes Utility District, (the "District"), a Utility District created under the authority of §66.0827, Wisconsin Statutes, and the Village of Summit, a Wisconsin municipal corporation located in Waukesha County, Wisconsin (the "Village").

**RECITALS**

- A. During 2011 the Genesee Lakes Utility District installed outlet structures and storm sewer in various Village rights-of-way and also private easement lands for purposes of relieving high water levels in Lower and Middle Genesee Lakes and periodic high groundwater table in the Genesee Lake Farms Subdivision.
- B. During 2009 the District obtained access and maintenance easements on private property adjacent to Lower Genesee Lake and within the Genesee Lake Farms Subdivision for use as part of the construction process and for access to continue on-going maintenance.
- C. The Wisconsin Department of Natural Resources and Waukesha County have required annual on-going maintenance for the entire length of the project. It is possible that down-stream or off-site maintenance work would be necessary during high water events. The District has adopted a maintenance plan for these circumstances.
- D. The District does not employ any full- or part-time employees but does billings, collections, contracting for services, holds meetings, and publishes general information and may need to engage in on-going maintenance and gauge monitoring.
- E. The District desires to engage the staff of the Village to complete this administrative and maintenance work on behalf of the District.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION AND INTENDING TO BE BOUND, THE VILLAGE AND DISTRICT HEREBY AGREE AS FOLLOWS:

1. Term. The term of this Agreement shall be for a period of one (1) year, commencing on January 1, 2026, (the "Commencement Date"), and ending on December 31, 2026. This Agreement is to be reviewed on an annual basis in September or October of each calendar year.
2. Payment. The district agrees to pay the Village of Summit **\$4,585.00** for the services outlined in this Agreement. This payment shall be divided into two and paid with the ordinary settlement times in February and August.
3. Administration and Billing. The Village agrees to provide staff to the district for billings and collections, Commission agendas and preparation of meeting minutes, financial statement completion, and invoicing and payment of bills.

4. On-going maintenance and gauge readings. The Village agrees to provide staff and equipment to the District for maintenance of the right-of-way and private easements through which the pipe travels, and for implementation of the adopted maintenance plan, routine maintenance activities and gauge reading activities when the system is not in Operation. Additional expenses shall be paid for gauge reading at OS No. 16, weekly downstream gauge monitoring, and WDNR reporting when the system is in Operation.
5. Modification. This Agreement may be terminated or modified by written agreement of the Village and District.
6. Limitations.
  - a. The Village shall not be liable for, and the District shall defend, indemnify and hold harmless the Village from any damage or threat of damage allegedly caused by the District for any reason other than the Village's intentional acts.
  - b. Nothing contained in this Agreement shall limit or interfere with or be construed to limit or interfere with any of the Village's rights or powers, including the Village's authority and enforcement of its municipal Ordinances, including its Zoning and Shoreland Protection Ordinance, unless specifically and explicitly granted to the District in this Agreement contrary to said rights and powers.
7. Applicable Law and Severability. This Agreement and any interpretation thereof shall be ruled by the internal laws (not merely choice of law provisions) of the State of Wisconsin. If one or more of the terms hereof are found to be void or invalid, those terms shall be deemed inoperative and null and void, and shall be deemed modified to conform to such rule of law, all without invalidating any of the remaining provisions of this Agreement or the enforceability thereof, which shall continue in full force and effect.

In Witness Whereof, the parties have hereunto caused this Agreement to be executed by their duly authorized officers on the day and year identified below.

Dated this 2<sup>nd</sup> day of October, 2025

Dated this 9<sup>th</sup> day of October, 2025

GENESEE LAKES UTILITY DISTRICT

VILLAGE OF SUMMIT

\_\_\_\_\_  
Jack Riley, Chairperson

\_\_\_\_\_  
Jack Riley, Village President

\_\_\_\_\_  
Debra J. Michael, Secretary

\_\_\_\_\_  
Debra J. Michael, Administrator-Clerk/Treasurer



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**MEMORANDUM**

To: Village Board

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: October 3, 2025

Re: CONSENT AGENDA – 2026 Agreement between Summit Utility District #3 & Village

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**BACKGROUND:** This is an on-going agreement originally approved for 2009 upon completion of the Aurora Hospital. The Town/Village has done nominal work for this District until 2018 since the only development in the district was commercial uses.

The construction in Lake Country Village is mostly complete with the exception of 1 lot that still has not pulled any permits and so that is remaining to collect the fees. No other development has been approved within this district.

This means that significant record keeping & reporting will end. The main administrative work will be to place the annual license fee charges onto the parcels located within the district.

2020 Agreement: \$40,000  
2021 - 2024 Agreements: \$48,000  
2025 Agreement Recommended: \$48,000

Fund Balance per Audit as of 12/31/2024: \$63,980  
This agreement was approved by the SUD#3 Commission on October 9, 2025.

**ATTACHMENTS:** 2026 Agreement

**FISCAL IMPACT:** Revenue of \$48,000 to be collected via tax bills and paid to the Village during the regular tax settlements

**MOTION:** Approve agreement as part of the Consent Agenda.

**AGREEMENT  
BETWEEN THE SUMMIT UTILITY DISTRICT #3  
AND THE VILLAGE OF SUMMIT**

Agreement dated effective January 1, 2026, by and between the Summit Utility District #3, (the “District”), a Utility District created under the authority of §66.0827, Wisconsin Statutes, and the Village of Summit, a Wisconsin municipal corporation located in Waukesha County, Wisconsin (the “Village”).

**RECITALS**

- A. The Village of Summit, on behalf of the Summit Utility District #3, requested installation of sanitary sewer and municipal water service to individual properties located in the Village of Summit by the City of Oconomowoc as more particularly described in the attached Map #2 (the “Boundary”).
- B. Beginning in 2018, Neumann Companies constructed the Lake Country Village subdivision within the district. This development includes over 300 single-family homesites to be constructed over approximately 10 years. All of these properties will connect to City of Oconomowoc municipal water and sanitary sewer systems.
- C. The district does not employ any full- or part-time employees but does engage in billings, collections, contracting for services, holds meetings, and publishes general information. The district desires to engage the staff of the Village to complete this administrative work on behalf of the District.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION AND INTENDING TO BE BOUND, THE VILLAGE AND DISTRICT HEREBY AGREE AS FOLLOWS:

- 1. Term. The term of this Agreement shall be for a period of one (1) year, commencing on January 1, 2025, (the “Commencement Date”), and ending on December 31, 2025. This Agreement is to be reviewed and renewed on an annual basis in September or October of each calendar year.
- 2. Payment. The district agrees to pay the Village of Summit **\$48,000.00** for the services outlined in this Agreement. This payment shall be divided into two and paid with the ordinary settlement times in February and August.
- 3. Administration and Billing. The Village agrees to provide staff to the district for billings and collections, Commission agendas and meeting minute preparation, financial statement completion. Upon notice by the City of Oconomowoc, the Village will notify property owners of delinquent accounts and place the balance due on the tax bill. Also, upon notice from the City of Oconomowoc, the Village will notify property owners of annual license charges for payment to the district.

In addition to these on-going services, the Village will collect and process connection charge payments for water and sanitary sewer fees. These fees will be held until such time as the City of Oconomowoc provides an invoice for reimbursement. The Village will process these payments until the final home site is occupied in Lake Country Village.

- 4. Modification. This Agreement may be terminated or modified by written agreement of the Village and District.

5. Limitations.

- a. The Village shall not be liable for, and the district shall defend, indemnify and hold harmless the Village from any damage or threat of damage allegedly caused by the district for any reason other than the Village's intentional acts.
- b. Nothing contained in this Agreement shall limit or interfere with or be construed to limit or interfere with any of the Village's rights or powers, including the Village's authority and enforcement of its municipal Ordinances, including its Zoning and Shoreland Protection Ordinance, unless specifically and explicitly granted to the District in this Agreement contrary to said rights and powers.

6. Applicable Law and Severability. This Agreement and any interpretation thereof shall be ruled by the internal laws (not merely choice of law provisions) of the State of Wisconsin. If one or more of the terms hereof are found to be void or invalid, those terms shall be deemed inoperative and null and void, and shall be deemed modified to conform to such rule of law, all without invalidating any of the remaining provisions of this Agreement or the enforceability thereof, which shall continue in full force and effect.

In Witness Whereof, the parties have hereunto caused this Agreement to be executed by their duly authorized officers on the day and year identified below.

Dated this 9<sup>th</sup> day of October, 2025

Dated this 9<sup>th</sup> day of October, 2025

SUMMIT UTILITY DISTRICT #3

VILLAGE OF SUMMIT

\_\_\_\_\_  
Jack Riley, Chairperson

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Jack Riley, Village President

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Debra J. Michael, Secretary

\_\_\_\_\_  
Debra J. Michael, Administrator-Clerk/Treasurer



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**MEMORANDUM**

To: Village Board

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: October 3, 2025

Re: CONSENT AGENDA – 2026 Agreement between Silver Lake Utility District & Village

---

**BACKGROUND:** This is an on-going agreement originally approved for 2005 when the planning and design work for the system began. The district will use village staff and authority to complete quarterly billings and collections, accounting activities, meeting activities and annual reconciliation of REC's. The District Commission usually meets only twice a year since we have no maintenance responsibility for the actual pipes or lift stations.

The 2021 Agreement added language to include Highway Department personnel for meter readings, development coordination and interaction with the city on future CIP planning. However, after the excess usage issue was resolved, the DPW is not doing anything for this district on a regular basis. Recommendation of 3% increase from \$24,150 or \$725

This agreement was approved by the SLUD Commission on October 2, 2025.

**ATTACHMENTS:** 2026 Agreement

**FISCAL IMPACT:** Revenue of \$24,875 to be paid to the Village on a monthly basis in the amount of \$2,072.92

**MOTION:** Approve agreement as part of the Consent Agenda.

**AGREEMENT  
BETWEEN THE SILVER LAKE UTILITY DISTRICT  
AND THE VILLAGE OF SUMMIT**

Agreement dated effective January 1, 2026, by and between the Silver Lake Utility District, (the “District”), a Utility District created under the authority of §66.0827, Wisconsin Statutes, and the Village of Summit, a Wisconsin municipal corporation located in Waukesha County, Wisconsin (the “Village”).

**RECITALS**

- A. The Village of Summit, on behalf of the Silver Lake Utility District, requested installation of sanitary sewer to individual properties located in the Village of Summit by City of Oconomowoc as more particularly described in the attached Map #2 (the “Boundary”). All sanitary sewer mains and fixtures are owned and maintained by the City of Oconomowoc.
- B. The district is responsible for monthly invoices from the city for sanitary sewer treatment services, ongoing sewer main maintenance, and annual license fee collections.
- C. The district does not employ any full- or part-time employees but does engage in billings, collections, contracting for services, holds meetings, and publishes general information. The district desires to engage the staff of the Village to complete this administrative work on behalf of the district.
- D. The district does not employ any full- or part-time employees to coordinate development and construction projects with the Village. The district desires to engage the staff of the Village to complete any on-site inspections or coordinate permitting with the Highway Department.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION AND INTENDING TO BE BOUND, THE VILLAGE AND DISTRICT HEREBY AGREE AS FOLLOWS:

- 1. Term. The term of this Agreement shall be for a period of one (1) year, commencing on January 1, 2026, (the “Commencement Date”), and ending on December 31, 2026. This Agreement is to be reviewed and renewed on an annual basis in September of each calendar year.
- 2. Payment. The district agrees to pay the Village of Summit **\$24,875.00** for the services outlined in this Agreement. This payment shall be divided into twelve (\$2,012.50) and paid on a monthly basis to the Village.
- 3. Administration and Billing. The Village agrees to provide staff to the district for billings and collections, Commission agendas and meeting minute preparation, financial statement completion, invoicing and payment of bills, and customer service/support related to the district. The Village staff may also prepare up to two

mailings each year to all property owners in the district. Once a year the Village will notify property owners of any delinquent accounts and place the balance due on the tax bill.

Highway Department staff may be requested to assist with site visits, grinder pump monitoring, driveway and access permitting, and roadway maintenance for lateral connections. The Highway Department staff may also visit with City staff to coordinate development projects or long-term maintenance and roadwork plans.

4. Modification. This Agreement may be terminated or modified by written agreement of the Village and District.
5. Limitations.
  - a. The Village shall not be liable for, and the district shall defend, indemnify and hold harmless the Village from any damage or threat of damage allegedly caused by the district for any reason other than the Village's intentional acts.
  - b. Nothing contained in this Agreement shall limit or interfere with or be construed to limit or interfere with any of the Village's rights or powers, including the Village's authority and enforcement of its municipal Ordinances, including its Zoning Code, unless specifically and explicitly granted to the district in this Agreement contrary to said rights and powers.
6. Applicable Law and Severability. This Agreement and any interpretation thereof shall be ruled by the internal laws (not merely choice of law provisions) of the State of Wisconsin. If one or more of the terms hereof are found to be void or invalid, those terms shall be deemed inoperative and null and void, and shall be deemed modified to conform to such rule of law, all without invalidating any of the remaining provisions of this Agreement or the enforceability thereof, which shall continue in full force and effect.

In Witness Whereof, the parties have hereunto caused this Agreement to be executed by their duly authorized officers on the day and year identified below.

Dated this 2<sup>nd</sup> day of October, 2025

Dated this 9<sup>th</sup> day of October, 2025

SILVER LAKE UTILITY DISTRICT

VILLAGE OF SUMMIT

\_\_\_\_\_  
Jack Riley, Chairperson

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Jack Riley, Village President

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Debra J. Michael, Secretary

\_\_\_\_\_  
Debra J. Michael, Administrator-  
Clerk/Treasurer



T.G.

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**MEMORANDUM**

To: Village Board

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: October 3, 2025

Re: CONSENT AGENDA – 2026 Agreement between Summit Utility District #2 and Village

---

**BACKGROUND:** This is an on-going agreement originally approved for 2002 when the planning and design work for the system began. The district will use village staff and authority to complete quarterly billings and collections, accounting activities, meeting activities and annual reconciliation of DUE's. The District Commission meets monthly.

This district requires substantial maintenance and monitoring of the lift stations, mains and uses various contractors to complete the required activities of the district.

**ATTACHMENTS:** 2026 Agreement

**FISCAL IMPACT:** Revenue of \$61,000 paid monthly to the Village by SUD #2.

**MOTION:** Approve agreement as part of the Consent Agenda.

**AGREEMENT  
BETWEEN THE SUMMIT UTILITY DISTRICT #2  
AND THE VILLAGE OF SUMMIT**

Agreement dated effective January 1, 2026, by and between the Summit Utility District #2, (the “District”), a Utility District created under the authority of §66.0827, Wisconsin Statutes, and the Village of Summit, a Wisconsin municipal corporation located in Waukesha County, Wisconsin (the “Village”).

**RECITALS**

- A. The Summit Utility District #2 owns certain real property, consisting of, among other things, six (6) sanitary lift stations, located in the Village of Summit, Waukesha County, Wisconsin as more particularly described in the attached Exhibit A (the “Facilities”).
- B. The District originally contracted with the Town of Summit beginning in 2002 to provide administrative services, track service connections and complete financial payments for services. Upon incorporation of the Village of Summit in 2010, the District continued this agreement annually with the Village.
- C. The District does not employ any full- or part-time employees but does engage in billings, collections, contracting for services, holds meetings, and publishes general information. The District desires to engage the staff of the Village to complete this administrative and light maintenance work on behalf of the District.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION AND INTENDING TO BE BOUND, THE VILLAGE AND DISTRICT HEREBY AGREE AS FOLLOWS:

- 1. Term. The term of this Agreement shall be for a period of one (1) year, commencing on January 1, 2025, (the “Commencement Date”), and ending on December 31, 2025. This Agreement is to be reviewed and renewed on an annual basis in September or October of each calendar year.
- 2. Payment. The District agrees to pay the Village of Summit **\$61,000.00** for the services outlined in this Agreement. This payment shall be divided into twelve and paid on a monthly basis to the Village.
- 3. Maintenance. The Village agrees to provide maintenance equipment and staff to periodically mow grass, clear brush, and clear snow at all six lift stations sites operated by the District.
- 4. Administration and Billing. The Village agrees to provide staff to the District for quarterly customer billings and collections, monthly agendas and meeting minute preparation, monthly financial statement completion, and monthly District invoicing and payment of bills. The Village staff may also prepare up to two mailings each year to all property owners in the District, at the direction of the District Commissioners. Once a year the Village will notify property owners of delinquent accounts and place the balance due on the tax bill.

5. Entry by the Village. The Village staff may enter District premises at reasonable times to inspect the Premises, or to complete the work identified in #3 above. The Village may enter without advance notice or consent of the District, when a health or safety emergency exists, or if the Village believes entry is necessary to protect the facilities or the building in which they are located from damage.
6. Modification. This Agreement may be terminated or modified by written agreement of the Village and District.
7. Limitations.
  - a. The Village shall not be liable for, and the District shall defend, indemnify and hold harmless the Village from any damage or threat of damage allegedly caused by the District for any reason other than the Village's intentional acts.
  - b. Nothing contained in this Agreement shall limit or interfere with or be construed to limit or interfere with any of the Village's rights or powers, including the Village's authority and enforcement of its municipal Ordinances, including its Zoning Code, unless specifically and explicitly granted to the District in this Agreement contrary to said rights and powers.
8. Applicable Law and Severability. This Agreement and any interpretation thereof shall be ruled by the internal laws (not merely choice of law provisions) of the State of Wisconsin. If one or more of the terms hereof are found to be void or invalid, those terms shall be deemed inoperative and null and void, and shall be deemed modified to conform to such rule of law, all without invalidating any of the remaining provisions of this Agreement or the enforceability thereof, which shall continue in full force and effect.

In Witness Whereof, the parties have hereunto caused this Agreement to be executed by their duly authorized officers on the day and year identified below.

Dated this 2<sup>nd</sup> day of October, 2025

Dated this 9<sup>th</sup> day of October, 2025

SUMMIT UTILITY DISTRICT #2

VILLAGE OF SUMMIT

\_\_\_\_\_  
Jack Riley, Chairperson

\_\_\_\_\_  
Jack Riley, Village President

\_\_\_\_\_  
Debra J. Michael, Secretary

\_\_\_\_\_  
Debra J. Michael, Administrator-  
Clerk/Treasurer



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**MEMORANDUM**

To: Village Board

From: Chief Michael Hartert

Date: October 2, 2025

Re: MOU Between Summit Police and Child Protective Services

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**BACKGROUND:** Waukesha County Child Protective Services (CPS) had updated its Memorandum of Understanding (MOU) with Waukesha County Law Enforcement Agencies and the Waukesha County District Attorney's Office. The MOU had been reviewed by several attorneys representing affected Police Departments and had passed legal muster. I reviewed the document and agree to abide by its provisions (we already are doing these items).

**ATTACHMENTS:** Memorandum of Understanding

**FISCAL IMPACT:** None.

**RECOMMENDED:** Motion to authorize the Summit Police Department to participate in the Memorandum of Understanding Between Waukesha County Child Protective Services and the Waukesha County District Attorney's Office and Waukesha County Law Enforcement (Summit PD).

**MEMORANDUM OF UNDERSTANDING BETWEEN WAUKESHA COUNTY DEPARTMENT OF  
HEALTH AND HUMAN SERVICES – CHILD PROTECTIVE SERVICES  
AND  
WAUKESHA COUNTY DISTRICT ATTORNEY  
AND  
WAUKESHA COUNTY LAW ENFORCEMENT**

This Memorandum of Understanding is made and entered by and between Waukesha County, through the Department of Health and Human Services, Waukesha County Law Enforcement, identified as the law enforcement agencies that are signatories to this Memorandum of Understanding, and the Waukesha County District Attorney's Office (collectively referred to as the "Parties"). This Memorandum of Understanding is not intended to, nor should be construed to create any right or benefit, substantive or procedural, enforceable at law or otherwise by the Parties or any third party against the Parties, their parent agency, or the officers, employees, agents, or representatives thereof.

**I. PURPOSE**

The Parties recognize the need for a coordinated and cooperative response to protect children and keep them safe. This Memorandum of Understanding is intended to establish a uniform process for response and investigation of reports of abuse and neglect.

This Memorandum of Understanding complies with Wis. Stat. §48.981(3)(a)3., requiring county child welfare agencies to develop a policy for notifying and working with law enforcement agencies to respond to child abuse and neglect. The Wisconsin Department of Children and Families, in the Child Protective Services Access & Initial Assessment Standards, requires this policy be effectuated through a memorandum of understanding with local law enforcement agencies. In addition, this Memorandum of Understanding complies with Wis. Stat. §48.981(3)(b)3., requiring local law enforcement agencies to develop a policy for referring cases to the district attorney for criminal prosecution. The Waukesha County Department of Health and Human Services' responsibilities included in this Memorandum of Understanding only apply to the Waukesha County Department of Health and Human Services – Child Protective Services unit (hereinafter "CPS") and do not apply to the entire Waukesha County Department of Health and Human Services.

See attached Appendix A for definitions.

**II. COLLABORATION**

The Parties mutually agree interdisciplinary interventions are the most effective method of resolving cases of child abuse and neglect. The C.A.R.E. Center has established the Waukesha County Child Multidisciplinary Team ("M-Team"). The purpose of the Waukesha County M-Team is to improve practice and collaboration between a wide variety of professionals and

disciplines, to identify and address gaps in service, and to increase community awareness. This collaborative approach ensures:

- sharing of available knowledge and resources to the extent the law allows,
- elimination of duplication of services,
- effective system of client referral, assessment, and response,
- better coordination of criminal investigations, and,
- a commitment to child safety and holding maltreaters accountable.

Representation of Waukesha County Law Enforcement (hereinafter “Law Enforcement” or “law enforcement agency(ies)”) on the M-Team is essential, and each law enforcement agency is encouraged to participate. Additionally, each law enforcement agency is asked to identify a contact person for assistance or consultation for CPS staff in suspected child abuse or neglect cases.

### **III. ROLE OF LAW ENFORCEMENT**

Law Enforcement personnel are responsible for protecting the community with a focus on finding, investigating, and prosecuting crime. Law enforcement also has a significant role in protecting children and families through investigating crimes by alleged maltreaters. CPS may consult with Law Enforcement or ask an officer/deputy to accompany him or her when responding to abuse and neglect. Law enforcement shall only be obligated to perform its duties under this Memorandum of Understanding if Law Enforcement determines, in its sole discretion, it has the adequate means, resources, and capacity to assist CPS with an incident and/or investigation involving a child, except as otherwise required by statute or law.

- A. Pursuant to Wis. Stat. §48.981(3)(a)2., law enforcement agencies are required to make a referral to CPS within twelve hours (12), exclusive of Saturdays, Sundays, and legal holidays, of receiving a report of, or suspecting, child abuse or neglect. Law Enforcement may report suspected child abuse or neglect outside of Waukesha County business hours by contacting dispatch at the Waukesha County Communications Center and requesting the Afterhours Worker. The Afterhours Worker may seek further departmental assistance, including Waukesha County Crisis Intervention Services, if circumstances require.
- B. Pursuant to Wis. Stat. §48.981 (3)(b)1., any person reporting child abuse or neglect may request an immediate investigation by Law Enforcement if the person has reason to suspect that the health or safety of a child or of an unborn child is in immediate danger. Upon receiving such a request, Law Enforcement shall immediately investigate to determine if there is reason to believe that the health or safety of the child or unborn child is in immediate danger and take any necessary action to protect the child or unborn child.

- C. If through the investigation Law Enforcement has reason under Wis. Stat §48.19(1)(c) or (cm) or (d)5. or 8. to take a child into custody, Law Enforcement shall take the child into custody and deliver the child to the intake worker unless immediate medical attention is necessary.
- D. If through the investigation Law Enforcement has reason under Wis. Stat. §48.193 (1)(c) or (d)2. to take an adult expectant mother of an unborn child into custody, Law Enforcement shall take the adult expectant mother into custody and deliver the expectant mother to the intake worker under Wis. Stat. §48.203. If the expectant mother or the unborn child is believed to be suffering from a serious physical condition which requires either prompt diagnosis or prompt treatment, Law Enforcement or the intake worker shall deliver the adult expectant mother to a hospital or physician's office.

#### **IV. ROLE OF CHILD PROTECTIVE SERVICES**

The ultimate role of CPS is to protect children from behaviors or conditions that are placing the child's safety, health, or welfare at substantial risk. CPS staff work to support parents/caregivers in making necessary changes so children are safe and protected in their homes. CPS work is conducted in accordance with Chapter 48 of the Wisconsin Statutes, the Department of Children and Families Wisconsin Administrative Code, and the Wisconsin Department of Children and Families' Child Protective Services Access & Initial Assessment Standards.

- A. CPS has designated Initial Child Protective Services supervisors and workers as intake workers for the purpose of receiving referrals of child abuse and neglect under Wis. Stat. Chapter 48. CPS must make screening and response time decisions on reports of abuse or neglect within twenty-four hours (24) of receipt.
  - 1. Pursuant to Wis. Stat. §48.981(3)(a)3., CPS will refer to Law Enforcement within twelve hours of receiving a report, exclusive of Saturdays, Sundays, and legal holidays, all cases of suspected or threatened abuse as defined in Wis. Stat. §48.02(1) (b) to (f). These include suspected or threatened acts defined in Wis. Stat. §§940.225, 948.02, 948.025, 948.085, 948.05, 948.051, 944.30(1m), 948.055, and 948.10.
- B. CPS will refer to Law Enforcement as soon as reasonably possible all screened in reports of the following to Law Enforcement:
  - 1. Cases in which a caregiver is suspected of abuse or neglect or of threatened abuse or neglect of a child.
  - 2. Cases in which a caregiver is suspected of facilitating or failing to take action to prevent the suspected or threatened abuse or neglect of a child.

3. Cases in which a person who is not a caregiver is suspected of sex trafficking or committing, allowing, or encouraging a child to engage in prostitution.
4. Cases in which it cannot be determined who abused or neglected or threatened to abuse or neglect a child.
5. Physical injury inflicted on a child by other than accidental means.
6. Presence of a child in connection with a methamphetamine manufacturing operation in the child's home or in a vehicle located on the premise of the child's home.

**V. SHARED ROLE OF CPS AND LAW ENFORCEMENT**

- A. The Parties should notify each other when each begins an investigation in order to attempt to effectuate the following:
  1. If the referral information suggests the maltreater may be a caregiver, relative, or other person residing in the child's dwelling, Law Enforcement and CPS should engage in a joint interview of the child and other family members unless problems involving availability of Law Enforcement or CPS staff preclude it.
  2. Law Enforcement and CPS should engage in joint collateral interviews, as well as interviews with maltreaters, unless it is not possible due to the availability of Law Enforcement or CPS.
  3. The Parties recognize the immediacy of a situation or the unavailability of a Party's staff to respond may necessitate unilateral action being taken.
  4. Pursuant to Wis. Stat. §48.78(2)(b) and 48.981(7)(a), the Parties should keep each other informed of information gathered and the direction of their respective investigations. This includes sharing written reports throughout the investigation.
  5. It is recommended that whenever possible, background checks and consultation between CPS and Law Enforcement occur prior to contacting parties involved in the complaint.

