



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, November 13, 2025 at 6:30 P.M.**

At the Summit Village Hall, 37100 Delafield Road

1. CALL TO ORDER
2. ROLL CALL AND CONFIRM POSTING
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENT
  
5. 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
  
6. PUBLIC HEARING – 2026 Operating & Capital Budgets
  
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 October 9, 2025 Regular Meeting
  - B. October, 2025 payables
  - C. Designation of \$750 donation from Orbis Corporation for training & Community Outreach
  - D. Approve 2026 Police Services Agreement with the Village of Dousman
  - E. Acknowledge future retirement of Chief of Police Michael Hartert
  
8. PLANNING DEPARTMENT
  - A. Update on Plan Commission matters
  - B. Update on Zoning Code Land Use Project
  - C. Discussion and action on request of Genesee Lake Road LLC, property owner and applicant, for the Final Plat and related documents to accommodate a 19-lot single-family residential conservation subdivision on property located on the south side of Genesee Lake Road and east of the Ravinia Park subdivision (SUMT0678996).
  
9. PUBLIC WORKS DEPARTMENT
  - A. Monthly Administrative Report
  - B. Discussion and action on Intergovernmental Agreement for Recycling with Waukesha County
  - C. Discussion and action bid results for Genesee Lake Road Park Dumpster Enclosure
  - D. Discussion and action on Amendment of 2026 Capital Improvement Plan to include the Genesee Lake Road Park Dumpster Enclosure Project
  - E. Discussion and action on consideration for special permission per Sec. 24-33(a) of the Village of Summit Code to allow for a driveway width exceeding 24 feet at 34835 Elm

Street

- F. Discussion and action on consideration for special permission per Sec. 24-33(a) and Sec. 24-37 of the Village of Summit Code to allow for a driveway width exceeding 24 feet and concrete installation within 5 feet of the street pavement at 221 S Sunflower Court
- G. Discussion and action on potential off-road bike facilities on STH 67 between Aurora Drive and Normandale Drive
- H. Discussion and action on purchase of used 2022 Case 621FXR wheel loader

10. POLICE DEPARTMENT

- A. Monthly Report
- B. Discussion and action on disposal of twelve .45 caliber Glock handguns

11. WESTERN LAKES FIRE DISTRICT

- A. Monthly Report

12. VILLAGE BOARD

- A. Discussion and action on the 2026 Fire Service Fee
- B. Discussion and action on adoption of the 2026 Capital Improvement Budget
- C. Discussion and action on 2026 Wage/Salary adjustments
- D. Discussion and action on adoption of the 2026 Operating Budget
- E. Discussion and action to set the 2025 Levy for the Village of Summit
- F. Discussion and action to set items for December 11, 2025 regular Village Board meeting

13. ADJOURN VILLAGE BOARD MEETING

Respectfully Submitted,

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

**Next Regular Meeting: December 11, 2025**

**Posted: November 7, 2025**

\*\*\*\* Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service contact the Village Hall at 567-2757.

It is possible that members of and possible a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any other governmental body except by the Village Board noticed above.



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

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

**NOVEMBER 13, 2025**

Please be advised that the Village of Summit Village Board will be holding a public hearing on Thursday, November 13, 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 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 October 23, 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 October 20, 2025  
Class 1 Notice required

**ORDINANCE NO. 144-2025****AN ORDINANCE TO AMEND ARTICLE IV OF CHAPTER 14 OF THE CODE OF ORDINANCES OF THE VILLAGE OF SUMMIT CONCERNING PARK IMPACT FEES**

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 stated "The purpose and intent of this Park Impact Fee Study (the "Report") is to develop park facilities impact fees in accordance with State Statute §66.0617. This needs assessment will cover a design period through Fiscal Year 2027."; and

WHEREAS, on August 9, 2018, the Village Board adopted 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, adopting new Base Impact Fees based on the 2018 analysis;

WHEREAS, in September, 2025, Village staff discovered that Ordinance No. 61-2018 did not include a change to the language in Section 14-112(e)(2) Payment, related to the design period being extended through Fiscal Year 2027 as included in the Report;

WHEREAS, the Village Board, having conducted a public hearing on November 13, 2025 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. -Impact Fees, of Chapter 14, Sec. 14-112. Enactment of impact fee;

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

SECTION 1: Section 14-112(e)(2) is hereby amended to read as follows:

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~~ **through Fiscal Year 2027**. 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.

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 \_\_\_\_ day of \_\_\_\_\_, 2025.

VILLAGE OF SUMMIT

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

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

Published and/or posted this \_\_\_\_ day of \_\_\_\_\_ 2025.

VILLAGE OF SUMMIT  
 Payables Report for  
 November 13, 2025 Meeting  
 Prepared by Debbie Michael

**Summary of October, 2025 Payables**

**Paid Check Batches:**

\$ Amount	Description
49,634.67	Mid Month checks
-----	
Total \$ 49,634.67	

**Batches For Payment:**

\$ Amount	Description
150,055.21	October Payables
3,423.99	Credit Card
-----	
Total \$ 153,479.20	

**Total October Payables for Approval: \$ 203,113.87**

Approved by the Summit Village Board on this the 13th day of November, 2025

<b>Engineering</b>	<b>\$</b>	<b>-</b>
Village Billed		
<b>Planning</b>		<b>20,130.00</b>
Planner		13,170.00
Special Project		1,380.00
Billed		5,580.00
<b>Legal</b>	<b>\$</b>	<b>12,960.25</b>
Village		7,923.30
Billed		5,036.95

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ALL Checks

Posted From: 10/11/2025 From Account:  
Thru: 11/07/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
408357	10/16/2025	ABIGAIL OWENS	
		VOID CK 408357 9/13/2024	
		Manual Check	
100-00-52100-312-000		POLICE TRAINING & SUPPLY	-125.96
		8/14 - 8/15 SEXUAL ASSAULT TRNG MILEAGE	
		Total	-125.96
409476	10/16/2025	ABIGAIL OWENS	
		REPL CK 408357 DATED 9/13/2024	
100-00-52100-312-000		POLICE TRAINING & SUPPLY	125.96
		8/14 - 8/15 SEXUAL ASSAULT TRNG MILEAGE	
		Total	125.96
409477	10/16/2025	ACCURATE APPRAISAL LLC	
		MAR 2025	
100-00-51530-290-000		ASSESSOR O/S SERVICES	2,500.00
		MAR 2025 5258	
		Total	2,500.00
409478	10/16/2025	DIVERSIFIED BENEFIT SERVICES INC	
		OCT ADMIN FSA	
100-00-51600-210-000		VILLAGE HALL 3RD PARTY ADMIN	95.00
		OCT ADMIN FSA 457317	
		Total	95.00
409479	10/16/2025	GLOBE LIFE	
		SUPPLEMENTAL INS	
100-00-21530-000-000		INSURANCE PAYABLE	314.24
		SUPPLEMENTAL INS OCT 2025 31354	
		Total	314.24
409480	10/16/2025	MERTON AUTO BODY - OCONOMOWOC	
		REPAIR 2023 FORD - PARKING LOT ACCIDENT	
100-00-52100-260-000		POLICE SQUAD REP & MAINT	4,081.66
		REPAIR 2023 FORD - PARKING LOT ACCIDENT RO # 992000253	
		Total	4,081.66
409481	10/16/2025	OCONOMOWOC SIGN COMPANY LLC	
		ELECTION TRAFFIC SIGNS	
100-00-51440-390-000		ELECTIONS	163.66
		ELECTION TRAFFIC SIGNS 41838	

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ALL Checks

Posted From: 10/11/2025 From Account:  
Thru: 11/07/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
<b>Total</b>			<b>163.66</b>

409482 10/16/2025 SECURIAN FINANCIAL GROUP INC  
056302 LIFE INS

100-00-52100-132-000		POLICE INSURANCE	180.19
056302 LIFE INS		NOV 2025	
100-00-53300-132-000		PUBLIC WORKS INSURANCE	35.98
056302 LIFE INS		NOV 2025	
100-00-51420-132-000		ADMIN C/T INSURANCE	30.89
056302 LIFE INS		NOV 2025	
100-00-51422-132-000		VILLAGE OFFICE INSURANCE	11.88
056302 LIFE INS		NOV 2025	
100-00-13101-000-000		ACCOUNTS RECEIVABLE OTHER	143.28
056302 LIFE INS		NOV 2025	
<b>Total</b>			<b>402.22</b>

WRS SEP 25 10/31/2025 EMPLOYEE TRUST FUNDS - RETIREMENT  
GENERAL

Manual Check

100-00-53300-131-000		PUBLIC WORKS WRS	3,483.27
GENERAL		SEPT 2025	
100-00-51422-131-000		VILLAGE OFFICE WRS	480.18
GENERAL		SEPT 2025	
100-00-52100-131-000		POLICE WRS	573.95
GENERAL		SEPT 2025	
100-00-51420-131-000		ADMIN C/T WRS	1,422.86
GENERAL		SEPT 2025	
100-00-52100-131-000		POLICE WRS	19,874.43
PROTECTIVE W/SS		SEPT 2025	
<b>Total</b>			<b>25,834.69</b>

HLTH INS NOV 10/23/2025 EMPLOYEE TRUST FUNDS - INSURANCE  
EMPLOYEE SHARE HLTH

Manual Check

100-00-21530-000-000		INSURANCE PAYABLE	2,220.43
EMPLOYEE SHARE HLTH		NOV 2025	
100-00-51420-132-000		ADMIN C/T INSURANCE	944.77
HEALTH INS VILLAGE PORTION		NOV 2025	
100-00-52100-132-000		POLICE INSURANCE	9,808.50
HEALTH INS VILLAGE PORTION		NOV 2025	

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Reprint Check Register - Full Report - ALL

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ALL Checks

Posted From: 10/11/2025 From Account:  
Thru: 11/07/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
100-00-53300-132-000		PUBLIC WORKS INSURANCE	3,269.50
		HEALTH INS VILLAGE PORTION	
		NOV 2025	
		Total	16,243.20
		Grand Total	49,634.67

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Dated From: 11/14/2025 From Account:  
Thru: 11/14/2025 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	11/14/2025	10-33 VEHICLE SERVICES LLC	
		SQUAD 617 REPLACE PRINTER USB	
100-00-52100-390-000		POLICE EXPENSE	75.74
		SQUAD 617 REPLACE PRINTER USB 4025	
Total			75.74

	11/14/2025	AB DATA LTD	
		2751 PARCELS TAX BILL POSTAGE	
100-00-51600-290-000		VILLAGE HALL TAX BILLS	1,631.34
		2751 PARCELS TAX BILL POSTAGE 2025 POSTAGE	
Total			1,631.34

	11/14/2025	ACCURATE APPRAISAL LLC	
		NOV 2025	
100-00-51530-290-000		ASSESSOR O/S SERVICES	2,500.00
		NOV 2025 5789	
Total			2,500.00

	11/14/2025	ACE HARDWARE OF OCONOMOWOC	
		FASTENERS TO FIX JCB SHIFTER	
100-00-53300-350-000		PUBLIC WORKS EQUIP MAINT	2.98
		FASTENERS TO FIX JCB SHIFTER 261901	
100-00-53300-350-000		PUBLIC WORKS EQUIP MAINT	5.99
		TRUCK 7 DISC MAGNET PLOW CONTROLLER 262133	
100-00-53300-350-000		PUBLIC WORKS EQUIP MAINT	-5.99
		DISC MAGNET RETURNED I71125	
Total			2.98

	11/14/2025	BURKE TRUCK & EQUIPMENT	
		PARTS FOR PATROL TRUCKS	
100-00-53300-340-000		PUBLIC WORKS ICE & SNOW	2,594.95
		PARTS FOR PATROL TRUCKS INV 2025 01026	
Total			2,594.95

	11/14/2025	CLEAN RITE SUPPLY INC	
		RESTROOM SUPPLIES	
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	97.39
		RESTROOM SUPPLIES 152758	
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	76.94
		FOLDED TOWELS 152755	

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Dated From: 11/14/2025 From Account:  
Thru: 11/14/2025 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
Total			174.33
11/14/2025 COREY OIL LTD			
300 GAL GAS			
100-00-52100-250-000		POLICE FUEL	769.50
		300 GAL GAS	405812
100-00-52100-250-000		POLICE FUEL	791.07
		330.3 GAL GAS	402400
100-00-52100-250-000		POLICE FUEL	1,341.80
		490.6 GAL GAS	409453
Total			2,902.37
11/14/2025 DAN PLAUTZ CLEANING SERVICE, INC.			
OCT CLEANING			
100-00-51600-280-000		VILLAGE HALL CLEANING	780.00
		OCT CLEANING	9186
Total			780.00
11/14/2025 ENGINE POWER			
FUEL FILTERS			
100-00-54910-390-000		CEMETERY EXPENSE	23.95
		FUEL FILTERS	682867
Total			23.95
11/14/2025 G-BROCKS AUTO REPAIR			
BRAKES 2022 FORD EXPLORER			
100-00-52100-260-000		POLICE SQUAD REP & MAINT	754.88
		BRAKES 2022 FORD EXPLORER	157526
100-00-52100-260-000		POLICE SQUAD REP & MAINT	73.50
		MOUNT AND BALANCE USED TIRES	157575
Total			828.38
11/14/2025 GFL ENVIRONMENTAL			
SEPT 2025 2297 HH			
100-00-53620-000-000		GARBAGE & RECYCLING	40,991.82
		SEPT 2025 2297 HH	U70000305278
Total			40,991.82
11/14/2025 ITU ABSORB TECH INC			
COVERALLS			

Dated From: 11/14/2025 From Account:  
 Thru: 11/14/2025 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-53300-390-000		PUBLIC WORKS EXPENSE	5.58
		COVERALLS	8614646
100-00-53300-390-000		PUBLIC WORKS EXPENSE	5.58
		COVERALLS	8622009
100-00-53300-390-000		PUBLIC WORKS EXPENSE	5.58
		COVERALLS	8618382
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	140.31
		MATS/TOWELS	8618382
100-00-53300-390-000		PUBLIC WORKS EXPENSE	5.58
		COVERALLS	8610893
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	18.79
		MATS/TOWELS	8610893
100-00-53300-390-000		PUBLIC WORKS EXPENSE	5.58
		COVERALLS	9625808
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	18.79
		MATS & TOWELS	8625808
<b>Total</b>			<b>205.79</b>
<hr/>			
11/14/2025 J.F. AHERN CO			
SPRINKLER INSPECTIONS			
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	390.00
		SPRINKLER INSPECTIONS	767882
<b>Total</b>			<b>390.00</b>
<hr/>			
11/14/2025 KONTNEY COMPUTER GROUP			
LAPTOP SET UP ON PERSONAL LAPTOP			
100-00-52100-390-000		POLICE EXPENSE	112.50
		LAPTOP SET UP ON PERSONAL LAPTOP	26204
<b>Total</b>			<b>112.50</b>
<hr/>			
11/14/2025 LAKE & COUNTRY TIRE			
SCAG TIRE #2			
100-00-54910-390-000		CEMETERY EXPENSE	20.00
		SCAG TIRE #2	13285
<b>Total</b>			<b>20.00</b>
<hr/>			
11/14/2025 LANGE ENTERPRISES INC			
SIGN REPL 37225 SUNSET DR			

Dated From: 11/14/2025 From Account:  
 Thru: 11/14/2025 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	38.70
		SIGN REPL 37225 SUNSET DR 92895	
Total			38.70

11/14/2025 MID-STATE EQUIPMENT  
 BOLTS, NUTS

100-00-54910-390-000		CEMETERY EXPENSE	149.62
		BOLTS, NUTS D01005	
100-00-55200-390-000		RECREATION EXPENSE	2,156.34
		REBUILD PTO ON MOWER U07491	
Total			2,305.96

11/14/2025 MUNICIPAL LAW & LITIGATION GROUP SC  
 REVIEW AGENDA

240-00-53720-000-000		SUD #3 EXPENSE	95.00
		REVIEW AGENDA 15904	
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	3,749.00
		SEPTEMBER LEGAL 16071	
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	2,504.30
		TRAFFIC SEPT/OCT 16071	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	35.00
		RAVINIA/BOTS 16071	
230-00-53721-000-000		GLUD EXPENSES	60.00
		REVIEW AGENDA 16071	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	100.00
		WILBUR ROAD VACATION 16071	
100-00-51200-210-000		APPEAL BOARD LEGAL	65.00
		ZBA 16071	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	235.50
		LANG CSM 16071	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	2,855.65
		PABST FARMS DEVELOPMENT 16071	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	90.00
		OLES 16071	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	325.20
		LOEPFE CSM 16071	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	349.70
		BARK RIVER CONSERVANCY 16071	

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In Progress Checks - Full Report - Regular  
ALL Checks by Payee  
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Dated From: 11/14/2025 From Account:  
Thru: 11/14/2025 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES LIBBEY LITIGATION 16071	1,390.00
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE COSTCO 16071	95.00
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES PD LITIGATION JANKE 16071	60.00
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE LURVEY - THE GATHERING 16071	691.70
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE PAULEY PRESERVE 16071	169.20
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE SEIPEL SWMA ADDENDUM 16071	90.00
Total			12,960.25

11/14/2025 OCONOMOWOC LANDSCAPE SUPPLY  
STRAW BLANKET

100-00-53300-370-000		PUBLIC WORKS ROAD MAINTENANCE STRAW BLANKET S414806	80.00
100-00-53300-370-000		PUBLIC WORKS ROAD MAINTENANCE STRAW BLANKET & 50LB SEED S414626	410.99
Total			490.99

11/14/2025 PLANNING & ZONING LLC  
SEPT PLANNING

100-00-56301-290-000		VILLAGE PLANNER O/S SERVICES SEPT PLANNING 167	5,820.00
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE ROGERS 169	240.00
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE ESCHWEILER 169	540.00
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE HANKE 169	60.00
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE KUMMROW 169	90.00
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE OLE'S 169	120.00
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE LURVEY THE GATHERING 169	630.00

Dated From: 11/14/2025 From Account:  
 Thru: 11/14/2025 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	300.00
		PABST FARMS DEVELOPMENT 169	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	60.00
		IRWIN CSM 169	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	360.00
		LOEPFE CSM 169	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	60.00
		SCHMIDT LAND DIV 169	
100-00-56302-290-000		PLANNER SPECIAL PROJECTS	990.00
		ZONING CODE LAND USE PROJ SEPT 8.25 HRS 168	
Total			9,270.00

11/14/2025 PLANNING & ZONING LLC

OCT PLANNING

100-00-56301-290-000		VILLAGE PLANNER O/S SERVICES	7,350.00
		OCT PLANNING 182	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	120.00
		ROGERS 184	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	360.00
		ESCHWEILER/BARK RIVER CONS 184	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	660.00
		PABST FARMS DEVELOPMENT 184	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	330.00
		LOEPFE CSM 184	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	120.00
		RYAN BUCK 184	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	30.00
		ANDY FIEBER 184	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	900.00
		SMITH ZBA 184	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	60.00
		KATZ RETAINING WALL 184	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	60.00
		SCHMIDT/BRAZELTON CSM 184	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	120.00
		NELSON SPECIAL EXCEPTION 184	
100-00-56302-290-000		PLANNER SPECIAL PROJECTS	390.00
		ZONING CODE LAND USE PROJ OCT 3.25 HRS 183	

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

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ACCT

Dated From: 11/14/2025 From Account:  
Thru: 11/14/2025 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	360.00
		PABST FARMS DEVELOPMENT PROJECT 187	
Total			10,860.00

11/14/2025 POMP'S TIRE SERVICE INC  
JCB BACKHOE SERVICE

100-00-53300-350-000		PUBLIC WORKS EQUIP MAINT	283.20
		JCB BACKHOE SERVICE 60380887	
Total			283.20

11/14/2025 PROHEALTH CARE  
BLOOD DRAW

100-00-52100-390-000		POLICE EXPENSE	39.39
		BLOOD DRAW 10007980714	
100-00-52100-390-000		POLICE EXPENSE	39.39
		LEGAL LAB DRAW 10008165719	
Total			78.78