**B. CPS Response**

CPS's response to reports will vary depending on maltreater and family response to the abuse. CPS will conduct a complete investigation including coordinating interviews with Law Enforcement when the alleged maltreater is believed to be a primary caregiver (close relative or another person residing in the child's dwelling) or there is suspicion that the child's parent, guardian, or legal custodian allowed, encouraged, or contributed to the

alleged abuse/neglect, or will not protect the child or arrange for necessary services and treatment. When the alleged maltreater is a secondary caregiver (childcare provider, school employee, or more distant relative who will not have continued access to the child) and the parent, guardian or legal custodian is acting responsibly to care for the child, direct CPS intervention may be limited to telephone contact and necessary record keeping.

Child welfare referrals which initially don't appear to fall within the situations described above, but upon contact by CPS reveal possible Criminal Code jurisdiction, will trigger immediate notice to Law Enforcement. Law Enforcement, in determining the course of action, may call for further information including written reports if they so desire. Law Enforcement will investigate cases that appear to meet the definition of the Criminal Code. The decision as to whether a criminal investigation is necessary rests solely with the law enforcement agency and the District Attorney's office.

Photographing of children by Law Enforcement will occur if Law Enforcement believes such is appropriate to assist in the criminal investigation and/or prosecution. CPS personnel may also request photographing if deemed necessary. It is understood that such photographs will be used strictly for investigative and evidentiary purposes. Confidentiality of such photographs (or copies of) will be of primary concern.

#### C. Coordination of Services to Families by CPS

Coordination of services to families is provided by CPS and includes coordination with Law Enforcement and the District Attorney's Office including Victim Witness Assistance. In instances of intra-familial sexual abuse, this coordination is facilitated by staffings which include all involved professionals. The Victim Witness Assistance personnel will notify family members and victims of the events occurring in the criminal court process. CPS is available to participate in meetings, conferences, and/or staffings with the District Attorney's Office and Law Enforcement. The Parties agree and understand CPS may only share information obtained during the Initial Assessment without a signed release by a parent or guardian.

#### D. Written Reports and the Sharing Thereof Between CPS and Law Enforcement

CPS will maintain a written record of the investigation, findings, and social service needs assessment for each child abuse/neglect investigation. Law Enforcement will prepare and maintain reports of their investigations. Law Enforcement and CPS will cooperate in the exchange of verbal and written information (including telephone exchanges, emails, etc.) as it relates to child abuse and/or neglect matters throughout the Initial Assessment process. Although all reports and records made on child abuse and neglect are confidential, disclosure of these reports and records is authorized if necessary for the purposes of investigation and/or prosecution. **Law Enforcement and CPS are bound by the confidentiality rules of Wis. Stat. §48.981(7) and shall not release the name of the reporter.** CPS will provide Law Enforcement with the CPS report at the onset of the case.

The Initial Assessment report contains the results and position of CPS regarding whether to pursue juvenile court action or other services and will be made available by CPS to Law Enforcement upon request and without delay. Upon completion of the investigation, Law Enforcement will share their final report with CPS upon request and subject to the limitations in this paragraph. The reports of both Parties shall be mutually shared as needed throughout the entire progress of the investigation pursuant to Wis. Stat. §48.78 (2)(b). CPS and Law Enforcement each retain the discretion to redact personal identifying information and other information as required by law.

## **VI. CRIMINAL INVESTIGATIONS**

If Law Enforcement believes there is probable cause that criminal child abuse or neglect occurred in a case, it will refer the case to the District Attorney's Office. Whether criminal prosecution occurs will be determined by the District Attorney's Office using the standard of establishing guilt beyond a reasonable doubt. Law Enforcement and CPS will cooperate with the District Attorney's Office by providing information, reports, and professional opinion as appropriate. The Parties agree and understand CPS may only share information obtained during the Initial Assessment without a signed release by a parent or guardian.

In all investigations involving child abuse/neglect, it is understood that CPS, Law Enforcement, and the District Attorney are to function in a timely, cooperative, and transparent fashion. This includes sharing information relating to arrests, bail, probation, and parole. It is understood and agreed by all Parties that the primary purpose of the Child Abuse and Neglect Act is the protection of the child, in the present instance and in the future.

## **VII. CONFIDENTIALITY**

The Parties acknowledge reports and records associated with suspected child abuse or neglect obtained and created by CPS are confidential and may not be released or re-released except in circumstances indicated under Wis. Stat. §48.981(7) and in compliance with this Memorandum of Understanding.

CPS shall maintain the confidentiality of any records supplied by Law Enforcement, but may disclose records as permitted by law, including for court proceedings.

In making a report, Law Enforcement officers/deputies and CPS workers will not be required to provide their own personal information, including, but not limited to, home address, date of birth, and personal contact information, as the agency's contact information will be adequate.

## **VIII. TRAINING**

The Parties agree to work together collaboratively to mutually develop and conduct training programs for both Law Enforcement personnel and CPS staff. Trainings might include information regarding:

- how Law Enforcement can recognize abuse and neglect;
- child abuse and neglect reporting laws (Wis. Stat. §48.981(2) and (2m));
- what CPS can do to protect evidence or assist in any pending investigation;
- CPS investigation process and services;
- how to reduce child and family trauma during an investigation; and
- services available at Waukesha County Department of Health and Human Services for children and families.

## **IX. EXPRESS RESERVATIONS**

The Parties acknowledge this Memorandum of Understanding is not intended to, nor should be construed to, create any right or benefit, substantive or procedural, enforceable at law or otherwise between the Parties or any third party against the Parties, their parent agencies, or the officers, employees, agents, or representatives thereof.

## **X. TERM**

This Agreement is effective upon signature and ongoing until terminated pursuant to this Agreement.

## **XI. TERMINATION**

Any Party may terminate their involvement in this Memorandum of Understanding for any reason upon thirty (30) days written notice.

This Memorandum of Understanding shall terminate in its entirety upon thirty (30) days written notice by the Director of the Waukesha County Department of Health and Human Services to each signatory.

## **XII. MEMORANDUM REVIEW**

The Parties will meet as needed to identify issues of mutual concern, to identify solutions relating to child abuse and neglect, or to review this Memorandum of Understanding. This Memorandum of Understanding may be modified or amended upon signature of all parties.

**XIII. EXECUTION**

By signing this Memorandum of Understanding, the following signatories represent they have the authority to sign on behalf of their department or agency and agree this Memorandum of Understanding becomes effective for their department or agency upon their signature.

---

Elizabeth Aldred Date  
Director, Waukesha County, Department of Health and Human Services

---

Lesli S. Boese Date  
District Attorney, Waukesha County

---

Eric Severson Date  
Sheriff, Waukesha County Sheriff's Department

---

Chief of Police, \_\_\_\_\_ Police Department Date

**APPENDIX A**  
**DEFINITIONS**

**48.02 Definitions**

- (1) "Abuse," other than when used in referring to abuse of alcohol beverages or other drugs, means any of the following:
- (a) Physical injury inflicted on a child by other than accidental means.
  - (am) When used in referring to an unborn child, serious physical harm inflicted on the unborn child, and the risk of serious physical harm to the child when born, caused by the habitual lack of self-control of the expectant mother of the unborn child in the use of alcohol beverages, controlled substances or controlled substance analogs, exhibited to a severe degree.
  - (b) Sexual intercourse or sexual contact under s. 940.225, 948.02, 948.025, or 948.085.
  - (c) A violation of s. 948.05.
  - (cm) A violation of s. 948.051.
  - (d) Permitting, allowing or encouraging a child to violate s. 944.30 (1m).
  - (e) A violation of s. 948.055.
  - (f) A violation of s. 948.10.
  - (g) Manufacturing methamphetamine in violation of s. 961.41 (1) (e) under any of the following circumstances:
    - 1. With a child physically present during the manufacture.
    - 2. In a child's home, on the premises of a child's home, or in a motor vehicle located on the premises of a child's home.
    - 3. Under any other circumstances in which a reasonable person should have known that the manufacture would be seen, smelled, or heard by a child.
  - (gm) Emotional damage for which the child's parent, guardian or legal custodian has neglected, refused or been unable for reasons other than poverty to obtain the necessary treatment or to take steps to ameliorate the symptoms.
- (2) "Child," when used without further qualification, means a person who is less than 18 years of age, except that for purposes of investigating or prosecuting a person who is alleged to have violated a state or federal criminal law or any civil law or municipal ordinance, "child" does not include a person who has attained 17 years of age.
- (5j) "Emotional damage" means harm to a child's psychological or intellectual functioning. "Emotional damage" shall be evidenced by one or more of the following characteristics exhibited to a severe degree: anxiety; depression; withdrawal; outward aggressive behavior; or a substantial and observable change in behavior, emotional response or cognition that is not within the normal range for the child's age and stage of development.

**(11)** "Legal custodian" means a person, other than a parent or guardian, or an agency to whom legal custody of the child has been transferred by a court but does not include a person who has only physical custody of the child.

**(12)** "Legal custody" means a legal status created by the order of a court, which confers the right and duty to protect, train and discipline the child, and to provide food, shelter, legal services, education and ordinary medical and dental care, subject to the rights, duties and responsibilities of the guardian of the child and subject to any residual parental rights and responsibilities and the provisions of any court order.

**(12g)** "Neglect" means failure, refusal or inability on the part of a caregiver, for reasons other than poverty, to provide necessary care, food, clothing, medical or dental care or shelter so as to seriously endanger the physical health of the child.

**(13)** "Parent" means a biological parent, a husband who has consented to the artificial insemination of his wife under s. 891.40, or a parent by adoption. If the child is a nonmarital child who is not adopted or whose parents do not subsequently intermarry under s. 767.803, "parent" includes a person conclusively determined from genetic test results to be the father under s. 767.804 or a person acknowledged under s. 767.805 or a substantially similar law of another state or adjudicated to be the biological father. "Parent" does not include any person whose parental rights have been terminated. For purposes of the application of s. 48.028 and the federal Indian Child Welfare Act, 25 USC 1901 to 1963, "parent" means a biological parent, an Indian husband who has consented to the artificial insemination of his wife under s. 891.40, or an Indian person who has lawfully adopted an Indian child, including an adoption under tribal law or custom, and includes, in the case of a nonmarital child who is not adopted or whose parents do not subsequently intermarry under s. 767.803, a person conclusively determined from genetic test results to be the father under s. 767.804, a person acknowledged under s. 767.805, a substantially similar law of another state, or tribal law or custom to be the biological father, or a person adjudicated to be the biological father, but does not include any person whose parental rights have been terminated.

**(14)** "Physical custody" means actual custody of the person in the absence of a court order granting legal custody to the physical custodian.

**(14g)** "Physical injury" includes but is not limited to lacerations, fractured bones, burns, internal injuries, severe or frequent bruising or great bodily harm, as defined in s. 939.22 (14).

**(17m)** "Special treatment or care" means professional services which need to be provided to a child or his or her family to protect the well-being of the child, prevent placement of the child outside the home or meet the special needs of the child. "Special treatment or care" also means professional services which need to be provided to the expectant mother of an unborn child to protect the physical health of the unborn child and of the child when born from the harmful effects resulting from the habitual lack of self-control of the expectant mother in the use of alcohol, controlled substances or controlled substance analogs, exhibited to a severe

degree. This term includes, but is not limited to, medical, psychological or psychiatric treatment, alcohol or other drug abuse treatment or other services which the court finds to be necessary and appropriate.

**(19)** "Unborn child" means a human being from the time of fertilization to the time of birth.

#### **48.981 Definitions**

**(am)** "Caregiver" means, with respect to a child who is the victim or alleged victim of abuse or neglect or who is threatened with abuse or neglect, any of the following persons:

1. The child's parent, grandparent, great grandparent, stepparent, brother, sister, stepbrother, stepsister, half-brother, or half-sister.
2. The child's guardian.
3. The child's legal custodian.
4. A person who resides or has resided regularly or intermittently in the same dwelling as the child.
5. An employee of a residential facility or residential care center for children and youth in which the child was or is placed.
6. A person who provides or has provided care for the child in or outside of the child's home.
7. Any other person who exercises or has exercised temporary or permanent control over the child or who temporarily or permanently supervises or has supervised the child.
8. Any relative of the child other than a relative specified in subd. 1.

**(ct)** "Indian unborn child" means an unborn child who, when born, may be eligible for affiliation with an Indian tribe in any of the following ways:

1. As a member of the Indian tribe.
2. As a person who is eligible for membership in an Indian tribe and the biological child of a member of an Indian tribe.

**(cu)** "Juvenile correctional officer" means a person employed by the state, a political subdivision of the state, a child welfare agency that is licensed under s. 48.66 (1) (b), or a private entity contracting under s. 938.222 whose principal duty is the supervision of juveniles held in a juvenile detention facility, a juvenile correctional facility, or a secured residential care center for children and youth.

**(f)** "Record" means any document relating to the investigation, assessment and disposition of a report under this section.

**(g)** "Reporter" means a person who reports suspected abuse or neglect or a belief that abuse or neglect will occur under this section.

**(h)** "Subject" means a person or unborn child named in a report or record as any of the following:

1. A child who is the victim or alleged victim of abuse or neglect or who is threatened with abuse or neglect.

1m. An unborn child who is the victim or alleged victim of abuse or who is at substantial risk of abuse.

2. A person who is suspected of abuse or neglect or who has been determined to have abused or neglected a child or to have abused an unborn child.



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Fax, 262-567-4115  
Highway Dept., 262-567-2422  
Police Dept., 262-567-1134  
Building Inspector, 262-490-4141  
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## MEMORANDUM

To: Village Board

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

Date: October 3, 2025

Re: Department of Public Works Administrative Report

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### **DPW Crew Activities**

#### ***Staffing Update***

- The vacant DPW Operator position has been posted, and staff will work on vetting candidates as applications are submitted. A separate agenda item has been included on the October 9<sup>th</sup> Village Board meeting requesting direction for hiring of this position.

#### ***Cemetery Activity Summary***

- Three burials were completed in September.
- 1 grave sale, 1 double niche sale, and two deed transfers occurred in September.
- A Cemetery Board meeting is scheduled for October 10<sup>th</sup> at 8:30 a.m. at Village Hall.

#### ***Equipment Maintenance & Repair***

- Nothing significant to report.

#### ***Park Activities***

- The playground has been fully installed at Genesee Lake Road Park. Staff completed additional grading around the site in early October, and seed and matting will be installed around the area until grass is established.

#### **Friends of Summit Parks Update**

- The Friends group met on Monday, September 22<sup>nd</sup> at Village Hall. The following topics were discussed at the meeting:
  - Update on efforts to partner with Friends of Oconomowoc Parks
  - Bench design and fundraising efforts.
  - Dog waste receptacle design and fundraising efforts.
  - A fall cleanup at Genesee Lake Road Park has been scheduled for Saturday, November 15<sup>th</sup> at 10:00 a.m. with a rain date of Sunday, November 16<sup>th</sup> at 10:30 a.m.
- The next meeting is scheduled for Monday, October 20<sup>th</sup> at 5:30 p.m. at Village Hall.

#### ***Road Maintenance Activities***

- Staff continue to address potholes throughout the Village.

### ***Facilities Maintenance***

- Staff will work with the Police Department to install exterior door numbers to all manned doors.
- Lyons Electric has been contracted to replace the damaged light pole in the Village Hall parking lot, and a new tree will be planted to replace the damaged tree that was removed. Any costs not covered by insurance will be billed to the party responsible for the damage.

### **Waukesha County Damage Assessment for Public Infrastructure (August Flooding Event)**

Nothing significant to report.

### **N Dousman Road Multi-Use Trail Extension Project**

Staff obtained formal proposals for easement acquisition services costs and will present to the Village Board for consideration in a separate agenda item at the October 9<sup>th</sup> Village Board meeting. Assuming that a consultant is hired at that time, it is anticipated that real estate will be completed by the end of May 2026.

Strand Associates completed an amendment to the design contract (currently expires at the end of 2025). The amendment will be presented to the Village Board for consideration in a separate agenda item at the October 9<sup>th</sup> Village Board meeting.

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

Wolf Paving and their subcontractors are nearing completion of the parking lot project. Only landscaping items remain.

Wolf Paving completed the punch list items from the 2024 road program so that the retainage can be released (\$14,073.81). Payment Application No. 4 was submitted to the Village in early October. Once payment is issued, staff will work on a request for LRIP funds for the 2024 – 2026 program cycle for the portion of S Waterville Rd completed in 2024.

### **Waterville Lake Dam Ownership Update**

The Waterville Lake HOA has contracted with GEC to complete an inspection requested by the DNR after the August severe flooding event. They are not anticipating any concerns from the inspection.

### **Pabst Farms Joint Stormwater District Update**

Nothing significant to report.

### **SEWRPC Investigation of Pabst Farms Development Impacts**

At a recent Village Board meeting, staff were directed to reach out to SEWRPC to determine if they would be able to obtain some insight on how best to determine what impacts the development in the Pabst Farms/I-94 corridor will have on water levels and quality in the Village and the City of Oconomowoc. Joel Dietl, the Chief Land Use Planner, spoke with Director Nash on September 23<sup>rd</sup>.

Joel indicated that he believes there is data from existing plans that SEWRPC has completed that are pertinent to this topic. If so, this information would be relatively easy to pull from existing documents with little to no charge to the Village. This information would be relative to the region as a whole. If we are requesting more in depth investigation on the Pabst Farms Development and the I-94 corridor specifically, or if we want monitoring and mitigation efforts to be evaluated, this would get outside of their abilities.

Joel followed up with an email requesting more information. Staff will work on providing the requested information to Joel in the coming weeks and will continue to update the Village Board.

**Proposed Intersection Improvements at Genesee Lake Rd and STH 67**

A separate agenda item has been added to the October 9, 2025 Village Board meeting related to off-road bike facilities on STH 67 between Aurora Drive and Normandale Drive.

**National Fitness Campaign Status**

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

**Village Safety Program Development & Implementation**

***Safety Committee Meeting***

The next meeting is scheduled for Monday, December 1<sup>st</sup> 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



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### MEMORANDUM

To: Village Board

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: October 6, 2025

Re: Intermunicipal Agreement for Recycling with Waukesha County

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**BACKGROUND:** Waukesha County put together a workgroup to review and modify the existing IGA since the contract for recycling processing and marketing was awarded to Waste Management.

**ATTACHMENTS:**

1. Recycling Intergovernmental Agreement (IGA) – **Please return signed document by October 20**
2. Tracked Changes RU Partner Intergovernmental Agreement
  1. This document highlights the amendments made from the previously executed IGA, including some comments to facilitate your internal review.
3. Financial Proforma
4. 2026 Recycling Dividends and Tip Fees Memo

Letter from Village of Eagle President.

**FISCAL IMPACT:** Unknown at this time

**MOTION:** **To approve the Intergovernmental Agreement between the Village of Summit and Waukesha County Regarding the Municipal Recycling Dividend Program to be effective May 1, 2025 until December 31, 2034.**

**OR:** **To notify Waukesha County that the Village will no longer participate in the County Recycling Program based on \_\_\_\_\_.**

**Received 10/5/2025 3 pm**

Abbie,

First, my apologies on not sending this update earlier. With the October 20th deadline coming up, I need to get this notice out to you.

Additionally, I want to explain that I typically won't 'reply all', but in this case I have. I believe the Village of Eagle's stance may be a little controversial, so I feel it's important for the other communities in Waukesha County to hear this update straight from the Village of Eagle and not thru the 'rumor-mills'.

At a Village Board meeting, the Village of Eagle Board of Trustees discussed the new IGA; and the Village of Eagle Board decided to not sign the new IGA and is electing to no longer participate in the county recycle program. The Village of Eagle will continue to recycle, but we will recycle thru our contracted hauler's facility.

The viewpoint by the Village of Eagle's Board was that the changes that are being imposed on our Village are not in the best interest of the Village of Eagle's residents. The changes will cost the Village of Eagle more money, whether today or in the near future due to the increase costs that will be incurred by our contracted hauler. Additionally, the cost savings and dividends that were proposed at the start are no longer available. Without any cost savings to offset the increased costs, that is not a proposal that the Village of Eagle Board is willing to agree to.

It is understood that this decision is going to be controversial, and most likely disputed. The Village of Eagle believes there is an argument that we have a breach of contract situation due to the inability to continue operating under the original contract. The Village of Eagle Board does not wish to initiate a court battle, but the Village of Eagle Board needs to take action that they believe is in their constituent's best interest.

I'm confident this will initiate some conversations; might I even say some debates. The Village Board welcomes conversation, however there is one request. We would request that the conversations be at time that works for the smaller municipalities that have board members that 'volunteer' in their role as a board member. Having the county schedule their discussion meetings during the day Monday thru Friday when many board members across the county are at their primary place of employment isn't a very fair practice for all the smaller communities. Therefore, the Village of Eagle Board would request conversations or meetings that result from the Board's denial of signing the IGA be scheduled at a time that would accommodate most participants from not only the Village of Eagle, but any other community that may want to participate.

Thank you for your time, and I'm sure we'll be in touch regarding the IGA.

Richard Spurrell  
Village of Eagle President

# INTERGOVERNMENTAL AGREEMENT BETWEEN THE **MUNICIPALITY** AND WAUKESHA COUNTY

## Regarding the Municipal Recycling Dividend Program

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is between the **MUNICIPALITY** (“Municipality”) and Waukesha County – Department of Parks and Land Use (“County”) a body corporate and politic. The **MUNICIPALITY** a municipal corporation and County may be referred to individually or collectively in the Agreement as the “Party” or “Parties” respectively.

### RECITALS

**WHEREAS**, since 1990, the County has served as a “Responsible Unit” (“RU”) for recycling under Chapter 287 Wisconsin Statutes for twenty-five (25) participating communities through a Resolution, including the Municipality;

**WHEREAS**, the public/private partnership at the County-owned Material Recovery Facility (“~~MRF~~”) in Waukesha has allowed the County to provide participating communities over \$~~2042~~ million in tax relief (“dividend payments”) and numerous services at no cost, such as recyclable processing, public education programs, household recyclable containers, special event containers and regional recyclable drop-off boxes;

**Commented [AL1]:** Updated to reflect total dividend payments to communities over the course of the program.

**WHEREAS**, between 2007 and 2012, a series of independent and joint studies were completed by both the County and the City of Milwaukee (“City”) to determine the best future path for recyclable processing to adapt to the industry trend of single sort collection and processing systems;

**WHEREAS**, in 2014, after completing a competitive joint request for proposal (RFP) process, the County and City executed an intergovernmental agreement and concurrent contracts with a private company to design, build and operate a Joint City/County MRF in Milwaukee (“Joint MRF”), which began processing single sort recyclables for both communities in March 2015;

**WHEREAS**, in 2021, the County and participating communities convened a Recycling Dividend Workgroup to discuss financial support for municipal recycling costs; and

**WHEREAS**, in accordance with the final recommendations of the Recycling Dividend Workgroup, a formulaic approach will be utilized in determining when dividend payments may be made to participating communities as financial support for municipal recycling costs, and when tipping fees may be charged to participating communities in order to maintain an appropriate MRF Fund Working Capital balance.

Effective May 1, 2025

WHEREAS, on May 31, 2023, the Joint MRF experienced a fire which left the building and equipment significantly damaged, rendering it unable to accept recyclables for processing; and

WHEREAS, on November 13, 2024, Request for Proposal ("RFP") #2024034 Waukesha County Materials Recycling Processing and Marketing was released; and

WHEREAS, on April 22, 2025 the Waukesha County Board of Supervisors ordained Service Contract 2024034 for Processing of Recyclable Materials for Waukesha County with Waste Management of Wisconsin, Inc., which is on file in the Office of the County Clerk;

**NOW THEREFORE**, in consideration of these premises, the County, serving as the RU, and the Municipality, as a participating community, hereby agree as follows:

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Commented [AL2]: Added these statements to provide additional program context.

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## SECTION 1

### SERVICES BY THE MUNICIPALITY

a. Delivery of Recyclables to Joint MRF. The Municipality shall, through its solid waste collection contract, require: 1) all recyclables to be hauled directly to a designated facility as directed by Waukesha County (the "MRF"). As of May 1, 2025, the designated recycling facility is the Waste Management of Wisconsin, Inc. materials recycling facility located at W132N10487 Grant Dr. Germantown, WI 53022 the Joint MRF located at 1401 W. Mount Vernon Ave. Milwaukee in accordance with Waukesha County Code of Ordinances; and 2) the Municipality's solid waste collector ("SWC") to coordinate with the City/County and the Joint MRF operator the delivery of recyclables to the Joint MRF at times that maximize efficiencies at the scale and tip floor and minimize traffic back-ups.

Commented [AL3]: Remove reference to old recycling facility.

In the event the Joint MRF is unable to accept recyclables, the Municipality will direct the SWC to deliver recyclable materials to an alternate location for a designated time, as directed by the County, at no additional cost to the Municipality through a contract between the County and the Municipality's SWC Downtime. In the event that the designated recycling facility is unable to receive or process recyclable material to its full capacity as a result of a planned or unplanned downtime event, the designated facility operator is contractually obligated to Waukesha County to continue to operate, if feasible and commercially practical, to the extent of its reduced capacity and find an alternative solution wherein the remaining recyclable material is responsibly processed at a self-certified materials recovery facility and under the guidelines of the contract with Waukesha County at no additional cost to the County.

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Commented [AL4]: WM's secondary facility which would be utilized for alternate processing is located at: W10700 Brown Deer Rd. Milwaukee, WI 53224.

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Record Keeping and Reporting. The Municipality shall keep records and, through an Internet-based County reporting system, provide annual data required to complete DNR Recycling Grant application and annual reports in accordance with the Waukesha County Code of Ordinances. Additionally, the Municipality shall, through their solid waste collection contract, require their SWC to keep records, provide the necessary data and reports to the County, maintain compliance with applicable state or local codes, program rules, and to comply with the requirement for

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delivery of recyclables to the ~~Joint~~ MRF. This includes, but is not limited to, providing up-to-date information on haul routes, collection days, and contamination.

**Commented [ALS]:** Remove reference to old recycling facility.

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- c.
- d. Collection Contracts. The Municipality shall provide the County a current copy of their solid waste collection contract including any future amendments or contracts.
  - e. Solid Waste Collection Contract Compliance Requirements. The Municipality shall attach and incorporate the attached Exhibit B into the terms of their solid waste collection contract, which describes the Municipality's solid waste and recycling hauler requirements contained in this Agreement.
  - f. Responsible Contact. Municipality will designate an individual to serve as the Responsible Contact to receive recycling updates from the County and participate in the Recycling Dividend Workgroup as further defined in this Agreement.

## SECTION 2

### SERVICES BY THE COUNTY

- a. Educational Program Services. The County will provide educational program services in accordance with the requirements of an "effective recycling program" under Chapter NR 544 Wisconsin Administrative Code.
- b. Effective Recycling Program. The County will provide compliance assurance as required of an "effective recycling program" under Chapter NR 544 Wisconsin Administrative Code.
- c. Recycling Updates. The County will provide recycling updates, including but not limited to current contamination rates and current material sale rates. These updates shall be provided to the Municipality's Responsible Contact every two months.
- d. Annual Planning and Implementation Meeting. The County will host an annual program planning and implementation meeting to provide a comprehensive program update to the Municipality.
- e. Components and Calculations. The County will annually provide a list of included components and a calculation for the additional recycling services and education partnership portions of the dividend.
- f. Recycling Dividend Workgroup. The Recycling Dividend Workgroup is composed of volunteer Responsible Contacts from participating communities. The County shall meet with the Recycling Dividend Workgroup as needed and will take into consideration any recommendations of the Recycling Dividend Workgroup on program elements.

Effective May 1, 2025

### SECTION 3

#### PAYMENTS AND FEES

- a. Dividend Payments. Commencing in 2022, County will calculate dividend payments to Municipality for inclusion in the following budget if as of December 31<sup>st</sup> of the preceding year in which the dividend payment is to be calculated, (1) the MRF Fund's Working Capital is above the cap set by the County and as further defined in Exhibit A, Section 1 and (2) the recycling program's audited financial statements show a positive cash flow at the close of the Waukesha County fiscal year as verified in the County's Annual Comprehensive Financial Report.
- i. Working Capital is defined as the current assets minus the current liabilities, exclusive of the following: 1) Funds specifically reserved for equipment repairs or upgrades; 2) Grant funds received in excess of the state's basic recycling grant; and 3) The recycling consolidation grant to Responsible Units.
  - ii. Positive cash flow is defined as the positive net change in Working Capital from the previous year.
- b. Tipping Fees. Tipping fees ~~shall~~may be charged to the Municipality if as of December 31<sup>st</sup> of the preceding year in which the tipping fee is calculated, the MRF Fund Working Capital is below the floor set by the County and as further defined in Exhibit A, Section 1. Municipality shall pay any tipping fees in accordance with the terms of this Agreement.
- c. Calculation of Dividend Payments and Tipping Fees. Any dividend payments or tipping fees shall be determined by County in accordance with Exhibit A, which is hereby incorporated into the terms of this Agreement.
- d. Timing of Payments and Fees. County will provide status updates regarding estimated dividend payments or tipping fees throughout the auditing and budgeting process. A final invoice if applicable will be issued by March 1 and final payments shall be made by April 1 in the year following the year in which the fee or payment was calculated. Illustration: Audited financials of 2021 are released May 1, 2022. These results are used to determine if there is a dividend payment or tipping fee and the total amount. Staff will calculate each participating community's dividend payment or tipping fee, communicate that to the Municipality, and incorporate it into the budget for the following year. By March 30, 2023 an invoice will be provided (if necessary) and payment will be made by April 1, 2023.

**Commented [AL6]:** 2025 and 2026 would have resulted in tipping fees based on 2023 and 2024 MRF fund balances. The County elected not to pursue tipping fees based on the current circumstances.

### SECTION 4

#### MISCELLANEOUS

- a. Entire Agreement. This Intergovernmental Agreement between the **MUNICIPALITY** and Waukesha County Regarding the Municipal Recycling Dividend Program constitutes the entire,

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Effective May 1, 2025

final, complete, and fully integrated agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior agreements effective May 1, 2025.

a.b. Authority and Responsibilities. Nothing in this Agreement forfeits any RU rights and responsibilities of the County, or any other Municipality or County's rights or responsibilities under state or local laws. The County remains responsible for implementing a recycling education program for residents of the Municipality and for complying with other requirements of an "effective recycling program" under Chapter NR 544 Wisconsin Administrative Code.

b.c. Responsible Contacts. Upon execution of this Agreement, the County, and the Municipality each shall designate in writing a primary person as a Responsible Contact to be responsible for carrying out the activities described in this Agreement.

e.d. Review and Amendments. All changes to the main body of this Agreement shall be mutually agreed upon between the Parties and shall be in writing and designated as written amendments to this Agreement. The County has the authority to change the MRF Fund Working Capital cap and floor balances identified in Exhibit A upon providing twelve months' advance written notice of any changes to the Municipality.

d.e. Effective Date and Term. Upon execution by both parties, this Agreement shall become effective on ~~May 1, 2025~~~~January 1, 2023~~, and shall remain in effect until ~~December 31, 2034~~~~January 1, 2030~~, unless otherwise terminated in writing by either party upon a one (1) year written notice to the other party. Termination of this Agreement does not alter the County's status as the Responsible Unit or the Municipality's responsibilities as a participating community in the Responsible Unit.

**Commented [AL7]:** This aligns with the County's recycling processing and marketing contract with WM.

e.f. Severability. If any clause, provision or section of this Agreement be declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision, or section shall not affect any of the remaining provisions of this Agreement.

f.g. Notices. Any and all notices regarding termination of this Agreement shall be in writing and deemed served upon depositing same with the United States postal Services as "Certified Mail, Return Receipt Requested",

Addressed to the Municipality at:

**MUNICIPALITY ADDRESS**

and to the County at:

Recycling and Solid Waste Supervisor  
Analiene SmithAbbie Liedtke  
aksmithaliedtke@waukeshacounty.gov  
Department of Parks and Land Use  
515 W. Moreland Blvd., Room AC 260

Effective May 1, 2025

Waukesha, WI 53188  
262.896.8300

g-h. Binding Agreement. This Agreement is binding upon the parties hereto and their respective successors and assigns.

WAUKESHA COUNTY:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Dale R. Shaver, Director - Department of Parks and Land Use

MUNICIPALITY

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name

Attest: \_\_\_\_\_

Name, Clerk

#### EXHIBIT A

#### Dividend Payment and Tipping Fee Formula

#### SECTION 1

#### MRF FUND WORKING CAPITAL

The County will set the MRF Fund Working Capital cap and floor balances to be utilized in determining when a dividend payment or tipping fee will be issued. The County has identified the following minimum balances, excluding grant issued funds and segregated funds for equipment repair and maintenance and efficiency improvement, to be utilized in determining when a dividend payment or tipping fee will be issued:

| Effective May 1, 2025

Cap \$3,500,000.00

Floor \$3,100,000.00

The County has the authority to change the MRF Fund Working Capital cap and floor balances upon providing twelve months' advance written notice of any changes to the Municipality. Any changes to these balances will be based upon several factors including but not limited to market conditions, net commodity revenue, the analysis and recommendations of a third-party vendor and input from local subject matter experts.

## SECTION 2

### DIVIDEND CALCULATION

Dividend payments will be determined when (1) the MRF Fund Working Capital is above the cap identified in Section 1, and (2) the recycling program's audited financial statements of the preceding year show a positive cash flow as defined in Section 3(a) of the Agreement. The Dividend payment calculation will be determined by the County based on County's audited financial statements. This amount shall be divided between the participating communities in the Responsible Unit. The formula utilized by County to determine a Municipality's dividend payment will be based on the following considerations:

- 50% of the dividend will be based upon the proportion of the 5-year average of total eligible costs the Municipality paid for eligible recycling expenses.
- 35% of the dividend will be based upon the number of eligible households in a participating community as a proportion of the total number of eligible households in the program. Eligible households, as defined under Wisconsin Administrative Code NR Chapter 544.04(4), will be identified by the Municipality's January hauling invoice from the SWC or, if not available, according to the County's GIS system. A multiplier of 1, 1.2, 1.4, 1.6, 1.8, or 2 will also be incorporated based on the distance the Municipality is located from the Joint MRF with 1 being the nearest and 2 being the furthest in proximity to the Joint MRF.
- 7.5% of the dividend will be based upon additional recycling services Municipality provides for its residents or all County residents for a minimum of 12 months. In order to qualify, Municipality must provide evidence of said services that is satisfactory to the County. A list of qualifying services and the corresponding scores will be provided on an annual basis to the participating communities. The number of services provided and whether the services are provided to all County residents or the participating community's residents will earn the Municipality a score of 0, 0.5, 2, or 3. A numerical assignment of 3 represents the highest number of services provided.
- 7.5% of the dividend will be allocated based on education and outreach partnership opportunities in which a Municipality collaborates with the County. A list of qualifying opportunities and the corresponding scores will be provided on an annual basis to the participating communities. The number of services provided and whether the services are provided to all County residents or the municipalities' residents will earn Municipality a score of 0, 1, 2, or 3, with 3 being the highest number of qualifying opportunities.

Illustration: Municipality "Y" has a 5-year average of total eligible recycling costs of \$500,000 and the 5-year average of the total eligible recycling costs for all participating communities is \$7,000,000. Municipality "Y" has 4,760 eligible households and the total number of eligible households for all participating communities is 200,000. Municipality "Y" is located 38 miles away from the Joint MRF, earning a multiplier of 2 for its eligible household points. Municipality "Y" also provided additional services for all County residents earning an additional recycling services score of '2' and partnered on education and outreach with the County, earning an education and partnership score of '3'. The total number of additional service points for all participating communities is 14.5 and the total number for education and outreach partnership points is 20. In this illustration, the total dividend available to be divided is \$100,000. Accordingly, Municipality "Y" will receive the following: 1) 7.14% or \$3,570 for its 5-year average of total eligible recycling costs in proportion to the total eligible recycling costs for all participating communities; 2) 4.76% or \$1,666 for its eligible households in proportion to the total number of eligible households in all participating communities after factoring in the multiplier for proximity to the Joint MRF; 3) 13.79% or \$1,034 for additional recycling services; and 4) 15% or \$1,125 for education and outreach partnership opportunities. Therefore, Municipality "Y"'s total dividend payment, after taking into account all of the aforementioned considerations, would amount to \$7,395.

### SECTION 3

#### TIPPING FEE CALCULATION

Tipping Fees ~~will~~ may be charged to the Municipality and Municipality agrees to pay same when (1) the MRF Fund Working Capital is below the floor identified in Section 1. The tipping fee calculation will be determined by the County based on the County's audited financial statements. This amount shall be divided between the participating communities in the Responsible Unit according to the following formula:

$$\text{Fee} = \text{EH} * [(\text{F}-\text{B}) / \text{TH}]$$

Whereas:

- EH = Number of eligible households in a municipality, as defined under Wisconsin Administrative Code NR Chapter 544.04(4), which will be identified by the Municipality's January hauling invoice from the SWC or, if not available, according to the County's GIS system
- F=MRF Fund Working Capital floor
- B=Balance of the MRF Fund Working Capital as defined by Section 3(a) of the Agreement and Exhibit A, Sec. 1
- TH = Total eligible households from all participating communities in the County's RU, as defined under Wisconsin Administrative Code NR Chapter 544.04(4), which will be identified by the municipalities' January invoices from the SWCs or, if not available, according to the County's GIS system.

Effective May 1, 2025

## EXHIBIT B

### Collection Contract Compliance Items Related to Waukesha County's Municipal Recycling Dividend Program

The Contractor shall comply with the provisions below, which are required to maintain eligibility for payments from Waukesha County ("County") through an intergovernmental agreement (IGA) with [insert Municipality name] or Local Unit of Government ("LUG"). In case of conflict with other provisions of this Contract, this Exhibit shall prevail.

#### A. Recycling Container Provisions

1. Recycling Container Standards. All recycling containers shall be for single sort recycling and shall meet County standards for in-mold educational labeling, identifying recyclable and non-recyclable/hazardous materials. All containers shall have a 10-year warranty.
2. Distribution and Use of Recycling Containers. Contractor shall, by the dates specified in this Contract, distribute recycling containers to each household/unit served under this Contract. Contractor shall ensure these containers are only used for recycling. Contractor shall notify any non-complying household/unit at the time non-compliance is observed, and shall track and report a summary of non-compliance to the LUG monthly.
3. Distribution of Educational Materials. Contractor shall attach educational materials to the top of each recycling container upon delivery of the containers, as noted above. The educational materials will be provided to the Contractor by the County at no cost to the Contractor.
4. Contractor Report on Containers. Contractor shall provide the County an annual (calendar year) report by March 1 each year on the number and size(s) of recycling containers used within the LUG, including the number of households/units.

#### B. Direct Haul Provisions

1. Direct Haul. Contractor shall deliver all recyclable materials collected under this Contract to the designated facility identified as Waste Management of Wisconsin, Inc. MRF located at W132N10487 Grant Dr. Germantown, WI 53022 ~~Joint MRF at 1401 W. Mount Vernon Ave., Milwaukee, WI.~~
2. Delivery Protocol. Contractor shall coordinate delivery times with the City of Milwaukee County and the Joint MRF operator (i.e., Republic Services Waste Management of Wisconsin, Inc.) to maximize efficiencies at the truck scale and tip floor and minimize traffic back-ups. For all recyclable deliveries to the Joint MRF, Contractor shall comply with the County Protocol, which is subject to periodic updates to meet the stated intent.
3. Record Keeping and Reports. Contractor shall keep records and provide all requested data and reports to the County as needed to administer the IGA and maintain compliance with applicable state or local codes, program rules, and the protocol for delivery of recyclables to the Joint MRF. This includes, but is not limited to, providing up-to-date information on haul routes, collection days and times, and vehicles used to collect recyclables.
4. Alternate Processing. In the event the Joint MRF is unable to accept recyclables the Contractor shall deliver recyclable materials to an alternate location for a designated time, as directed by the County. ~~[Note: Any additional transportation and processing costs will be covered by separate contract with the County or the Joint MRF operator.]~~

Effective May 1, 2025



**Waukesha County**  
*Department of Parks and Land Use*

September 15, 2025

Re: 2026 Recycling Dividends and Tip Fees

To Whom It May Concern,

We extend our gratitude for your ongoing partnership in the Waukesha County Recycling Program. In 2021, Waukesha County engaged municipal partners to update Intergovernmental Agreements (“IGA”), which included procedures concerning dividends and potential tip fees for the recycling program. Consistent with these practices, we are communicating our decisions regarding the 2026 fiscal year in advance of forthcoming budget processes.

County staff have concluded their analysis of the 2024 Material Recovery Facility (“MRF”) Fund Working Capital to evaluate options for dividends and potential tip fees for 2026 recycling partner community budgets. Despite the MRF Fund Working Capital falling below the designated floor balance of \$3.1 Million, as established in the IGA with our community partners, Waukesha County has elected not to issue tip fees for the 2026 fiscal year.

This decision is influenced by the promising potential of our newly signed 10-year recycling processing agreement with Waste Management of Wisconsin, effective May 1, 2025. This agreement provides favorable conditions and outlook, indicating that the issuance of tip fees over the next decade will likely be unnecessary. This strategic achievement sets our program apart from others across the United States, as most programs charge tip fees.

Waukesha County remains committed to delivering ongoing, timely updates and appreciates your cooperation in ensuring a successful recycling program. For any questions, please reach out to the Waukesha County Recycling and Solid Waste Supervisor, Abbie Liedtke at [aliedtke@waukeshacounty.gov](mailto:aliedtke@waukeshacounty.gov) or (262) 896-8317.

Thank you,

Alan Barrows  
Land Resources Manager



**INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
VILLAGE OF SUMMIT AND WAUKESHA COUNTY  
Regarding the Municipal Recycling Dividend Program**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is between the Village of Summit (“Municipality”) and Waukesha County – Department of Parks and Land Use (“County”) a body corporate and politic. The Village of Summit a municipal corporation and County may be referred to individually or collectively in the Agreement as the “Party” or “Parties” respectively.

**RECITALS**

**WHEREAS**, since 1990, the County has served as a “Responsible Unit” (“RU”) for recycling under Chapter 287 Wisconsin Statutes for twenty-five (25) participating communities through a Resolution, including the Municipality;

**WHEREAS**, the public/private partnership at the County-owned Material Recovery Facility in Waukesha has allowed the County to provide participating communities over \$20 million in tax relief (“dividend payments”) and numerous services at no cost, such as recyclable processing, public education programs, household recyclable containers, special event containers and regional recyclable drop-off boxes;

**WHEREAS**, between 2007 and 2012, a series of independent and joint studies were completed by both the County and the City of Milwaukee (“City”) to determine the best future path for recyclable processing to adapt to the industry trend of single sort collection and processing systems;

**WHEREAS**, in 2014, after completing a competitive joint request for proposal (RFP) process, the County and City executed an intergovernmental agreement and concurrent contracts with a private company to design, build and operate a Joint City/County MRF in Milwaukee (“Joint MRF”), which began processing single sort recyclables for both communities in March 2015;

**WHEREAS**, in 2021, the County and participating communities convened a Recycling Dividend Workgroup to discuss financial support for municipal recycling costs; and

**WHEREAS**, in accordance with the final recommendations of the Recycling Dividend Workgroup, a formulaic approach will be utilized in determining when dividend payments may be made to participating communities as financial support for municipal recycling costs, and when tipping fees may be charged to participating communities in order to maintain an appropriate MRF Fund Working Capital balance.

Effective May 1, 2025

**WHEREAS**, on May 31, 2023, the Joint MRF experienced a fire which left the building and equipment significantly damaged, rendering it unable to accept recyclables for processing; and

**WHEREAS**, on November 13, 2024, Request for Proposal (“RFP”) #2024034 Waukesha County Materials Recycling Processing and Marketing was released; and

**WHEREAS**, on April 22, 2025 the Waukesha County Board of Supervisors ordained Service Contract 2024034 for Processing of Recyclable Materials for Waukesha County with Waste Management of Wisconsin, Inc., which is on file in the Office of the County Clerk;

**NOW THEREFORE**, in consideration of these premises, the County, serving as the RU, and the Municipality, as a participating community, hereby agree as follows:

## SECTION 1

### SERVICES BY THE MUNICIPALITY

- a. Delivery of Recyclables to MRF. The Municipality shall, through its solid waste collection contract, require: 1) all recyclables to be hauled directly to a designated facility as directed by Waukesha County (the “MRF”). As of May 1, 2025, the designated recycling facility is the Waste Management of Wisconsin, Inc. materials recycling facility located at W132N10487 Grant Dr. Germantown, WI 53022 ; and 2) the Municipality’s solid waste collector (“SWC”) to coordinate with the County and the MRF operator the delivery of recyclables to the MRF at times that maximize efficiencies at the scale and tip floor and minimize traffic back-ups.
- b. Downtime. In the event that the designated recycling facility is unable to receive or process recyclable material to its full capacity as a result of a planned or unplanned downtime event, the designated facility operator is contractually obligated to Waukesha County to continue to operate, if feasible and commercially practical, to the extent of its reduced capacity and find an alternative solution wherein the remaining recyclable material is responsibly processed at a self-certified materials recovery facility and under the guidelines of the contract with Waukesha County at no additional cost to the County.
- c. Record Keeping and Reporting. The Municipality shall keep records and, through an Internet-based County reporting system, provide annual data required to complete DNR Recycling Grant application and annual reports in accordance with the Waukesha County Code of Ordinances. Additionally, the Municipality shall, through their solid waste collection contract, require their SWC to keep records, provide the necessary data and reports to the County, maintain compliance with applicable state or local codes, program rules, and to comply with the requirement for delivery of recyclables to the MRF. This includes, but is not limited to, providing up-to-date information on haul routes, collection days, and contamination.
- d. Collection Contracts. The Municipality shall provide the County a current copy of their solid waste collection contract including any future amendments or contracts.

- e. Solid Waste Collection Contract Compliance Requirements. The Municipality shall attach and incorporate the attached Exhibit B into the terms of their solid waste collection contract, which describes the Municipality’s solid waste and recycling hauler requirements contained in this Agreement.
- f. Responsible Contact. Municipality will designate an individual to serve as the Responsible Contact to receive recycling updates from the County and participate in the Recycling Dividend Workgroup as further defined in this Agreement.

## SECTION 2

### SERVICES BY THE COUNTY

- a. Educational Program Services. The County will provide educational program services in accordance with the requirements of an “effective recycling program” under Chapter NR 544 Wisconsin Administrative Code.
- b. Effective Recycling Program. The County will provide compliance assurance as required of an “effective recycling program” under Chapter NR 544 Wisconsin Administrative Code.
- c. Recycling Updates. The County will provide recycling updates, including but not limited to current contamination rates and current material sale rates. These updates shall be provided to the Municipality’s Responsible Contact every two months.
- d. Annual Planning and Implementation Meeting. The County will host an annual program planning and implementation meeting to provide a comprehensive program update to the Municipality.
- e. Components and Calculations. The County will annually provide a list of included components and a calculation for the additional recycling services and education partnership portions of the dividend.
- f. Recycling Dividend Workgroup. The Recycling Dividend Workgroup is composed of volunteer Responsible Contacts from participating communities. The County shall meet with the Recycling Dividend Workgroup as needed and will take into consideration any recommendations of the Recycling Dividend Workgroup on program elements.

## SECTION 3

### PAYMENTS AND FEES

- a. Dividend Payments. Commencing in 2022, County will calculate dividend payments to Municipality for inclusion in the following budget if as of December 31<sup>st</sup> of the preceding year in

which the dividend payment is to be calculated, (1) the MRF Fund's Working Capital is above the cap set by the County and as further defined in Exhibit A, Section 1 and (2) the recycling program's audited financial statements show a positive cash flow at the close of the Waukesha County fiscal year as verified in the County's Annual Comprehensive Financial Report.

- i. Working Capital is defined as the current assets minus the current liabilities, exclusive of the following: 1) Funds specifically reserved for equipment repairs or upgrades; 2) Grant funds received in excess of the state's basic recycling grant; and 3) The recycling consolidation grant to Responsible Units.
  - ii. Positive cash flow is defined as the positive net change in Working Capital from the previous year.
- b. Tipping Fees. Tipping fees may be charged to the Municipality if as of December 31<sup>st</sup> of the preceding year in which the tipping fee is calculated, the MRF Fund Working Capital is below the floor set by the County and as further defined in Exhibit A, Section 1. Municipality shall pay any tipping fees in accordance with the terms of this Agreement.
- c. Calculation of Dividend Payments and Tipping Fees. Any dividend payments or tipping fees shall be determined by County in accordance with Exhibit A, which is hereby incorporated into the terms of this Agreement.
- d. Timing of Payments and Fees. County will provide status updates regarding estimated dividend payments or tipping fees throughout the auditing and budgeting process. A final invoice if applicable will be issued by March 1 and final payments shall be made by April 1 in the year following the year in which the fee or payment was calculated. Illustration: Audited financials of 2021 are released May 1, 2022. These results are used to determine if there is a dividend payment or tipping fee and the total amount. Staff will calculate each participating community's dividend payment or tipping fee, communicate that to the Municipality, and incorporate it into the budget for the following year. By March 30, 2023 an invoice will be provided (if necessary) and payment will be made by April 1, 2023.

#### SECTION 4

#### MISCELLANEOUS

- a. Entire Agreement. This Intergovernmental Agreement between the Village of Summit and Waukesha County Regarding the Municipal Recycling Dividend Program constitutes the entire, final, complete, and fully integrated agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior agreements effective May 1, 2025.
- b. Authority and Responsibilities. Nothing in this Agreement forfeits any RU rights and responsibilities of the County, or any other Municipality or County's rights or responsibilities under state or local laws. The County remains responsible for implementing a recycling education program for residents of the Municipality and for complying with other requirements of an "effective recycling program" under Chapter NR 544 Wisconsin Administrative Code.

- c. Responsible Contacts. Upon execution of this Agreement, the County, and the Municipality each shall designate in writing a primary person as a Responsible Contact to be responsible for carrying out the activities described in this Agreement.
- d. Review and Amendments. All changes to the main body of this Agreement shall be mutually agreed upon between the Parties and shall be in writing and designated as written amendments to this Agreement. The County has the authority to change the MRF Fund Working Capital cap and floor balances identified in Exhibit A upon providing twelve months' advance written notice of any changes to the Municipality.
- e. Effective Date and Term. Upon execution by both parties, this Agreement shall become effective on May 1, 2025, and shall remain in effect until December 31, 2034, unless otherwise terminated in writing by either party upon a one (1) year written notice to the other party. Termination of this Agreement does not alter the County's status as the Responsible Unit or the Municipality's responsibilities as a participating community in the Responsible Unit.
- f. Severability. If any clause, provision or section of this Agreement be declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision, or section shall not affect any of the remaining provisions of this Agreement.
- g. Notices. Any and all notices regarding termination of this Agreement shall be in writing and deemed served upon depositing same with the United States postal Services as "Certified Mail, Return Receipt Requested",

Addressed to the Municipality at:

Village of Summit  
Public Works Director  
Kamron Nash  
pwdirector@villageofsummitwi.gov  
37100 Delafield Rd  
Summit, WI 53066  
262.567.2757

and to the County at:

Recycling and Solid Waste Supervisor  
Abbie Liedtke  
aliedtke@waukeshacounty.gov  
Department of Parks and Land Use  
515 W. Moreland Blvd., Room AC 260  
Waukesha, WI 53188

Effective May 1, 2025

262.896.8300

- h. Binding Agreement. This Agreement is binding upon the parties hereto and their respective successors and assigns.

WAUKESHA COUNTY:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Dale R. Shaver, Director - Department of Parks and Land Use

MUNICIPALITY

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name

Attest: \_\_\_\_\_

Name, Clerk

**EXHIBIT A**

**Dividend Payment and Tipping Fee Formula**

**SECTION 1**

**MRF FUND WORKING CAPITAL**

The County will set the MRF Fund Working Capital cap and floor balances to be utilized in determining when a dividend payment or tipping fee will be issued. The County has identified the following minimum balances, excluding grant issued funds and segregated funds for equipment repair and maintenance and efficiency improvement, to be utilized in determining when a dividend payment or tipping fee will be issued:

Effective May 1, 2025

Cap \$3,500,000.00

Floor \$3,100,000.00

The County has the authority to change the MRF Fund Working Capital cap and floor balances upon providing twelve months' advance written notice of any changes to the Municipality. Any changes to these balances will be based upon several factors including but not limited to market conditions, net commodity revenue, the analysis and recommendations of a third-party vendor and input from local subject matter experts.

## SECTION 2

### DIVIDEND CALCULATION

Dividend payments will be determined when (1) the MRF Fund Working Capital is above the cap identified in Section 1, and (2) the recycling program's audited financial statements of the preceding year show a positive cash flow as defined in Section 3(a) of the Agreement. The Dividend payment calculation will be determined by the County based on County's audited financial statements. This amount shall be divided between the participating communities in the Responsible Unit. The formula utilized by County to determine a Municipality's dividend payment will be based on the following considerations:

- 50% of the dividend will be based upon the proportion of the 5-year average of total eligible costs the Municipality paid for eligible recycling expenses.
- 35% of the dividend will be based upon the number of eligible households in a participating community as a proportion of the total number of eligible households in the program. Eligible households, as defined under Wisconsin Administrative Code NR Chapter 544.04(4), will be identified by the Municipality's January hauling invoice from the SWC or, if not available, according to the County's GIS system. A multiplier of 1, 1.2, 1.4, 1.6, 1.8, or 2 will also be incorporated based on the distance the Municipality is located from the Joint MRF with 1 being the nearest and 2 being the furthest in proximity to the Joint MRF.
- 7.5% of the dividend will be based upon additional recycling services Municipality provides for its residents or all County residents for a minimum of 12 months. In order to qualify, Municipality must provide evidence of said services that is satisfactory to the County. A list of qualifying services and the corresponding scores will be provided on an annual basis to the participating communities. The number of services provided and whether the services are provided to all County residents or the participating community's residents will earn the Municipality a score of 0, 0.5, 2, or 3. A numerical assignment of 3 represents the highest number of services provided.
- 7.5% of the dividend will be allocated based on education and outreach partnership opportunities in which a Municipality collaborates with the County. A list of qualifying opportunities and the corresponding scores will be provided on an annual basis to the participating communities. The number of services provided and whether the services are provided to all County residents or the municipalities' residents will earn Municipality a score of 0, 1, 2, or 3, with 3 being the highest number of qualifying opportunities.