11/14/2025 R&R INSURANCE SERVICES INC  
WORK COMP INS

100-00-51931-000-000		WORK COMP	15,086.00
		WORK COMP INS 3287748	
100-00-51930-000-000		PROP & LIAB INS	17,533.00
		LWMMI INCL CYBER & CRIME INS 3287749	
Total			32,619.00

11/14/2025 SECURIAN LIFE INSURANCE COMPANY  
ACCIDENT INS

100-00-21530-000-000		INSURANCE PAYABLE	17.90
		ACCIDENT INS 76038 NOV 2025	
Total			17.90

11/14/2025 SERWE IMPLEMENT  
DPW EQUIPMENT

100-00-53300-350-000		PUBLIC WORKS EQUIP MAINT	374.42
		DPW EQUIPMENT 12206	
Total			374.42

11/14/2025 STANDARD INSURANCE COMPANY RC  
STD LTD INS

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ALL Checks by Payee  
BANK 59

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ACCT

Dated From: 11/14/2025 From Account:  
Thru: 11/14/2025 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-52100-132-000		POLICE INSURANCE	766.93
		STD LTD INS	
	NOV 2025		
100-00-53300-132-000		PUBLIC WORKS INSURANCE	242.25
		LTD STD INS	
	NOV 2025		
100-00-51422-132-000		VILLAGE OFFICE INSURANCE	31.93
		STD LTD INS	
	NOV 2025		
100-00-51420-132-000		ADMIN C/T INSURANCE	83.49
		STD LTD INS	
	NOV 2025		
100-00-52100-132-000		POLICE INSURANCE	-36.47
		STD LTD ELLIS ADJUSTMENT	
	OCT 2025 ADJ		
Total			1,088.13

11/14/2025 STREICHER'S  
WRAALSTAD

100-00-52100-313-000		POLICE CLOTHING ALLOW	371.96
		WRAALSTAD	
	I1789370		
100-00-52100-312-000		POLICE TRAINING & SUPPLY	467.97
		LIPOVSEK HOLSTERS	
	I1789503		
100-00-52100-313-000		POLICE CLOTHING ALLOW	321.97
		BEST BOOTS, GLOVES	
	I1788341		
100-00-52100-312-000		POLICE TRAINING & SUPPLY	467.97
		LIPOVSEK HOLSTER	
	I1789579		
Total			1,629.87

11/14/2025 TOP PACK DEFENSE  
BUTINA PANTS, SHIRTS, PATCH, CASE, GLOVE

100-00-52100-313-000		POLICE CLOTHING ALLOW	722.82
		BUTINA PANTS, SHIRTS, PATCH, CASE, GLOVE 17348	
Total			722.82

11/14/2025 VILLAGE OF DOUSMAN  
CITATIONS SEPT 2025

100-00-45100-000-000		TRAFFIC FINES & FORFEITURE	1,074.00
		CITATIONS SEPT 2025	
	SEPT 2025		
Total			1,074.00

11/14/2025 WAUKESHA COUNTY TECHNICAL COLLEGE  
PETERS/SEHRBROCK TRAINING

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ALL Checks by Payee  
BANK 59

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Dated From: 11/14/2025 From Account:  
Thru: 11/14/2025 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-52100-312-000		POLICE TRAINING & SUPPLY	71.07
		PETERS/SEHRBROCK TRAINING	50874800
100-00-52100-312-000		POLICE TRAINING & SUPPLY	213.42
		NEUMANN/OWENS TRAINING	50876522Q
Total			284.49

11/14/2025 WAUKESHA COUNTY TREASURER  
PATROL TRUCKS MAINTENANCE/REPAIR

100-00-53300-350-000		PUBLIC WORKS EQUIP MAINT	5,098.39
		PATROL TRUCKS MAINTENANCE/REPAIR	CINV2025-01774
100-00-52100-390-000		POLICE EXPENSE	218.89
		SEPT 2025 PRISONER HOUSING 7	CINV2025-01685
Total			5,317.28

11/14/2025 WI DEPT OF JUSTICE - TIME  
QUARTERLY TIME ACCESS

100-00-52100-270-000		POLICE DISPATCH & RADIO	358.50
		QUARTERLY TIME ACCESS	455TIME-0000018950
Total			358.50

11/14/2025 WISCONSIN PROFESSIONAL POLICE ASSOCIATION INC  
NOV 2025 UNION PAC 8

100-00-21550-000-000		UNION DUES	0.80
		NOV 2025 UNION PAC 8	25674
100-00-21550-000-000		UNION DUES	364.80
		NOV 2025 UNION LEER 8	26333
100-00-21550-000-000		UNION DUES	48.00
		NOV 2025 UNION ELPP 8	120704E
Total			413.60

11/14/2025 WM CORPORATE SERVICES, INC  
DUMPSTER PARK

100-00-55200-390-000		RECREATION EXPENSE	175.63
		DUMPSTER PARK	0021531-1704-5
Total			175.63

11/14/2025 WOLF PAVING CO INC  
TACK 5 GAL 6 UNITS

100-00-53300-370-000		PUBLIC WORKS ROAD MAINTENANCE	300.00
		TACK 5 GAL 6 UNITS	53276

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ALL Checks by Payee  
BANK 59

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ACCT

Dated From: 11/14/2025 From Account:  
Thru: 11/14/2025 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-53300-370-000		PUBLIC WORKS ROAD MAINTENANCE	2,083.73
		GRADE 5 ASPHALT 30.09 TONS	53371
400-00-57400-000-000		CAPITAL PURCHASE	14,073.81
		2024 ANNUAL ROAD PAVING RETAINAGE	PAYMENT 4
		Total	16,457.54
		Grand Total	150,055.21

Account Number:  
 Unique ID: XXXX XXXX XXXX  
 Village Of Summit  
 Statement Date: 10-27-2025



**Corporate Account Summary**

Previous Balance	\$1,688.38
Purchases and Other Charges	\$3,423.99
Cash Advances	\$0.00
Cash Advance Fees	\$0.00
Late Payment Charges	\$0.00
Credits	\$0.00 CR
Payments	\$1,688.38 PY

**New Balance** **\$3,423.99**

Disputed Amount \$0.00

**Payment Information**

Amount Due \$3,423.99

**Payment due in accordance with your agreement with U.S. Bank.**

QUESTIONS OR TO REPORT A LOST OR STOLEN CARD,  
 CALL CUSTOMER SERVICE: 1-800-344-5696

To overnight or courier a payment, please send to:  
 Corporate Payment Systems  
 3180 Rider Trail S, Department 790428  
 Earth City, MO 63045-1518

**Corporate Account Activity**

Village Of Summit  
 Account Number:  
 Unique ID: XXXX XXXX XXXX 2094

Total Corporate Activity  
 \$1,688.38 CR

Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-15	10-15		AUTO PAYMENT DEDUCTION	1,688.38 CR

**New Activity**

Michael J Hartert	Purchases	\$1,181.97	<b>Total Activity</b>	<b>\$1,181.97</b>
Account Number: 4485 5902 0027 0813	Cash Advances	\$0.00		
Unique ID: XXXX XXXX XXXX 7520	Cash Advances Fees	\$0.00		
	Credits	\$0.00 CR		

Post Date	Tran Date	Reference Number	Transaction Description	Amount
09-30	09-29	24027625272067077902131	LAKECOUNTRY 262-434-7137 WI	200.00 52100-260
10-06	10-05	24692165278103954049822	AMAZON.COM*NV7KM0HQ1 AMZN.COM/BILL WA	60.97 52100-313
10-09	10-08	24323005282219068019714	STREICHER'S MO CLOVER.COM MN	101.98 52100-312
10-09	10-08	24692165281106449009777	AMAZON MKTPL*NF3RH2590 AMZN.COM/BILL WA	22.84 52100-390
10-10	10-10	24692165283107955796532	AMAZON.COM*NF4Y17MU1 AMZN.COM/BILL WA	31.45 52100-390
10-10	10-10	24692165283107960364318	AMAZON MKTPL*NF2S35FF2 AMZN.COM/BILL WA	66.73 52100-390
10-20	10-16	24207855290168901375321	WISCONSIN POLICE LEADERSH 920-9673500 WI	300.00 52100-312

(transactions continued on next page)

Payment may be made electronically or by check made payable to Corporate Payment Systems.

CORPORATE PAYMENT SYSTEMS  
 P.O. BOX 6343  
 FARGO, ND 58125-6343

Account Number:  
 Unique ID: XXXX XXXX XXXX  
 Amount Due: \$3,423.99

Amount Enclosed \$

If paying by check, include coupon with payment to address below.

CORPORATE PAYMENT SYSTEMS  
 P.O. BOX 790428  
 ST. LOUIS, MO 63179-0428

000073155 TUSB05DD102825128610 01 01000000 023014 002



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



00073155 74894 0001-0002 DUSB05DD102825128610 00 L 00023014 STNDSOME

00

Account Number:   
Unique ID: Y

Statement Date: 10-27-2025

00073155 74994 0001-0002 DUS808DD102825128616 00 L 00023014 STINDSONME

New Activity cont						
10-21	10-20	24116415294522030506595	AURORA PATIENT PAYMENT 888-863-5502 WI	52100-390	100.00	
10-24	10-24	24011345297100022795864	MSFT * E0400XJPF9 MICROSOFT.COM WA	52100-390	128.00	
10-24	10-22	24325455296900015718289	KALAHARI RESORT - WI WISCONSIN DEL WI	52100-312	109.00	
			R090C2 ARRIVAL: 10-22-25			
10-24	10-23	24755425297162978980221	PHMG OCC HEALTH 866-4327855 WI	52100-390	61.00	

Dept Of Public Works	Purchases	\$558.86	<b>Total Activity</b>	<b>\$558.86</b>
Account Number: 4	Cash Advances	\$0.00		
Unique ID: XXXX XXXX	Cash Advances Fees	\$0.00		
	Credits	\$0.00 CR		

Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-06	10-03	24492165277100020641866	NEOGOV NEOGOV.COM CA	199.00
10-13	10-10	24941665283220115475299	FLEET FARM 5000 OCONOMOWOC WI	9.86
10-23	10-22	24064665295100086438699	AMERICAN PUBLIC WORKS WISCONSIN.APW WI	350.00

Village Of Summit	Purchases	\$1,287.25	<b>Total Activity</b>	<b>\$1,287.25</b>
Account Number: 4	Cash Advances	\$0.00		
Unique ID: XXXX	Cash Advances Fees	\$0.00		
	Credits	\$0.00 CR		

Post Date	Tran Date	Reference Number	Transaction Description	Amount
09-30	09-29	24088665272239684493083	2PITNEY BOWES LEASING 844-2566444 CT	170.43
10-01	10-01	24011345274100026592926	MSFT * E0800XKQNO MICROSOFT.COM WA	160.00
10-06	10-05	24692165278103446813256	VZWRLSS*APOCC VISB 800-922-0204 FL	190.05
10-08	10-07	24692165280105359708486	SPECTRUM 855-707-7328 MO	136.77
10-08	10-07	24692165280105359712140	SPECTRUM 855-707-7328 MO	80.00
10-08	10-07	24692165280105359725936	SPECTRUM 855-707-7328 MO	550.00

Brian M Wraalstad	Purchases	\$395.91	<b>Total Activity</b>	<b>\$395.91</b>
Account Number:	Cash Advances	\$0.00		
Unique ID: XXXX XXXX	Cash Advances Fees	\$0.00		
	Credits	\$0.00 CR		

Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-15	10-14	24011345288100030758756	SP SAFARILAND SAFARILAND.CO FL	90.91
10-20	10-16	24207855290168901375347	WISCONSIN POLICE LEADERSH 920-9673500 WI	305.00

(transactions continued on next page)





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 21, 2025

Re: Designation of Donated Funds

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**BACKGROUND:** The ORBIS Corporation, a subsidiary of Menasha Corporation, has donated \$750 to the Police Department. We typically designate this donation for training and Community Outreach. I would request that these funds be placed in the Community Outreach Account for those purposes.

**ATTACHMENTS:** None.

**FISCAL IMPACT:** None.

**RECOMMENDED:** Motion to approve the designation of the \$750 donation from ORBIS to the Community Outreach Account for officer training and community outreach.

# CONSENT AGENDA



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: Chief Michael Hartert

Date: October 31, 2025

Re: Dousman Agreement for Police Services

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**BACKGROUND:** The Village of Dousman entered into a contract with the Village of Summit to provide police services to their jurisdiction. The current contract was approved by both Village Boards in 2020 and remains in effect until 2027. Each year the fee charged to Dousman for this service is reviewed and modified.

For the year 2026, we requested a 6.5% increase. The Dousman Village Board met and determined that they were only able to afford a 5% increase. Per the contract, if an agreement cannot be reached, the default is the Consumer Price Index (CPI-U) in May. That figure was 2.4%.

**ATTACHMENTS:** Contract.

**FISCAL IMPACT:** The contract cost will increase by 5%, to \$487,898 (increase of \$23,233).

**RECOMMENDED:** Motion to approve the 2026 Police Services contract with the Village of Dousman.

**AGREEMENT FOR THE PROVISION OF  
POLICE SERVICES FROM THE VILLAGE OF SUMMIT  
TO THE VILLAGE OF DOUSMAN**

WHEREAS, Section 61.65, Wisconsin Statutes provides that a village may, if it has a population of less than 5,000 people, provide police service; and

WHEREAS, the Village of Dousman (Dousman) is a municipal corporate entity with a population of less than 5,000 people which has contracted with the Village of Summit to provide this police service from November, 2011; and

WHEREAS, the Village of Summit (Summit) is immediately adjacent to Dousman and it operates a police department with coverage 24 hours a day, seven days a week; and

WHEREAS, Dousman and Summit have entered into other agreements for the provision of services and the establishment of permanent boundaries; and

WHEREAS, Summit is willing and able to continue to provide police protection service in Dousman.

NOW THEREFORE, the Village of Dousman and the Village of Summit hereby agree as follows:

**I. SCOPE OF POLICE SERVICE**

Summit shall provide police service within the corporate boundaries of the Dousman 24 hours a day, 7 days a week, 365 days per year.

Staffing:

1. A police officer shall be on patrol within Dousman's corporate boundaries an average of 10 hours per day and will be the first responder to all dispatched events in Dousman. The Village of Summit Police Chief will ensure adequate police presence in the Village of Dousman.
2. The Summit Police Chief shall have the discretion as to the assignment of personnel and the hours in which the officer(s) shall be on patrol within Dousman's corporate boundaries in fulfillment of the 10-hour per day (average) service.
3. The following specific services shall be provided by Summit, subject to reasonable discretion of the Chief:
  - a. Summit shall provide support services to any and all Neighborhood Watch programs within Dousman.
  - b. Summit shall routinely patrol the Dousman business district by foot, engage in public relations with business owners and use reasonable efforts to ascertain business key holders, alarm and after hour contact information.
  - c. Summit shall provide business door checks during non-business hours.
  - d. Summit shall provide patrol services at Dousman schools during morning and afternoon drop off/pick up times.
  - e. During Dousman civic events, at the request of Dousman, and subject to availability, Summit shall schedule multiple officers to fulfill its service obligations. By way of example, Dousman may request and Summit may provide 2 officers during the same 8 hour time period, which would meet the average service obligation.
  - f. The Chief or designee will generally have office hours and be available to Dousman citizens at the Summit Village Hall. Special appointments may be arranged for meetings at the Dousman Village Hall.

- g. The Chief or designee will appear monthly at Village Board meetings to report to the Village Board.
- h. The Village of Dousman President, Village of Summit President and the Village of Summit Police Chief agree to meet annually to review services.
- i. Detective services will be provided as needed per the direction of the Chief.

## **II. EQUIPMENT**

The Village of Summit shall use only equipment and vehicles owned by the Village of Summit when providing police services to the Village of Dousman. The Village of Dousman claims no interest in the equipment or vehicles owned by the Village of Summit to provide police services to the Village of Dousman.

## **III. AGREEMENT TERMS**

### **A. Duration.**

This agreement shall run for six years commencing on January 1, 2021. A new contract for police services may be entered into by the parties at any time prior to or upon the expiration of this Agreement.

### **B. Compensation.**

1. Dousman shall pay Summit the amount of \$487,898 by February 15, 2026, for the 2026 year of service under this Agreement.
2. Village of Summit will provide a written proposal for each following year by July 1<sup>st</sup>.
3. If an agreement on cost to the Village of Dousman cannot be reached by October 1<sup>st</sup>, the cost for service in the following year will increase at the rate of the Consumer Price Index for all Urban Consumers (CPI-U) before seasonal adjustments published by the U.S. Department of Labor, Bureau of Labor Statistics, in May for the previous 12 months or 2%– whichever is larger.

#### **IV. ASSETS AND LIABILITIES**

There shall be no division of Dousman's assets or liabilities with Summit and Summit shall not pay for any asset or liability except as provided below.

- A. In the circumstance where the Village of Summit would receive Asset Forfeiture monies (regardless of the jurisdiction in which the seizure occurred) as a result of the Detective's work with the Waukesha County Metro Drug Unit, the following formula will be used to determine the amount to share with the Village of Dousman:

Divide the Dousman contract amount by the total Summit police budget, including Capital expenses, for the year in which the asset forfeiture monies are received. The Village of Dousman would receive that percentage of the asset forfeiture.

The payment to Dousman of their share of any forfeiture would be made immediately after the Village of Summit receives the funds.

#### **V. ADDITIONAL SERVICE REQUEST**

Dousman may request additional police services in writing to the Village of Summit. Summit shall consult with its police chief and other employees and officials and may present a written proposal to Dousman that includes the cost for those services. Should Dousman accept the proposed additions or changes and their cost, Dousman shall sign the same and return one original to Summit and keep one original for itself. Such proposal shall then become an amendment to this Agreement as if incorporated herein.

#### **VI. 911 SERVICES**

Dousman and Summit are both parties to the Waukesha County 911 service and this Agreement makes no changes to the use of the County's 911-service and dispatch system, which provides 911 service to both communities.

## **VII. DOUSMAN ORDINANCES**

Summit will enforce all Dousman local ordinances. The municipal attorney designated by Dousman will handle the prosecution of those matters in any proceedings. All fines and forfeitures for those offenses that are violations of Dousman municipal ordinances will be turned over to Dousman.

## **VII. MISCELLANEOUS**

- A. The terms of this Agreement are binding on the parties and their successors.
  
- B. Insurance. Dousman shall name Summit as an additional insured on its general liability coverage to protect risks assumed under this Agreement. The insurance shall be an occurrence basis policy and shall be continuously in force and in effect during the term of this Agreement. The insurance shall at all times be evidenced by delivery to Summit of a current certificate of insurance requiring 30 days notice of cancellation or non-renewal. Such insurance shall provide coverage limits in the amount of \$2,000,000.00 per occurrence and \$5,000,000.00 in the aggregate.
  
- C. Independent Contractor. Summit, its agents and employees, is an independent contractor and shall have complete control over its employees in the method of performing its work under this agreement. Summit shall be responsible for all costs associated with the employing officers to provide coverage in Dousman, including, but not limited to, salary or wages, training, workman's compensation insurance, insurance, retirement, payroll taxes and other benefits.

D. Indemnification. As Summit is an independent contract, each party shall be responsible for its own acts or omissions and neither Summit nor Dousman will be obligated to defend or indemnify the other for any claim, loss or liability that results from the other's acts or omissions. Nothing in this paragraph is intended to preclude or foreclose the right of either party to bring a cross claim or third party claim against the other for contribution as a joint tortfeasor.

E. Severability. If any clause, provision, or section of this Agreement is declared to be 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.