Illustration: Municipality “Y” has a 5-year average of total eligible recycling costs of \$500,000 and the 5-year average of the total eligible recycling costs for all participating communities is \$7,000,000. Municipality “Y” has 4,760 eligible households and the total number of eligible households for all participating communities is 200,000. Municipality “Y” is located 38 miles away from the Joint MRF, earning a multiplier of 2 for its eligible household points. Municipality “Y” also provided additional services for all County residents earning an additional recycling services score of ‘2’ and partnered on education and outreach with the County, earning an education and partnership score of ‘3’. The total number of additional service points for all participating communities is 14.5 and the total number for education and outreach partnership points is 20. In this illustration, the total dividend available to be divided is \$100,000. Accordingly, Municipality “Y” will receive the following: 1) 7.14% or \$3,570 for its 5-year average of total eligible recycling costs in proportion to the total eligible recycling costs for all participating communities; 2) 4.76% or \$1,666 for its eligible households in proportion to the total number of eligible households in all participating communities after factoring in the multiplier for proximity to the Joint MRF; 3) 13.79% or \$1,034 for additional recycling services; and 4) 15% or \$1,125 for education and outreach partnership opportunities. Therefore, Municipality “Y”’s total dividend payment, after taking into account all of the aforementioned considerations, would amount to \$7,395.

### SECTION 3

#### TIPPING FEE CALCULATION

Tipping Fees may be charged to the Municipality and Municipality agrees to pay same when (1) the MRF Fund Working Capital is below the floor identified in Section 1. The tipping fee calculation will be determined by the County based on the County’s audited financial statements. This amount shall be divided between the participating communities in the Responsible Unit according to the following formula:

$$\text{Fee} = \text{EH} * [(\text{F}-\text{B})/\text{TH}]$$

Whereas:

- EH = Number of eligible households in a municipality, as defined under Wisconsin Administrative Code NR Chapter 544.04(4), which will be identified by the Municipality’s January hauling invoice from the SWC or, if not available, according to the County’s GIS system
- F=MRF Fund Working Capital floor
- B=Balance of the MRF Fund Working Capital as defined by Section 3(a) of the Agreement and Exhibit A, Sec. 1
- TH = Total eligible households from all participating communities in the County’s RU, as defined under Wisconsin Administrative Code NR Chapter 544.04(4), which will be identified by the municipalities’ January invoices from the SWCs or, if not available, according to the County’s GIS system.

Effective May 1, 2025

## EXHIBIT B

### Collection Contract Compliance Items Related to Waukesha County's Municipal Recycling Dividend Program

The Contractor shall comply with the provisions below, which are required to maintain eligibility for payments from Waukesha County ("County") through an intergovernmental agreement (IGA) with [insert Municipality name] or Local Unit of Government ("LUG"). In case of conflict with other provisions of this Contract, this Exhibit shall prevail.

#### A. Recycling Container Provisions

1. Recycling Container Standards. All recycling containers shall be for single sort recycling and shall meet County standards for in-mold educational labeling, identifying recyclable and non-recyclable/hazardous materials. All containers shall have a 10-year warranty.
2. Distribution and Use of Recycling Containers. Contractor shall, by the dates specified in this Contract, distribute recycling containers to each household/unit served under this Contract. Contractor shall ensure these containers are only used for recycling. Contractor shall notify any non-complying household/unit at the time non-compliance is observed, and shall track and report a summary of non-compliance to the LUG monthly.
3. Distribution of Educational Materials. Contractor shall attach educational materials to the top of each recycling container upon delivery of the containers, as noted above. The educational materials will be provided to the Contractor by the County at no cost to the Contractor.
4. Contractor Report on Containers. Contractor shall provide the County an annual (calendar year) report by March 1 each year on the number and size(s) of recycling containers used within the LUG, including the number of households/units.

#### B. Direct Haul Provisions

1. Direct Haul. Contractor shall deliver all recyclable materials collected under this Contract to the designated facility identified as Waste Management of Wisconsin, Inc. MRF located at W132N10487 Grant Dr. Germantown, WI 53022
2. Delivery Protocol. Contractor shall coordinate delivery times with the County and the MRF operator (i.e., Waste Management of Wisconsin, Inc.) to maximize efficiencies at the truck scale and tip floor and minimize traffic back-ups. For all recyclable deliveries to the MRF, Contractor shall comply with the County Protocol, which is subject to periodic updates to meet the stated intent.
3. Record Keeping and Reports. Contractor shall keep records and provide all requested data and reports to the County as needed to administer the IGA and maintain compliance with applicable state or local codes, program rules, and the protocol for delivery of recyclables to the MRF. This includes, but is not limited to, providing up-to-date information on haul routes, collection days and times, and vehicles used to collect recyclables.
4. Alternate Processing. In the event the MRF is unable to accept recyclables the Contractor shall deliver recyclable materials to an alternate location for a designated time, as directed by the County.



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](http://www.summitvillage.org)

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

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**MEMORANDUM**

To: Village Board

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

Date: October 3, 2025

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

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**PURPOSE:**

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

**BACKGROUND:**

Applications are being accepted for one existing vacancy for a DPW Operator position. Staff intend on vetting candidates as they come through with the assistance of the DPW Liaison, and interviews will be scheduled as qualified candidates are identified. The hiring panel will consist of Administrator Michael, Director Nash, DPW Crew Leader Lilienkamp, and Trustee Lee (if available).

Staff wish to receive authority to make an offer to the top candidate, as determined by the hiring panel, to hire for the existing vacant position. The job posting advertised a starting pay range of \$25.00 to \$29.00 per hour, based on experience and qualifications. Village staff's preference will be to hire candidates with experience, which will likely result in a mid-range offer. The approved wage range for this position was set at \$25.00 to \$33.00 per hour. Candidates may wish to negotiate a higher amount of PTO than the Village Handbook states for new employees, and staff recommend that consideration be given to offer PTO that is in line with their years of previous municipal experience.

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

**ATTACHMENTS:** DPW Crew Leader Job Description & Advertisement Notice

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

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



**DPW Operator Position**  
**Department of Public Works**  
**Immediate Opening**

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


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

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

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

**Applications will be accepted until the open positions have been filled.** Review of applicants will begin on Monday, October 13<sup>th</sup> and will continue weekly. Please complete the employment application on the website (<https://summitvillage.org/employment-opportunities/>). Cover letters and letters of reference are not required but are encouraged. Submit employment documents by mail, email, or hand delivery to:

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

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

**OBJECTIVE**

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

**RELATIONSHIPS**

Reports to: Public Works Director

Supervises: Has no supervisory duties.

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

**ESSENTIAL DUTIES**

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

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

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

### **MINIMUM REQUIREMENTS**

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

## **Education and Experience**

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

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

### **Knowledge of:**

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

### **Skill in:**

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

### **Ability to:**

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

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

#### **EQUIPMENT, INSTRUMENTS AND MACHINES:**

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

#### **PHYSICAL FACTORS:**

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

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

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

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

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

**AVAILABILITY:**

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

**DISCLAIMER**

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

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

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



Village Hall, 262-567-2757  
Fax, 262-567-4115  
Highway Dept., 262-567-2422  
Police Dept., 262-567-1134  
Building Inspector, 262-490-4141  
[www.summitvillage.org](http://www.summitvillage.org)

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

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**MEMORANDUM**

To: Village Board

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

Date: September 19, 2025

Re: Discussion and Action on Draft License Agreement for Use of Genesee Lake Road Park (Village Park) by Pirate Lacrosse LLC

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**PURPOSE:**

To receive Village Board approval of the draft 1-year license agreement extension between the Village of Summit and Pirate Lacrosse LLC for use of the lacrosse fields on the west side of the park during the fall of 2025 and the summer of 2026.

**BACKGROUND:**

In 2024, the Village Board extended the license agreement with Pirate Lacrosse LLC for a period of one year to use the Village Park lacrosse fields for practices and games two days per week for several weeks in the fall of 2024 and summer of 2025. The lacrosse group would like to extend the agreement for another year with the same terms and language, except that the days of the week in the summer would be changed from Monday and Wednesday to Tuesday and Thursday.

Fall 2025:	Monday and Wednesday evenings between September 1 <sup>st</sup> and November 15 <sup>th</sup> , 2025
Summer 2026:	Tuesday and Thursday evenings between June 16 <sup>th</sup> and August 15 <sup>th</sup> , 2026

The lease fee rate of \$675 is proposed for the draft agreement extension, and they would be responsible for a portion of the cleaning fees for the public restrooms during their lease. No complaints or issues regarding their use of the park have been reported to Village staff. This request for an extension is coming in slightly later than in previous years, as the company designee working with us in the past is no longer with the group.

**RECOMMENDATION:**

Village staff recommends that the Village Board approve the proposed license agreement extension between the Village of Summit and Pirate Lacrosse LLC.

ATTACHMENTS: License Agreement – Pirate Lacrosse LLC & Village of Summit (DRAFT)

**FISCAL IMPACT:** Additional revenue of \$675 from the proposed license fee, which is expected to be paid in 2026.

**RECOMMENDED MOTION:** Motion to approve the one-year License Agreement extension between the Village of Summit and Pirate Lacrosse LLC for the use of Genesee Lake Road Park as proposed, contingent upon approval by Pirate Lacrosse LLC.

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** ("License") is made this 1<sup>st</sup> day of September, 2025, "Effective Date", between the **VILLAGE OF SUMMIT**, a Wisconsin Municipal Corporation, "Licensor", of 37100 Delafield Road, Summit, Wisconsin, 53066, and **PIRATE LACROSSE LLC**, "Licensee", of 236 North Main Street, Dousman, Wisconsin, 53118, as follows:

The parties agree as follows:

1. **LICENSED PREMISES.** Subject to the exclusive use provisions in Section 5, herein, the Licensor hereby grants a non-exclusive license to the Licensee and the Licensee hereby licenses from the Licensor, subject to the terms, covenants and conditions herein stated, the Premises known and described as follows:

Exhibit "A"

Map of Genesee Lake Road Park with Permitted Area Outlined (Lacrosse Fields)

2. **TERM OF THE LICENSE.** This License commences on the Effective Date and terminates on September 1, 2026 unless extended or earlier terminated as provided herein. Either party may terminate this License by giving the other party thirty (30) days written notice.
3. **LICENSE PAYMENTS.**
  - a. The Licensee shall pay to the Licensor the annual License payment of \$675 for use of the Licensed premises.
  - b. The foregoing License payments represent full-service payments and Licensee shall have no obligation to pay any other charges or additional payments except as otherwise specified in this License. Said License payments shall be paid to the Licensor without notice or demand and without abatement, deduction, or setoff.
  - c. All License payments shall be made to the Village of Summit Treasurer at 37100 Delafield Road, Summit, WI, 53066.
  - d. Licensee shall have until March 31, 2026 to pay the annual License payment before default.
4. **DEFAULT.** If either party to this License should be in default under any provision of this License and such default shall continue to exist after receipt by the defaulting party of thirty days' written notice or such shorter period as may be necessary due to an emergency as specified within the notice, the other party may terminate this License and pursue any other legal or equitable remedies available to it. Such termination of License shall be without prejudice to the right of recovering damages against the defaulting party for breach of this License.
5. **USE AND POSSESSION OF LICENSED PREMISES.**
  - a. Any use not specifically listed herein as permitted shall be deemed prohibited.
  - b. The Premises described in attached Exhibit A are licensed to Licensee for use only as a lacrosse facility in which lacrosse practices and games will be held subject to the terms and conditions of this License. Licensor warrants and represents that this use does not conflict with or is a violation of any zoning or other applicable ordinances.
  - c. Licensee shall have the exclusive right to use the lacrosse fields for the following periods of time:
    - i. Effective Date – November 15, 2025: Mondays and Wednesdays from 4:00 p.m. until sunset.

- ii. June 16, 2026 – August 15, 2026: Tuesdays and Thursdays from 4:00 p.m. until sunset.

If Licensee desires to use any of the lacrosse fields on the Premises at any other days or times of any given week between the Effective Date and November 15, 2025 or between June 16, 2026 and August 15, 2026, Licensee must first seek written approval from the Village Public Works Director (or designee) at least 72 hours prior to the intended use.

- d. Licensee shall inform Licensor if any lacrosse field is open for use between the Effective Date and November 15, 2025 and between June 16, 2026 and August 15, 2026. Licensor shall have the right, upon notification of no use by Licensee, to rent or use the lacrosse fields at its discretion and without adjustment or abatement of the License Fees payable by Licensee under this License.
- e. Licensee and its members and invitees shall have a non-exclusive right to use the paved parking areas of the park depicted on Exhibit A for parking during practices and games. Licensee and its members and invitees may also request other areas of the park for short-term use in traffic for drop-off and pick-up as approved by the Licensor in advance.
- f. Licensee shall be responsible for costs and maintenance related to the restroom building as follows:
  - i. All costs and maintenance between the Effective Date and November 15, 2025.
  - ii. Shared costs (50%) and maintenance between June 16, 2026 and August 15, 2026.
- g. There shall be no outside storage on the Premises.
- h. Licensee shall not have the right to sublet the fields without approval of the Village Public Works Director.

6. **TOURNAMENTS.** Licensee shall not be allowed to schedule weekend tournaments without changes to this License approved by both the Licensee and Licensor. This License provides only for scheduled games and practices of Pirate Lacrosse LLC.

7. **IMPROVEMENTS.**

- a. Licensor shall maintain lacrosse fields on the Premises within the limits shown on Exhibit A.
- b. Licensee shall be respectful and courteous of any other user groups or licensees under agreement with the Village for use of park premises.
- c. Licensee shall remove any and all improvements or structures placed on the Premises by Licensee within the time set forth in any written notice from the Licensor of the Licensor's election to use the Premises for a public purpose. In the event the Licensee fails to remove any and all such improvements or structures within the time frame set forth in any such notice, the Licensor shall have the right to remove all such improvements from the Premises and dispose of the same as abandoned property.

8. **REPAIRS/MAINTENANCE.** The Licensor agrees to keep the general park area in a safe and neat condition. Licensor also agrees to keep the lacrosse fields maintained in conjunction with its regular periodic maintenance of the park. Licensee is responsible for any damage that occurs to the fields, fences, or utility systems during those periods of time that they have exclusive rights to use the fields. Licensor is responsible for any damage at all other times.

9. **LIABILITY.**

- a. As a partial consideration for the Licensor's entry into this License, the Licensee covenants to indemnify and save harmless, accept tender of defense, and to defend and pay any and all legal, accounting, consulting, engineering, and other expenses of any kind or nature relating to the defense of any claim asserted or imposed against the Licensor, its officers, employees, independent contractors, and agents asserted by any party or parties arising out of or related to this License, except as arising for the negligence of the Licensor.

- b. Licensors and Licensee expressly agree that the foregoing indemnification is intended to be as broad and inclusive as is permitted by the laws of the State of Wisconsin and that if any portion thereof is held invalid, it is expressly agreed that the balance of said indemnification and hold harmless covenant shall continue in legal force and effect.
- c. The indemnification provided hereunder shall not constitute a waiver of any provision of Section 893.80 of the Wisconsin Statutes as amended from time-to-time or any other applicable limit(s) on municipal liability.

10. INSURANCE.

- a. Licensee, at its cost, shall maintain Commercial General Liability insurance coverage with a company authorized to do business in the State of Wisconsin that has an A.M. Best A rating or better and Class VII or larger. Such insurance shall be primary with a policy limit in the amount of not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate insuring Licensee and its authorized representative's liability arising out of or in connection with Licensee's use or occupancy of the Licensed Premises.
- b. Limits of liability shall be subject to review and approval by the Licensor on an annual basis in order to continue to adequately protect the parties as circumstances change over time.
- c. The insurance required hereunder shall name the Village of Summit, its boards, commissions, agencies, officers, employees, and representatives as additional insureds under all policies provided prior to License taking effect.
- d. The Licensee shall furnish the Licensor's Village Public Works Director with a Certificate of Insurance in a form approved by the Licensor that provides the Licensor with thirty (30) days advance notice of cancellation or non-renewal of the insurance during the term of the License. Thereafter, the Licensee shall provide a Certificate of Insurance to Licensor's Public Works Director on or before March 1 of each year this License is in effect.

11. TEMPORARY SIGNS. The Licensee shall, at Licensee's expense, be allowed to install temporary signage between the Effective Date and November 15, 2025, and between June 15, 2026 and September 1, 2026, subject to the Licensor's approval as to content, size, and location and subject to Licensee's compliance with any applicable ordinance regulating signs within the Village of Summit. Licensee must remove any signage outside of the permitted dates.

12. ENVIRONMENTAL HARM OR DAMAGE. It is agreed between the Licensor and the Licensee that neither party will do anything to the land which would cause environmental harm or damage, including, but not limited to, the deposit or placement of toxic, harmful, or poisonous materials or substances upon the land through their act or acts of agents.

- a. Licensor represents that, to the best of its knowledge without independent inquiry, it has no knowledge of hazardous materials on the real property as of the date of this License, which are in violation of State or Federal Environmental laws.
- b. Licensor shall notify Licensee when Licensor has or will apply fertilizer or weed control products to the fields and surrounding areas.

13. COMMUNICATIONS. Licensee agrees to appoint a member or members of the Pirate Lacrosse LLC organization to attend the Village of Summit monthly meetings upon request by Licensor's Village Public Works Director during the time frames each year this License is in force.

14. **NOTICE.** Notices under this License shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**LICENSOR:**

Name: Village of Summit  
Attn: Public Works Director  
Address: 37100 Delafield Road  
Summit, WI 53066

**LICENSEE:**

Name: Pirate Lacrosse LLC  
Address: 236 North Main Street  
Dousman, WI 53118

Such addresses may be changed from time to time by either party by providing notice as set forth above.

15. **SURRENDER.** At the expiration of the License created hereunder, whether by lapse of time or otherwise, and on or before September 1, 2026, Licensee will quit and surrender the Licensed Premises in good condition and repair, reasonable wear and tear expected.
16. **ASSIGNMENT AND SUBLICENSES.** The Licensee may not assign this License nor sublet or otherwise encumber the Premises.
17. **ENTIRE LICENSE/AMENDMENT.** This License contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written. This License may be modified or amended in writing, if the writing is signed by both parties and approved by the Village Board of the Village of Summit.
18. **HEIRS, ASSIGNS, SUCCESSORS.** This License is binding upon and inures to the benefit of the heirs, assigns, and successors in interest to the parties.
19. **GOVERNING LAW.** This License shall be construed in accordance with the laws of the State of Wisconsin.
20. **NO LIMITATION ON LICENSOR'S RIGHTS.** Nothing in this License shall be deemed to limit the Licensor's rights to exercise its full lawful authority as described in the United States, State of Wisconsin, Waukesha County, or Village of Summit codes, statutes, ordinances, rules, or orders.
- a. The Village Board of the Village of Summit shall have the right to terminate this License with or without cause upon resolution adopted by the Village Board of the Village of Summit.
  - b. If the Licensor terminates this License without cause between the Effective Date and August 15, 2026, the Licensor shall only refund to the Licensee monies paid in that calendar year on a pro-rated basis.
  - c. The Licensee acknowledges and agrees that it shall not be entitled to any reimbursement from Licensor for any sign, landscaping, or other related or unrelated improvements removed as a result of the Village Board's exercise of the Village's rights at any time to use the Premises for any Village purpose(s).

21. **SEVERABILITY.** If any portion of this License shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this License is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforces as so limited.
22. **WAIVER.** The failure of either party to enforce any provisions of this License shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this License.
23. **MISCELLANEOUS PROVISIONS.**
- a. No use is hereby authorized unless the use is conducted in a lawful, orderly, and peaceful manner. Nothing in this License shall be deemed to authorize any public or private nuisance or to constitute a waiver, exemption, or exception to any law, ordinance, order, or rule of the Village of Summit, Waukesha County, State of Wisconsin, United States, or any duly constituted authority.
  - b. This License shall not be deemed to constitute a building permit, occupancy permit, or any other type of permit that may be required by Village ordinance or other applicable law.
  - c. Nothing in this License shall be construed to create an employer/employee relationship, joint venture, or partnership relationship, or a principal/agent relationship between the parties.

**IN WITNESS WHEREOF**, the parties have set their hands and seals the day and year first above written.

**VILLAGE OF SUMMIT**  
Licensor

**PIRATE LACROSSE LLC**  
Licensee

By: \_\_\_\_\_  
Jack Riley, Village President

By: \_\_\_\_\_  
Mark Kirkpatrick, Owner

ATTEST: \_\_\_\_\_  
Debra Michael, Village Administrator-Clerk/Treasurer

Drafted by:

Kamron E. Nash, P.E.  
Village Public Works Director  
37100 Delafield Road  
Summit, WI 53066  
(262) 567-2757  
(262) 567-4115 - Fax

EXHIBIT A - MAP OF GENESEE LAKE ROAD PARK WITH PERMITTED AREA OUTLINED (LACROSSE FIELDS)





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](http://www.summitvillage.org)

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**MEMORANDUM**

To: Village Board

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

Date: September 8, 2025

Re: Discussion and Action on Potential Off-Road Bike Facilities on STH 67 between Aurora Drive and Normandale Drive

---

**PURPOSE:**

To present information regarding the STH 67 improvement project between USH 18 and Aurora Drive that WisDOT intends to complete in 2029 and to determine interest in funding construction costs for off-road shared use trail facilities.

**BACKGROUND:**

WisDOT has notified Village staff of a project along STH 67 in the Village of Summit, the City of Oconomowoc, and the Village of Dousman. A project location map is attached for reference. Construction would likely be scheduled in 2029.

This project includes the following scope of work:

- WisDOT is proposing an asphaltic pavement resurfacing along this segment of STH 67. This improvement is intended to address the deteriorating pavement condition and the decreased ride quality along STH 67.
- There is a segment of STH 67 from Distribution Ct to Aurora Dr in which the pavement is proposed to receive a preservation treatment. This improvement is intended to maintain the good pavement condition.
- Improvements to the intersection of STH 67 and Genesee Lake Rd under ID 3100-05-01 as part of the Highway Safety Improvement Program (HSIP) are proposed to be included with this project. Improvements include installation of dedicated left turn lanes on the northbound and southbound approaches and realignment of the intersection on the eastbound and westbound approaches.

Village staff reached out to WisDOT to provide information on the Village's current and future plans for public trails. As you are aware, the Village is currently working on design of a trail extension between Genesee Lake Road Park and the existing trail that was constructed in 2021 between Normandale Dr and N Dousman Rd. There is also an easement that runs on the north side of Normandale Dr for future recreational trails, and construction of an off-road trail may be considered when Normandale Dr is resurfaced in the future.

Village staff inquired about the possible inclusion of pedestrian/bike facilities south along STH 67 between Aurora Drive and Normandale Drive. Off-road trail facilities exist along STH 67 south to Aurora Dr, and the segment of highway between Aurora Dr south to Normandale Dr has paved shoulders. WisDOT looked at the addition of an off-road, shared use path on this segment as part of the upcoming project. Per WisDOT policy, the Department is required to meet a benefit/cost ratio in order to fund bike or pedestrian improvements. Since there are already bike accommodations on STH 67 in the form of a paved shoulder, the required benefit/cost ratio was not met. The path could still be included with the project, but WisDOT indicated that it would need to be 100% funded by the Village. The estimated cost for the path is \$116,000, which includes construction, construction oversight, and real estate costs. Design would be completed by WisDOT, and a State Municipal Financial Agreement between the Village and WisDOT would be needed. There is opportunity for the Village to try to secure grant funding for these facilities to offset costs, although the Village would be responsible for applying for any applicable grants.

**RECOMMENDATION:**

WisDOT has advised staff that they would like to have a response on whether the Village supports the addition of an off-road shared use trail on STH 67 between Aurora Dr and Normandale Dr as part of the upcoming improvements project, and, if so, whether the Village would be willing to take responsibility for 100% of the construction, construction oversight, and real estate costs estimated at \$116,000.