VILLAGE OF DOUSMAN

VILLAGE OF SUMMIT

Dated this \_\_\_ day of \_\_\_\_\_, 2025

Dated this \_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Cindy Queen, President

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

Attest:

Attest:

\_\_\_\_\_  
John Roth, Administrator/Clerk

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



Chief Michael Hartert  
[mhartert@summitpdwi.gov](mailto:mhartert@summitpdwi.gov)  
Phone: 262-567-1134  
Fax: 262-468-4976

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Summit Police Department • 37100 Delafield Road • Summit, WI 53066

November 7, 2025

Village of Summit Trustees  
37100 Delafield Road  
Summit, WI 53066

Gentlemen,

Earlier this year I informally informed you of my intention to retire in April of 2026. Since then, I've met with the Police Commission in order to craft an appropriate succession plan. Since those plans seem to be forecasting a smooth transition, I think it's appropriate to tender my written letter of intent.

It is my intention to retire on April 30, 2026. I will be continuing to work with the Command Staff to ensure that expectations of this position are understood and are able to be delivered.

A formal letter will be forthcoming closer to the anticipated retirement date in conformity with the Employee Handbook.

Respectfully submitted,

Michael Hartert  
Chief of Police



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: Amy Barrows, Planner

Date: November 13, 2025

Re: **Bark River Crossing – Final Plat & Related Documents  
South Side of Genesee Lake Road (SUMT0678996)**

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**BACKGROUND:**

See 10/16/2025 Plan Commission Staff Report. At the October 16, 2025 meeting, Plan Commission unanimously recommended approval of the proposed Final Plat and related documents subject to the conditions provided in the recommended motion of this report. Following the Plan Commission meeting, the applicant submitted a revised signage plan addressing Plan Commission's concern that the original design was too large. The applicant is also proposing to enlarge Outlot 2 so that it is 66 ft. wide rather than 60 ft. wide and transfer the outlot to the adjacent property to the south. The outlot would be limited to green space unless a public road is constructed.

In addition to the Final Plat, the Developer is looking for approval of the Declaration of Restrictions, Open Space Management Plan, and Conservancy Easement. The Deed Restrictions and Open Space Management Plan are included in the packet. The applicant will provide a copy of the Conservancy Easement at the meeting. The County Trail Easement is pending by the County. All documents are pending staff review.

The Village Engineer approved the Civil Plans prepared by Ellena Engineering Consultants, revised on July 24, 2025 (stated as July 25, 2025 on permit). The Village Engineer approved the Storm Water Management Plans prepared by Ellena Engineering Consultants, revised on July 24, 2025. A Stormwater Maintenance Agreement was reviewed and approved by the Village Board on September 11, 2025.

A Permit to Excavate, Construct, Maintain, or Repair Facilities in the Public Right-of-Way was issued on August 26, 2025 for the construction of an intersection with Genesee Lake Road to include accel/decel lanes and a tracking pad.

A financial guarantee was approved by Engineering Staff and the Village Board on August 12, 2025.

A Developer's Agreement was approved by the Village Board on August 12, 2025.

ATTACHMENTS:        10/16/2025 Plan Commission report  
                              Final Plat (Revised September 17, 2025)  
                              Surveyor review letter dated 10/14/2025  
                              Waukesha County Letter of No Objection  
                              Storm Water/Erosion Control Permit No. 2025-08  
                              Village of Summit Right-Of-Way Permit No. 2025-44  
                              WDNR NOI dated 7/2/2025 (WPDES GP No. WI-S067831-06)  
                              Ordinance No. 143-2025 - Rezone  
                              Landscape Plan dated 7/7/2025  
                              Signage Plan dated 10/20/2025  
                              Declaration of Restrictions Draft 9/5/2025  
                              Open Space Management Plan Draft 9/26/2025  
                              Proposed Outlot 2 Transfer and Restriction

FISCAL IMPACT:        The Village will need to maintain the newly constructed public road.  
                              Additional tax revenue will be provided for each new residence  
                              constructed. Village emergency services will also be provided to the area  
                              of development.

**RECOMMENDED MOTION:**

Approve the Final Plat, subject to the following conditions:

- A. APPROVALS FROM ALL OBJECTING AND APPROVING BODIES:** Petitioner shall satisfy all comments, conditions and concerns of the Village Engineer, Surveyor, and Planner, and all other objecting and approval authorities.
  
- B. APPROVALS OF SUPPORTING DOCUMENTATION FROM VILLAGE STAFF:** The Stormwater Maintenance Agreement, Financial Guarantee amount and method, Declaration of Restrictions, Open Space Management Plan, Conservation Easement, and County Trail Easement documents shall be reviewed and approved by Village Staff. *The applicant has already received approval of the Stormwater Maintenance Agreement and Financial Guarantee amount and method. The Developer's Agreement has also been approved by Village Board and recorded.*
  
- C. SUBJECT TO REIMBURSEMENT OF EXPENSES.** As a condition precedent to this Final Plat approval, the Petitioner shall pay all fees, costs, and assessments due and owing to the Village of Summit, and for reimbursement of any expenses, costs and disbursements which have been incurred by the Village of Summit in the drafting, review or enforcement of this final plat approval, including without limitation by reason of enumeration, design, engineering, inspection and legal work.
  
- D. ONE YEAR TO SATISFY CONDITIONS.** Subject to the Petitioner satisfying all of the

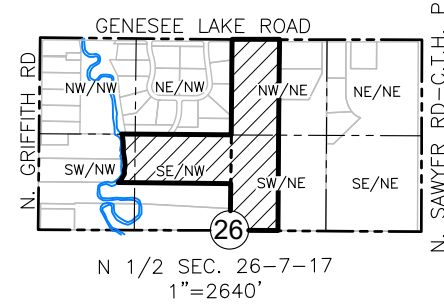
aforementioned conditions and recording the plat within one year of the Village Board granting conditional approval of the final plat.

- E. REZONING.** All conditions of Ordinance No. 143-2025 that conditionally rezoned the property from the A-1 Agricultural District to the R-1 Estate Residential District – Conservation Development shall be met.
- F. SIGNAGE.** The sign shall be reduced in size by two timbers on each end with subtle uplighting allowed. *The condition has been addressed.*
- G. OUTLOT 2 OWNERSHIP.** Ownership to be approved as determined by staff.

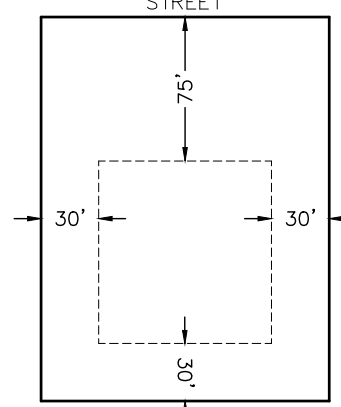
**BARK RIVER CONSERVANCY**

UNPLATTED LANDS BEING PART OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

**VICINITY MAP**



**BUILDING SETBACK DETAIL**



STREET SETBACK = 75'  
SIDE YARD SETBACK = 30'  
REAR SETBACK = 30'

LOT#K	SHGW/ELEV*	LOWEST BSMT ELEV (SHGW+1)	MIN BSMT ELEV PER MG#(9)	MIN Y/ELEV
1	868.5	869.5	871.5	879.5
2	868.5	869.5	871.5	879.5
3	867.0	868.0	871.5	879.5
4	868.7	869.7	871.7	879.7
5	868.5	869.5	871.5	879.5
6	868.0	869.0	871.5	879.5
7	869.0	870.0	872.0	880.0
8	868.4	869.4	871.5	879.5
9	867.7	868.7	871.6	879.6
10	868.8	869.8	872.0	880.0
11	867.4	868.4	871.5	879.5
12	867.0	868.0	871.5	879.5
13	867.0	868.0	872.0	880.0
14	866.5	867.5	871.5	879.5
15	869.0	870.0	872.0	880.0
16	868.8	869.8	872.0	880.0
17	868.8	869.8	872.0	880.0
18	867.0	868.0	872.0	880.0
19	867.8	868.8	872.0	880.0

\* SHGW/ELEV DETERMINED FROM AVAILABLE TESTING BY GILES ENGINEERING STUDIES BY GEO-TECHNOLOGY INC. DATED OCTOBER 18, 2024. THE REPORT HAS BEEN SUBMITTED TO THE VILLAGE ENGINEER.

**NOTES:**

- EACH INDIVIDUAL LOT OWNER SHALL HAVE AN UNDIVIDED FRACTIONAL OWNERSHIP IN OUTLOT NO. 1, 2, 3, 4, AND 5. VILLAGE OF SUMMIT SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL CHARGES IN THE EVENT THEY BECOME THE OWNER OF ANY LOT OR OUTLOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY. OUTLOT 3 & 4 SHALL BE USED FOR STORM WATER MANAGEMENT FACILITIES.
- THIS DEVELOPMENT WILL BE SERVED BY PRIVATE WELLS AND SEPTIC SYSTEMS.
- ANY LANDS BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.
- FLOODPLAIN IS PER FEMA FIRM MAP No. 55133C0162H, MAP REVISED NOVEMBER 5, 2014.
- THE O.H.W.M. (ORDINARY HIGH WATER MARK) WAS ESTABLISHED BY THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND FIELD LOCATED BY LANDTECH SURVEYING.
- ALL OF OUTLOT 1 AND PART OF OUTLOT 4 SHALL BE PLACED IN A CONSERVATION EASEMENT. DETAILS AND RESTRICTIONS BY SEPARATE DOCUMENT.
- ALL LANDS WITHIN AREAS LABELED "WELL SETBACK" ARE RESTRICTED FROM THE PLACEMENT OF ANY WELL DUE TO POTENTIAL RISK OF CONTAMINATION IN ACCORDANCE WITH THE STORM WATER ORDINANCE AND WISCONSIN ADMINISTRATIVE CODES.
- THE VILLAGE OF SUMMIT SHORELAND JURISDICTIONAL LIMIT IS 300 FEET FROM THE O.H.W.M. OR THE LANDWARD SIDE OF THE FLOODPLAIN, WHICHEVER IS GREATER.

**BASEMENT RESTRICTION - GROUNDWATER**

ALTHOUGH ALL LOTS IN THE SUBDIVISION HAVE BEEN REVIEWED AND APPROVED FOR DEVELOPMENT WITH SINGLE-FAMILY RESIDENTIAL USE IN ACCORDANCE WITH SECTION 236 WISCONSIN STATUTES, SOME LOTS CONTAIN SOIL CONDITIONS THAT, DUE TO THE POSSIBLE PRESENCE OF GROUNDWATER NEAR THE SURFACE, MAY REQUIRE ADDITIONAL SOIL ENGINEERING AND FOUNDATION DESIGN WITH REGARD TO BASEMENT CONSTRUCTION. IT IS RECOMMENDED THAT A LICENSED PROFESSIONAL ENGINEER DESIGN A BASEMENT AND FOUNDATION THAT WILL BE SUITABLE TO WITHSTAND THE VARIOUS PROBLEMS ASSOCIATED WITH SATURATED SOIL CONDITIONS ON BASEMENT WALLS OR FLOORS OR THAT OTHER SPECIAL MEASURES BE TAKEN. SOIL CONDITIONS SHOULD BE SUBJECT TO EACH OWNER'S SPECIAL INVESTIGATION PRIOR TO CONSTRUCTION AND NO SPECIFIC REPRESENTATION IS MADE HEREIN.

UNPLATTED LANDS  
MARIAN G WEBER LIVING TRUST

O.H.W.M. DELINEATED BY  
WI DNR, AND FIELD LOCATED  
BY LANDTECH SURVEYING  
04/07/2025

UNPLATTED LANDS  
M. GORAL

WETLANDS DELINEATED BY  
SEWRPC ON 10-03-2023

N 32°26'30" E  
115.42'

FLOODPLAIN PER  
FEMA FIRMETTE  
ELEV: 867.7

**LEGEND**

- SECTION CORNER MONUMENT FOUND 3/4 REBAR\* OR NOTED FOUND 1" IRON PIPE OR NOTED SET 0.75" O.D. X 18" REBAR WEIGHING 1.502 LBS./FT.
- WETLAND
- CONSERVATION EASEMENT
- FLOODPLAIN P.E.C.
- RECORD DIMENSION

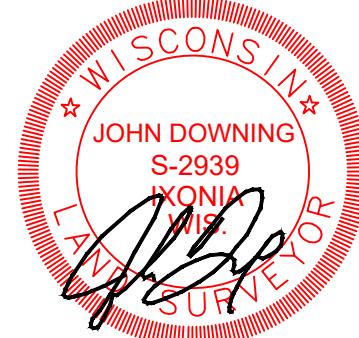
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_

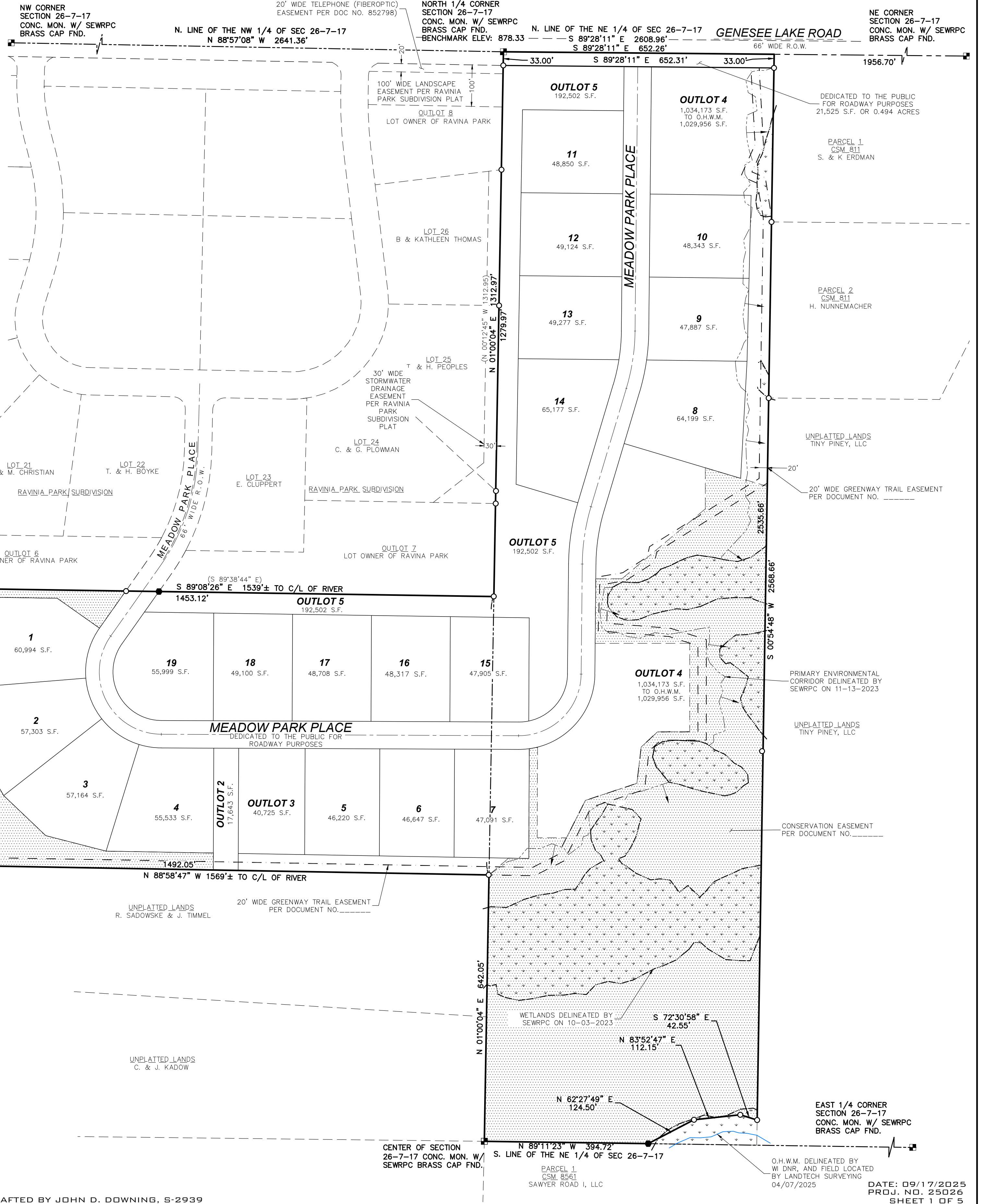
Department of Administration



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



THIS INSTRUMENT WAS DRAFTED BY JOHN D. DOWNING, S-2939



**BARK RIVER CONSERVANCY**

UNPLATTED LANDS BEING PART OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

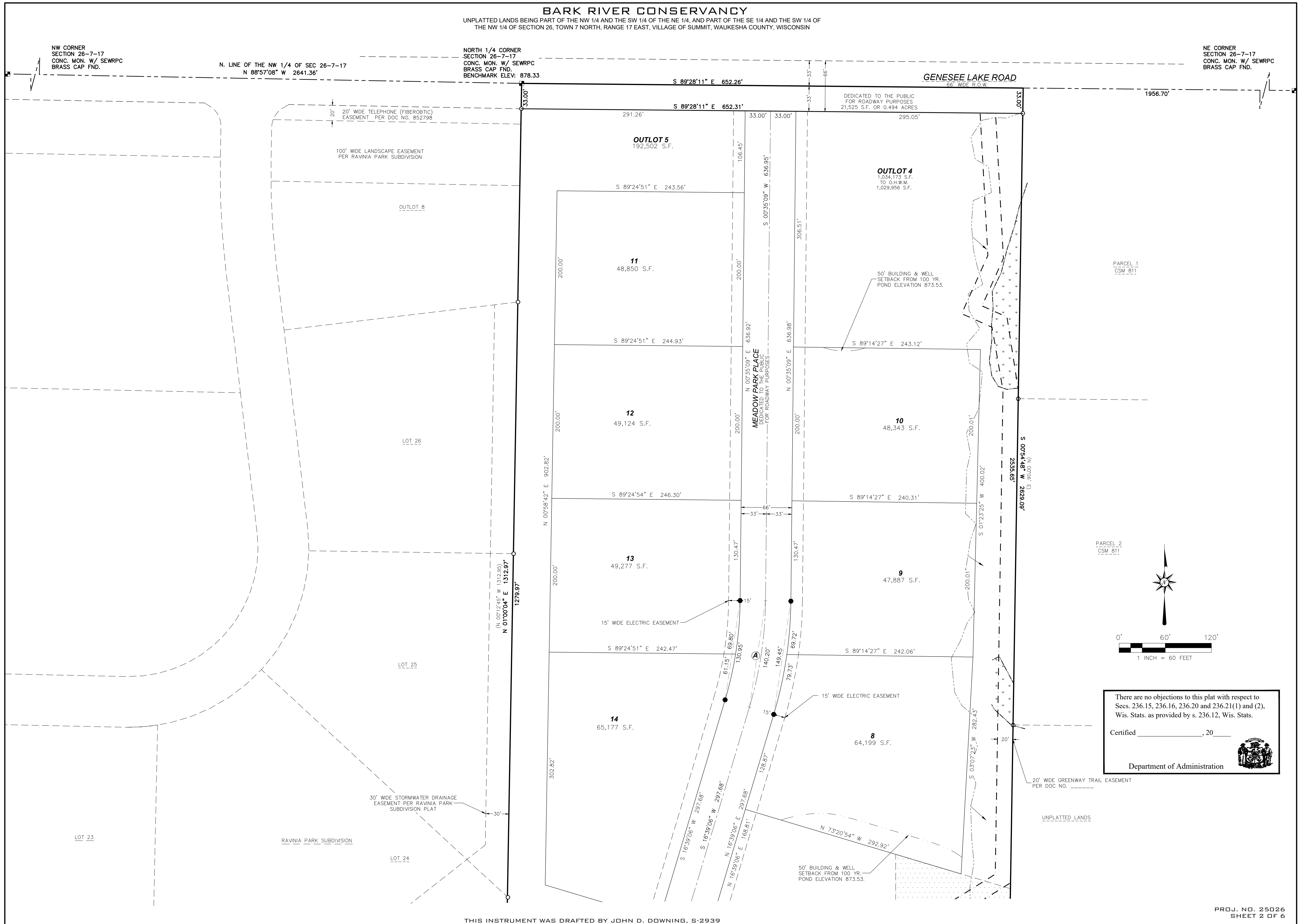
NW CORNER SECTION 26-7-17 CONC. MON. W/ SEWRPC BRASS CAP FND.