**ATTACHMENTS:**

Project Map: WisDOT STH 67 Improvements

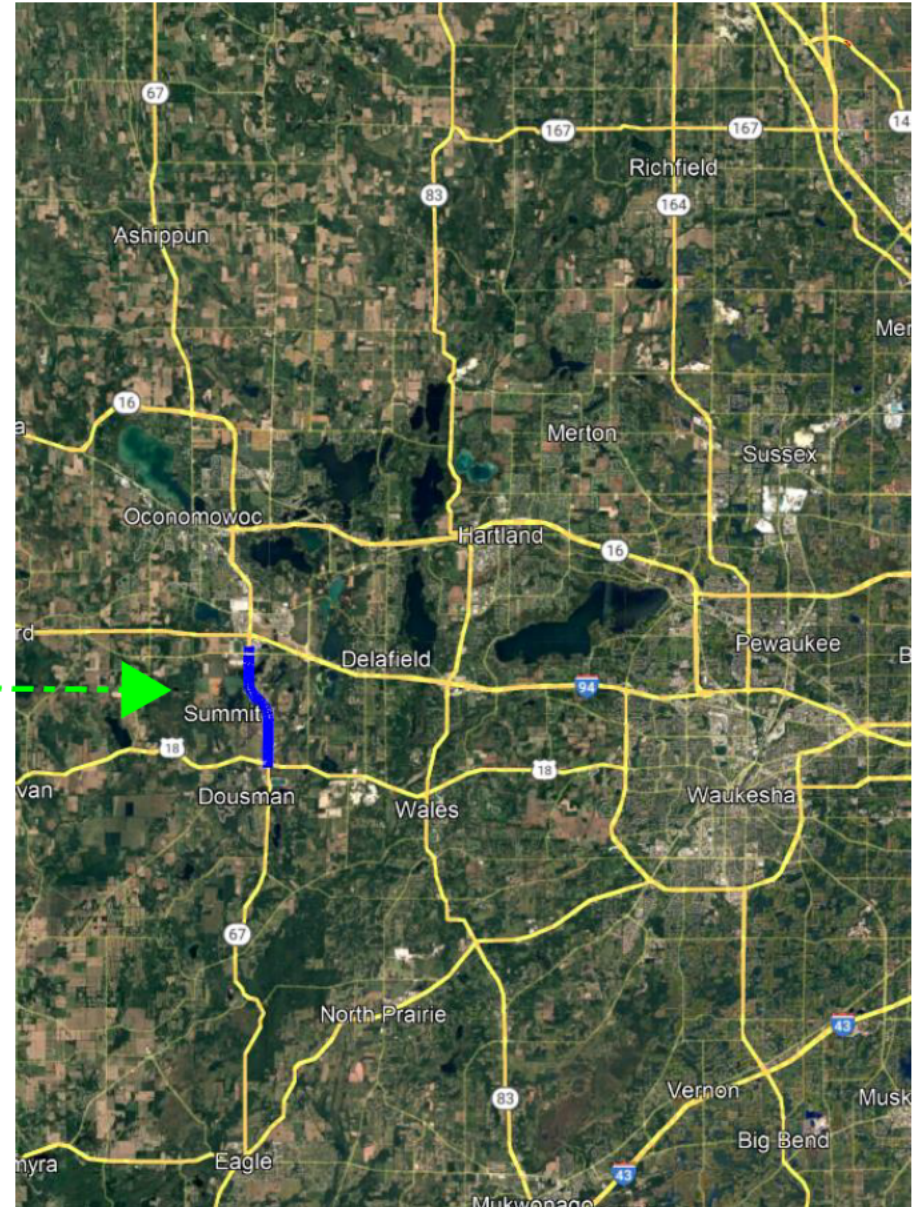
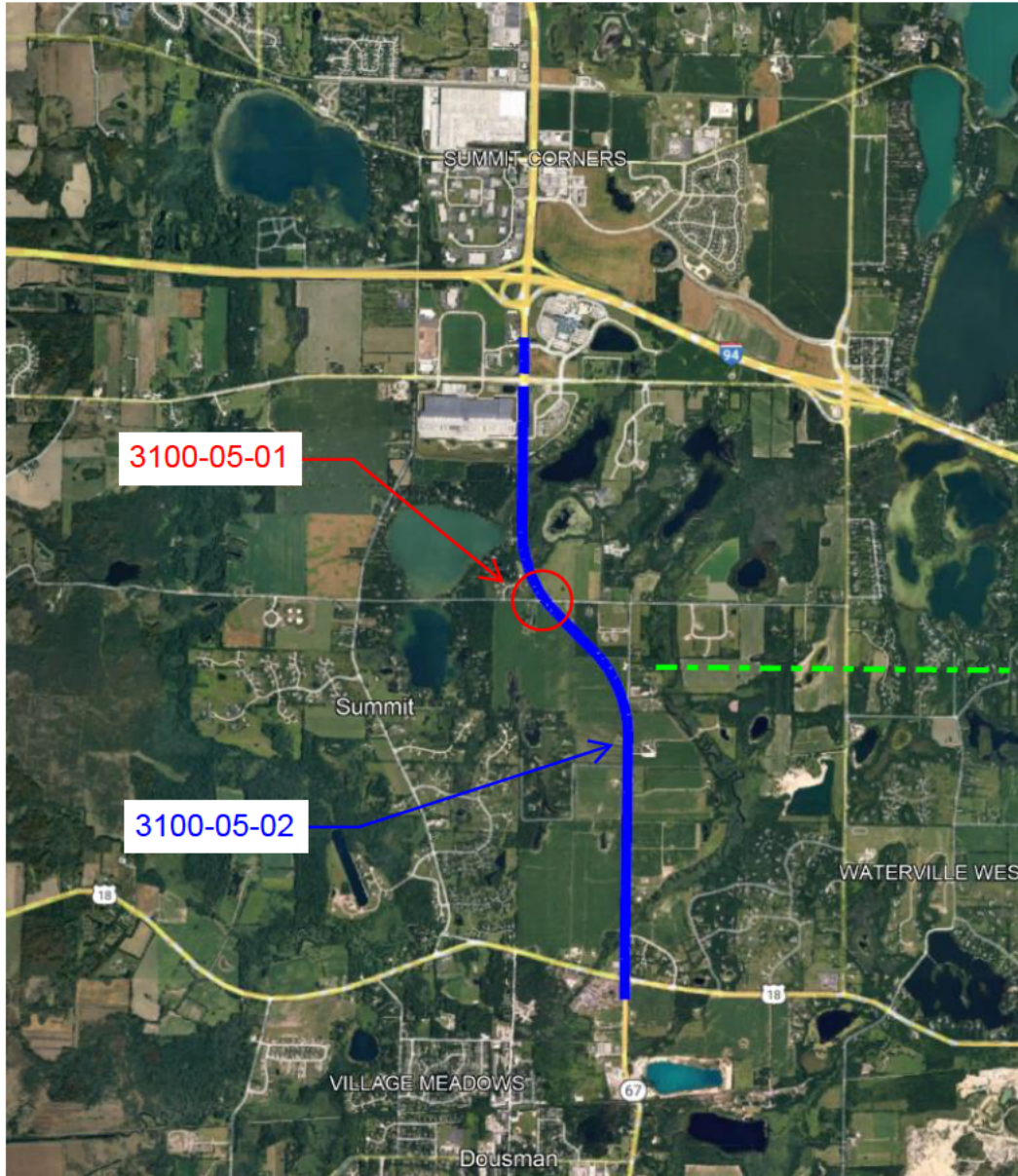
Email correspondence from WisDOT (dated July 17 – September 8, 2025)

**FISCAL IMPACT:**

If the Village Board supports funding of off-road, shared use trail facilities, Village staff would identify potential funding sources in the Capital Improvement Plan for consideration.

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

PROJECT ID: 3100-05-01 & 3100-05-02  
STH 67  
DOUSMAN - OCONOMOWOC  
0.1 MI S OF USH 18 TO AURORA DR  
WAUKESHA COUNTY



## Kamron Nash

---

**From:** Murphy, Ryan - DOT <[REDACTED]>  
**Sent:** Monday, September 8, 2025 10:08 AM  
**To:** Kamron Nash  
**Cc:** Sanford, Kait - DOT; Bernard, Ryan A - DOT; DeGrado, Alena - DOT  
**Subject:** RE: ID 3100-05-02 & ID 3100-05-01 | STH 67 from 0.1 MI S of USH 18 to Aurora Dr & Intersection of STH 67 & Genesee Lake Rd | Waukesha County

Kamron

See below for responses in red. Please let me know if you have any further questions. Thanks!

### Ryan Murphy, P.E.

Final Scoping Consultant Project Manager  
Wisconsin Department of Transportation

**From:** Kamron Nash <pwdirector@villageofsummitwi.gov>

**Sent:** Monday, September 8, 2025 9:33 AM

**To:** Murphy, Ryan - DOT <[REDACTED]>

**Cc:** Sanford, Kait - DOT <[REDACTED]>; Bernard, Ryan A - DOT <[REDACTED]>; DeGrado, Alena - DOT <[REDACTED]>

**Subject:** RE: ID 3100-05-02 & ID 3100-05-01 | STH 67 from 0.1 MI S of USH 18 to Aurora Dr & Intersection of STH 67 & Genesee Lake Rd | Waukesha County

**CAUTION: This email originated from outside the organization.  
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Hi, Ryan.

Thank you for the follow up email. I can certainly provide this information to the Village Board to determine if they would have interest in funding facilities.

I have a few initial questions that have come to mind include:

- How soon would you need a response on whether the Village would like to fund the improvements? – we would like to have a response prior to final scope certification, which is currently scheduled for mid-November of this year. This will trigger WisDOT to develop a State Municipal Financial Agreement that will be submitted to the Village for review and signatures.
- Does the \$116,000 estimate include construction costs only, or is this an all-inclusive estimate with design and other anticipated costs? – the cost includes construction, construction oversight, and real estate costs.
- Would the Village be responsible for completing design and/or construction, or would WisDOT complete and bill the Village accordingly for project costs? I assume that there would be an agreement that needs to be approved by WisDOT and the Village. – WisDOT would include the design in our project. A State Municipal Financial Agreement between the Village and WisDOT would be needed for the construction and real estate costs. Design costs are covered by WisDOT.

- Would the Village have the opportunity to try to secure grant funding for these facilities? – yes, the Village can pursue grant funding for the path. A State Municipal Financial Agreement is an agreement that the Village will cover the costs described within. The Village will not be billed until contractor invoices are submitted during construction.

If I have any additional questions, I will let you know.

Thank you!

Kamron E. Nash, P.E.  
Public Works Director  
Village of Summit  
37100 Delafield Road | Summit, WI 53066  
262-567-2757 main | [pwdirector@villageofsummitwi.gov](mailto:pwdirector@villageofsummitwi.gov)  
<https://villageofsummitwi.gov/>  
Pronouns: she/her/hers



**From:** Murphy, Ryan - DOT <[REDACTED]>  
**Sent:** Monday, September 8, 2025 8:53 AM  
**To:** Kamron Nash <[pwdirector@villageofsummitwi.gov](mailto:pwdirector@villageofsummitwi.gov)>  
**Cc:** Sanford, Kait - DOT <[REDACTED]> Bernard, Ryan A - DOT <[REDACTED]>; DeGrado, Alena - DOT <[REDACTED]>  
**Subject:** RE: ID 3100-05-02 & ID 3100-05-01 | STH 67 from 0.1 MI S of USH 18 to Aurora Dr & Intersection of STH 67 & Genesee Lake Rd | Waukesha County

Kamron

I just wanted to follow up with you on this issue before our local officials meeting on Wednesday. We took a look at adding a shared use path (off-road) between Aurora Drive and Normandale Drive. Per WisDOT policy, we are required to meet a benefit/cost (B/C) ratio in order to fund bike or pedestrian improvements. Because there are already bike accommodations on STH 67 (paved shoulder), we did not meet the required B/C. The path could still be included with the project, but would need to be 100% funded by the Village. The estimated cost for the path is \$116,000.

Please let me know if the Village would be interested in including the path with the project, or if you have any questions.

Thank you!

**Ryan Murphy, P.E.**  
Final Scoping Consultant Project Manager

Wisconsin Department of Transportation

PH: (262) 548-8644

[ryan.murphy@dot.wi.gov](mailto:ryan.murphy@dot.wi.gov)

**From:** Kamron Nash <[pwdirector@villageofsummitwi.gov](mailto:pwdirector@villageofsummitwi.gov)>

**Sent:** Thursday, July 17, 2025 12:20 PM

**To:** Murphy, Ryan - DOT <[ryan.murphy@dot.wi.gov](mailto:ryan.murphy@dot.wi.gov)>; Sanford, Kait - DOT <[kait.sanford@dot.wi.gov](mailto:kait.sanford@dot.wi.gov)>

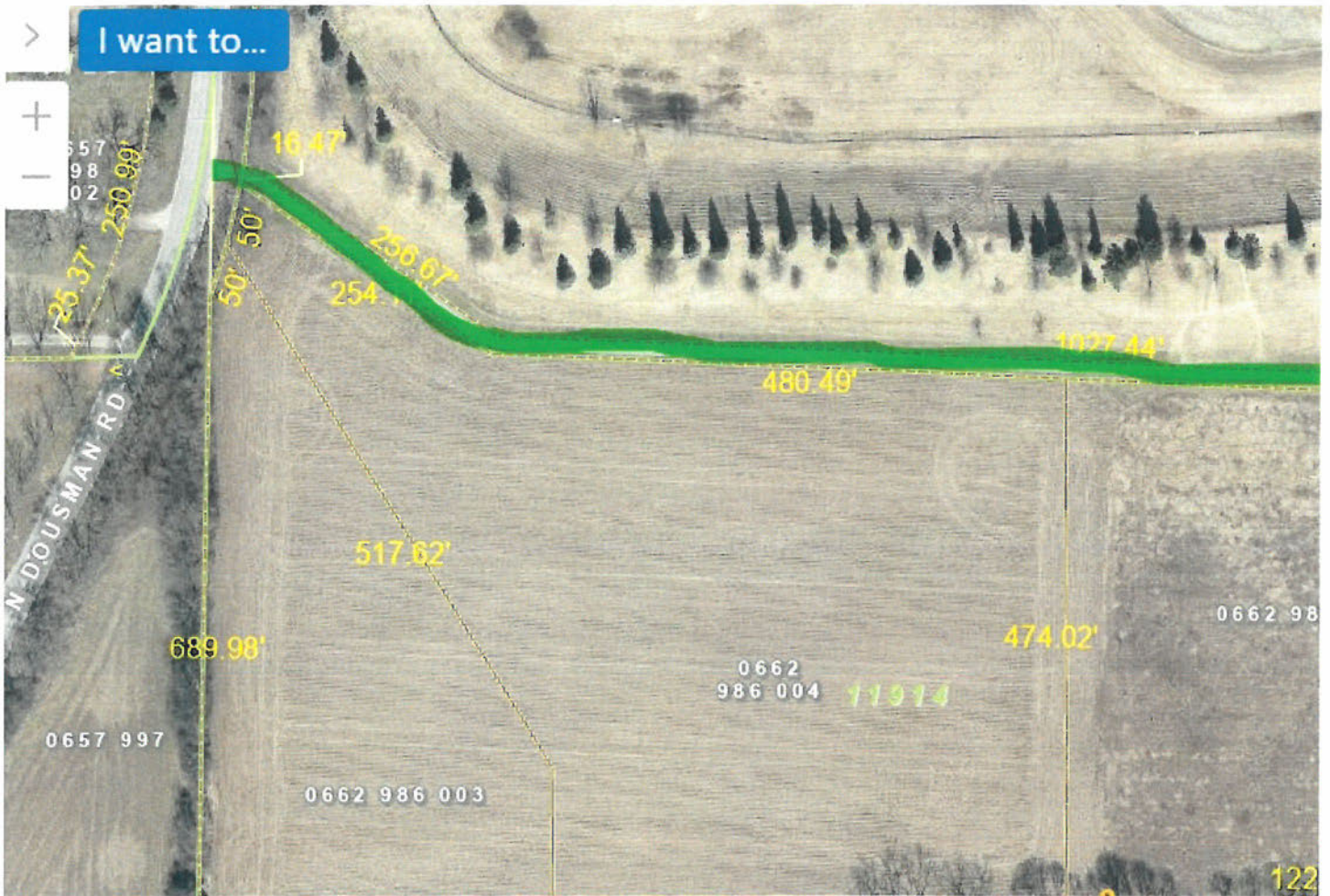
**Subject:** ID 3100-05-02 & ID 3100-05-01 | STH 67 from 0.1 MI S of USH 18 to Aurora Dr & Intersection of STH 67 & Genesee Lake Rd | Waukesha County

**CAUTION: This email originated from outside the organization.  
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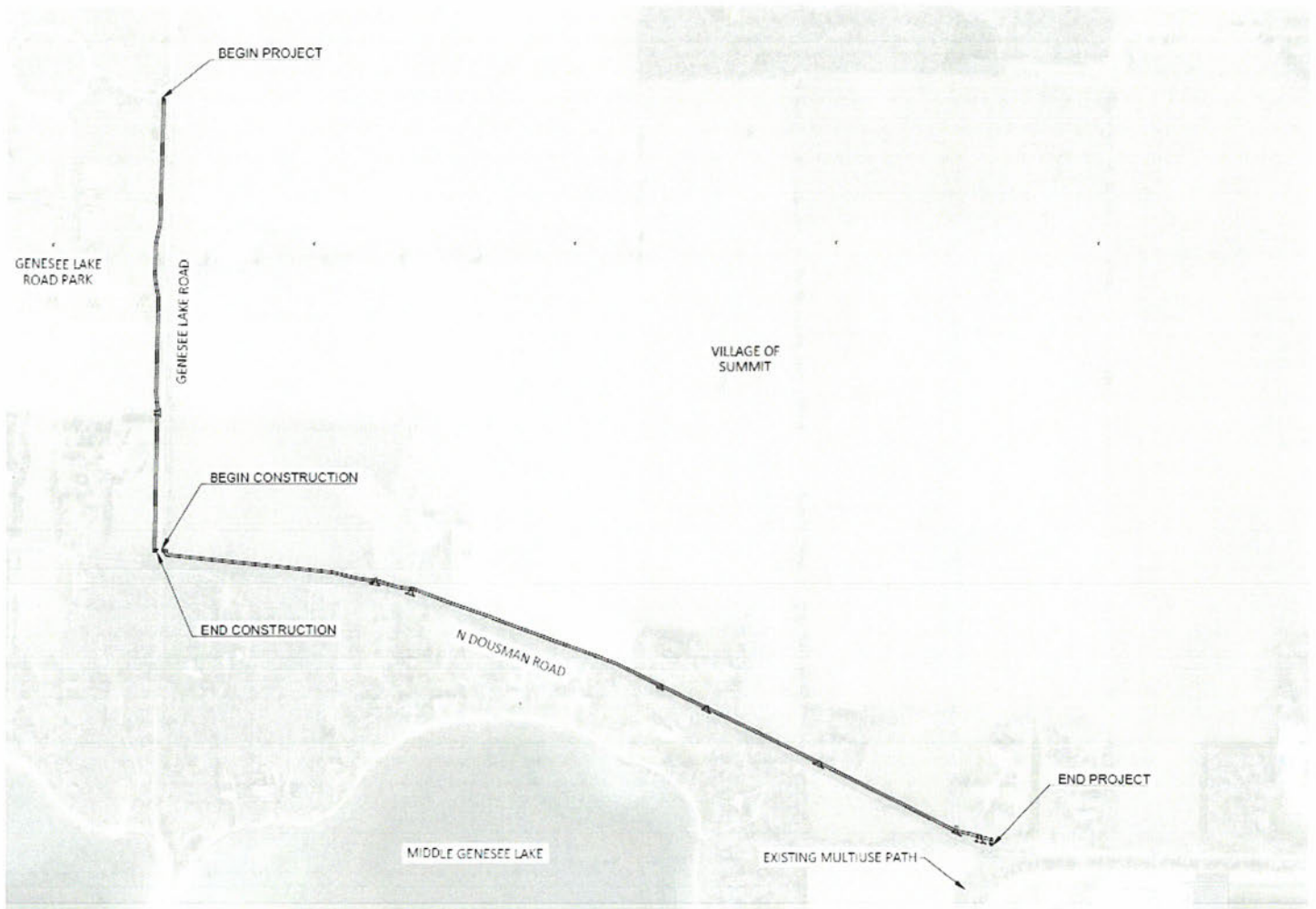
Hi, Ryan and Kait.

With regard to proposed pedestrian and bicycle facilities in the project area, I thought I would make you aware of the Village's current and future plans for public trails.

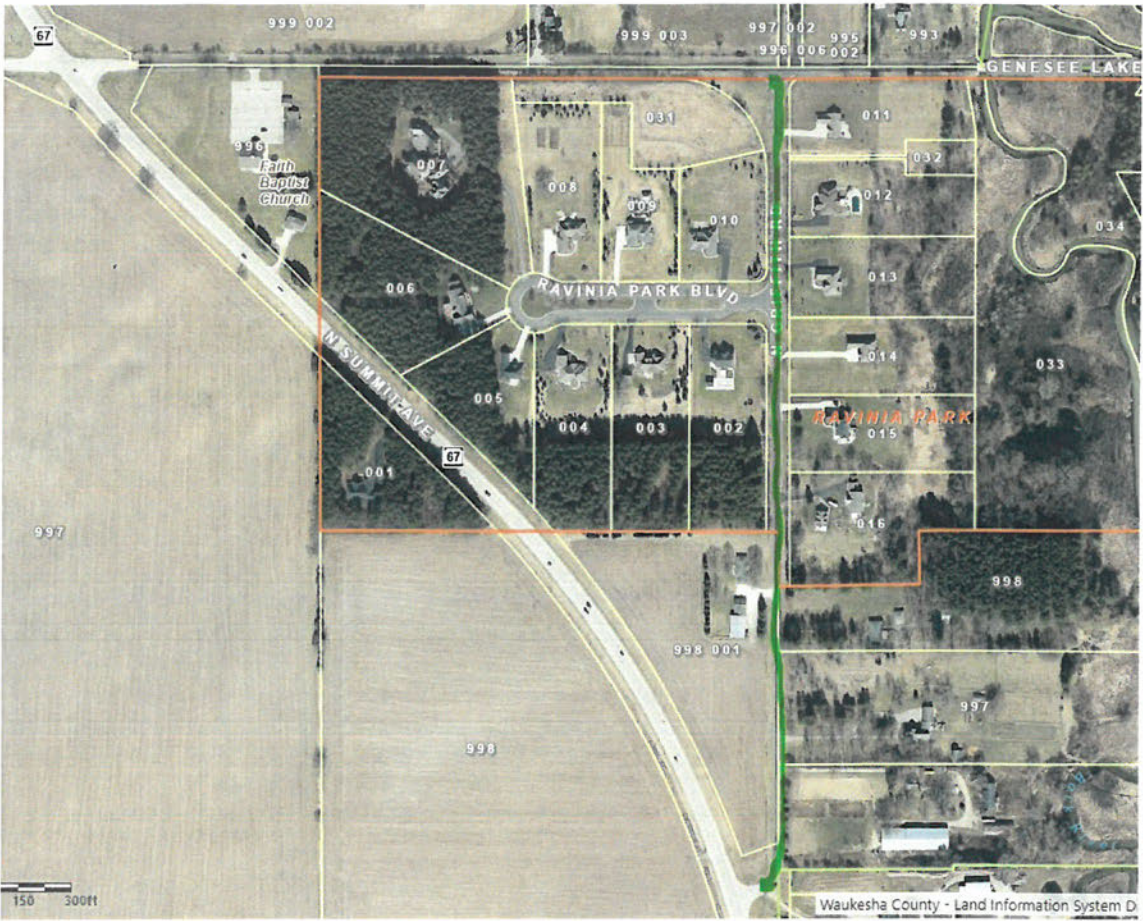
The Village currently has an easement in place for the construction of a future trail on the north side of Normandale Dr and along the entire southern property line of the Roundy's Distribution Center between Normandale Dr and N Dousman Rd. In 2021, a trail was constructed between the Normandale Dr cul-de-sac terminus and N Dousman Rd (see green highlight below). In the future, facilities will be constructed further to the east north of Normandale Dr, ending at STH 67 (likely in conjunction with a road resurfacing project – see orange highlight below).



We are currently in design for a trail that will extend this segment of trail from the trail end on N Dousman Rd south to connect with our community park, Genesee Lake Road Park. The Village was awarded TAP and Stewardship funds for this project, which will be constructed in late 2026/early 2027 (ID 3853-05-00/70). This is outside the STH 67 project limits, but I felt it was important to mention since the intent of the Village's trail project was to provide connectivity to the existing trail system and ultimately to the STH 67 trail system. My understanding is that there are future facilities intended along the entire stretch of STH 67 between I-94 and USH 18. The image below shows the project location – the "Existing Multiuse Path" designated at the Project End shows the existing path that was paved in 2021 referred to previously. I am curious if there is any intent to extend pedestrian/biking facilities south along STH 67 to Normandale Dr as part of this project?



I also reviewed the Village's 5-year Capital Improvement Program, and the Village is scheduled to resurface N Griffith Rd between STH 67 and Genesee Lake Rd in 2027. This project may be deferred, if there are potential conflicts.



Please let me know if you have any questions or if you would like to discuss.

Thank you,

Kamron E. Nash, P.E.  
Public Works Director  
Village of Summit  
37100 Delafield Road | Summit, WI 53066  
262-567-2757 main | [pwdirector@villageofsummitwi.gov](mailto:pwdirector@villageofsummitwi.gov)  
<https://villageofsummitwi.gov/>  
Pronouns: she/her/hers





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Highway Dept., 262-567-2422  
Police Dept., 262-567-1134  
Building Inspector, 262-490-4141  
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**MEMORANDUM**

To: Village Board

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

Date: October 3, 2025

Re: Authorization to Award 2025 Catch Basin Cleaning Services Contract

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**PURPOSE:**

To receive approval from the Village Board to award 2025 catch basin cleaning services to the lowest responsible bidder.

**BACKGROUND:**

As part of the 2025 annual budget cycle, \$8,000 was allocated to catch basin cleaning services. Approximately \$1,000 will be utilized for disposal of collected material from catch basins, leaving \$7,000 available for cleaning services. This funding should be sufficient to perform most, if not all, of the catch basin cleaning work scheduled for this year.

For 2024, the following areas with catch basins will be cleaned:

- Still Waters Subdivision (21 total)
- Brightwater Subdivision (12 total)
- Aurora/Summit Village Commons (38 total)
- Newbridge Crossing Subdivision (11 total)
- N Venice Beach Rd (dependent upon groundwater level)

The awarded contractor will complete cleaning until all structures have been cleaned or until the maximum expenditure has been reached.

Quotes were solicited from three private contractors to perform the work, and two bids were received. The lowest responsible bidder is Visu Sewer, LLC at a rate of \$235.00/hour. The bid tabulation is included for reference. Upon approval, staff will post a Class I notice for the work since the cost is greater than \$5,000, but less than \$25,000.

**RECOMMENDATION:**

Staff recommend that the Village Board award the 2025 catch basin cleaning services to the lowest responsible bidder, Visu Sewer, LLC, at a rate of \$235.00 per hour at a total cost not-to-exceed \$7,000.

ATTACHMENTS: Bid Tabulation – 2025 Catch Basin Cleaning Services

FISCAL IMPACT: Catch Basin Cleaning services not-to-exceed \$7,000 (\$8,000 included in budget for total project, including waste disposal)

RECOMMENDED MOTION: **Motion to approve the award of 2025 catch basin cleaning services to Visu Sewer, LLC at a rate of \$235.00 per hour for a total cost not-to-exceed \$7,000.**

## BID TABULATION SHEET



**Project:** 2025 CATCH BASIN CLEANING SERVICES

**Date:** October 3, 2025

**Number of Bids Solicited:** 3

BIDDER	UNIT COST (\$/HOUR)	TOTAL NOT-TO-EXCEED
The Expeditors, Inc. <i>Dousman, WI</i>	\$ 295.00	\$ 7,000.00
Great Lakes Power Vac <i>Pewaukee, WI</i>	\$ 305.00	\$ 7,000.00
Visu-Sewer, Inc. <i>Pewaukee, WI</i>	\$ 235.00	\$ 7,000.00

**Project Notes:** Village to provide dumpster for disposal of material and water. Coordination for metering of water utilized with Oconomowoc Utilities required by contractor.  
Work will be completed in order or priority, as directed by Village staff, until all catch basins have been cleaned or the maximum expenditure of \$7,000 has been met.

*THE RESULTS RECEIVED IN RESPONSE TO THIS SOLICITATION DO NOT REFLECT AWARD OF THE CONTRACT. RESPONSES WILL BE FURTHER EVALUATED BY THE VILLAGE OF SUMMIT.*



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## MEMORANDUM

To: Village Board

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

Date: October 3, 2025

Re: Discussion and Action on Bid Documents and Advertisement for Bids for Genesee Lake Road Park Dumpster Enclosure

---

### PURPOSE:

To request Village Board approval of the bid documents completed by the Village staff for the Genesee Lake Road Dumpster Enclosure project and to authorize advertisement for bids.

### BACKGROUND:

The Genesee Lake Road Dumpster Enclosure project was brought to the September 11, 2025 Plan Commission meeting for approval. At the meeting, the Commission directed staff to include a manned doorway/date on the side of the enclosure for easy access by users. In addition, they requested that the Village install composite fencing panels in lieu of vinyl, if sufficient funds are available.

Director Nash is working on completing the bid package for the Genesee Lake Road Dumpster Enclosure project. Village staff is recommending project is bid as follows:

### Base Bid:

- **Dumpster Enclosure Installation (vinyl fencing panels)**

### Alternate Bid No. 1:

- **Substitute composite fencing panels**

### RECOMMENDATION:

Village staff recommends that the Village Board approve the bidding documents for the Genesee Lake Road Dumpster Enclosure project as prepared and authorize staff to advertise for proposals.

ATTACHMENTS: Advertisement for Bids (Genesee Lake Road Park Dumpster Enclosure)

FISCAL IMPACT: To be determined, based on bid results. The 2025 approved budget for this work is \$40,000 in borrowed funds.

**RECOMMENDED MOTION:** Motion to approve the bidding documents for the Genesee Lake Road Dumpster Enclosure project as prepared by Village staff and to authorize staff to proceed with advertisement for bids.



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**MEMORANDUM**

To: Village Board

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

Date: October 3, 2025

Re: Discussion and Action on Contract for Real Estate Services for the N Dousman Road Multi-Use Trail Project

---

**PURPOSE:**

To provide present a proposal for approval to the Village Board for real estate acquisition services required to obtain temporary limited easements that are required as part of the N Dousman Rd Multi-Use Trail Project.

**BACKGROUND:**

The path will be located fully within the public ROW in all areas, with the exception of Genesee Lake Road Park. The Village Board has already approved the location of the path to be further into the park property to provide more space between the roadway and the path, as well as to minimize impact to existing trees along Genesee Lake Rd.

Due to the proximity of the path to private property lines in areas with only 33' of ROW, the Village will be required to obtain 6 separate TLEs, which will cover any grading or encroachment of equipment across the property line that may be required as part of the project. In most cases, there should be no impact to private properties. The TLEs will each request an area of 10' beyond the property line. The Genesee Lake Road Park property acquisition will be completed via Resolution since the Village owns the property.

TLEs for construction on private property will require formal appraisals and offers to the affected property owners with fair market value. Since these are temporary, the value should not be significant. It is important to note that any trees that are removed from private property will need to be accounted for in the appraisals. As mentioned in previous project updates, this cost was not anticipated as part of the project and is not eligible for TAP reimbursement (although Stewardship funds may be allocated to help offset cost).

The Design Study Review (DSR) has been completed and signed by WisDOT and the Village, and an amended Transportation Project Plat (TPP) with the revised highway easements has been finalized and will be recorded with the Waukesha County Register of Deeds in the coming weeks.

The next step in the process is for the Village to hire an acquisition agent, appraiser, and review appraiser that is approved by WisDOT. Village staff sent out a request for proposals to the

WisDOT list of approved agents and appraisers, and proposals were due by the end of September. A total of four proposals were received. The apparent low bidder is CORRE, Inc. at an estimated cost of \$16,700. This firm is well-versed in WisDOT requirements for real estate services. Village staff have submitted the proposal to WisDOT's real estate manager for review to ensure that the scope of services meets our needs.

**RECOMMENDATION:**

Staff are requesting that the Village Board approve the proposal from CORRE, Inc. for real estate services related to the TLEs for the N Dousman Rd Trail project.

**ATTACHMENTS:** CORRE, Inc. Proposal (dated September 24, 2025)

**FISCAL IMPACT:** Total expenditure of \$16,700 for real estate services. These costs will be funded with Stewardship grant funds.

**RECOMMENDED MOTION:** **Motion to authorize staff to enter into an agreement with CORRE, Inc. for real estate services for the N Dousman Rd Multi-Use Trail Project as proposed at a cost not-to-exceed \$16,700, contingent upon confirmation from WisDOT that the scope of services is appropriate.**

September 24, 2025



Kamron Nash  
Public Works Director  
Village of Summit  
37100 Delafield Road  
Summit, WI 53066

via email: [pwdirector@villageofsummitwi.gov](mailto:pwdirector@villageofsummitwi.gov)

Eau Claire Office  
1802 Warden Street  
Eau Claire, WI 54703

### PROPOSAL FOR REAL ESTATE SERVICES

N Dousman Multi-Use Trail  
Village of Summit  
Waukesha County

**CORRE, INC. (CORRE)** is pleased to present this proposal to the Village of Summit to provide professional services for the above-mentioned project. **CORRE** is a leader in providing full-service real estate services for projects throughout Wisconsin. Our commitment to quality service, responsiveness, and technical excellence drives every project, regardless of size. Our real estate division offers a diverse combination of professionals and support staff.

### SCOPE OF SERVICES

Based on receipt and review of the preliminary plat, real estate acquisition scope of services consists of:

- Valuation and acquisition of 7 parcels with TLE and utility release of rights from 4 utility companies.
- This is an LPA project with no state or federal money in the real estate.
- This is a multi-use project, condemnation will not be utilized.
- The plat is expected to be complete by October 2025.
- The PSE date is 5.25.2025 and LET is 7.25.2026.

### CORRE OVERVIEW

**CORRE** is a full-service engineering firm known throughout Wisconsin for providing all-encompassing real estate services. Based in Madison, **CORRE** has six offices throughout the state. Since beginning operations in 2005, the firm has grown rapidly and attracted many experienced engineers and specialists. Our extensive real estate division offers a diverse combination of professionals and support staff, our appraisers and acquisition agents routinely work seamlessly between offices.

## SERVICES AND EXPERTISE

### Appraisal & Sales Studies

**CORRE** appraisal staff includes three Wisconsin Certified General Appraisers and two trainees who are well-versed and experienced in:

- Appraisals and review of appraisals
- Sales Studies
- Standard and unique land use valuation
- Fee, Highway Easement, PLE, and TLE
- Severance and proximity damages
- Litigation assistance
- Wide range of appraisals from simple to complex
- Yellow Book appraisal process

### Acquisition

**CORRE** staff includes five acquisition agents with experience and expertise in the following areas:

- Eminent domain (Wisconsin Statute Chapter 32)
- WisDOT Real Estate Program Manual (REPM)
- WisDOT Local Public Agency Manual for Right of Way Acquisition
- Uniform Relocation Act
- Corridor cost estimates
- Property owner negotiations
- Utility coordination and relocation
- Fee, TLE, PLE, and highway easements
- Special property negotiations: railroads, contaminated properties, billboards, severance damages, etc.
- All land uses: agricultural, commercial, residential, industrial, etc.

## PROJECT SCOPE

Real estate services associated with completing following tasks:

### Sales Study

- A Sales Study will be completed for this project to outline costs for the land types associated with this project. Completion of the Sales Study includes sales verifications if we are able.
- All of the parcels are considered to be Nominal (less than \$25,000). Therefore, the Sales Study will be sufficient to prepare the Nominal Payment Parcel Report to determine the initial offers for these parcels.
- If needed, costs associated with obtaining estimates from contractors for improvements (ex.: Landscaping, Signage, etc.). These costs will either be billed to the Village directly or reimbursed to **CORRE** at actual cost.
- **CORRE** will complete all sales study and appraisal activities for this project in accordance with state and federal laws.
- **CORRE** will complete all sales study and appraisal activities for this project following procedures outlined in the WisDOT Local Program Real Estate Manual.

### Sales Study Review

- Complete one review of the Sales Study
- The purpose of the review is to determine and communicate whether the sales study/appraisal being reviewed meets FHWA and WisDOT standards, which are based on 49 CFR 24.103, s. 32.09 Wis. Stats., and the WisDOT Real Estate Program Manual.

### Acquisition/Negotiation

- Acquisition/Negotiation for 7 parcels with TLE interests.
- Acquisition/Negotiation includes all work associated with acquiring the property interests necessary for this project. This includes preparation of letters of introduction to property owners, preparation of waiver of appraisal for nominal offers, review of owner's appraisals when applicable, and coordination of the recording of the conveyances and submittal of payments for land interests acquired.
- **CORRE** will complete all acquisition and negotiation activities for this project in accordance with state and federal laws and per procedures outlined in the WisDOT Local Public Agency Manual.
- Project Status Reports will be maintained by **CORRE** and submitted to the Village upon request.
- Acquisition costs associated with obtaining estimates from contractors for improvements (ex.: Landscaping, Signage, etc.). These costs will either be billed to the Village directly or reimbursed to **CORRE** at actual cost.

**CORRE** shall complete all acquisition/negotiation activities for the parcels in accordance with state and federal laws and following procedures outlined in the WisDOT Local Public Agency Manual.

### Scope of work does not include:

- Any relocation services
- Any litigation services
- Additional detailed appraiser review of owner's appraisal
- Title Searches, Title Updates, and Legal Descriptions (part of the design contract)
- Encroachment Removal Notices or Revocable Occupancy Permits
- Appraisal and/or Acquisition costs associated with obtaining estimates from contractors for improvements (ex.: Landscaping, On-premise signage, Loss of parking that does not impact the function or current use of the property). These costs will either be billed to the Agency directly or reimbursed to **CORRE** at actual cost.
- Appraisal and Acquisition/Negotiation services associated with buildings or site improvements (other than on-premise signs and landscaping or loss of parking that does not impact the function or current use of the property). If buildings and/or site improvements will be impacted, this will increase the scope of services and fees for all real estate services (appraisal, review appraisal, and acquisition/negotiation).

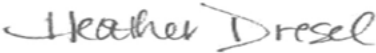
**Project Cost**

Unit cost for completing the real estate services for this project is outlined below:

Task / Item	Quantity	Unit Price	Total Cost
Sales Study	1	\$3,200	\$3,200
Review Appraiser	1	\$800	\$800
Acquisition	6	\$1,500	\$9,000
Acquisition from Village (document preparation)	1	\$500	\$500
Acquisition (if needed)** (Utility Release of Rights)	4	\$800	\$3,200
<b>Total</b>			<b>\$16,700</b>

Should you have any questions, please feel free to contact me at the information provided below. We appreciate your consideration and look forward to the opportunity to work with you.

Sincerely,  
**CORRE, INC.,**



Heather Dresel  
Project Manager  
Real Estate Services  
715.900.2965 O  
715.828.6266 C  
[hdresel@correinc.com](mailto:hdresel@correinc.com)

Accepted by: **the Village of Summit**

Approved by: **CORRE. INC.**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*The above person is authorized to sign on behalf the Village of Summit (client) and binds the client to the terms hereof.*



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**MEMORANDUM**

To: Village Board

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

Date: October 3, 2025

Re: Discussion and Action on Approval of Amendment No. 2 to the Strand Associates, Inc. Engineering Services Agreement for N Dousman Road Multi-Use Trail Project

**PURPOSE:**

Village staff would like to receive contingent approval of the proposed amendment to the engineering services agreement for the N Dousman Road Multi-Use Trail project.

**BACKGROUND:**

Due to the extension in the project that was approved by WisDOT, the current agreement with Strand Associates, Inc. will need to be amended to extend beyond the current December 31, 2025 completion date.

The proposed amendment updates the billing rates for staff to current rates, and there will be a nominal increase in anticipated costs. The total proposed cost designated in the agreement and proposed amendment is \$220,798.97 (increase of \$3,183.30). A summary of the anticipated project costs with the proposed amendment is outlined below:

Project Phase	TAP Funding			Stewardship Funds
	Federal Funds	Anticipated Village Contribution	Total Estimated Cost	
Design	\$121,680	\$99,119	\$220,799	\$149,439
Real Estate Acquisition	\$0	\$31,700	\$31,700*	
WisDOT Design Review	\$16,000	\$4,000	\$20,000	
Construction	\$460,185	\$276,629	\$736,814**	
WisDOT Construction Review	\$16,000	\$4,000	\$20,000	
<i>Total</i>	<i>\$613,865</i>	<i>\$415,448</i>	<i>\$1,029,313</i>	<i>\$149,439</i>
<b>Less Stewardship Grant Adjustment</b>		<b>\$266,009</b>		

\*\$16,700 in real estate services, plus an estimated \$15,000 in acquisition costs.

\*\*Based on 60% Design Opinion of Probable Cost, which is likely higher than the Village can expect.

The Village’s proposed 5-year CIP includes the following expenditures for this project:

	<b>2024 Actual Expenditures</b>	<b>2025 Anticipated Expenditures</b>	<b>2026 CIP</b>
Impact Fees	\$0.00	\$0.00	\$266,009
TAP Funding	\$34,264	\$57,500	\$490,101
Stewardship Grant	\$24,000	\$51,320	\$121,279
<b>Total</b>	<b>\$42,924</b>	<b>\$77,000</b>	<b>\$877,389</b>

The total estimated cost of the project is currently estimated to be \$1,029,313 (design and construction). \$763,304 will be covered by TAP and Stewardship grant funds, leaving a balance of \$266,009 that is the Village’s responsibility. A total of \$266,009 in park impact fees were allocated to this project in the Village’s CIP.

**RECOMMENDATION:**

The WisDOT is currently performing a departmental review of the proposed amendment, and any changes that will substantially impact the contract will be brought back to the Village Board for reapproval. At this time, Village staff is looking for contingent approval of this agreement to keep the project moving forward.

**ATTACHMENTS:** Amendment No. 2 to the Contract (DRAFT)

**FISCAL IMPACT:** As described above.

**RECOMMENDED MOTION:** Motion to approve Amendment No. 2 to the Engineering Services Agreement between WisDOT, the Village, and Strand Associates, Inc. for engineering services related to the N Dousman Road Multi-Use Trail project, contingent upon review and approval by WisDOT.

**AMENDMENT NO. 2 TO THE CONTRACT**  
BETWEEN VILLAGE OF SUMMIT (MUNICIPALITY),  
THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DEPARTMENT),  
AND STRAND ASSOCIATES, INC.® (CONSULTANT) FOR

Project ID: 3853-05-00  
Project Description: V Summit; N Dousman Road Multi-Use Trail  
Project Limits: Genesee Lake Road and Genesee Lake Park  
Highway, County: Waukesha County

The CONTRACT made and entered into by and between the MUNICIPALITY, the DEPARTMENT, and the CONSULTANT dated May 28, 2024, is hereby amended as set forth on the following pages.

The primary reason(s) for this amendment:

Extend the CONTRACT completion date by ten months to October 31, 2026.

For PROJECT administration, agency coordination, utility coordination, hazardous materials investigation, survey, plats, and preliminary and final road design and drafting services; actual costs to the CONSULTANT up to \$204,549.38 (an increase of \$2,961.94), plus a fixed fee of \$13,261.77 (an increase of \$221.36), not to exceed \$217,811.15 (an increase of \$3,183.30).

For archaeological investigation services subcontracted to Chronicle Heritage (formerly known as Commonwealth Heritage Group, LLC, and hereinafter referred to as Chronicle), the CONSULTANT's actual costs to Chronicle based on Chronicle's actual cost up to \$2,800.04 (no change), plus a fixed fee of \$187.78 (no change), not to exceed \$2,987.82 (no change).

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$220,798.97 (an increase of \$3,183.30).

The DEPARTMENT REPRESENTATIVE is Joseph Jelacic, P.E., Local Program Project Manager; 141 West Barstow Street, Waukesha, Wisconsin 53187; joseph.jelacic@dot.wi.gov; and 262-548-6762.

The MUNICIPALITY REPRESENTATIVE is Kamron Nash, P.E., Director of Public Works; 37100 Delafield Road, Summit, Wisconsin 53066; pwdirector@summitvillage.org; and 262-567-2757.

The CONSULTANT REPRESENTATIVE is Eric P. Anderson, P.E., Project Manager; 126 North Jefferson Street, Suite 350, Milwaukee, Wisconsin 53202; eric.anderson@strand.com; and 414-271-0771.

In witness whereof, the parties hereto have caused this Amendment to be executed and approved on the date signed by their authorized officers or representatives.

*{Remainder of page intentionally left blank}*

For the CONSULTANT

For the DEPARTMENT

**DRAFT**

**DRAFT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Joseph M. Bunker

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Corporate Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

For the MUNICIPALITY

**DRAFT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

NOT FOR SIGNATURE

## VI. SPECIAL PROVISIONS

**SCOPE OF SERVICES—AMENDMENT NO. 2**

Under PROSECUTION AND PROGRESS, replace Items P. and Q. in their entirety with the following:

“P. The following services will be submitted to the MUNICIPALITY and/or the DEPARTMENT by the indicated dates if the CONSULTANT has received the Notice to Proceed by October 10, 2025.

Deliverable	Date
Operational Planning Meeting	Completed
Thirty Percent Drawings	Completed
Environmental Document	Completed
Sixty Percent Drawings	Completed
Preliminary Plat	Completed
Design Study Report	Completed
Appraisal Plat	October 2025
Plan Submittal to Utilities	October 2025
Draft PS&E to the MUNICIPALITY	March 25, 2026
Final PS&E Submittal to the DEPARTMENT	May 25, 2026
Project Let (MUNICIPALITY)	July 2026

Q. The CONSULTANT’s services will be completed by October 31, 2026 (an extension of ten months).”

**STRAND ASSOCIATES, INC.**

**AMENDMENT NO. 2**

**Consultant Weighted Average Direct Labor Rates**

**ID 3853-05-00**

**V Summit; N Dousman Road Multi-Use Trail**

**Genessee Lake Rd & Genessee Lake Park**

**Waukesha County**

**Classification: Design Project Manager - High**

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
Employee #1443	\$93.24	50.00%	\$46.62
Employee #1489	\$86.39	50.00%	\$43.20
<b>TOTAL</b>		<b>100.00%</b>	<b>\$89.82</b>

**Classification: Plat Specialist, PLS**

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
Employee #1352	\$62.53	95.00%	\$59.40
Employee #1190	\$101.13	5.00%	\$5.06
<b>TOTAL</b>		<b>100.00%</b>	<b>\$64.46</b>

**Classification: Design Engineer - High**

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
Employee #1259	\$67.73	10.00%	\$6.77
Employee #7161	\$56.54	65.00%	\$36.75
Employee #7234	\$57.98	25.00%	\$14.50
<b>TOTAL</b>		<b>100.00%</b>	<b>\$58.02</b>

**Classification: Design Technician - Mid**

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
Employee #1504	\$55.92	45.00%	\$25.16
Employee #7504	\$33.76	55.00%	\$18.57
<b>TOTAL</b>		<b>100.00%</b>	<b>\$43.73</b>

**Classification: Design Engineer - Mid**

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
Employee #7256	\$54.81	85.00%	\$46.59
Employee #7149	\$56.74	10.00%	\$5.67
Employee #7153	\$56.77	5.00%	\$2.84
<b>TOTAL</b>		<b>100.00%</b>	<b>\$55.10</b>

**Classification: Clerical/Administration - Mid**

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
Employee #1131	\$62.11	5.00%	\$3.11
Employee #1343	\$45.68	10.00%	\$4.57
Employee #7344	\$33.33	85.00%	\$28.33
<b>TOTAL</b>		<b>100.00%</b>	<b>\$36.01</b>



**STRAND ASSOCIATES, INC.**

**AMENDMENT NO. 2**

**ID 3853-05-00**

**V Summit; N Dousman Road Multi-Use Trail**

**Genesee Lake Rd & Genesee Lake Park**

**Local Street**

**Waukesha County**

**CONSULTANT DIRECT LABOR RATES (January 2026 - October 2026)**

Employee Name(a)	Classification(b)	Current Rate(c)	% Pay Increase (d1)	New Pay Rate (e1)	Date of Increase (f1)
Average - Selected Individuals	Design Project Manager - High	\$89.82	2.70%	\$92.25	July, 26
Average - Selected Individuals	Design Engineer - High	\$58.02	2.70%	\$59.59	July, 26
Average - Selected Individuals	Design Engineer - Mid	\$55.10	2.70%	\$56.59	July, 26
Average - Selected Individuals	Plat Specialist, PLS	\$64.46	2.70%	\$66.20	July, 26
Average - Selected Individuals	Design Technician - Mid	\$43.73	2.70%	\$44.91	July, 26
Average - Selected Individuals	Clerical/Administration - Mid	\$36.01	2.70%	\$36.98	July, 26

Employee Name(a)	Classification(b)	% Work at Current Rate(g)	% Work at Increased Rate(h1)	Weighted Average Hourly Rate(i)
Average - Selected Individuals	Design Project Manager - High	95.00%	5.00%	\$89.94
Average - Selected Individuals	Design Engineer - High	95.00%	5.00%	\$58.10
Average - Selected Individuals	Design Engineer - Mid	95.00%	5.00%	\$55.17
Average - Selected Individuals	Plat Specialist, PLS	95.00%	5.00%	\$64.55
Average - Selected Individuals	Design Technician - Mid	95.00%	5.00%	\$43.79
Average - Selected Individuals	Clerical/Administration - Mid	95.00%	5.00%	\$36.06

Contract Completion: 10/31/2026

\*Percent pay increase as shown above was used to negotiate total cost. According to our company policy we will provide equitable changes in the compensation to staff annually on July 1, as required.



STRAND ASSOCIATES, INC.

AMENDMENT NO. 2  
 DESIGN ENGINEERING  
 CONTRACT SUMMARY OF STAFF HOURS AND DIRECT LABOR COSTS  
 ID 3853-05-00

V Summit; N Dousman Road Multi-Use Trail  
 Genessee Lake Rd & Genessee Lake Park  
 Local Street  
 Waukesha County

CLASS	ACT. CODE	Design Project Manager - High		Design Engineer - High		Design Engineer - Mid		Plat Specialist, PLS		Design Technician - Mid		Clerical/Administration - Mid		Total Direct Labor	
		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Avg. Hourly Wage		\$89.94		\$58.10		\$55.17		\$64.55		\$43.79		\$36.06			
TASK		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Manage Project Scope and Schedule	887	4	\$359.76	6	\$348.60	4	\$220.68	0	\$0.00	0	\$0.00	4	\$144.24	18	\$1,073.28
<b>TOTALS</b>		4	\$359.76	6	\$348.60	4	\$220.68	0	\$0.00	0	\$0.00	4	\$144.24	18	\$1,073.28



## STRAND ASSOCIATES, INC.

## AMENDMENT NO. 2

## DESIGN ENGINEERING

## CONTRACT FEE COMPUTATION SUMMARY BY ENGINEERING TASK

ID 3853-05-00

V Summit; N Dousman Road Multi-Use Trail

Genessee Lake Rd &amp; Genessee Lake Park

Local Street

Waukesha County

TASK	ACTIVITY CODE	Direct labor Costs	Overhead Costs	Direct Expenses	Fixed Fee	TOTAL
Manage Project Scope and Schedule	887	\$1,073.28	\$1,664.66	\$224.00	\$221.36	\$3,183.30
Rounding Correction	---	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTALS</b>		<b>\$1,073.28</b>	<b>\$1,664.66</b>	<b>\$224.00</b>	<b>\$221.36</b>	<b>\$3,183.30</b>

Home Office Indirect Cost Rate = 1.5510

Fixed Fee Indirect Cost Rate = 1.5000

Fixed Fee = 8.25%

## STRAND ASSOCIATES, INC.

AMENDMENT NO. 2  
DESIGN ENGINEERING  
DIRECT EXPENSES BY ITEM  
ID 3853-05-00

V Summit; N Dousman Road Multi-Use Trail  
Genessee Lake Rd & Genessee Lake Park  
Local Street  
Waukesha County

DESCRIPTION	UNIT	NO. OF UNITS	UNIT COST	TOTAL COST
Computer Usage	1 Hour	16	\$14.00	\$224.00

TOTAL \$224.00

**STRAND ASSOCIATES, INC.**

**AMENDMENT NO. 2  
 DESIGN ENGINEERING  
 CONSULTANT CONTRACT TOTAL FEE COMPUTATION  
 ID 3853-05-00  
 V Summit; N Dousman Road Multi-Use Trail  
 Genessee Lake Rd & Genessee Lake Park  
 Local Street  
 Waukesha County**

Project ID	ID 3853-05-00 (Original Contract)	Amendment No. 1	Amendment No. 2	Total for Contract
<b>Number of Staff Hours</b>	1264	154	18	<b>1,436</b>
<b>Total Direct Labor</b>	\$63,897.92	\$8,049.18	\$1,073.28	<b>\$73,020.38</b>
<b>Total Overhead Costs</b>	\$97,195.13	\$11,679.36	\$1,664.66	<b>\$110,539.15</b>
<b>Fixed Fee</b>	\$11,581.50	\$1,458.91	\$221.36	<b>\$13,261.77</b>
<b>Direct Expenses</b>	\$17,333.35	\$3,432.50	\$224.00	<b>\$20,989.85</b>
<b>Subtotal</b>	<b>\$190,007.90</b>	<b>\$24,619.95</b>	<b>\$3,183.30</b>	<b>\$217,811.15</b>
<b>Commonwealth</b>	\$2,987.82	\$0.00	\$0.00	<b>\$2,987.82</b>
<b>Subcontract Total</b>	<b>\$2,987.82</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,987.82</b>
<b>Total Cost</b>	<b>\$192,995.72</b>	<b>\$24,619.95</b>	<b>\$3,183.30</b>	<b>\$220,798.97</b>

Home Office Indirect Cost Rate: 1.5510  
 Fixed Fee Indirect Cost Rate: 1.5000  
 Fixed Fee: 8.25%





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](http://www.summitvillage.org)

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

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**MEMORANDUM**

To: Village Board

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: October 6, 2025

Re: Set a Public Hearing Per WI Statutes 66.0617(3) – Park Impact Fees

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**BACKGROUND:** The following email was sent to Attorney Macy by PW Director Nash: Debbie was reviewing the language in Summit’s impact fee ordinance, and she found language that states the impact fee obligation for development runs through the end of 2025. This was a recommendation of the 2007 Park Facilities Public Needs Assessment & Impact Fee Study, where the needs assessment covered the design period through 2025. Ordinance 277-07 was adopted at that time establishing the code for impact fees.

In 2018, SEH completed a Park Facilities Impact Fee Study. As part of this project, a needs assessment was developed to cover a design period through Fiscal Year 2027 and updated base impact fees were identified. Ordinance 61-2018 was adopted following a public hearing, amending the amount of base impact fee in Section 14-112(b) of the Summit code as recommended by the study. The ordinance referred to the 2018 study and the updated needs analysis, but it did not update the code language related to the year 2025. I looked back through our files and the summary information for the Village Board meeting, but I was unable to find any notes with regard to the sunset date for the impact fees. I imagine that this was an oversight when the ordinance was drafted.

**Do you have any recollection of why the 2025 date was not adjusted when Ordinance 61-2018 was proposed as a result of the 2018 study?** I assume that you were given the opportunity to review the ordinance, and you may have some notes or insight.

**Does the Village have the ability to update the ordinance at this time to extend the impact fee period to 2027, as identified in the 2018 study? Or, would we be able to amend the ordinance to remove a date from the code altogether?** We intend on completing a Park Facilities Impact Fee Study in 2026, but the needs analysis will not be completed for several

weeks or months after the 2026 calendar year begins. As you are aware, we have two new developments and anticipate building permits to be issued in 2026. This funding is important for funding park improvements, of which there are several in our 5-year CIP.