N. LINE OF THE NW 1/4 OF SEC 26-7-17 N 88°57'08" W 2641.36'

NORTH 1/4 CORNER SECTION 26-7-17 CONC. MON. W/ SEWRPC BRASS CAP FND. BENCHMARK ELEV: 878.33

NE CORNER SECTION 26-7-17 CONC. MON. W/ SEWRPC BRASS CAP FND.

GENESEE LAKE ROAD 66' WIDE R.O.W.



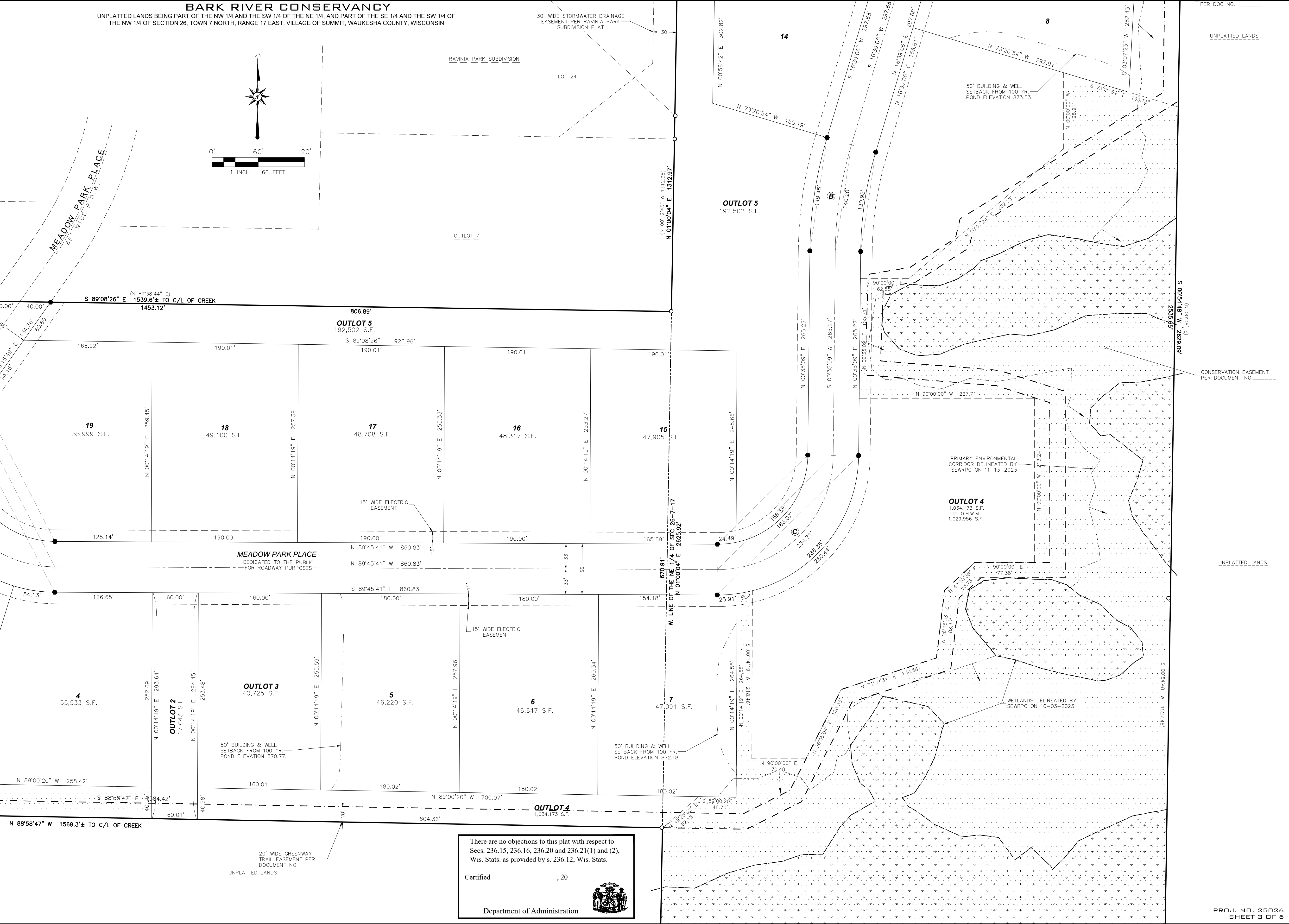
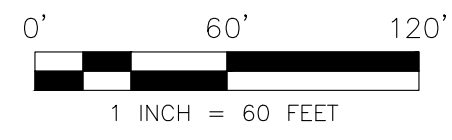
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Certified \_\_\_\_\_, 20\_\_

Department of Administration


**BARK RIVER CONSERVANCY**

UNPLATTED LANDS BEING PART OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN



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Certified \_\_\_\_\_, 20\_\_\_\_

Department of Administration 

PER DOC NO. \_\_\_\_\_

UNPLATTED LANDS

UNPLATTED LANDS

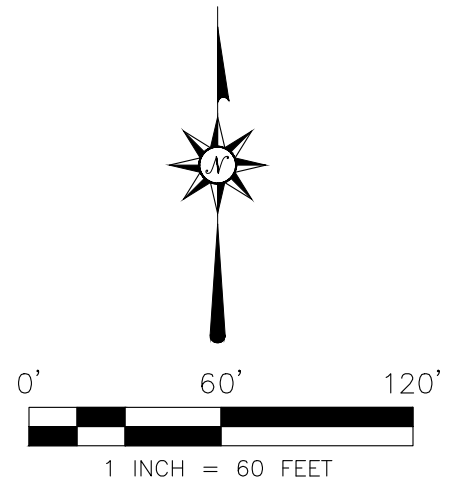
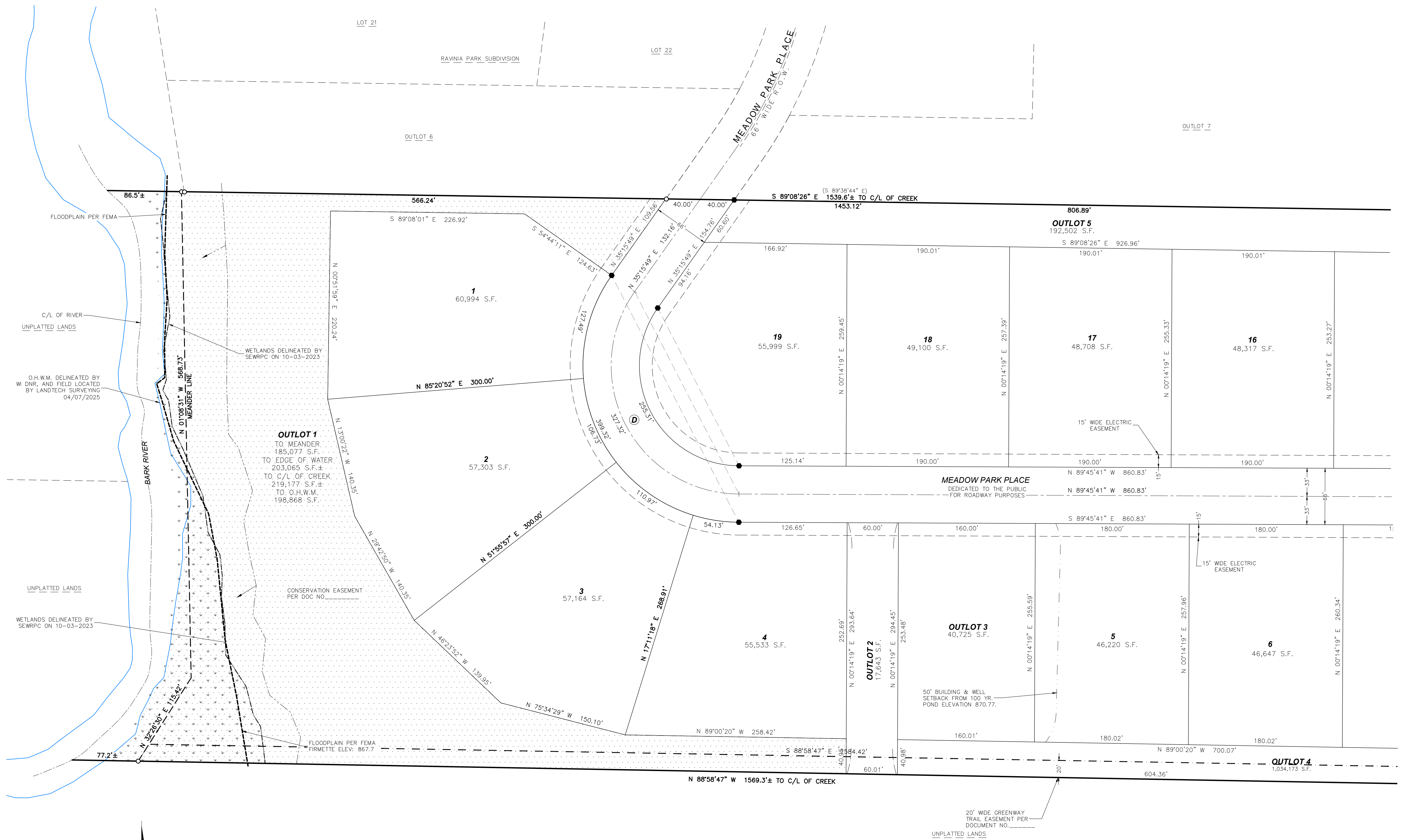
UNPLATTED LANDS

UNPLATTED LANDS

PROJ. NO. 25026  
SHEET 3 OF 6


# BARK RIVER CONSERVANCY

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Certified \_\_\_\_\_, 20\_\_\_\_

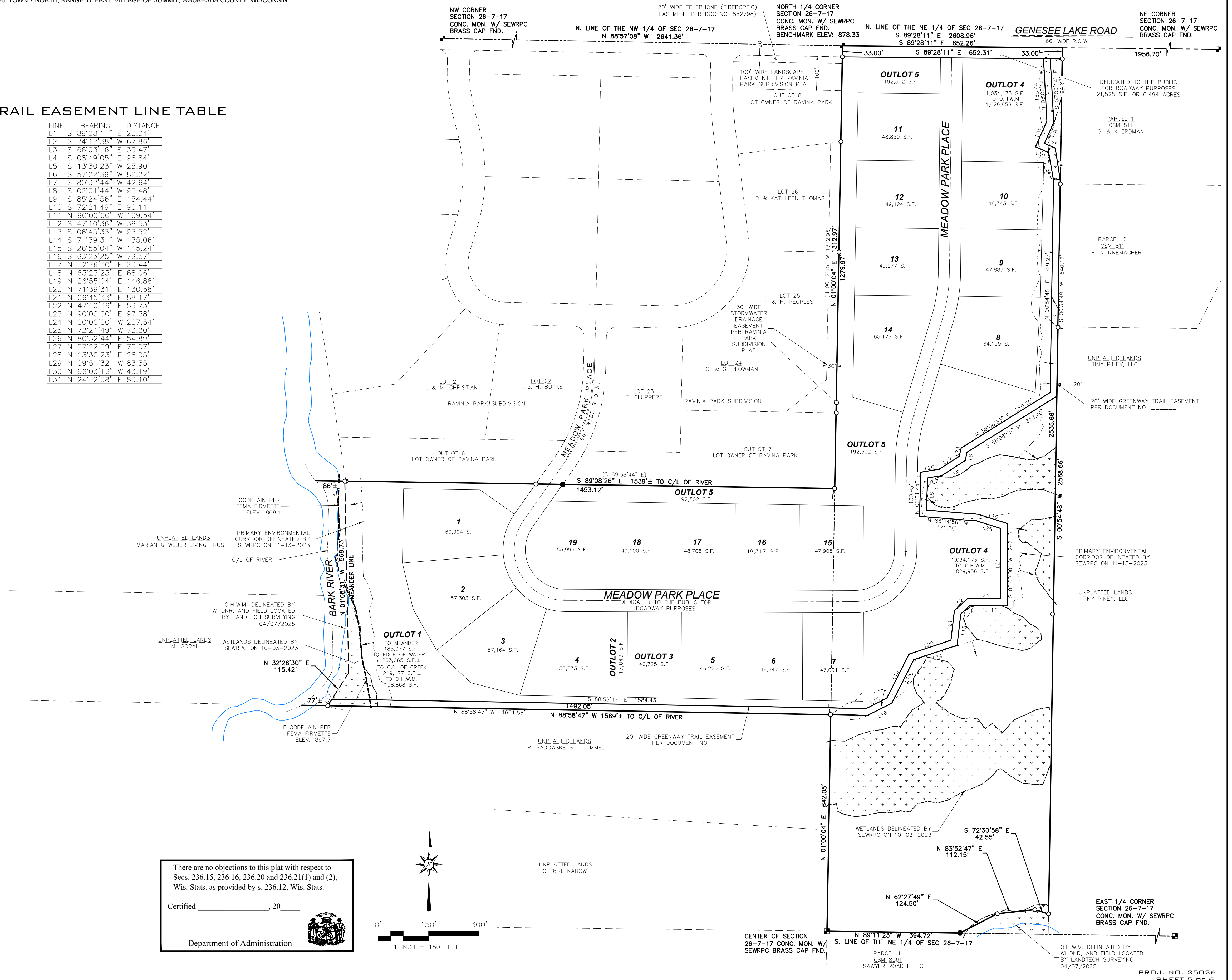
Department of Administration 

**BARK RIVER CONSERVANCY**

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**TRAIL EASEMENT LINE TABLE**

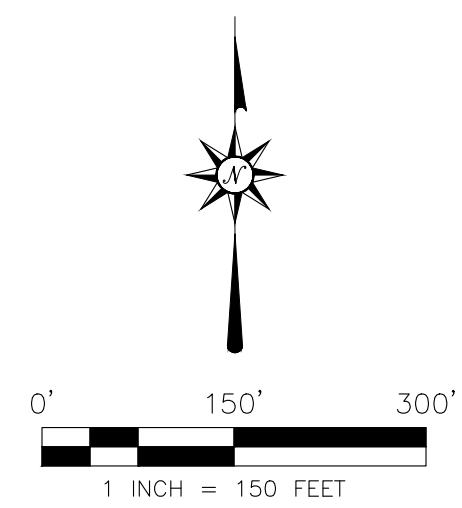
LINE	BEARING	DISTANCE
L1	S 89°28'11" E	20.04'
L2	S 24°12'38" W	67.86'
L3	S 66°03'16" E	35.47'
L4	S 08°49'05" E	96.84'
L5	S 13°30'23" W	25.90'
L6	S 57°22'39" W	82.22'
L7	S 80°32'44" W	42.64'
L8	S 02°01'44" W	95.48'
L9	S 85°24'56" E	154.44'
L10	S 72°21'49" E	90.11'
L11	N 90°00'00" W	109.54'
L12	S 47°10'36" W	38.53'
L13	S 06°45'33" W	93.52'
L14	S 71°39'31" W	135.06'
L15	S 26°55'04" W	145.24'
L16	S 63°23'25" W	79.57'
L17	N 32°26'30" E	23.44'
L18	N 63°23'25" E	68.06'
L19	N 26°55'04" E	146.88'
L20	N 71°39'31" E	130.58'
L21	N 06°45'33" E	88.17'
L22	N 47°10'36" E	53.73'
L23	N 90°00'00" E	97.38'
L24	N 00°00'00" W	207.54'
L25	N 72°21'49" W	73.20'
L26	N 80°32'44" E	54.89'
L27	N 57°22'39" E	70.07'
L28	N 13°30'23" E	26.05'
L29	N 09°51'32" W	83.35'
L30	N 66°03'16" W	43.19'
L31	N 24°12'38" E	83.10'



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_\_\_

Department of Administration



**BARK RIVER CONSERVANCY**

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**SURVEYOR'S CERTIFICATE**

STATE OF WISCONSIN )  
COUNTY OF WAUKESHA )

I, JOHN D. DOWNING, PROFESSIONAL LAND SURVEYOR S--2939, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED "BARK RIVER CONSERVANCY", LANDS BEING PART OF THE NORTHWEST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 26, TOWNSHIP 7 NORTH, RANGE 17 EAST, ALSO BEING THE POINT OF BEGINNING, THENCE S 89°28'11" E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 26, 652.26 FEET TO THE WEST LINE OF CSM 811; THENCE S 00°54'48" W ALONG THE WEST LINE OF CSM 811 AND THE EXTENSION OF SAID LINE, 2568.66 FEET; THENCE N 72°30'58" W, 42.55 FEET; THENCE S 83°52'47" W, 112.15 FEET; THENCE S 62°27'49" W, 124.50 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 26; THENCE N 89°11'23" W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 26, 394.72 FEET TO THE CENTER OF SECTION 26; THENCE N 01°00'04" E ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 26, 642.05 FEET; THENCE N 88°58'47" W, 1492.05 FEET TO THE BEGINNING OF A MEANDER LINE SAID POINT LYING S 88°58'47" E, 77 FEET MORE OR LESS FROM THE CENTERLINE OF THE BARK RIVER; THENCE N 32°26'30" E ALONG THE MEANDER LINE OF THE BARK RIVER, 115.42 FEET; THENCE N 01°08'31" W ALONG THE MEANDER LINE OF THE BARK RIVER, 568.73 FEET TO A POINT LYING ON THE SOUTH LINE OF RAVINIA PARK SUBDIVISION SAID POINT LYING S 89°08'26" E, 86 FEET MORE OR LESS FROM THE CENTERLINE OF THE BARK RIVER; THENCE S 89°08'26" E ALONG THE SOUTH LINE OF RAVINIA PARK SUBDIVISION, 1453.12 FEET TO THE SOUTHEAST CORNER OF RAVINIA PARK SUBDIVISION; THENCE N 01°00'04" E, ALONG THE EAST LINE OF RAVINIA PARK SUBDIVISION 1312.97 FEET TO THE POINT OF BEGINNING.

DESCRIBED LANDS HAVING AN AREA OF 2,706,632 S.F. OR 62.136 ACRES MORE OR LESS, INCLUDING THE LANDS LYING BETWEEN THE MEANDER LINE AND THE CENTERLINE OF THE BARK RIVER.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF GENESEE LAKE ROAD, LLC. OWNERS OF SAID LAND.

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

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES, THE SUBDIVISION REGULATIONS OF THE VILLAGE OF SUMMIT AND THE LAND DIVISION ORDINANCE OF WAUKESHA COUNTY IN SURVEYING, DIVIDING AND MAPPING THE SAME.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

JOHN D. DOWNING, S--2939

**OUTLOT STATEMENT**

EACH INDIVIDUAL LOT OWNER OF LOTS 1-19 OF THE BARK RIVER CONSERVANCY SUBDIVISION SHALL HAVE AN UNDIVIDED FRACTIONAL OWNERSHIP IN OUTLOT 1, 2, 3, 4, AND 5. THE VILLAGE OF SUMMIT AND WAUKESHA COUNTY SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL ASSESSMENTS IN THE EVENT THEY BECOME THE OWNER OF ANY LOT OR OUTLOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY. OUTLOT 1 IS INTENDED FOR CONSERVANCY; OUTLOT 2 IS INTENDED FOR FUTURE ROADWAY; OUTLOT 3 IS INTENDED FOR STORMWATER, OUTLOT 4 IS INTENDED FOR STORMWATER AND CONSERVANCY, OUTLOT 5 IS INTENDED FOR OPENSOURCE.