**ATTACHMENTS:** A copy of the original Town Ordinance 277-07 creating impact fees, the updated Village Ordinance 61-2018 amending the base impact fees, Attorney Macy’s response letter, & Draft Public Hearing Notice

**FISCAL IMPACT:** Ability to continue to collect Park Impact Fees from developers through Fiscal Year 2027.

**MOTION:** To set a public hearing for \_\_\_\_\_ to consider an amendment to Village Code Chapter 14 – Fees, Article IV. – Impact Fees, Section 14-112(e)(2) related to sunset date of impact period.

# 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](mailto: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 19, 2025

Kamron Nash  
Village of Summit  
37100 Delafield Road  
Summit, WI 53066

**Re: Impact Fee Ordinance  
Legal Review and Questions Raised**

Dear Ms. Nash:

I received your correspondence and questions regarding the Village's Impact Fee Ordinance and your request that I review and offer comments on the same. I have had an opportunity to carefully consider this matter

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

1. Your Question. Do you have any recollection of why the 2025 date was not adjusted when Ordinance 61-2018 was proposed as a result of the 2018 study? I assume that you were given the opportunity to review the ordinance, and you may have some notes or insight.

My Response. I have not been able to locate anything that would indicate I reviewed Ordinance No. 61-2018 in online or paper files. I am unaware of any reasoning as to why the Ordinance would not have been updated in 2018.

2. Your Question. Does the Village have the ability to update the ordinance at this time to extend the impact fee period to 2027, as identified in the 2018 study?

My Response. Yes. However, the Ordinance can only be updated in accordance with Wisconsin Statutes Section 66.0617. Generally, before an impact fee may be amended, there must be a needs assessment and public hearing in accordance with Wisconsin Statutes Sections 66.0617(3) and (4). Those sections state:

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Kamron Nash  
September 19, 2025  
Page 2

(3) Before enacting an ordinance that imposes impact fees, or amending an existing ordinance that imposes impact fees, a municipality shall hold a public hearing on the proposed ordinance or amendment. Notice of the public hearing shall be published as a class 1 notice under ch. 985, and shall specify where a copy of the proposed ordinance or amendment and the public facilities needs assessment may be obtained.

(4)(a) Before enacting an ordinance that imposes impact fees or amending an ordinance that imposes impact fees by revising the amount of the fee or altering the public facilities for which impact fees may be imposed, a municipality shall prepare a needs assessment for the public facilities for which it is anticipated that impact fees may be imposed. . .

Your email advises the public needs assessment completed in 2018 was developed “to cover a design period through Fiscal Year 2027” but for an unknown reason the 2018 ordinance was not updated to extend through 2027. The Village may update Village Code Section 14-112(e)(2) to state the fees may be collected through 2027 because the 2018 needs assessment specifically covered that period of time and is substantially related to the proposed amendment, satisfying the requirements of Wisconsin Statutes Section 66.0617(4)(a). Additionally, the language of Section Wisconsin Statutes Section 66.0617(4)(a) states a needs assessment is only required when amending on impact fee ordinance “that imposes a fee by revising the amount of the fee or altering the public facilities for which the impact fee may be imposed.” Here, neither of those scenarios exist. Rather, the Village is only amending the sunset date of the impact period.

The Village will still need to hold a duly noticed public hearing pursuant to Wisconsin Statutes Section 66.0617(3), which also requires the notice to state where the proposed amendment and needs assessment may be obtained.

I must also note that I have not been provided with the needs assessment, and my opinion relies on the representations as to the terms of the needs assessment as established in your correspondence.

3. Your Question. Or, would we be able to amend the ordinance to remove a date from the code altogether?

My Response. I would not recommend the 2025 date be removed from the Ordinance. The needs assessment is only good through 2027 and the impact fee cannot continue in perpetuity and may not be defensible after 2027.

**MUNICIPAL LAW & LITIGATION GROUP, S.C.**

Kamron Nash  
September 19, 2025  
Page 3

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

Sec. 14-112. - Enactment of impact fee.

- (a) *Payment of fee.* If the village board determines that the dedication as described in the village subdivision ordinance is not feasible or compatible with development of the municipality, the owner shall, in lieu thereof, pay to the municipality an impact fee as described in this section, which shall constitute the proportionate payment described in the village subdivision ordinance, to pay for the capital costs that are necessary to accommodate future land development with regard to parks, playgrounds and land for athletic fields, and such provisions in the village subdivision ordinance shall not apply.
- (b) *Fee amount.* The amount of the impact fee shall be as follows:
- (1) Base impact fee amount.
    - a. Residential/per single family home: \$2,197.00.
    - b. Residential/per multi-family unit: \$1,830.00.
  - (2) In order to account for future increases in construction costs and interest costs, and in order to ensure that the fees are equitably distributed between current and future developers, the base impact fees described herein shall automatically adjust on an annual basis on January 1 of each year by the percentage increase or decrease in the United States Bureau of Labor Statistics Midwest Region All Items Consumer Price Index for All Urban Consumers from January 1 of the preceding year.
- (c) *Accounting.* Revenues from impact fees shall be placed in a segregated, interest-bearing account and shall be accounted for separately from the other funds of the village. Impact fee revenues and interest earned on impact fee revenues may be expended only for capital costs for which the impact fees were imposed.
- (d) *Refund of impact fees.* Impact fees that are imposed and collected by the village pursuant to this article must be spent or refunded within seven years, unless extended by resolution, from the date the fee is collected, pursuant to Wis. Stats. § 66.0617(9). Refunds shall be made to the then-current owner of the property with respect to which the impact fees were imposed.
- (e) *Payment.*
- (1) Developers or property owner shall pay said impact fees to the village in full upon the issuance of a building permit by the village for any land development.
  - (2) The foregoing payment obligation applies only to such land development events that occur within the village from the effective date of the ordinance from which this article is derived until the year 2025. If for any reason, intentional or unintentional, payment is not made when it first becomes due, the village, at its option, may enforce the obligation at the time of any succeeding land development event until payment is fully received. If more than one developer participates in a land development project, or if different developers participate at different times, the developers shall be deemed to have independently apportioned their payment obligation among themselves.
- (f) *Appeal.* Pursuant to Wis. Stats. § 66.0617(10), a developer upon whom an impact fee is imposed has the right to contest the amount, collection or use of the impact fee to the village board. The procedure for the appeal shall be the same appeal procedures that apply pursuant to the village ordinance regulating the division and platting of land, including any amendments that may be made thereto in the future.
- (g) *Interpretation.* The village exercises this authority pursuant to Wis. Stats. § 66.0617, and this article shall be interpreted in conjunction with said statute, including any future revisions thereto, including, but not limited to, the statutory definition of the term "developer."

(Code 2006, § 125-20; Ord. No. 05-264, 11-9-2005; Ord. No. 61-2018, § 1, 8-9-2018; Ord. No. 77-2020, § 1, 2-13-2020)

STATE OF WISCONSIN

VILLAGE OF SUMMIT

WAUKESHA COUNTY

ORDINANCE NO. 61-2018

AN ORDINANCE TO AMEND ARTICLE IV OF CHAPTER 14 OF THE CODE OF  
ORDINANCES OF THE VILLAGE OF SUMMIT CONCERNING  
PARK FACILITIES AND PARK LAND ACQUISITION

WHEREAS, on or about April 5, 2007, the Town of Summit Town Board adopted an ordinance imposing impact fees pursuant to §66.0617 of the Wisconsin Statutes; and

WHEREAS, pursuant to § 66.0617(4) of the Wisconsin Statutes, the enactment of said ordinance by the Town of Summit Town Board was based upon a public facilities needs assessment; and

WHEREAS, §66.0617 of the Wisconsin Statutes has been amended from time-to-time subsequent to the Town's adoption of said ordinance imposing impact fees; and

WHEREAS, the Village Board has determined that said impact fee amount should be based on projects and estimated costs that are more recent than the previous 2006 needs analysis, and has commissioned, reviewed and recommended a new needs analysis; and

WHEREAS, the Village Board has completed an updated needs analysis through their consultant S.E.H. Engineers, dated June, 2018; and

WHEREAS, the June 2018 needs analysis recommends a change in the amount of the impact fee identified in Section 14-112(b) of the Village of Summit Code; and

WHEREAS, the Village Board, having conducted a public hearing following notice as required in Section 66.0617(3) of the Wisconsin Statutes and giving consideration to all the information received at said public hearing, desires to amend Article IV of Chapter 14, Section 112;

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

SECTION 1: The Base Impact Fee identified in Section 14-112(b)(1) is hereby amended to read as follows:

- a. Residential/per single family home: \$2,197
- b. Residential/per multi-family unit: \$1,830

SECTION 2: SEVERABILITY.


The several sections 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 3: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon passage and posting OR publication as provided by law.

This Ordinance passed this 9<sup>th</sup> day of August, 2018.

VILLAGE OF SUMMIT

By:   
Jack Riley, Village President

Attest:   
Debra Michael, Administrator – Clerk/Treasurer

Published and/or posted this 20 day of August 2018.



STATE OF WISCONSIN

TOWN OF SUMMIT

WAUKESHA COUNTY

ORDINANCE NO. 277-07

ORDINANCE TO CREATE SECTION 125-20 OF THE TOWN CODE, TO  
IMPOSE IMPACT FEES ON DEVELOPERS TO  
PAY FOR THE CAPITAL COSTS THAT ARE NECESSARY TO  
ACCOMMODATE LAND DEVELOPMENT FOR PARKS, PLAYGROUNDS AND LAND  
FOR ATHLETIC FIELDS

**WHEREAS**, Wisconsin Statute Section 66.0617 authorizes a political subdivision, including the Town of Summit, to enact an Ordinance that imposes impact fees on Developers to pay for the capital costs that are necessary to accommodate land development; and

**WHEREAS**, the public facilities for which impact fees may be imposed include parks, playgrounds and land for athletic fields, pursuant to Wisconsin Statute Section 66.0617(1)(f); and

**WHEREAS**, after carefully considering this matter, and in order to reasonably determine the existing public facilities needs and future facilities needs related to parks, playgrounds and land for athletic fields in the Town of Summit, the Town of Summit authorized the firm of Ruekert & Mielke, Inc., to prepare a public facilities needs assessment in this regard; and

**WHEREAS**, the public facilities needs assessment was prepared in accordance with Wisconsin Statute Section 66.0617(4) Wisconsin Statute; and

**WHEREAS**, said public facilities needs assessment was made available for public inspection and copying in the Office of the Town of Summit Town Clerk at least twenty (20) days before a public hearing was held in this matter; and

**WHEREAS**, Notice of Public Hearing regarding this matter was published as a Class I Notice under Chapter 985 Wisconsin Statutes, including specifying where a copy of the proposed Ordinance

and the Public Facilities Needs Assessment could be obtained; and

**WHEREAS**, the Town Board of the Town of Summit held a public hearing on the proposed Ordinance at the Town of Summit Town Hall on April 5, 2007, and

**WHEREAS**, the Town Board finds that the conclusions of the Public Facilities Needs Assessment and Impact Fee Study are reasonable and appropriate, with regard to the impact fees relevant to parks, playgrounds, and land for athletic fields, and in particular the Town Board finds that the same:

- a. bear a rational relationship to the need for new, expanded or improved public facilities that are required to serve land development;
- b. do not exceed the proportionate share of the capital costs that are required to serve land development, as compared to existing uses of land within the Town of Summit;
- c. are based upon actual capital costs or reasonable estimates of capital costs for new, expanded or improved public facilities;
- d. compensate, as necessary, for other capital costs proposed by the Town of Summit with respect to land development to provide or pay for public facilities, including special assessments, special charges, land dedications or fees in lieu of land dedications under Chapter 236 or any other items of value;
- e. compensate, as necessary, for monies received from the Federal or State Government specifically to provide or pay for public facilities for which the impact fees are imposed;
- f. do not include amounts necessary to address existing deficiencies in public facilities;
- g. shall be payable by the Developer to the Town of Summit, in full within 14 days of the issuance of a building permit or within 14 days of the issuance of an occupancy permit; and

**WHEREAS**, the Town Board shall refund to the then-current owner of the property such fees as may be collected but which are not used seven (7) years from the date they were collected, to the then-current owner of the property, as required by statute, unless such time is extended pursuant to applicable laws; and,

**WHEREAS**, the Town Board finds that the appropriate planning period is through the year 2025, subject to the seven (7) year limit following the date of collection as noted above; and,

**WHEREAS**, the Town Board finds it to be reasonable that an appeal may be made by a Developer, as required by Wisconsin Statute Section 66.0617(10), in the same manner that an appeal which seeks a waiver or modification may be brought before the Town Board with regard to the Town of Summit Subdivision Control Ordinance.

**NOW THEREFORE**, The Town Board of the Town of Summit, Waukesha County, Wisconsin, does hereby ordain as follows:

**SECTION 1:** Chapter 125 of the Code of the Town of Summit, Part II entitled "General Legislation," Chapter 125 entitled "Fees," Article IV entitled "Impact Fees," Section 125-20 is hereby created as follows:

A. ENACTMENT OF IMPACT FEE.

If the Town Board determines that the dedication as described in Section 213-29 of this Code, is not feasible or compatible with development of the municipality, the owner shall, in lieu thereof, pay to the municipality an impact fee as described in this Section 125-20, which shall constitute the proportionate payment described in Section 213-28 of this Code, to pay for the capital costs that are necessary to accommodate future land development with regard to parks, playgrounds and land for athletic fields, and such Section 213-28 of this Code shall not apply.

B. FEE AMOUNT.

The amount of the impact fee shall be as follows:

(1) Base impact fee amount.

Residential/ per single family home: \$ 2,117

Residential/per multi-family unit \$ 1,764

- (2) In order to account for future increases in construction costs and interest costs, and in order to ensure that the fees are equitably distributed between current and future Developers, the base impact fees described herein shall automatically adjust on an annual basis on January 1 of each year by the percentage increase or decrease in the United States Bureau of Labor Statistics Midwest Region All Items Consumer Price Index for All Urban Consumers from January 1 of the preceding year.

C. ACCOUNTING.

Revenues from impact fees shall be placed in a segregated, interest-bearing account and shall be accounted for separately from the other funds of the Town of Summit. Impact fee revenues and interest earned on impact fee revenues may be expended only for capital costs for which the impact fees were imposed.

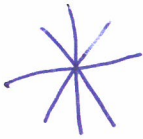
D. REFUND OF IMPACT FEES.

Impact fees that are imposed and collected by the Town of Summit pursuant to this ordinance must be spent or refunded within seven years, unless extended by resolution, from the date the fee is collected, pursuant to §66.0617(9), Stats. Refunds shall be made to the then-current owner of the property with respect to which the impact fees were imposed.

E. PAYMENT.

Developers shall pay said impact fees to the Town of Summit in full upon the first to occur of the following events unless the town of Summit Town Board agrees otherwise in writing:

- (1) recording a plat or certified survey map which would divide any land which is zoned to permit a residential use by right;
- (2) issuing a building permit for any land development;
- (3) Granting any other approval by the Town of Summit for any land development (e.g. rezoning, conditional use, or other approval).
- (4) In every case the impact fee must be paid in full no later than within 14 days of the issuance of an occupancy permit.



The foregoing payment obligation applies only to such land development events that occur within the Town of Summit from the effective date of this Ordinance until the year 2025. If for any reason, intentional or unintentional, payment is not made when it first becomes due, the Town of Summit, at its option, may enforce the obligation at the time of any succeeding land development event until payment is fully received. If more than one Developer participates in a land development project, or if different Developers participate at different times, the Developers shall be deemed to have independently apportioned their payment obligation among themselves. The Town of Summit shall be entitled to refuse to approve a land development event until payment is made, and shall have no obligation to determine which Developer is required to pay, even if payment from the current Developer would not have been required but for the fact that a prior Developer did not pay.

F. APPEAL.

Pursuant to Wisconsin Statute 66.0617(10), a Developer upon whom an impact fee is imposed has the right to contest the amount, collection or use of the impact fee to the Town of Summit Town Board. The procedure for the appeal shall be the same appeal procedures that apply pursuant to Section XII the Town of Summit Ordinance Regulating the Division and Platting of Land, including any amendments that may be made thereto in the future.

G. INTERPRETATION.

The Town of Summit exercises this authority pursuant to Wisconsin Statutes Section 66.0617, and this Ordinance shall be interpreted in conjunction with said Statute, including any future revisions thereto, including, but not limited to, the statutory definition of the term "Developer."

SECTION 2: SEVERABILITY.


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

SECTION 3: EFFECTIVE DATE.

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

Dated this 5<sup>th</sup> day of April, 2007

TOWN OF SUMMIT

  
Leonard Susa, Town Chair

ATTEST:

  
Henry J. Elling, Clerk

Published and/or posted this 07<sup>th</sup> day of April, 2007

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

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**PUBLIC HEARING NOTICE  
VILLAGE OF SUMMIT, WISCONSIN**

***Date***

Please be advised that the Village of Summit Village Board will be holding a public hearing on **(Day of week) (Month) (Date)**, 2025, beginning at  p.m., at the Summit Village Hall located at 37100 Delafield Road, Summit, Wisconsin. The purpose of said hearing will be to hear any and all parties, their attorneys or agents, for or against an ordinance updating and modifying the public facilities impact fees under Section 66.0617 of the Wisconsin Statutes.

The proposed update relates to Village Code Chapter 14 – Fees, Article IV. – Impact Fees, Section 14-112(e)(2) to state that impact fees may be collected through Fiscal Year 2027 based on the 2018 Park Facilities Impact Fee Study.

A copy of the supporting public facilities needs assessment and the proposed ordinance will be on file in the office of the Village Clerk at the Summit Village Hall by , 2025 and will be available for public inspection between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday.

For more information regarding this public hearing, please contact Kamron Nash, Public Works Director, at the Summit Village Hall (262) 567-2757 or [pwdirector@villageofsummitwi.gov](mailto:pwdirector@villageofsummitwi.gov).

All interested parties will be heard.

VILLAGE OF SUMMIT

Debra Michael, WCMC  
Administrator-Clerk/Treasurer

Published: Week of , 2025  
Class 1 Notice required



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

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**PUBLIC HEARING NOTICE  
VILLAGE OF SUMMIT, WISCONSIN**

***Date***

Please be advised that the Village of Summit Village Board will be holding a public hearing on Thursday, [REDACTED], 2025, beginning at 6:30 p.m., at the Summit Village Hall located at 37100 Delafield Road, Summit, Wisconsin. The purpose of said hearing will be to hear any and all parties, their attorneys or agents, for or against an ordinance updating and modifying the public facilities impact fees under Section 66.0617 of the Wisconsin Statutes. The proposed impact fee will be collected and used to pay for the proportionate share of the capital costs for new, improved, or expanded park facilities required to serve new land development in the Village.

A copy of the supporting public facilities needs assessment and the proposed ordinance will be on file in the office of the Village Clerk at the Summit Village Hall by [REDACTED], 2025 and will be available for public inspection between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday.

For more information regarding this public hearing, please contact Kamron Nash, Public Works Director, at the Summit Village Hall (262) 567-2757 or [pwdirector@villageofsummitwi.gov](mailto:pwdirector@villageofsummitwi.gov).

All interested parties will be heard.

VILLAGE OF SUMMIT

Debra Michael, WCMC  
Administrator-Clerk/Treasurer

Published: Week of [REDACTED] and [REDACTED], 2025



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Highway Dept., 262-567-2422  
Police Dept., 262-567-1134  
Building Inspector, 262-490-4141  
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**MEMORANDUM**

To: Village Board

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: October 6, 2025

Re: Resolution 25-477 Fee Schedule

---

**BACKGROUND:** We try to review and update fees every few years. Planner Barrows, PW Director Nash, Chief Hartert and myself did a review and the attached Exhibit A has the proposed changes in red.

**ATTACHMENTS:** Resolution #25-477

**FISCAL IMPACT:** Increase in revenues

**MOTION:** To approve Resolution #25-477 to establish a schedule of fees as authorized by the Summit Municipal Code

RESOLUTION NO. 25-477

A RESOLUTION TO ESTABLISH A SCHEDULE OF FEES  
AS AUTHORIZED BY THE SUMMIT MUNICIPAL CODE

---

WHEREAS, The Village Board of the Village of Summit is responsible for the establishment of fees in certain sections of the Municipal Code; and

WHEREAS, Certain Sections of the Summit Municipal Code states that the amount of the fees shall be as set forth in resolution adopted by the Village Board; and

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

SECTION 1: The attached Fee Schedule is established for use and referred to as Exhibit A is hereby adopted.

SECTION 2: SEVERABILITY.

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

SECTION 3: EFFECTIVE DATE.

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

Dated this 9<sup>th</sup> day of October, 2025.

\_\_\_\_\_  
Jack Riley, President

\_\_\_\_\_  
Kraig Arenz, Sr., Trustee

\_\_\_\_\_  
Justin Phillips, Trustee

\_\_\_\_\_  
Jim Petronovich, Trustee

\_\_\_\_\_  
Jeff Lee, Trustee

ATTEST:

\_\_\_\_\_  
Debra J Michael  
Village of Summit Administrator-Clerk/Treasurer

VILLAGE OF SUMMIT  
FEE SCHEDULE

EXHIBIT A

Proposed: October 9, 2025

Resolution #25-477

**Village Clerk & Treasurer Fees**

Dog license		
In-Tact Male or Female	\$15.00	
Spayed or Neutered	\$10.00	
Dog license late fee	\$5.00	per dog (max per Statute)
Fax	\$0.10	per page
Copies	\$0.25	per page
Licenses:		
Class "B" Beer	\$100.00	
"Class B" Liquor	\$500.00	
Class "C" Wine	\$100.00	
Temporary Class "B" Picnic	\$10.00	
Bartender's license (2 year license)	\$50.00	
Bartender's Provisional license	\$15.00	
Bartender's Temporary License	\$15.00	
Cigarette license	\$50.00	Can set to max of \$100
Publication Fee/Administrative (Liquor)	\$7.00	
Special events -events outside normal operations	\$50.00	per day
Solicitor's / Peddler's license	\$25.00	per person
Non-sufficient funds returned payment	\$25.00	
Special assessment letters	\$20.00	
Rush Delivery	\$40.00	
Utilities Only	\$10.00	
Tax bill amount request	\$2.00	per parcel
Address Signs	\$120.00	**for standard sign/post installation add'l cost may apply for upgraded post
Credit Card Transaction Fees		
Tax Bill	2.39%	of total charge, min \$1.50
Utility District	\$4.99	
E-check or E-savings Transaction Fees		
Tax Bill	\$1.50	under \$10,000 then \$10
Utility District	\$4.99	
Vacation Rental Annual License	\$100.00	Should we remove?
Vacation Rental Tenant Permit	\$50.00	Should we remove?

**Police Department**

Home Alarm Registration	\$40.00	one time fee
Fireworks permit application	\$100.00	
Police reports	\$0.25	per page
CD's (per incident)	\$25.00	
PBT Testing	\$0.50	
Fingerprinting (2 cards)	\$10.00	

**Department of Public Works**

Right of Way Permit	\$75.00	
Penalty for "after the fact" permit	Double of above	
Dumpster/Container Permit	\$50.00	
Private Weed Cutting Fee - Finish Mowing	\$213.00	per hour (minimum 1 hour)
Private Weed Cutting Fee - Rough Mowing	\$225.00	per hour (minimum 1 hour)
Sidewalk Snow & Ice Removal	\$175.00	per hour (minimum 1 hour)
Erosion Control/Stormwater Management Permit:		Includes treated impervious surface
Less than 1 acre	\$50.00	
Additional per acre for 1 acre or more	\$50.00	

**Planning & Zoning**

Certified Survey Map reviews:		
Extra Territorial CSM	*	\$50.00
Village CSM's	*	\$200.00
Preliminary Plat review	*	\$350.00
		plus \$5.00 per lot
Final Plat review	*	\$150.00
Conditional use permit application	*	\$350.00
Home occupation review		\$50.00
Site Plan Review	*	\$200.00

(\* Additional charges will accrue based on Village Attorney, Village Engineer and/or Village Planner & public hearing notice reimbursements.

VILLAGE OF SUMMIT  
FEE SCHEDULE

EXHIBIT A  
Proposed: October 9, 2025  
Resolution #25-477

**Planning & Zoning**

Plan of operations review	*	\$50.00
Zoning Appeal or Variance	*	\$600.00
Zoning Map Amendment Application	*	\$250.00
Zoning Text Amendment Application	*	\$100.00
Special Exception Application	*	\$350.00

**Shoreland Permits**

Accessory buildings, deck, patio, signs, pools		\$100 plus \$2 per \$1,000 valuation
Multi-family building, new construction	*	\$100 plus \$2 per \$1,000 valuation
Single-family building, new construction		\$100 plus \$2 per \$1,000 valuation
Industrial and commercial building, new construction	*	\$100 plus \$2 per \$1,000 valuation
Remodeling and/or addition to principal structure		\$100 plus \$2 per \$1,000 valuation
Minor grading permit		\$200.00
Shoreland cutting permit ^		\$200.00
Streambank/Shoreline stabilization structure		\$150.00
Floodplain Development Application	*	\$200.00
Penalty for "after the fact" permit		Double of above

^ Invasive Species Removal is exempt from fee

**Copies of:**

Village of Summit Land Division Ordinance	\$20.00
Village of Summit Master Plan Map	\$10.00
Village of Summit Master Plan (paper)	\$50.00
Village of Summit Master Plan (digital format)	\$15.00
Village of Summit Street Map	\$10.00
Village of Summit Zoning Map	\$10.00
Village of Summit Zoning Ordinance	\$30.00



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**MEMORANDUM**

To: Village Board

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: October 6, 2025

RE: Discussion and action on Resolution supporting the expansion of Interstate 94 in Western Waukesha County

---

**BACKGROUND:** During 2025, County Executive Paul Farrow worked to have Interstate Highway 94 (I94) expanded to six lanes from County Trunk Highway (CTH) SS westerly to the Waukesha/Jefferson County line. At the last hour, Governor Evers vetoed the budget item. This section of I94 was designed in the late 1950's and constructed in the late 1950's through early 1960's and is outdated and not configured for the Annual Average Daily Traffic - High of 75,000.

The process required to get this project in the queue for construction is:

- WisDOT must include the project on the list of major highway projects
- Recommend the project to the Transportation Projects Commission, October 2025
- Transportation Projects Commission approves the Major Study, December 2025
- Complete environmental study for 2029-2031 State Biennial Budget
- Start construction in 2035 if funding is available

As you can see, if all goes well, it will be 10 years before the project starts. Unfortunately, this stretch of I94 currently has:

- Highest Traffic Volume of any four-lane interstate freeway
- Highest Travel Delay and Congestion of any four-lane interstate freeway
- Higher Crash, Injury Crash and Fatality Rates than other Major Highway Projects
- Outdated Infrastructure with Geometric Design Deficiencies, that contribute to High Crash Rates, Congestion and Travel Delay

The following was received on 09/30/2025 from the Waukesha County Business Alliance:

**Update on I-94 West Project**

## **DOT Announces Recommendation of I-94 West to TPC**

*Project Receives Highest Total Score Among Nine Corridors Evaluated for Study*

Today, the Wisconsin Department of Transportation (WisDOT) announced that it will recommend the I-94 Western Waukesha project to the Transportation Projects Commission (TPC) at its next meeting.

This marks a critical step forward in advancing a project that is essential to our region. We are especially encouraged that the I-94 Western Waukesha County corridor received the highest total score among the nine corridors evaluated for further study. This affirms what our members, businesses, and communities have consistently emphasized: the high traffic volumes, frequent serious accidents, and economic importance of this corridor all meet the key criteria and justify its inclusion in WisDOT's recommendations to the TPC. This segment of I-94 is vital to both regional and statewide economic growth.

We commend WisDOT for its data-driven and objective approach to evaluating projects, prioritizing critical factors such as traffic flow, economic impact, and public safety. The decision to recommend the I-94 Waukesha project for the next step, which is an environmental study, is a significant and welcomed advancement.

We would also like to recognize and sincerely thank County Executive Paul Farrow and the Waukesha County Department of Public Works; Senator Julian Bradley; Representative Cindi Duchow; our legislative partners; and local businesses and stakeholders, including the City of Delafield, the Oconomowoc Area Chamber of Commerce, and ThriveED. Their ongoing support and advocacy have been instrumental in elevating the importance of this project.

The Alliance is proud to be leading the Western Waukesha County I-94 Coalition bringing together business leaders, elected officials, and community stakeholders to advocate for this important corridor. We remain fully committed to supporting and advocating for the continued development of this corridor and look forward to working collaboratively with all stakeholders to advance the project through its next phases.

We firmly believe this project is not just good for Waukesha County, it's good for Wisconsin. To learn more about the project, visit the [Alliance's website](#).

**ATTACHMENTS:** Press Release, MOU

**FISCAL IMPACT:** Dependent on action taken but initial estimates have been made at \$635,000,000.

**RECOMMENDED MOTION:** To approve Resolution #25-476 Supporting the Modernization & Expansion of Interstate 94 in Western Waukesha County.

RESOLUTION NO. 25-476

RESOLUTION SUPPORTING THE MODERNIZATION AND EXPANSION OF INTERSTATE 94  
IN WESTERN WAUKESHA COUNTY

WHEREAS, Interstate Highway 94 (I94) was first constructed in the late 1950's and early 1960's and no longer meets the demands for the volume of traffic it sees daily; and

WHEREAS, the last major highway project in Waukesha County was the Oconomowoc bypass in 1995; and

WHEREAS, in its current condition this portion of I94 has:

- Highest Traffic Volume of any four-lane interstate freeway
- Highest Travel Delay and Congestion of any four-lane interstate freeway
- Higher Crash, Injury Crash and Fatality Rates than other Major Highway Projects
- Outdated Infrastructure with Geometric Design Deficiencies, that contribute to High Crash Rates, Congestion and Travel Delay

and;

WHEREAS, the expansion of I94 is supported by the Village of Summit Police Department and Western Lakes Fire District as a way to increase the safety of our first responders and traveling public; and

WHEREAS, this portion of Waukesha County has seen strong economic development and growth rates that will increase the demands on the transportation network; and

WHEREAS, we ask the State of Wisconsin Transportation Projects Commission to approve the I94 Western Waukesha County Major Study Project so that an environmental study can be completed and the modernization and expansion of I94 can be included in a future State budget.

NOW THEREFORE, BE IT HEREBY RESOLVED that the Village Board supports the modernization and expansion of I94 in western Waukesha County and requests the process be expedited to improve the safety of the corridor.

BE IT FURTHER RESOLVED that a signed copy of this resolution be sent to Governor Tony Evers, State Representative Cindi Duchow, State Senator Chris Kapenga, and all the members of the Transportation Projects Commission.

DATED: October 9, 2025

VILLAGE OF SUMMIT

By: \_\_\_\_\_  
Jack Riley, President

ATTEST:

\_\_\_\_\_  
Debra Michael, Administrator-Clerk/Treasurer



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**MEMORANDUM**

To: Village Board

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: October 1, 2025

Re: Discussion and action on 2026 CIP Budget

---

**BACKGROUND:** This was reviewed at our previous strategic planning session and again on October 2. It has been updated to reflect actions taken during the October 2 meeting.

**ATTACHMENTS:** 5 Year CIP Schedule

**FISCAL IMPACT:** Dependent on adoption

**RECOMMENDED**

**MOTION:** To approve the 2026 CIP budget as presented on October 9, 2025 (with changes as noted if necessary)

						Revenue source	Expense account	Notes
<b>STORM SEWER SYSTEM IMPROVEMENTS</b>								
	2026	2027	2028	2029	2030			
Catch Basin Repairs (GO Bonds)	\$120,000	\$0	\$0	\$0	\$0	GO Bonds	57400-000	Still Waters (21 repairs - 8 priority) and Lake Country Village (9 curb/replace adjusting rings, 1 structure replacement, damaged curb replacement). \$30,000 maintained in DPW Road Maintenance operating budget, and \$90,000 allocated for 2026 repairs (complete as much work as possible).
<b>TOTAL STORM SEWER SYSTEM IMPROVEMENTS</b>	<b>\$120,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>			
<b>DAM, PIERS, BRIDGES, WATERWAYS</b>								
	2026	2027	2028	2029	2030			
<b>TOTAL DAMS, PIERS, BRIDGES, WATERWAYS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>			KA: any expense for Waterville Dam? Nothing need for few years JP: Mill Rd bridge maintenance?
<b>PUBLIC BUILDINGS AND PARK FACILITIES</b>								
	2026	2027	2028	2029	2030			
<b>Village Hall / Police Department/ DPW</b>								
Village facilities maintenance (painting, deep cleaning, etc.)	\$0	\$0	\$0	\$0	\$0	Levy	51600-240	Acoustical panels for Community Room 10/2/25 Trustee Lee requested removal
Sewer service connection (City of Oconomowoc utility)	\$0	\$0	\$0	\$0	\$0			Discussed w/VB. Leave as place holder. What are req of City?
Sealcoat & Restripe Pavement at Village Hall (every 7 - 10 years)	\$0	\$0	\$0	\$0	\$15,000	Levy	51600-240	Includes all parking areas and access roads - last completed in 2023.
<b>Peter Prime Park</b>								
Playground equipment upgrade/maintenance (20 yr schedule)	\$0	\$65,000	\$0	\$0	\$0	Impact Fees	57400-000	Tentatively included in 2027 for impact fees that are not used by the N Dousman Rd Trail project. In the event that excess impact fee funds are not available, another funding source will need to be identified and/or the project deferred.
Crack Seal & Seal Coat Parking Area/Basketball Court	\$0	\$0	\$5,000	\$0	\$0	Levy	55200-390	May be added to operating budget, pending actual costs.
ADA Accessible Paths	\$0	\$0	\$7,500	\$0	\$0	Levy	55200-390	Resurface paths in park (ADA compliant). Identified in CORP as short-term project.
Trash Receptacles (Plastic 32-Gallon)	\$0	\$0	\$0	\$1,400	\$0	Levy	55200-390	Install heavy-duty trash receptacles with domes to replace metal drums. May potentially get donations to assist with purchase.
Master Plan (per CORP requirement)	\$0	\$3,000	\$0	\$0	\$0	Levy	55200-390	Identified in CORP. Cost would be primarily for mapping efforts. Include in operating budget (<\$5,000).
<b>Summit Village Park</b>								
ADA Accessible Path (Circle Lot to Playground) & Playground Signage	\$10,000	\$0	\$0	\$0	\$0	GO Bonds	57400-000	Included in CORP; proposed 4' asphalt path and installation of proper playground signage.
Trash Receptacles (Plastic 32-Gallon)	\$0	\$0	\$5,500	\$0	\$0	Levy	55200-390	Install heavy-duty trash receptacles with domes to replace metal drums. May potentially get donations to assist with purchase.
Park Gazebo	\$0	\$0	\$50,000	\$0		Donated Funds		Moved \$50,000 budgeted for 2025 to 2028. Placeholder - no donation commitments at this time.
Second shelter / rest room facility	\$0	\$0	\$500,000	\$0		Donated Funds		Moved \$50,000 budgeted for 2025 to 2028. Placeholder - no donation commitments at this time.

						Revenue source	Expense account	Notes
Pickleball Courts	\$0	\$50,000	\$0	\$0	\$0	Impact Fees/GO Bonds	57400-000	Unused funds from 2024 - transferred to 2026 (likely will not be constructed until 2027 unless funds become available earlier). Total of \$400,000 for up to 10 courts at Genesee Lake Road Park. Lake Country Pickleball Club willing to pay 50% (possibly more with fundraising). Email sent to LCPC on 8/7 to determine if project should be scheduled in 2026 or 2027. They will address timing and priorities at August 19th LCPC board meeting.
Pickleball Courts	\$0	\$150,000	\$0	\$0	\$0	G.O.Bonds	57400-000	
Sealcoat/Restripe parking lot (7 - 10 yrs)	\$0	\$0	\$0	\$0	\$0	G.O.Bonds	57400-000	Completed in 2024. Projected 2033
William Jones Park	\$0	\$0	\$0	\$0	\$0			No facilities present or planned.
Atkins-Olson Park	\$0	\$0	\$0	\$0	\$0			Will not be transferring to Dousman in 2028 per Agreement .
Parking lot - crackfilling, restriping, seal coating	\$0	\$5,000	\$0	\$0	\$0	Levy	55200-390	May be added to operating budget, pending actual costs.
Genesee Lake Road Bark River Canoe/Kayak Launch	\$3,000	\$0	\$0	\$0	\$0	Donated Funds		Tentative costs for concrete launch pad and access/parking improvements along roadway. Partial cost may be provided by donors (Mike Carr). Staff needs to reach out to DNR for requirements. Email sent to Mr. Carr on 8/7 to determine if there is still interest in project.
Bike Path From Dousman Road to Village Park (Impact Fees)	\$266,009	\$0	\$0	\$0	\$0	Impact Fees	57400-000	Construction estimate may change based on increasing costs and changes to trail design. Increased to account for most recent estimate of project costs. If all funding is utilized as earmarked in 2026, Peter Prime Park playground equipment may need to be deferred or designated with a new funding source. Estimated Impact fee balance at end of 2025 is \$440,000 (using 2024 audit balance and subtracting 2025 real and anticipated expenditures).
Bike Path From Dousman Road to Village Park (TAP Funding)	\$490,101	\$0	\$0	\$0	\$0	Grant Funds	57400-000	TAP funds are reimbursed after Village has paid invoices. Timing depends on construction in 2026 or 2027 (project timeline pushed out). 2024 TAP actual costs: \$34,264.22 2025 TAP anticipated costs: \$57,500 2026 TAP anticipated costs (assuming late 2026 construction): \$490,101
Bike Path From Dousman Road to Village Park (Stewardship Grant)	\$121,279	\$0	\$0	\$0	\$0	Grant Funds	57400-000	Project advance of \$74,719.50 (1/2 of grant) received in late July 2024. 2024 Stewardship actual costs:\$8,660.17 2025 Stewardship anticipated costs: \$19,500 2026 Stewardship anticipated costs (assuming late 2026 construction): \$121,279
Park Impact Fees Study	\$20,000	\$0	\$0	\$0	\$0	G.O.Bonds	57400-000	Village Board directed staff to include in 2025. May consider using Tax Levy funding.
<b>TOTAL PUBLIC BUILDINGS AND PARKS</b>	<b>\$910,389</b>	<b>\$273,000</b>	<b>\$568,000</b>	<b>\$1,400</b>	<b>\$15,000</b>			

						Revenue	Expense	
						source	account	Notes
<b>STREET AND HIGHWAY IMPROVEMENTS</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>			
<b>Annual Street Paving Program</b>								
Genesee Lake Road (CTH BB/Golden Lake Rd to N Dousman Rd) - 2026	\$ 550,000	\$ -	\$ -	\$ -	\$ -	G.O.Bonds	57400-000	Road program set for 2026. N Silver Cedar Rd moved from 2027 to 2029, and Sunset Dr moved from 2029 to 2027. Will also be verifying estimates and proposed type of resurfacing with SEH. *2026 costs for Genesee Lake Road updated from \$690,000 to \$550,000, assuming road is overlaid with 3" of HMA (previously recommended pulverization and resurfacing). \$5,000 included for N Dousman Rd engineering costs in 2026 (shared with City of Oconomowoc). Added Hill Ct and Williams St to 2026 program. No other adjustments made, as these segments of road are relatively short and 2027 to 2030 programs are within goal of approx. 2 miles of road per year.
Dousman Road Engineering costs (shared with City of Ocon) DR to CTH B	\$ 5,000	\$ -	\$ -	\$ -	\$ -	GO Bonds	57400-000	
Hill Court (Williams St to termini) - 2027	\$ 39,000	\$ -	\$ -	\$ -	\$ -	G.O.Bonds	57400-000	
Williams Street (Lower Lake Rd to Hill Ct) - 2027	\$ 39,000	\$ -	\$ -	\$ -	\$ -	G.O.Bonds	57400-000	
Lower Lake Road (N Dousman Rd to terminus) - 2027	\$ -	\$ 153,000	\$ -	\$ -	\$ -	G.O.Bonds	57400-000	
N Dousman Road (1,600' S of CTH DR to CTH B/Valley Dr) - 2027	\$ -	\$ 315,000	\$ -	\$ -	\$ -	G.O.Bonds	57400-000	
Sunset Drive (S Waterville Lake Rd to terminus) - 2029	\$ -	\$ 171,000	\$ -	\$ -	\$ -	G.O.Bonds	57400-000	
S Regency Circle (Oakshire Dr to terminus) - 2028	\$ -	\$ -	\$ 30,000	\$ -	\$ -	G.O.Bonds	57400-000	
S Oakshire Drive (CTH P/Sawyer Rd to Opengate Ct) - 2028	\$ -	\$ -	\$ 252,000	\$ -	\$ -	G.O.Bonds	57400-000	
Old Woods Road (Oakshire Dr to terminus) - 2028	\$ -	\$ -	\$ 73,000	\$ -	\$ -	G.O.Bonds	57400-000	
S Squire Court (Oakshire Dr to terminus) - 2028	\$ -	\$ -	\$ 22,000	\$ -	\$ -	G.O.Bonds	57400-000	
Wayfare Trail (USH 18 to S Oakshire Dr) - 2028	\$ -	\$ -	\$ 401,000	\$ -	\$ -	G.O.Bonds	57400-000	
N Breens Bay Road (Breens Rd to terminus) - 2029	\$ -	\$ -	\$ -	\$ 290,000	\$ -	G.O.Bonds	57400-000	
N Silver Cedar Rd (CTH B to south terminus) - 2027	\$ -	\$ -	\$ -	\$ 90,000	\$ -	G.O.Bonds	57400-000	
Venice Park Road (Mill Rd to terminus) - 2029	\$ -	\$ -	\$ -	\$ 70,000	\$ -	G.O.Bonds	57400-000	
Park Drive (Venice Park Rd to terminus) - 2029	\$ -	\$ -	\$ -	\$ 9,000	\$ -	G.O.Bonds	57400-000	
S Golden Lake Lane (USH 18 to terminus) - 2029	\$ -	\$ -	\$ -	\$ 148,000	\$ -	G.O.Bonds	57400-000	
Griffith Road (Genesee Lake Rd to STH 67) - 2029	\$ -	\$ -	\$ -	\$ 189,000	\$ -	G.O.Bonds	57400-000	
N Golden Cedar Lane (Cedar Ln to terminus) - 2030	\$ -	\$ -	\$ -	\$ -	\$ 237,000	G.O.Bonds	57400-000	
Cedar Lane (CTH P/N Sawyer Rd to terminus) - 2030	\$ -	\$ -	\$ -	\$ -	\$ 151,000	G.O.Bonds	57400-000	
Atkins Knoll Road (Forest Dr to terminus) - 2030	\$ -	\$ -	\$ -	\$ -	\$ 67,000	G.O.Bonds	57400-000	
Forest Drive (N Dousman Rd to Atkins Knoll Rd) - 2030	\$ -	\$ -	\$ -	\$ -	\$ 289,000	G.O.Bonds	57400-000	
N Indian Mound Road (Forest Dr to terminus) - 2030	\$ -	\$ -	\$ -	\$ -	\$ 103,000	G.O.Bonds	57400-000	
Annual Street Paving Program Subtotal	\$633,000	\$639,000	\$778,000	\$796,000	\$847,000			
<b>Annual Pavement Preservation Treatment &amp; Seal Coating Program</b>	\$90,000	\$0	\$82,000	\$0	\$80,000	G.O.Bonds	57400-000	Initial higher investment in new roads with asphalt rejuvenator treatment 2024 - 2025. Approx. 4 miles of resurfaced roads biennially thereafter.
<b>Crack Filling</b>	\$43,000	\$0	\$0	\$0	\$0	GO Bonds	57400-000	Beginning in 2026, will check condition of newer roads treated with Reclamite to determine need for crack sealing.

						Revenue source	Expense account	Notes
<b>Pavement Marking</b>	\$0	\$0	\$7,500	\$0	\$0	Tax Levy	53300-370	2026: \$3,000 - N & S Dousman Rd, N Battle Creek Rd, Pabst Rd, Nashotah Rd; 2028: \$7,500 - Stonehedge Trl, Silver Maple Ln, Aurora Dr; 2030: \$1,000 - S Waterville Rd, Lake Country Village crosswalks (at intersections only). Need to evaluate on annual basis after latex paint is applied to determine frequency for reapplication.
<b>TOTAL STREET AND HIGHWAY IMPROVEMENTS</b>	<b>\$766,000</b>	<b>\$639,000</b>	<b>\$867,500</b>	<b>\$796,000</b>	<b>\$927,000</b>			

						Revenue	Expense	
						source	account	Notes
<b>CAPITAL EQUIPMENT (General Government)</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>			
New Voting Equipment	\$3,500	\$0	\$0	\$20,000	\$0	Tax Levy	57400-000	2026 = additional Badger Book unit, County has \$ in 2029 budget for upgraded machines per County Clerk
Computer upgrades/Server/Software - Designated Fund	\$6,400	\$6,500	\$30,000	\$6,500	\$6,600	vy for Maint/GO Bonds	57400-000	Computers updated 2024 - annual cost
Codifications	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	Tax Levy	51600-321	
Electronic Packets	\$0	\$0	\$0	\$0	\$0	Tax Levy		Status Quo per discussion 8/21/2023
Electronic records transfer	\$0	\$0	\$0	\$0	\$0	Tax Levy		Status Quo per discussion 8/21/2023
Electronic licensing program	\$0	\$0	\$0	\$0	\$0	Tax Levy	51600-320	Purchased in 2025 \$5000 subscription, \$300 support- should this be operating expense?
<b>TOTAL CAPITAL (General Government)</b>	<b>\$16,900</b>	<b>\$13,500</b>	<b>\$37,000</b>	<b>\$33,500</b>	<b>\$13,600</b>			
<b>CAPITAL EQUIPMENT (Police)</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>			
Police Patrol Boat/Trailer/Motor (new in 2023)	\$0	\$0	\$0	\$45,000	\$0	GO Bond	57400-000	DNR reimbursement program
Vehicles	\$81,100	\$70,000	\$70,000	\$70,000	\$71,000	GO Bond	57400-000	F-150 put in 2026
Video system	\$55,000	\$0	\$0	\$0	\$0	GO Bond	57400-000	Update of system no longer supported. \$5000 donation
Equipment - firearms	\$0	\$0	\$0	\$0	\$0	Tax Levy	52100-312	Updated in 2025
Equipment - Radios (PD & DPW)	\$0	\$60,000	\$0	\$0	\$0	GO Bond	57400-000	Handhelds & patrol vehicle units
<b>TOTAL CAPITAL EQUIPMENT (Police)</b>	<b>\$136,100</b>	<b>\$130,000</b>	<b>\$70,000</b>	<b>\$115,000</b>	<b>\$71,000</b>			
<b>CAPITAL EQUIPMENT (Highway)</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>			
Replace 2009 Patrol Truck (2028)	\$55,000	\$55,000	\$55,000	\$0	\$0	Levy	57325-000	\$275,000 budget total for purchase in 2028, 5 years. May need to solicit bids for chassis/winter package as early as 2026.
Replace 2014 Patroll Truck (2033)	\$0	\$0	\$0	\$60,000	\$60,000	Levy	57325-000	\$300,000 budget total for purchase in 2033.
Ram Hoist Installation (2022 Freightliner)	\$10,000	\$0	\$0	\$0	\$0	GO Bonds	57400-000	Added for 10/2 Budget meeting: Safety issue brought to attention. New Freightliner truck has a hydraulic lift for the box, but only a gravity down. If load shifts to back of truck while box is lifting, box will get stuck in raised position (weight not available at top of box for gravity lower). Oversight during spec review (unusual for this not to be a standard options). May consider levying under account 53300-350 DPW Equipment.
Anti-icing unit for 1-Ton	\$15,000	\$0	\$0	\$0	\$0	GO Bonds	57400-000	Anti-Icing Unit skid for 1-ton truck. Reduced from \$35,000 due to updated pricing and unit selection.
Replace 22' flat-bed trailer w/ 22' tilt-deck trailer)	\$10,000	\$0	\$0	\$0	\$0	GO Bonds	57400-000	Will auction off at approximately \$4,500 revenue. Will eliminate safety issue with loading equipment on existing trailer. Updated cost from \$12,000 to \$10,000 based on updated quote.
Replace JCB Backhoe Loader w/ Wheeled Loader & Attachments	\$240,000	\$0	\$0	\$0	\$0	GO Bonds	57400-000	Direction from Village Board to defer auctioning JCB at this time.
Concrete Saw (Walk-Behind)	\$0	\$10,000	\$0	\$0	\$0	GO Bonds	57400-000	Pavement patching, storm repairs, curb repairs. Lowered from \$12,000 to \$10,000 after additional quotes received.

						Revenue source	Expense account	Notes
3-Ton Roller	\$0	\$60,000	\$0	\$0	\$0	GO Bonds	57400-000	Placeholder for 2027; may be able to find used unit or cost-share with neighboring community
<b>TOTAL CAPITAL EQUIPMENT (Highway)</b>	<b>\$330,000</b>	<b>\$125,000</b>	<b>\$55,000</b>	<b>\$60,000</b>	<b>\$60,000</b>			
<b>CAPITAL (Recreation/Parks)</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>			
Toro Groundmaster 4010 (Replace Massey Tractor & Land Pride 16' Mower)	\$0	\$135,000	\$0	\$0	\$0	GO Bonds	57400-000	Eliminate new 60" mower deck from CIP in 2026 (Cemetery/Park - \$26,000 savings); replace with Toro Groundsmaster 4010 with wings (11' width) - initially asking for 5910 16' at cost of \$170,000; will be able to use at Cemetery and parks. In future, could add snow blower and broom attachment for snow removal. Demo by staff of this unit after August VB CIP meeting - unit would negate need for additional 60" Scag unit and reduces time spent mowing park. Would prefer to purchase this unit in 2026 and eliminate 60" mower.
<b>TOTAL CAPITAL EQUIPMENT (Recreation/Parks)</b>	<b>\$0</b>	<b>\$135,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>			

						Revenue	Expense	
						source	account	Notes
<b>CAPITAL (Cemetery)</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>			
Columbarium (future niches)	\$0	\$80,000	\$0	\$0	\$0	Cemetery Fund	200-00-59200	2nd Columbarium and potential benches; Columbarium estimate at \$53,000 + cost of concrete foundation.
Pet Ossuary Landscaping & Signage	\$5,000	\$0	\$0	\$0	\$12,000	Cemetery Fund	200-00-59200	\$5,000 included in 2026 for pet ossuary sign and other improvements. Placeholder in 2030 for paver walkway (4' x 60').
Diseased/Damaged Tree Removals	\$7,500	\$0	\$0	\$0	\$0	Cemetery Fund	200-00-59200	Need to get quotes. Some trees are very large and may require rigging due to location. Trees that staff can address will be removed in winter.
Split Rail Fencing Replacement	\$5,000	\$5,000	\$0	\$0	\$0	Cemetery Fund	200-00-59200	Total replacement cost at approximately \$10,000 in materials. If wish to complete all at once, keep in CIP. If in phases, operating budget. Per VB direction, quote received by contractor for replacement of 1,200 LF of split-rail fencing for total cost of \$30,000.
Water System Repair & Extension	\$0	\$0	\$0	\$0	\$0	Cemetery Fund	200-00-59200	Placeholder - Will discuss at 10/10 Cemetery Board meeting. If direction given, estimate will be solicited for work.
Cemetery Roads Maintenance	\$0	\$0	\$0	\$0	\$0	Cemetery Fund	200-00-59200	Roads in relatively good condition for light use. Proposed to remove funding from the 5-year plan, but keep as a line item for future consideration
Cemetery Chapel rehabilitation	\$30,000	\$0	\$0	\$0	\$0	Cemetery Fund	200-00-59200	Moved to 2026 from 2025.
<b>TOTAL CAPITAL EQUIPMENT (Cemetery)</b>	<b>\$47,500</b>	<b>\$85,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,000</b>			

						Revenue source	Expense account	Notes
	2026	2027	2028	2029	2030	Total 5 Year CIP		
Annual Village Projects	\$2,279,389	\$1,315,500	\$1,597,500	\$1,005,900	\$1,086,600	\$7,284,889		
Annual Village Borrowing	\$1,333,500	\$1,130,500	\$960,000	\$917,500	\$1,004,600	\$5,346,100		
Use of Unrestricted Cash	\$0	\$0	\$0	\$0	\$0	\$0		
Annual Tax Levy	\$65,500	\$70,000	\$87,500	\$88,400	\$82,000	\$393,400		
Annual Designated Fund Use						\$0		
Annual Impact Fee Fund Use	\$266,009	\$115,000	\$0	\$0	\$0	\$381,009		12/31/2024 Park Impact Fee Balance = \$596,433
Annual Donations/Grants	\$614,380	\$0	\$550,000	\$0	\$0	\$1,164,380		
Annual Cemetery Projects	\$47,500	\$85,000	\$0	\$0	\$12,000	\$144,500		
<b>Total Capital Expenses</b>	<b>\$2,326,889</b>	<b>\$1,400,500</b>	<b>\$1,597,500</b>	<b>\$1,005,900</b>	<b>\$1,098,600</b>	<b>\$7,429,389</b>		



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](http://www.summitvillage.org)

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

**MEMORANDUM**

To: Village Board

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: October 7, 2025

Re: 2026 Operating and Capital Budgets Public Hearing

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**BACKGROUND:** The Village Board and staff previously met on October 2 to review the Capital (CIP) and Operating budget. This budget includes the operations of the Village for 2026: staffing, capital projects, debt service, Police contract with the Village of Dousman, Western Lakes Fire District budget and the 3<sup>rd</sup> year of the Fire Service Fee and all the items previously discussed.

Historically, we have done this at the normally scheduled November Village Board meeting.

**ATTACHMENTS:** None

**FISCAL IMPACT:** Determined upon final adoption of the budgets in November

**MOTION:** To set the 2026 Operating & Capital Budgets public hearing for Thursday, November 13, 2025 at 6:30 p.m.