**CORPORATE OWNER'S CERTIFICATE**

AS OWNERS, WE HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT. I ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY SECTION 236.10 OR 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

- VILLAGE OF SUMMIT
- WAUKESHA COUNTY DEPARTMENT OF PARKS & LAND USE
- STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION

IN WITNESS WHEREOF, THE SAID GENESEE LAKE ROAD, LLC. HAS CAUSED THESE PRESENTS TO BE SIGNED BY

JOHN STOKER, MEMBER, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED THIS \_\_\_\_ DAY OF

\_\_\_\_\_, 20\_\_.

JOHN STOKER, PRESIDENT

STATE OF WISCONSIN )  
COUNTY OF WAUKESHA )

PERSONALLY CAME BEFORE ME THIS \_\_\_DAY OF \_\_\_\_\_, 20\_\_\_, THE ABOVE NAMED JOHN STOKER, TO ME

KNOWN TO AS A MEMBER OF GENESEE LAKE ROAD, LLC. ARE THE PEOPLE WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, \_\_\_\_\_ COUNTY, WI

MY COMMISSION Expires \_\_\_\_\_

**CORPORATE MORTGAGE CERTIFICATE**

\_\_\_\_\_, A CORPORATION DULY ORGANIZED AND EXISTING BY VIRTUE OF THE LAWS OF THE STATE OF \_\_\_\_\_, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATING OF THE LAND DESCRIBED ON THIS PLAT, AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF JOHN STOKER, OWNER, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, PRINT NAME & TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, THE ABOVE NAMED \_\_\_\_\_, OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH \_\_\_\_\_ OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

PRINT NAME: \_\_\_\_\_

NOTARY PUBLIC, \_\_\_\_\_ COUNTY, \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

**VILLAGE OF SUMMIT BOARD APPROVAL**

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

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

JACK RILEY, VILLAGE PRESIDENT

DEBRA MICHAEL, ADMINISTRATOR--CLERK/TREASURER

**VILLAGE OF SUMMIT PLAN COMMISSION APPROVAL**

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

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

JIM SIEPMANN, CHAIRPERSON

DEBRA MICHAEL, ADMINISTRATOR--CLERK/TREASURER

**WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE**

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

DALE R. SHAVER, DIRECTOR

**CURVE TABLE**

CURVE	LOT	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING	TANGENT IN	TANGENT OUT
A	C/L	500.00'	16°03'57"	140.20'	139.74'	N08°37'08"E	N16°39'06"E	N00°35'09"E
	E.R.O.W.	533.00'	16°03'57"	149.45'	148.96'	N08°37'08"E	N16°39'06"E	N00°35'09"E
	W.R.O.W.	467.00'	16°03'57"	130.95'	130.52'	N08°37'08"E	N16°39'06"E	N00°35'09"E
	LOT13	467.00'	8°33'47"	69.80'	69.73'	N04°52'03"E		
	LOT14	467.00'	7°30'10"	61.15'	61.11'	N12°54'01"E		
B	C/L	500.00'	16°03'57"	140.20'	139.74'	N08°37'08"E	N00°35'09"E	N16°39'06"E
	E.R.O.W.	467.00'	16°03'57"	130.95'	130.52'	N08°37'08"E	S16°39'06"W	S00°35'09"W
	W.R.O.W.	533.00'	16°03'57"	149.45'	148.96'	N08°37'08"E	S16°39'06"W	S00°35'09"W
	OUTLOT5	533.00'	16°03'57"	149.45'	148.96'	N08°37'08"E		
	OUTLOT4	467.00'	16°03'57"	130.95'	130.52'	N08°37'08"E		
C	C/L	150.00'	89°39'09"	234.71'	211.49'	N45°24'44"E	S89°45'41"E	N00°35'09"E
	E.R.O.W.	183.00'	89°39'09"	286.35'	258.02'	N45°24'44"E	S89°45'41"E	N00°35'09"E
	W.R.O.W.	117.00'	89°39'09"	183.07'	164.96'	N45°24'44"E	S89°45'41"E	N00°35'09"E
	LOT15	117.00'	11°59'37"	24.49'	24.45'	N84°14'30"E		
	LOT7	183.00'	8°06'43"	25.91'	25.89'	N86°10'57"E		
D	C/L	150.00'	125°01'30"	327.32'	266.13'	N27°14'56"W	S35°15'49"W	S89°45'41"E
	E.R.O.W.	117.00'	125°01'30"	255.31'	207.58'	N27°14'56"W	S35°15'49"W	S89°45'41"E
	W.R.O.W.	183.00'	125°01'30"	399.32'	324.68'	N27°14'56"W	S35°15'49"W	S89°45'41"E
	LOT1	183.00'	39°54'57"	127.49'	124.93'	N15°18'21"E		
	LOT2	183.00'	33°24'55"	106.73'	105.22'	N21°21'36"W		
LOT3	183.00'	34°44'39"	110.97'	109.28'	N55°26'23"W			
LOT4	183.00'	16°56'59"	54.13'	53.94'	N81°17'12"W			
LOT19	117.00'	125°01'30"	255.31'	207.58'	N27°14'56"W			

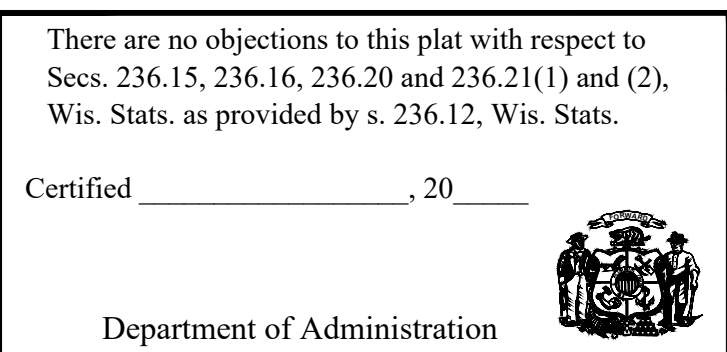
**CONSERVATION EASEMENT CURVE TABLE**

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
EC1	183.00'	6°23'21"	20.41'	20.40'	N 78°55'56" E

**WETLAND/PRIMARY ENVIRONMENTAL CORRIDOR RESTRICTIONS**

THOSE AREAS IDENTIFIED AS A WETLAND/PRIMARY ENVIRONMENTAL CORRIDOR PRESERVATION AREA ON PAGES 1 THROUGH 6 OF THIS SUBDIVISION PLAT SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

- GRADING, FILLING AND REMOVAL OF TOPSOIL OR OTHER EARTHEN MATERIALS ARE PROHIBITED, UNLESS SPECIFICALLY AUTHORIZED BY THE MUNICIPALITY IN WHICH THIS LAND IS LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
- THE REMOVAL OR DESTRUCTION OF ANY VEGETATIVE COVER, I.E., TREES, SHRUBS, GRASSES, ETC., IS PROHIBITED, WITH THE EXCEPTION THAT INVASIVE, DEAD, DISEASED, OR DYING VEGETATION MAY BE REMOVED, AT THE DISCRETION OF THE LANDOWNER, AND WITH APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE--PLANNING AND ZONING DIVISION, SILVICULTURAL THINNING, UPON THE RECOMMENDATION OF A FORESTER OR NATURALIST AND WITH APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE--PLANNING AND ZONING DIVISION, SHALL ALSO BE PERMITTED.
- GRAZING BY DOMESTICATED ANIMALS, I.E., HORSES, COWS, ETC, IS PROHIBITED, UNLESS GRAZING IS CONDUCTED IN ORDER TO MANAGE INVASIVE VEGETATION AND APPROVAL IS OBTAINED BY THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE--PLANNING AND ZONING DIVISION.
- THE INTRODUCTION OF PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT IS PROHIBITED.
- PONDS ARE PROHIBITED UNLESS DESIGNED TO ENHANCE THE NATURAL ENVIRONMENT. PONDS THAT MAY BE PERMITTED ARE SUBJECT TO THE APPROVAL OF THE MUNICIPALITY IN WHICH THEY ARE LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
- THE CONSTRUCTION OF BUILDINGS IS PROHIBITED.





Building a Better World  
for All of Us®

October 14, 2025

RE: Village of Summit  
Bark River Conservancy Final Plat Review  
Letter  
SEH No. 176551 Task 53

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

Dear Ms. Barrows:

We have reviewed the final plat for Bark River Conservancy being developed by Genesee Lake Road, LLC, and prepared by LandTech. The final plat reviewed is dated September 17, 2025. We provide the following comments.

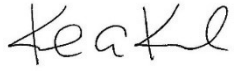
- 1) The legend notes the wrong size for the metal rods set at right of way bends and subdivision corners.
- 2) The legend should note the size of the metal rods set at lot corners that are not right of way bends or subdivision corners.
- 3) The elevation of the Ordinary High Water Mark (OHWM) and water surfaces should be noted.
- 4) The surveyor should work with the State to determine if public access is required to any of the two bodies of water.
- 5) The road name for Genesee Lake Road must be shown within the existing road right of way or arrowed into the road right of way.
- 6) Stormwater Management notes need to be provided.
- 7) It is noted that Outlot 2 is for a future road. It is also noted Outlot 2 will be owned by the Lot Owner. Should it be owned by the Village? Outlot 2 is only 60 feet wide while the street right of ways are 66 feet wide. Should Outlot 2 be 66 feet wide like the rest of the roads?
- 8) The owner's name should be added to the Utility Easement provision dedication. There are also several blank lines for "Grantees" that can be removed.
- 9) The iron rod set symbol is missing where Meadow Park Place meets Genesee Lake Road. There is also a line connecting these two points which should be removed along with the associated bearings and distances.
- 10) Some of the labeling of the landowner's name for existing Lot 25 appears to be missing due to a text mask.
- 11) The document numbers for the proposed conservation and greenway easement need to be added prior to recording.
- 12) Typically a 100-foot well setback is required for storm water infiltration basis; the plat shows a 50-foot setback.
- 13) All sheets must be signed and stamped by the land surveyor, not just Sheet 1.
- 14) A pipe must be set at the bend of the meander line.

Ms. Amy Barrows  
October 14, 2025  
Page 2

15) The centerline of Meadow Park Place must be tied into the centerline of Genesee Lake Road, see mark up.

Please contact me with any questions or comments at 414.949.8919 or [kkindred@sehinc.com](mailto:kkindred@sehinc.com).

Sincerely,

A handwritten signature in black ink that reads "Keith Kindred". The signature is written in a cursive style with a large initial "K".

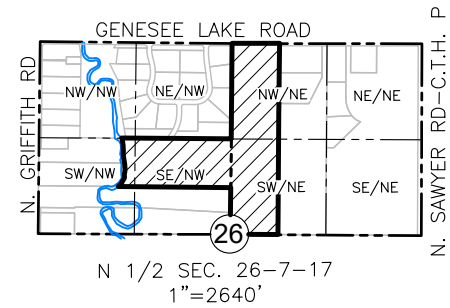
Keith Kindred, PLS  
Principal, Regional Practice Center Leader  
(Lic. WI, IL)  
btp

c:\users\bpehl\appdata\local\microsoft\windows\inetcache\content.outlook\u8zqhtr0\176551 task 53- bark river conservancy final plat review 10-13-2025.docx

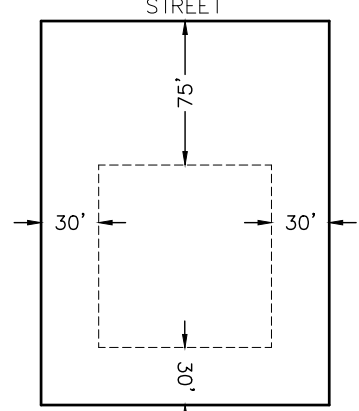
# BARK RIVER CONSERVANCY

UNPLATTED LANDS BEING PART OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

## VICINITY MAP



## BUILDING SETBACK DETAIL



STREET SETBACK = 75'  
SIDE YARD SETBACK = 30'  
REAR SETBACK = 30'

LOT#	SHGW/ELEV*	LOWEST BSMT ELEV (SHGW+1)	MIN BSMT ELEV PER MG# (9)	MIN Y/ELEV
1	868.5	869.5	871.5	879.5
2	868.5	869.5	871.5	879.5
3	867.0	868.0	871.5	879.5
4	868.7	869.7	871.7	879.7
5	868.5	869.5	871.5	879.5
6	868.0	869.0	871.5	879.5
7	869.0	870.0	872.0	880.0
8	868.4	869.4	871.5	879.5
9	867.7	868.7	871.6	879.6
10	868.8	869.8	872.0	880.0
11	867.4	868.4	871.5	879.5
12	867.0	868.0	871.5	879.5
13	867.0	868.0	872.0	880.0
14	866.5	867.5	871.5	879.5
15	869.0	870.0	872.0	880.0
16	868.8	869.8	872.0	880.0
17	868.8	869.8	872.0	880.0
18	867.0	868.0	872.0	880.0
19	867.8	868.8	872.0	880.0

\* SHGW/ELEV DETERMINED FROM AVAILABLE TESTING BY GILES ENGINEERING STUDIES BY GEO-TECHNOLOGY INC. DATED OCTOBER 18, 2024. THE REPORT HAS BEEN SUBMITTED TO THE VILLAGE ENGINEER.

## NOTES:

- EACH INDIVIDUAL LOT OWNER SHALL HAVE AN UNDIVIDED FRACTIONAL OWNERSHIP IN OUTLOT NO. 1, 2, 3, 4, AND 5. VILLAGE OF SUMMIT SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL CHARGES IN THE EVENT THEY BECOME THE OWNER OF ANY LOT OR OUTLOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY. OUTLOT 3 & 4 SHALL BE USED FOR STORM WATER MANAGEMENT FACILITIES.
- THIS DEVELOPMENT WILL BE SERVED BY PRIVATE WELLS AND SEPTIC SYSTEMS.
- ANY LANDS BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.
- FLOODPLAIN IS PER FEMA FIRM MAP No. 55133C0162H, MAP REVISED NOVEMBER 5, 2014.
- THE O.H.W.M. (ORDINARY HIGH WATER MARK) WAS ESTABLISHED BY THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND FIELD LOCATED BY LANDTECH SURVEYING.
- ALL OF OUTLOT 1 AND PART OF OUTLOT 4 SHALL BE PLACED IN A CONSERVATION EASEMENT. DETAILS AND RESTRICTIONS BY SEPARATE DOCUMENT.
- ALL LANDS WITHIN AREAS LABELED "WELL SETBACK" ARE RESTRICTED FROM THE PLACEMENT OF ANY WELL DUE TO POTENTIAL RISK OF CONTAMINATION IN ACCORDANCE WITH THE STORM WATER ORDINANCE AND WISCONSIN ADMINISTRATIVE CODES.
- THE VILLAGE OF SUMMIT SHORELAND JURISDICTIONAL LIMIT IS 300 FEET FROM THE O.H.W.M. OR THE LANDWARD SIDE OF THE FLOODPLAIN, WHICHEVER IS GREATER.

## BASEMENT RESTRICTION - GROUNDWATER

ALTHOUGH ALL LOTS IN THE SUBDIVISION HAVE BEEN REVIEWED AND APPROVED FOR DEVELOPMENT WITH SINGLE-FAMILY RESIDENTIAL USE IN ACCORDANCE WITH SECTION 236 WISCONSIN STATUTES, SOME LOTS CONTAIN SOIL CONDITIONS THAT, DUE TO THE POSSIBLE PRESENCE OF GROUNDWATER NEAR THE SURFACE, MAY REQUIRE ADDITIONAL SOIL ENGINEERING AND FOUNDATION DESIGN WITH REGARD TO BASEMENT CONSTRUCTION. IT IS RECOMMENDED THAT A LICENSED PROFESSIONAL ENGINEER DESIGN A BASEMENT AND FOUNDATION THAT WILL BE SUITABLE TO WITHSTAND THE VARIOUS PROBLEMS ASSOCIATED WITH SATURATED SOIL CONDITIONS ON BASEMENT WALLS OR FLOORS OR THAT OTHER SPECIAL MEASURES BE TAKEN. SOIL CONDITIONS SHOULD BE SUBJECT TO EACH OWNER'S SPECIAL INVESTIGATION PRIOR TO CONSTRUCTION AND NO SPECIFIC REPRESENTATION IS MADE HEREIN.

UNPLATTED LANDS  
MARIAN G WEBER LIVING TRUST  
C/L OF RIVER  
FLOODPLAIN PER  
FEMA FIRMETTE  
ELEV: 868.1  
PRIMARY ENVIRONMENTAL  
CORRIDOR DELINEATED BY  
SEWRPC ON 11-13-2023

UNPLATTED LANDS  
M. GORAL  
WETLANDS DELINEATED BY  
SEWRPC ON 10-03-2023  
O.H.W.M. DELINEATED BY  
WI DNR, AND FIELD LOCATED  
BY LANDTECH SURVEYING  
04/07/2025

UNPLATTED LANDS  
C. & J. KADOW  
WETLANDS DELINEATED BY  
SEWRPC ON 10-03-2023  
O.H.W.M. DELINEATED BY  
WI DNR, AND FIELD LOCATED  
BY LANDTECH SURVEYING  
04/07/2025

## LEGEND

- SECTION CORNER MONUMENT FOUND 3/4 REBAR OR NOTED FOUND 1" IRON PIPE OR NOTED SET 0.75" O.D. x 12' REBAR
- WEIGHING 1.502 LBS./FT.
- WETLAND
- CONSERVATION EASEMENT
- FLOODPLAIN
- P.E.C.
- RECORD DIMENSION

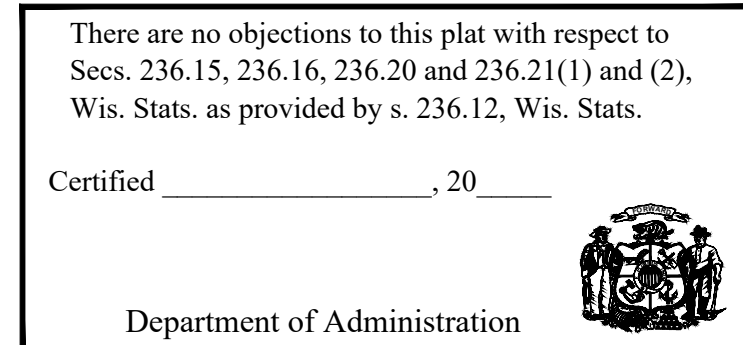
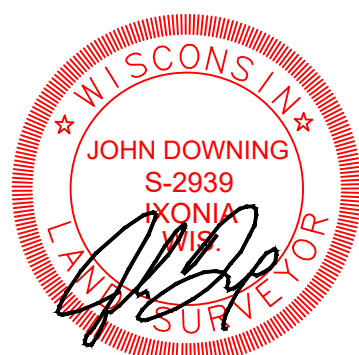
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_\_\_

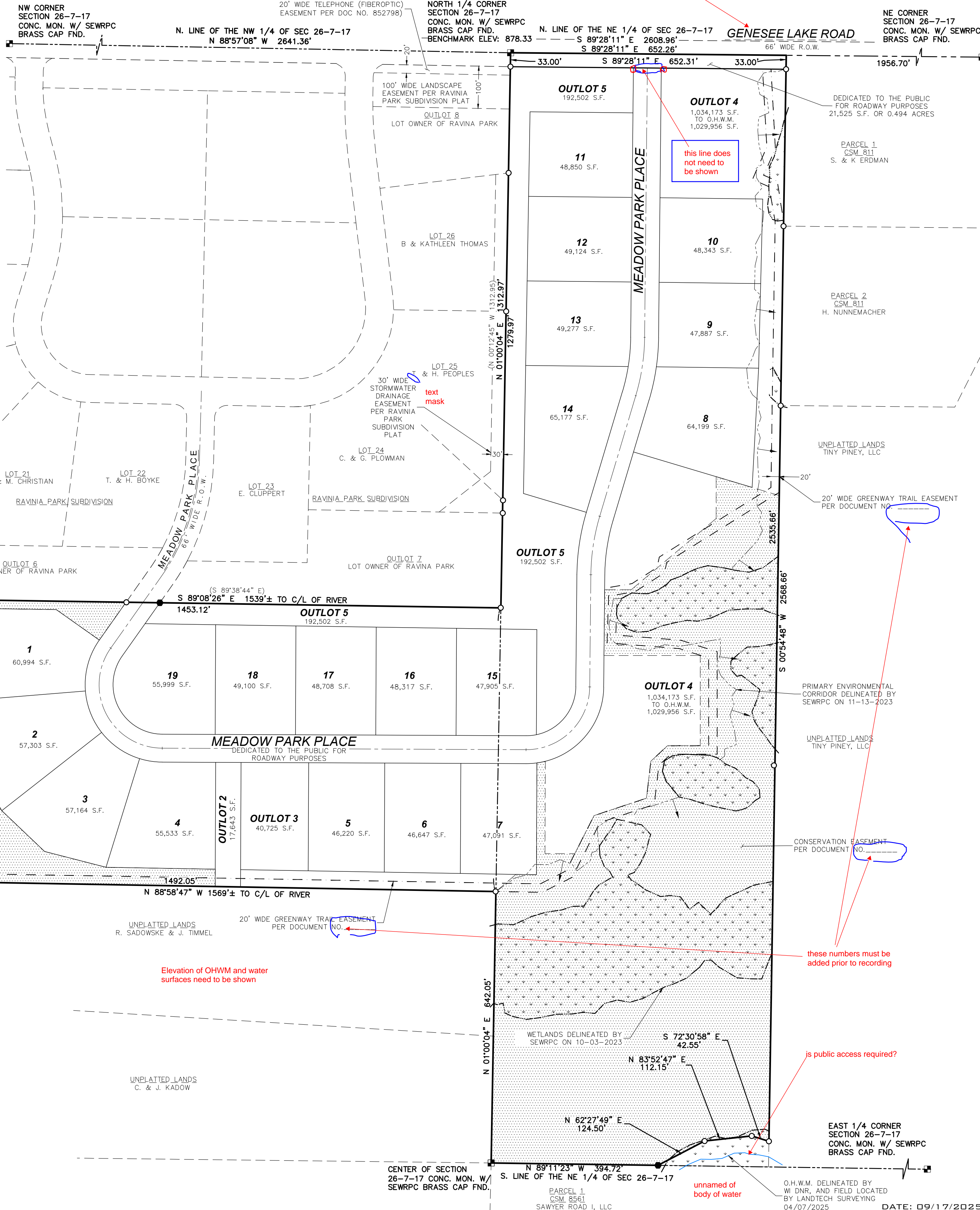
Department of Administration



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



THIS INSTRUMENT WAS DRAFTED BY JOHN D. DOWNING, S-2939



Must be shown within the road right of way or arrowed into the road right of way

this line does not need to be shown

text mask

these numbers must be added prior to recording

is public access required?

unnamed of body of water

DATE: 09/17/2025  
PROJ. NO. 25026  
SHEET 1 OF 5

**BARK RIVER CONSERVANCY**

UNPLATTED LANDS BEING PART OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

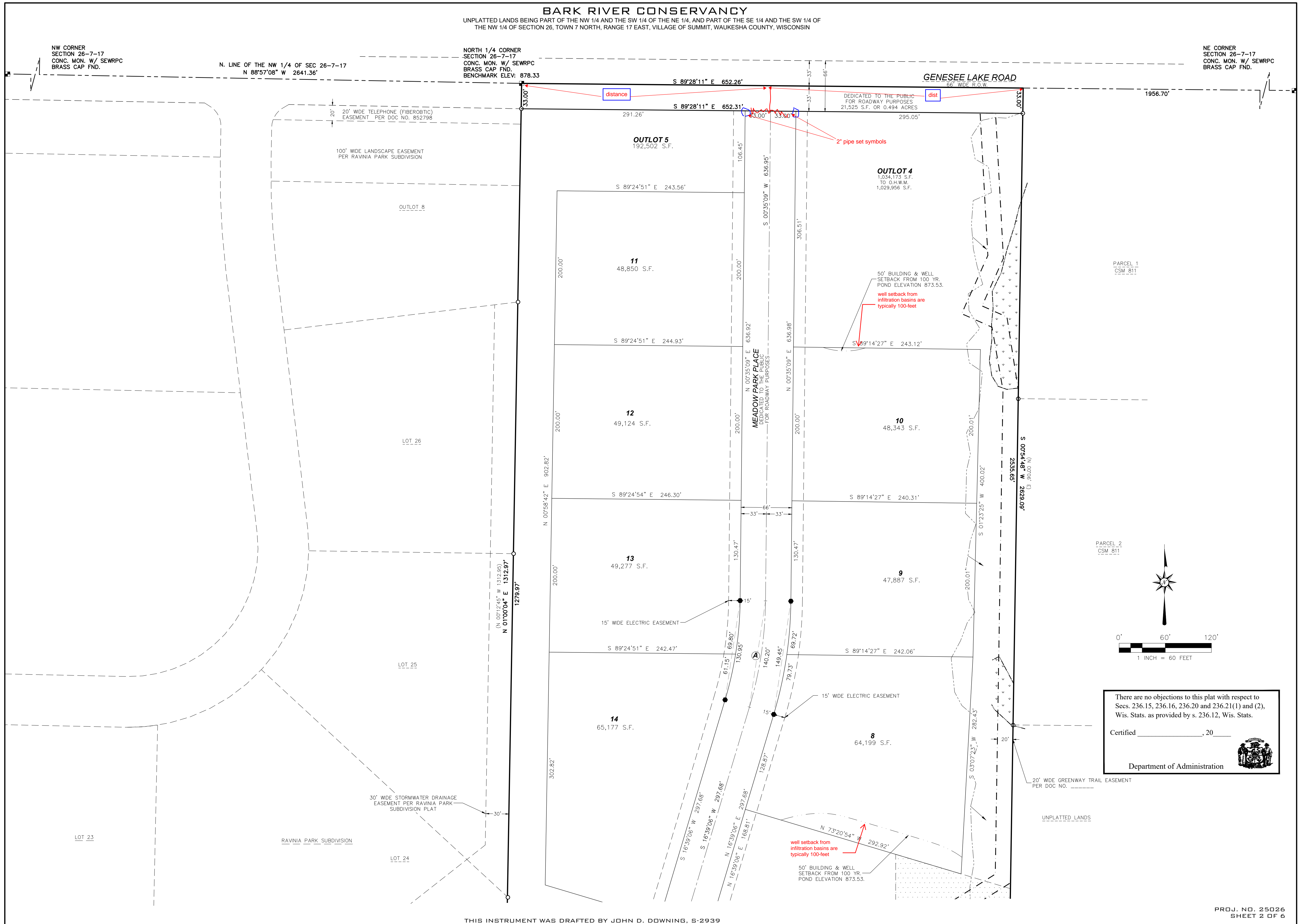
NW CORNER SECTION 26-7-17 CONC. MON. W/ SEWRPC BRASS CAP FND.

N. LINE OF THE NW 1/4 OF SEC 26-7-17 N 88°57'08" W 2641.36'

NORTH 1/4 CORNER SECTION 26-7-17 CONC. MON. W/ SEWRPC BRASS CAP FND. BENCHMARK ELEV: 878.33

NE CORNER SECTION 26-7-17 CONC. MON. W/ SEWRPC BRASS CAP FND.

GENESEE LAKE ROAD 66' WIDE R.O.W.



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

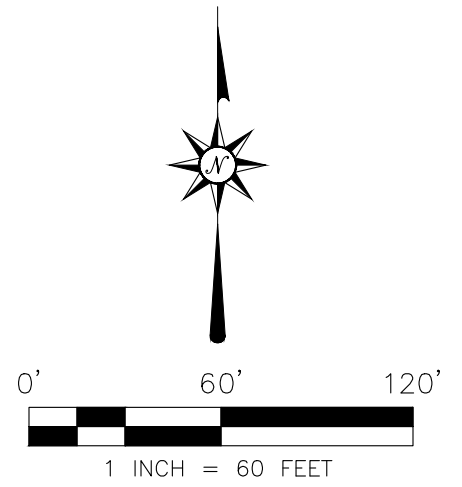
Certified \_\_\_\_\_, 20\_\_

Department of Administration




# BARK RIVER CONSERVANCY

UNPLATTED LANDS BEING PART OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_

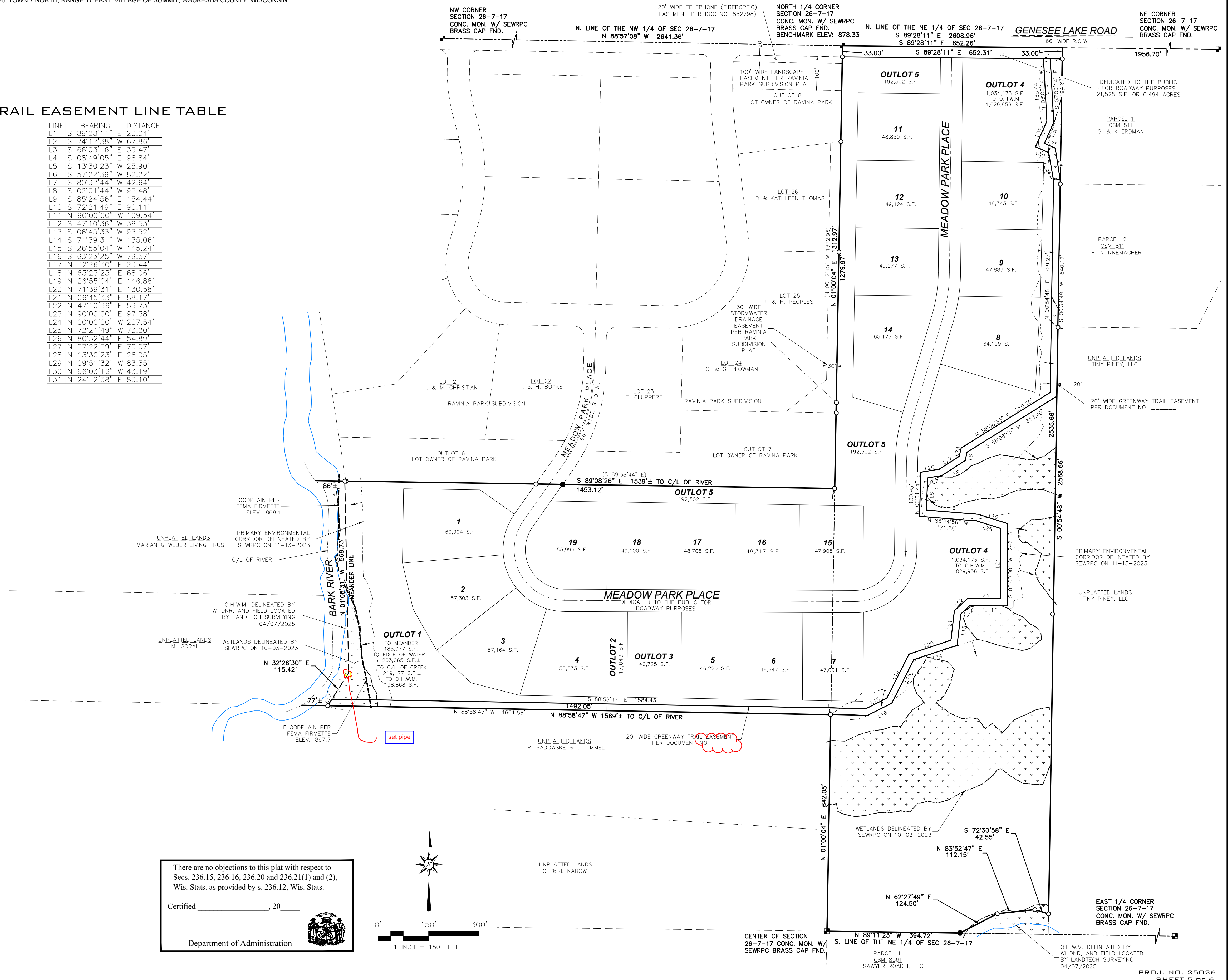
Department of Administration 

**BARK RIVER CONSERVANCY**

UNPLATTED LANDS BEING PART OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

**TRAIL EASEMENT LINE TABLE**

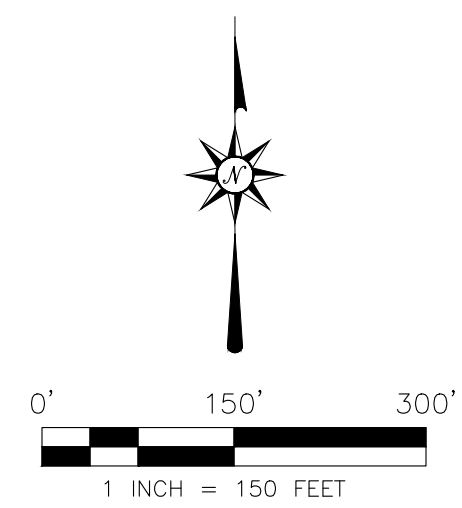
LINE	BEARING	DISTANCE
L1	S 89°28'11" E	20.04'
L2	S 24°12'38" W	67.86'
L3	S 66°03'16" E	35.47'
L4	S 08°49'05" E	96.84'
L5	S 13°30'23" W	25.90'
L6	S 57°22'39" W	82.22'
L7	S 80°32'44" W	42.64'
L8	S 02°01'44" W	95.48'
L9	S 85°24'56" E	154.44'
L10	S 72°21'49" E	90.11'
L11	N 90°00'00" W	109.54'
L12	S 47°10'36" W	38.53'
L13	S 06°45'33" W	93.52'
L14	S 71°39'31" W	135.06'
L15	S 26°55'04" W	145.24'
L16	S 63°23'25" W	79.57'
L17	N 32°26'30" E	23.44'
L18	N 63°23'25" E	68.06'
L19	N 26°55'04" E	146.88'
L20	N 71°39'31" E	130.58'
L21	N 06°45'33" E	88.17'
L22	N 47°10'36" E	53.73'
L23	N 90°00'00" E	97.38'
L24	N 00°00'00" W	207.54'
L25	N 72°21'49" W	73.20'
L26	N 80°32'44" E	54.89'
L27	N 57°22'39" E	70.07'
L28	N 13°30'23" E	26.05'
L29	N 09°51'32" W	83.35'
L30	N 66°03'16" W	43.19'
L31	N 24°12'38" E	83.10'



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_\_\_

Department of Administration



# BARK RIVER CONSERVANCY

UNPLATTED LANDS BEING PART OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

## SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN) SS  
COUNTY OF WAUKESHA)

I, JOHN D. DOWNING, PROFESSIONAL LAND SURVEYOR S--2939, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED "BARK RIVER CONSERVANCY", LANDS BEING PART OF THE NORTHWEST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 26, TOWNSHIP 7 NORTH, RANGE 17 EAST, ALSO BEING THE POINT OF BEGINNING, THENCE S 89°28'11" E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 26, 652.26 FEET TO THE WEST LINE OF CSM 811; THENCE S 00°54'48" W ALONG THE WEST LINE OF CSM 811 AND THE EXTENSION OF SAID LINE, 2568.66 FEET; THENCE N 72°30'58" W, 42.55 FEET; THENCE S 83°52'47" W, 112.15 FEET; THENCE S 62°27'49" W, 124.50 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 26; THENCE N 89°11'23" W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 26, 394.72 FEET TO THE CENTER OF SECTION 26; THENCE N 01°00'04" E ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 26, 642.05 FEET; THENCE N 88°58'47" W, 1492.05 FEET TO THE BEGINNING OF A MEANDER LINE SAID POINT LYING S 88°58'47" E, 77 FEET MORE OR LESS FROM THE CENTERLINE OF THE BARK RIVER; THENCE N 32°26'30" E ALONG THE MEANDER LINE OF THE BARK RIVER, 115.42 FEET; THENCE N 01°08'31" W ALONG THE MEANDER LINE OF THE BARK RIVER, 568.73 FEET TO A POINT LYING ON THE SOUTH LINE OF RAVINIA PARK SUBDIVISION SAID POINT LYING S 89°08'26" E, 86 FEET MORE OR LESS FROM THE CENTERLINE OF THE BARK RIVER; THENCE S 89°08'26" E ALONG THE SOUTH LINE OF RAVINIA PARK SUBDIVISION, 1453.12 FEET TO THE SOUTHEAST CORNER OF RAVINIA PARK SUBDIVISION; THENCE N 01°00'04" E, ALONG THE EAST LINE OF RAVINIA PARK SUBDIVISION 1312.97 FEET TO THE POINT OF BEGINNING.

DESCRIBED LANDS HAVING AN AREA OF 2,706.632 S.F. OR 62.136 ACRES MORE OR LESS, INCLUDING THE LANDS LYING BETWEEN THE MEANDER LINE AND THE CENTERLINE OF THE BARK RIVER.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF GENESSEE LAKE ROAD, LLC. OWNERS OF SAID LAND.

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

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES, THE SUBDIVISION REGULATIONS OF THE VILLAGE OF SUMMIT AND THE LAND DIVISION ORDINANCE OF WAUKESHA COUNTY IN SURVEYING, DIVIDING AND MAPPING THE SAME.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

JOHN D. DOWNING, S--2939

## OUTLOT STATEMENT

EACH INDIVIDUAL LOT OWNER OF LOTS 1-19 OF THE BARK RIVER CONSERVANCY SUBDIVISION SHALL HAVE AN UNDIVIDED FRACTIONAL OWNERSHIP IN OUTLOT 1, 3, 4, AND 5. THE VILLAGE OF SUMMIT AND WAUKESHA COUNTY SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL ASSESSMENTS IN THE EVENT THEY BECOME THE OWNER OF ANY LOT OR OUTLOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY. OUTLOT 1 IS INTENDED FOR CONSERVANCY. OUTLOT 2 IS INTENDED FOR FUTURE ROADWAY. OUTLOT 3 IS INTENDED FOR STORMWATER, OUTLOT 4 IS INTENDED FOR STORMWATER AND CONSERVANCY, OUTLOT 5 IS INTENDED FOR OPENSOURCE.

If Outlot 2 is for a future road should it be owned by the lot owners or the Village?

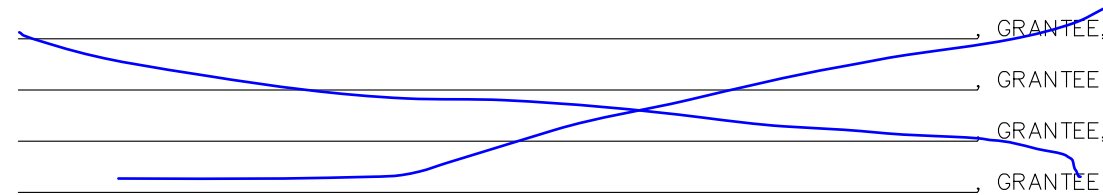


## UTILITY EASEMENT PROVISIONS

AN EASEMENT FOR ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY

Genessee Lake Road LLC, GRANTOR, TO \_\_\_\_\_, GRANTEE.

WISCONSIN ELECTRIC POWER COMPANY, WISCONSIN GAS, LLC, WISCONSIN CORPORATION DOING BUSINESS AS WE ENERGIES, SPECTRUM MID-AMERICA, LLC, AND WISCONSIN BELL, INC., DOING BUSINESS AS AT&T WISCONSIN, A WISCONSIN CORPORATION, GRANTEE.



THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRIC ENERGY, NATURAL GAS, TELEPHONE AND CABLE TV FACILITIES FOR SUCH PURPOSES AS THE SAME IS NOW OR MAY HEREAFTER BE USED, ALL IN, OVER, UNDER, ACROSS, ALONG AND UPON THE PROPERTY SHOWN WITHIN THOSE AREAS ON THE PLAT DESIGNATED AS "UTILITY EASEMENT AREAS" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS WITHIN AND BENEATH THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS, THEREON, OR ON ADJACENT LOTS; ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. THE GRANTEEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEEES OR THEIR AGENTS. THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES, NATURAL GAS FACILITIES, OR TELEPHONE AND CABLE TV FACILITIES OR TO ANY TREES, BRUSH OR ROOTS WHICH MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. BUILDINGS SHALL NOT BE PLACED OVER GRANTEEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "UTILITY EASEMENT AREAS" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY MORE THAN FOUR INCHES WITHOUT WRITTEN CONSENT OF GRANTEEES.

THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

## COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN )SS  
WAUKESHA COUNTY )

I, PAMELA F. REEVES, BEING DULY ELECTED, QUALIFIED AND THE ACTING TREASURER OF THE COUNTY OF WAUKESHA, DO HEREBY CERTIFY THAT THE RECORD IN MY OFFICE SHOWS NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS THROUGH \_\_\_\_\_, 20\_\_\_\_ AFFECTING THE LANDS INCLUDED ON THIS SUBDIVISION PLAT.

DATE: \_\_\_\_\_

PAMELA F. REEVES, COUNTY TREASURER

## CURVE TABLE

CURVE	LOT	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING	TANGENT IN	TANGENT OUT
A	C/L	500.00'	16°03'57"	140.20'	139.74'	N08°37'08" E	N 16°39'06" E	N00°35'09" E
	E.R.O.W.	533.00'	16°03'57"	149.45'	148.96'	N08°37'08" E	N 16°39'06" E	N00°35'09" E
	W.R.O.W.	467.00'	16°03'57"	130.95'	130.52'	N08°37'08" E	N 16°39'06" E	N00°35'09" E
	LOT13	467.00'	8°33'47"	69.80'	69.73'	N04°52'03" E		
	LOT14	467.00'	7°30'10"	61.15'	61.11'	N12°54'01" E		
B	C/L	500.00'	16°03'57"	140.20'	139.74'	N08°37'08" E	N00°35'09" E	N 16°39'06" E
	E.R.O.W.	467.00'	16°03'57"	130.95'	130.52'	N08°37'08" E	S16°39'06" W	S00°35'09" W
	W.R.O.W.	533.00'	16°03'57"	149.45'	148.96'	N08°37'08" E	S16°39'06" W	S00°35'09" W
	OUTLOT5	533.00'	16°03'57"	149.45'	148.96'	N08°37'08" E		
	OUTLOT4	467.00'	16°03'57"	130.95'	130.52'	N08°37'08" E		
C	C/L	150.00'	89°39'09"	234.71'	211.49'	N45°24'44" E	S89°45'41" E	N00°35'09" E
	E.R.O.W.	183.00'	89°39'09"	286.35'	258.02'	N45°24'44" E	S89°45'41" E	N00°35'09" E
	W.R.O.W.	117.00'	89°39'09"	183.07'	164.96'	N45°24'44" E	S89°45'41" E	N00°35'09" E
	LOT15	117.00'	11°59'37"	24.49'	24.45'	N84°14'30" E		
	LOT7	183.00'	8°06'43"	25.91'	25.89'	N86°10'57" E		
D	C/L	150.00'	125°01'30"	327.32'	266.13'	N27°14'56" W	S35°15'49" W	S89°45'41" E
	E.R.O.W.	117.00'	125°01'30"	255.31'	207.58'	N27°14'56" W	S35°15'49" W	S89°45'41" E
	W.R.O.W.	183.00'	125°01'30"	399.32'	324.68'	N27°14'56" W	S35°15'49" W	S89°45'41" E
	LOT1	183.00'	39°54'57"	127.49'	124.93'	N15°18'21" E		
	LOT2	183.00'	33°24'55"	106.73'	105.22'	N21°21'36" W		
LOT3	183.00'	34°44'39"	110.97'	109.28'	N55°26'23" W			
LOT4	183.00'	16°56'59"	54.13'	53.94'	N81°17'12" W			
LOT19	117.00'	125°01'30"	255.31'	207.58'	N27°14'56" W			

## CONSERVATION EASEMENT CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
EC1	183.00'	6°23'21"	20.41'	20.40'	N 78°55'56" E

## WETLAND/PRIMARY ENVIRONMENTAL CORRIDOR RESTRICTIONS

THOSE AREAS IDENTIFIED AS A WETLAND/PRIMARY ENVIRONMENTAL CORRIDOR PRESERVATION AREA ON PAGES 1 THROUGH 6 OF THIS SUBDIVISION PLAT SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

- GRADING, FILLING AND REMOVAL OF TOPSOIL OR OTHER EARTHEN MATERIALS ARE PROHIBITED, UNLESS SPECIFICALLY AUTHORIZED BY THE MUNICIPALITY IN WHICH THIS LAND IS LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
- THE REMOVAL OR DESTRUCTION OF ANY VEGETATIVE COVER, I.E., TREES, SHRUBS, GRASSES, ETC., IS PROHIBITED, WITH THE EXCEPTION THAT INVASIVE, DEAD, DISEASED, OR DYING VEGETATION MAY BE REMOVED, AT THE DISCRETION OF THE LANDOWNER, AND WITH APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE--PLANNING AND ZONING DIVISION, SILVICULTURAL THINNING, UPON THE RECOMMENDATION OF A FORESTER OR NATURALIST AND WITH APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE--PLANNING AND ZONING DIVISION, SHALL ALSO BE PERMITTED.
- GRAZING BY DOMESTICATED ANIMALS, I.E., HORSES, COWS, ETC, IS PROHIBITED, UNLESS GRAZING IS CONDUCTED IN ORDER TO MANAGE INVASIVE VEGETATION AND APPROVAL IS OBTAINED BY THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE--PLANNING AND ZONING DIVISION.
- THE INTRODUCTION OF PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT IS PROHIBITED.
- PONDS ARE PROHIBITED UNLESS DESIGNED TO ENHANCE THE NATURAL ENVIRONMENT. PONDS THAT MAY BE PERMITTED ARE SUBJECT TO THE APPROVAL OF THE MUNICIPALITY IN WHICH THEY ARE LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
- THE CONSTRUCTION OF BUILDINGS IS PROHIBITED.

## CORPORATE OWNER'S CERTIFICATE

AS OWNERS, WE HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT. I ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY SECTION 236.10 OR 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

- VILLAGE OF SUMMIT
- WAUKESHA COUNTY DEPARTMENT OF PARKS & LAND USE
- STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION

IN WITNESS WHEREOF, THE SAID GENESSEE LAKE ROAD, LLC. HAS CAUSED THESE PRESENTS TO BE SIGNED BY

JOHN STOKER, MEMBER, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED THIS \_\_\_\_ DAY OF

\_\_\_\_\_, 20\_\_\_\_.

JOHN STOKER, PRESIDENT

STATE OF WISCONSIN )SS  
COUNTY OF WAUKESHA)

PERSONALLY CAME BEFORE ME THIS \_\_\_\_DAY OF \_\_\_\_\_, 20\_\_\_\_, THE ABOVE NAMED JOHN STOKER, TO ME

KNOWN TO AS A MEMBER OF GENESSEE LAKE ROAD, LLC. ARE THE PEOPLE WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, \_\_\_\_\_ COUNTY, WI

MY COMMISSION Expires \_\_\_\_\_

## CORPORATE MORTGAGE CERTIFICATE

\_\_\_\_\_, A CORPORATION DULY ORGANIZED AND EXISTING BY VIRTUE OF THE LAWS OF THE STATE OF \_\_\_\_\_, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATING OF THE LAND DESCRIBED ON THIS PLAT, AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF JOHN STOKER, OWNER, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, PRINT NAME & TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )SS  
COUNTY OF \_\_\_\_\_ )

PERSONALLY CAME BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, THE ABOVE NAMED \_\_\_\_\_, OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH \_\_\_\_\_ OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

PRINT NAME: \_\_\_\_\_

NOTARY PUBLIC, \_\_\_\_\_ COUNTY, \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

## VILLAGE OF SUMMIT BOARD APPROVAL

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

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

JACK RILEY, VILLAGE PRESIDENT

DEBRA MICHAEL, ADMINISTRATOR--CLERK/TREASURER

## VILLAGE OF SUMMIT PLAN COMMISSION APPROVAL

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

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

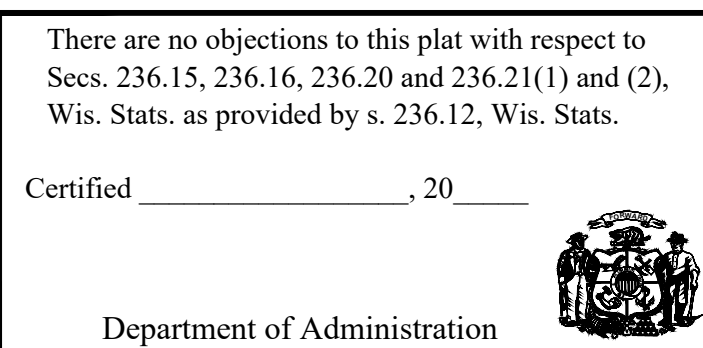
JIM SIEPMANN, CHAIRPERSON

DEBRA MICHAEL, ADMINISTRATOR--CLERK/TREASURER

## WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE

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

DALE R. SHAVER, DIRECTOR



**Paul Farrow**  
County Executive

**Dale R. Shaver**  
Director



## Waukesha County

### *Department of Parks and Land Use*

**TO:** Wisconsin Department of Administration – Plat Review

**NOTICE OF:** Conditional Certification of No Objection to Final Plat

**DATE OF REVIEW:** October 12, 2025

**RE:** Subdivision Plat known as: **Bark River Conservancy  
File No. 2098**

**LOCATION:** NW ¼ and the SW ¼ of the NE ¼ and part of the SE ¼ and the SW ¼ of the NW ¼ of Section 26, Town 7 North, Range 17 East, Village of Summit

**SUBMITTED BY:** Wisconsin Department of Administration – Plat Review

**SURVEYOR:** **John D. Downing, PLS**  
LandTech Engineering  
955 Lexington Drive  
Oconomowoc, WI 53066

**DATE RECEIVED:** September 22, 2025

**DATE OF PLAT:** September 17, 2025

**SUBDIVIDER:** Genesee Lake Road LLC  
C/O John Stoker  
N118W18531 Busen Dr.  
Germantown, WI 53022

#### **Planning and Zoning**

515 W. Moreland Blvd., Room AC 230 Waukesha, Wisconsin 53188-3878  
Phone: (262) 548-7790 Fax: (262) 896-8071 [www.waukeshacounty.gov/planningandzoning](http://www.waukeshacounty.gov/planningandzoning)

**REMARKS:** Conditional Certification of No Objection to this Final Plat is based on the following conditions being complied with prior to submittal of the Final Plat:

1. Please review the comments of the Environmental Health Division letter dated March 24, 2025 (enclosed).
2. All easements, such as proposed or existing drainage ways, access, and/or utilities easements shall be shown on the plat. Any related recorded documents numbers shall also be noted on the plat. The trail easement and conservation easement document numbers shall be added to the plat prior to recordation.
3. Please submit the wetland and PEC delineation report prepared by SEWRPC so that we can maintain the natural resource layers on the County's GIS site.
4. Please eliminate the first general note on Sheet 1, as the Outlot Statement on Sheet 6 is more complete and the notes are generally duplicative.
5. The project is proposed on a parcel with a documented archaeological site. The Office of the State Archaeologist, which maintains state records for archaeological sites, is copied on this correspondence and we urge the developer to communicate with the State Archaeologist to ensure that site grading and construction is not delayed by archaeological resource issues and that plat layout does not conflict with said resources. The State Archaeologist, Amy Rosebrough, can be contacted at 608-264-6496, [statearchaeologist@wisconsinhistory.org](mailto:statearchaeologist@wisconsinhistory.org).

If human bone is unearthed during any phase of the project, all work must cease, and local law enforcement should be contacted. If law enforcement decides it is not a criminal case, they must contact the Wisconsin Historical Society at 1-800-342-7834 to comply with Wis. Stat. § 157.70, which provides for the protection of all human burial sites.

6. Please add the following statement to Restriction #1 and #2 of the Wetland/Primary Environmental Corridor Restrictions: Grading or tree removal within the Primary Environmental Corridor to accommodate a recreational trail is permissible with approval from the Village of Summit and the Waukesha County Planning & Zoning Division. The restrictions title should also be expanded as follows: "Wetland/Floodplain/Primary Environmental Corridor Restrictions" because the platted area does include some area of floodplain along the Bark River.
7. Please replace Pamela F. Reeves with Jennifer Grant in the County Treasurer's Certificate.

In addition, we recommend the following:

8. There is an area of hydric inclusions soils (seasonal high groundwater estimated 3' or less from the ground surface) in the vicinity of Lots 5, 6, 16 and 17. We recommend that soil testing be completed to establish minimum basement floor elevations for lots with these conditions to achieve a one-foot separation from estimated high groundwater conditions.
9. Any DNR or Village required wetland setback should be shown on the plat.

SIGNED:

Jason Fruth

Jason Fruth, Planning and Zoning Manager

For information regarding this review, please  
contact Evan Hoier at [ehoier@waukeshacounty.gov](mailto:ehoier@waukeshacounty.gov)

Enclosure: Environmental Health Division letter (3/24/25)

cc: Village of Summit Deputy Clerk, [deputyclerk@summitvillage.org](mailto:deputyclerk@summitvillage.org) (e-mail)  
Village of Summit Planner [planner@summitvillage.org](mailto:planner@summitvillage.org) (e-mail)  
Genesee Lake Road, LLC [john.stoker@vci-wi.com](mailto:john.stoker@vci-wi.com) (e-mail)  
Mark Ellena, Engineer [mellena@eeceng.com](mailto:mellena@eeceng.com) (email)  
John Downing, PLS, [john@landtechwi.com](mailto:john@landtechwi.com) (email)  
WE Energies, Plat Review, [co-subdivisionsgroup@we-energies.com](mailto:co-subdivisionsgroup@we-energies.com), [Nicole.warwick@we-energies.com](mailto:Nicole.warwick@we-energies.com), [robin.maurer@we-energies.com](mailto:robin.maurer@we-energies.com), [travis.kluewer@we-energies.com](mailto:travis.kluewer@we-energies.com) (e-mail)  
AT&T, Plat Review, [jo2376@att.com](mailto:jo2376@att.com) (e-mail)  
Amy Rosebrough, State Archaeologist, [statearchaeologist@wisconsinhistory.org](mailto:statearchaeologist@wisconsinhistory.org) (e-mail)  
Southeastern Wisconsin Regional Planning Commission (SEWRPC), [joel.dietl@sewrpc.org](mailto:joel.dietl@sewrpc.org) (e-mail)  
Department of Natural Resources, [dale.rezabek@wisconsin.gov](mailto:dale.rezabek@wisconsin.gov) (e-mail)  
File

VILLAGE OF SUMMIT  
37100 Delafield Road, Summit, WI 53066

Permit #: 2025-08  
Date: 08/07/2025

Tax Key No: 0678996

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

Owner Genesee Lake Road LLC  
Address N118 W18531 Bunsen Drive, Germantown, WI 53022  
Phone Number (262) 252-7100 E-Mail john.stoker@vci-wi.com  
General Contractor Genesee Lake Road LLC  
Address N118 W18531 Bunsen Drive, Germantown, WI 53022  
Phone Number (262) 252-7100 E-Mail john.stoker@vci-wi.com

PROJECT LOCATION South side of Genesee Lake Road approx. 1/2 mile east of Sawyer Road  
Building Address Approx. 35401 Genesee Lake Road, Oconomowoc, WI 53066  
Zoning District R-1 Estate Residential

PERMIT REQUESTED FOR:

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

TYPE OF CONSTRUCTION:

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

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

SIZE OF DISTURBED Area (acres): 24.0

DOCUMENTATION SUBMITTED:

See BARK RIVER CONSERVANCY CIVIL PLAN SET\_07-25-25 by Ellena Engineering Consultants

(Item) (Date of Revision)

PERMIT FEES:

Less than 1 Acre Disturbed: (\$50.00)  
Other: (\$50.00 per disturbed Acre) 24.0 Acres X \$50.00=  
TOTAL FEES  
FEE  
\$1,200.00  
\$1,200.00

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

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

APPLICANT SIGNATURE: *Dean A. Fredrick* DATE: August 2, 2025

REVIEWER'S SIGNATURE: *D. P. L.* APPROVAL DATE: 08/07/2025



FEES \$15.00  
CYL # 1032

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

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

**VILLAGE OF SUMMIT**  
**APPLICATION FOR PERMIT TO EXCAVATE, CONSTRUCT, MAINTAIN OR**  
**REPAIR FACILITIES IN PUBLIC RIGHT-OF-WAY**  
(Pursuant to Wisconsin Statutes and Village of Summit Municipal Code)

<b>BUSINESS/APPLICANT INFORMATION</b>		<b>DATE</b> August 21, 2025
Business/Applicant Name	Genesee Lake Road LLC	Business Contact Dean Frederick
Business/Applicant Address	N118 W18531 Bunsen Drive	Suite/Unit #
Business/Applicant City	Germantown, WI	State ZIP 53022
Business/Applicant Phone	(262) 252-7100	Business/Applicant Email trdaf@msn.com
<b>ROW WORK PROPOSAL</b>		Start Date September 2, 2025 End Date December 15, 2025
Location of Proposed Work (Highway or Street Right-of-Way)		
South ROW of Genesee Lake Road		
Description of Location (Street Address, Quarter Section, etc.) For each job location, attach a copy of a drawing. Approx. 35401 Genesee Lake Road, Lands in the SW ¼ of the NE ¼ of Sec. 26, R07N, T17E		
Type of Work Proposed – Road: <input checked="" type="checkbox"/> No Cut <input type="checkbox"/> Pavement Cut <input type="checkbox"/> Jack & Bore/Directional Drill <input type="checkbox"/> Curb Cut (Driveway)		
Type of Work Proposed – Service:		
<input type="checkbox"/> Cable/Telephone <input type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Culvert Required, Size: _____ inches <input type="checkbox"/> Sanitary Sewer <input type="checkbox"/> Storm Sewer <input type="checkbox"/> Water Utility <input checked="" type="checkbox"/> Other: New Road Intersection Construct <input type="checkbox"/> Placement of Dumpster, Mobile Storage, Trailer, Construction/Demo Unit		
Description of Work Proposed (include start/end dates; for dumpsters or units in the ROW – include size of units and if overnight storage is requested)		
Construction on Meadow Park Pl intersection with Genesee Lake Road to include accel/decel lanes & tracking pad		

**APPLICANT SIGNATURE**

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

Signature of Applicant or Applicant Representative	Title	Date
	Authorized Represent:	August 21, 2025
Printed Name Dean A Frederick		

**PERMIT APPROVAL**

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

Director of Public Works or Designee	Date	Permit No.
	8/26/2025	2025-44



July 2, 2025

John Stoker  
Genesee Lake Road LLC  
N118 W18531 Bunsen Dr  
Germantown WI 53022  
Via email: john.stoker@vci-wi.com

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

Permittee Name: Genesee Lake Road LLC  
Site Name: Bark River Conservancy  
FIN: 100014

Dear Permittee:

The Wisconsin Department of Natural Resources received your Water Resources Application for Project Permits or Notice of Intent, on June 20, 2025, for the Bark River Conservancy site and has evaluated the information provided regarding storm water discharges from your construction site. We have determined that your construction site activities will be regulated under ch. 283, Wis. Stats., ch. NR 216, Wis. Adm. Code, and in accordance with Wisconsin Pollutant Discharge Elimination System (WPDES) General Permit No. WI-S067831-06, Construction Site Storm Water Runoff. All erosion control and storm water management activities undertaken at the site must be done in accordance with the terms and conditions of the general permit.

The **Start Date** of permit coverage for this site is July 02, 2025. The maximum period of permit coverage for this site is limited to 3 years from the **Start Date**. Therefore, permit coverage automatically expires and terminates 3 years from the Start Date and storm water discharges are no longer authorized unless another Notice of Intent and application fee to retain coverage under this permit or a reissued version of this permit is submitted to the Department 14 working days prior to expiration.

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

<http://dnr.wi.gov/topic/stormwater/construction/forms.html>

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,



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

ENCLOSURE: Certificate of Permit Coverage



# CERTIFICATE OF PERMIT COVERAGE

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

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

## EROSION CONTROL COMPLAINTS

should be reported to the WDNR Tip Line at  
**1-800-TIP-WDNR (1-800-847-9367)**

Please provide the following information to the Tip Line:

WDNR Site No. (FIN): 100014

Site Name: Bark River Conservancy

Address/Location: JUST EAST OF RAVINIA PARK SUBDIVISION Village of SUMMIT


Additional Information:

Landowner: Genesee Lake Road LLC

Landowner's Contact Person: John Stoker

Contact Telephone Number: (262) 252-7100

Permit Start Date: July 02, 2025

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

ORDINANCE NO. 143-2025

AN ORDINANCE  
TO CONDITIONALLY REZONE CERTAIN LANDS  
IN THE VILLAGE OF SUMMIT AS PART OF THE ZONING AND SHORELAND  
PROTECTION ORDINANCE FROM THE A-1 AGRICULTURAL DISTRICT (SECTION  
111-357) TO THE R-1 ESTATE RESIDENTIAL DISTRICT – CONSERVATION  
DEVELOPMENT (SECTION 111-347) ON PROPERTY LOCATED IN PART OF THE NW ¼  
AND NE ¼ OF SECTION 26, T7N, R17E (SUMT0678996), LEGALLY DESCRIBED IN  
EXHIBIT A; AND TO CONDITIONALLY AMEND THE OFFICIAL ZONING MAP OF THE  
VILLAGE OF SUMMIT.

WHEREAS, pursuant to Section 111-386(b)(1) of the Village Code, a petition has been filed by Genesee Lake Road LLC (APPLICANT) on behalf of Mary Alice Eschweiler (PROPERTY OWNER), as the owner of certain lands in the Village of Summit, to rezone certain lands legally described in Exhibit “A” and illustrated in Exhibit “B”, and described as part of the NW ¼ and NE ¼ of Section 26, T7N, R17E (SUMT0678996), which is incorporated herein by reference (the “Subject Lands”); and

WHEREAS, said rezoning petition was submitted in order to rezone the Subject Lands from the A-1 Agricultural District (Section 111-357) to the R-1 Estate Residential District – Conservation Development (Section 111-347) of Chapter 111 “Zoning and Shoreland Protection Ordinance” of the Village Code; and

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

WHEREAS, upon publication of the required “Notice of Public Hearing” and mailing of said “Notice of Public Hearing” to all parties-in-interest as required by Section 111-387(b)(1)b. of the Village Code, the Village Plan Commission held a public hearing on March 20, 2025, as required by Section 111-386(b)(4) of the Village Code; and

WHEREAS, following the March 20, 2025 public hearing, the commissioners considered all the information presented at the public hearing and tabled the matter until the April 17, 2025 meeting; and

WHEREAS, at their meeting on April 17, 2025 the commissioners considered all the information presented at the public hearing, the Plan Commission recommended approval of the rezoning petition of the Subject Lands and determined that the density of 2.3 acres per unit, as provided in the conservation subdivision criteria of the R-1 Residential Zoning District standards,

to be consistent with the Village of Summit's 2045 Comprehensive Plan SF Residential 2.4-acre per unit density category, subject to certain conditions, to the Village Board; and

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

WHEREAS, having determined that all procedural and notice requirements have been satisfied, having given the matter due consideration, and having based its determination on the effect of the granting of such rezoning on the health, safety, and welfare of the community and the immediate neighborhood in which said rezone will be located, and having given due consideration to the municipal problems involved as well as the impact on the community as to noise, dust, smoke, odor, and others, hereby determines that the rezoning will not violate the spirit or intent of Chapter 111 of the Village Code, will not be contrary to the public health, safety, or general welfare of the Village of Summit, will not be hazardous, harmful, noxious, offensive, or a nuisance by reason of noise, dust, smoke, odor, or other similar factors and will not, for any other reason, cause a substantial adverse effect on the property values and general desirability of the neighborhood as long as the rezone is conducted pursuant to the following conditions and in strict compliance with the same and is consistent with the recommendations found in the Village of Summit Comprehensive Plan;

WHEREAS, the Village Board has included several conditions of its approval of the rezoning petition as defined and approved on May 8, 2025.

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

SECTION 1: The Zoning Map of the Village of Summit is hereby amended to rezone the Subject Lands from the A-1 Agricultural District (Section 111-357) to the R-1 Estate Residential District – Conservation Development (Section 111-347) on the Subject Property. The wetland conservancy district and environmental corridor and floodplain overlay districts will remain unchanged. This rezoning is subject to the following conditions being met:

1. **COMPLIANCE WITH PLAT:** This rezone is not effective until a Subdivision Plat is reviewed and approved by the Village of Summit and recorded by Waukesha County Register of Deeds in substantial conformance with the Preliminary Plat revised on February 26, 2025 and presented at the March 20, 2025 and April 17, 2025 Plan Commission meetings.
2. **RESIDENTIAL DENSITY/PRESERVATION LANDS:** This rezone is not effective until the Village Board, following a recommendation from Plan Commission, confirms that the density calculations are consistent with the 2045 Comprehensive Plan and comply with the Zoning Ordinance, and that Plan Commission has approved the establishment of "preserved

lands” pursuant to the criteria and development goals set forth in Village Code subsection 111-129(2)(c) & (3). Compliance with the preservation of lands criteria will be determined as part of the Preliminary Plat review by Plan Commission and Village Board. *This condition has been satisfied.*

3. **SUBJECT TO REIMBURSEMENT OF EXPENSES:** As a condition precedent to this conditional rezone approval taking effect, the Property Owner shall pay all fees, costs, and assessments due and owing to the Village of Summit, and for reimbursement of any expenses, costs and disbursements which have been incurred by the Village of Summit in the drafting, review or enforcement of this conditional rezone approval, including without limitation by reason of enumeration, design, engineering, inspection and legal work.
4. **PROPERTY OWNER & APPLICANT ACKNOWLEDGMENT:** The Property Owner and Applicant shall acknowledge and accept all conditions of this approval. This condition will be satisfied upon the Property Owner and Applicant signing the ordinance after adoption by the Village Board.

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

SECTION 3: The Property Owner is hereby put on notice that the Village of Summit may rezone the lands or portions thereof subject to this conditional rezoning ordinance to the A-1 Agricultural District (Section 111-357) if the conditions of this ordinance are not fully complied with.

#### SECTION 4: SEVERABILITY.

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

#### SECTION 5: EFFECTIVE DATE.

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

This Ordinance passed this 8<sup>th</sup> day of May, 2025.

VILLAGE OF SUMMIT

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

Attest: \_\_\_\_\_  
Debra Michael, Village Administrator – Clerk/Treasurer

Published/Posted the \_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVAL OF SUBJECT PROPERTY OWNER & APPLICANT

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

SUBJECT PROPERTY OWNER & APPLICANT

Genesee Lake Road LLC

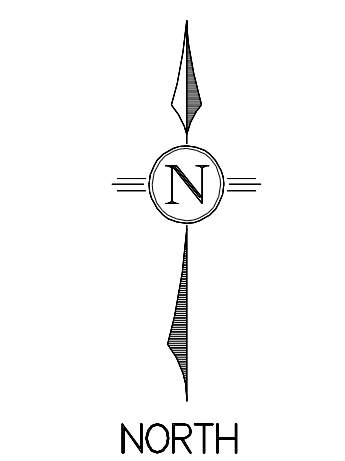
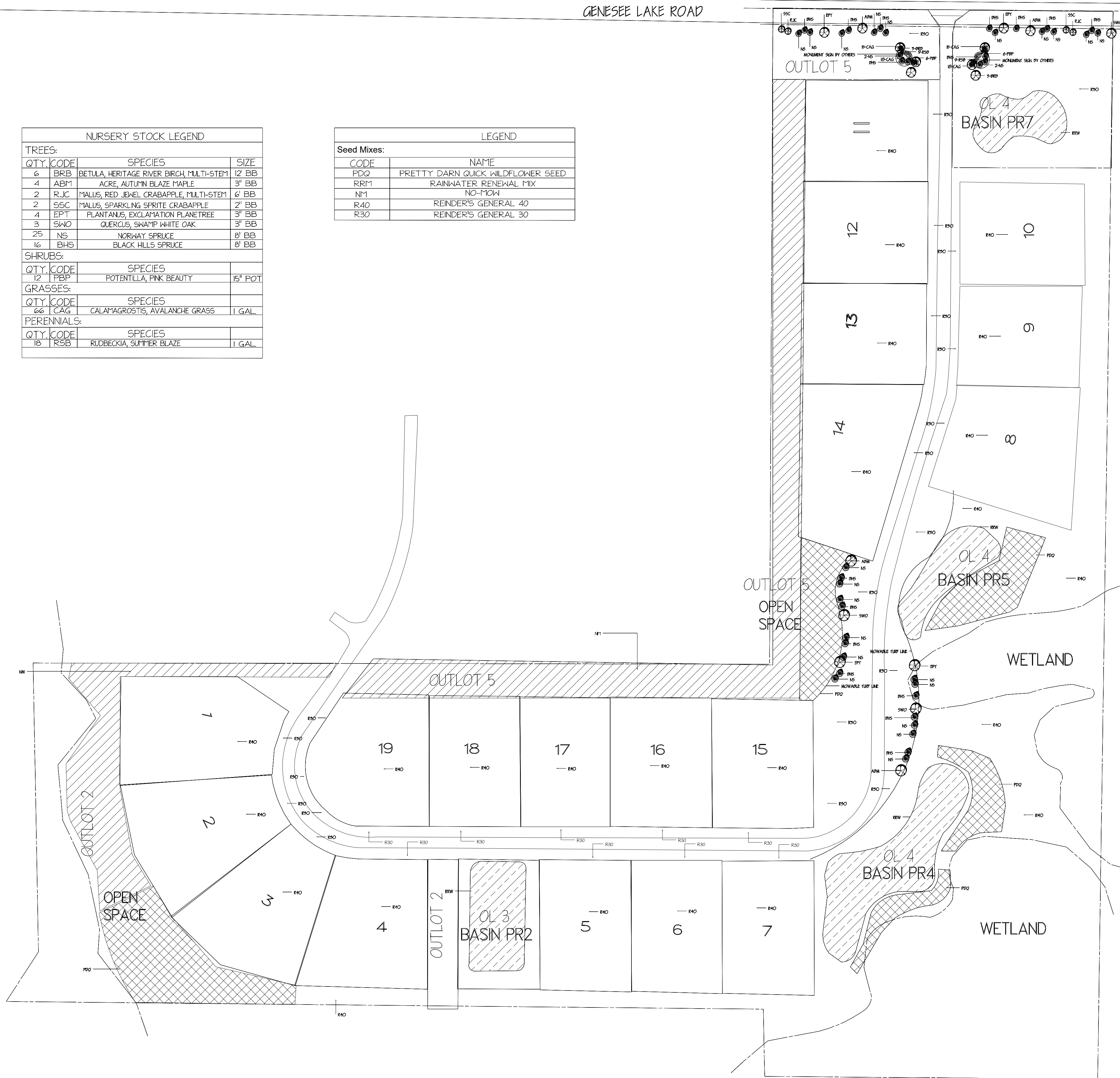
By: \_\_\_\_\_  
Authorized Signatory

This instrument drafted by  
Amy Barrows, Village Planner

GENESEE LAKE ROAD

NURSERY STOCK LEGEND			
TREES:			
QTY	CODE	SPECIES	SIZE
6	BRB	BETULA, HERITAGE RIVER BIRCH, MULTI-STEM	12" BB
4	ABM	ACRE, AUTUMN BLAZE MAPLE	3" BB
2	RJC	MALUS, RED JEWEL CRABAPPLE, MULTI-STEM	6" BB
2	SSC	MALUS, SPARKLING SPRITE CRABAPPLE	2" BB
4	EPT	PLANTANUS, EXCLAMATION PLANETREE	3" BB
3	SWO	QUERCUS, SWAMP WHITE OAK	3" BB
25	NS	NORWAY SPRUCE	8' BB
16	BHS	BLACK HILLS SPRUCE	8' BB
SHRUBS:			
QTY	CODE	SPECIES	SIZE
12	PBP	POTENTILLA, PINK BEAUTY	15" POT
GRASSES:			
QTY	CODE	SPECIES	SIZE
66	CAG	CALAMAGROSTIS, AVALANCHE GRASS	1 GAL.
PERENNIALS:			
QTY	CODE	SPECIES	SIZE
15	RSB	RUDBECKIA, SUMMER BLAZE	1 GAL.

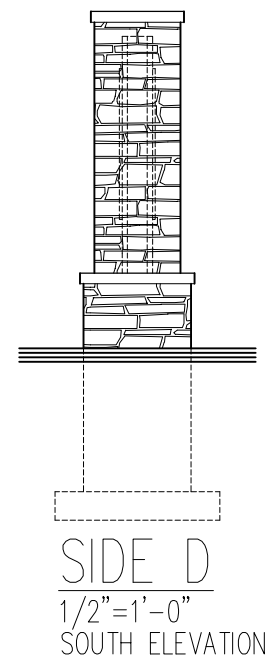
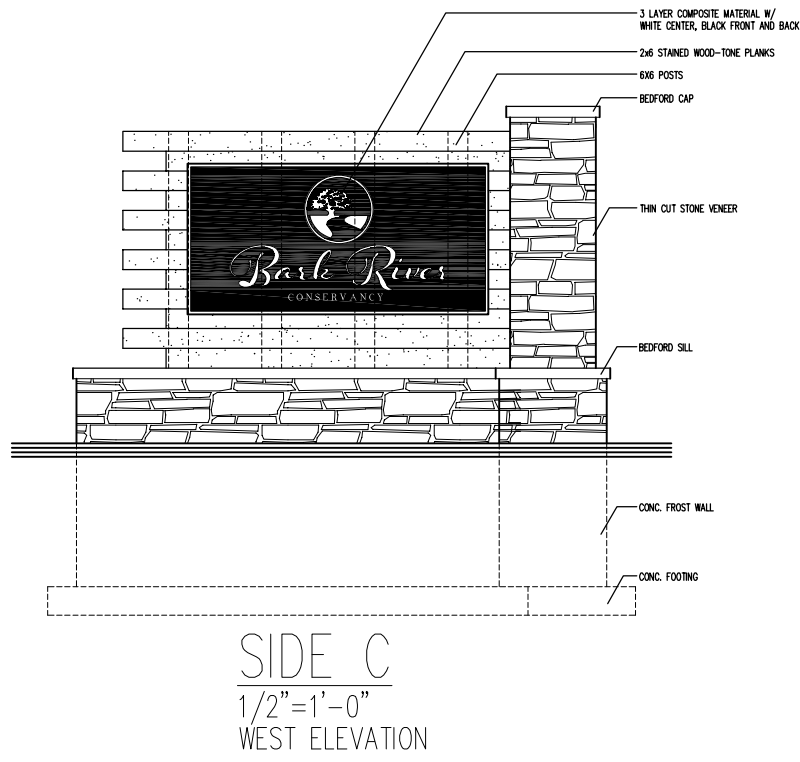
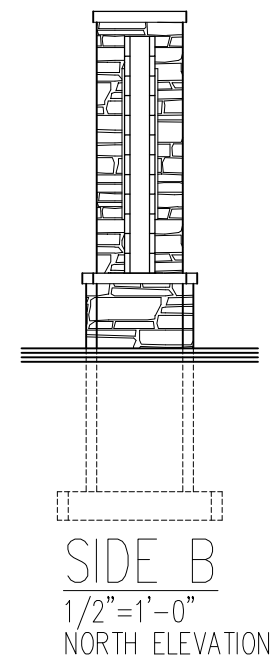
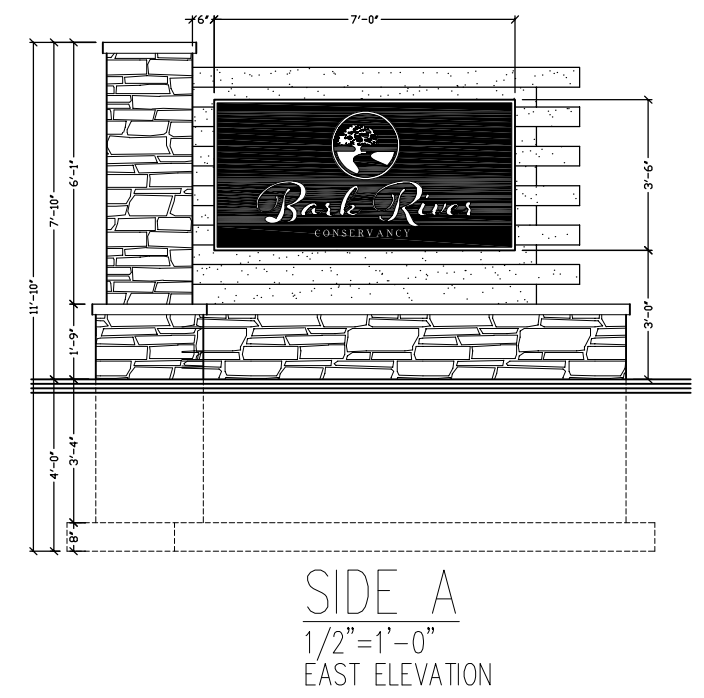
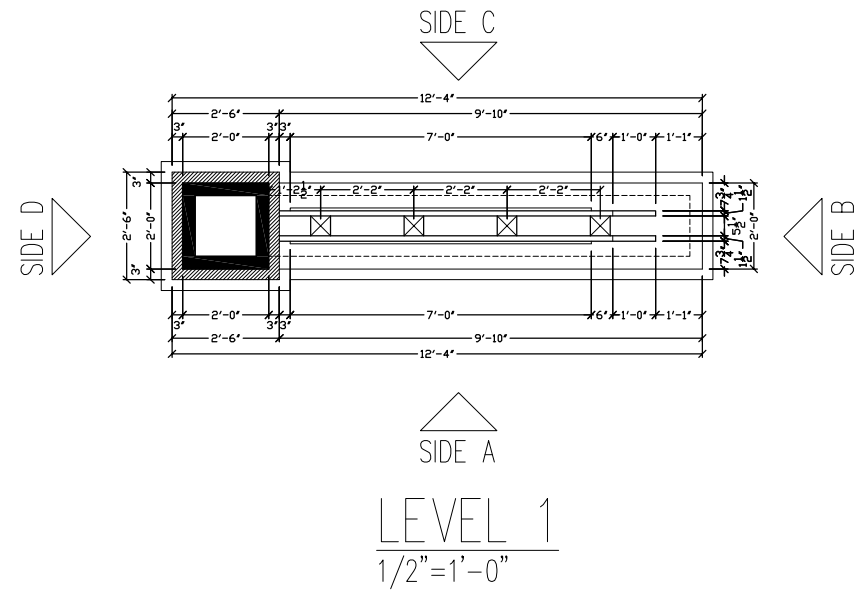
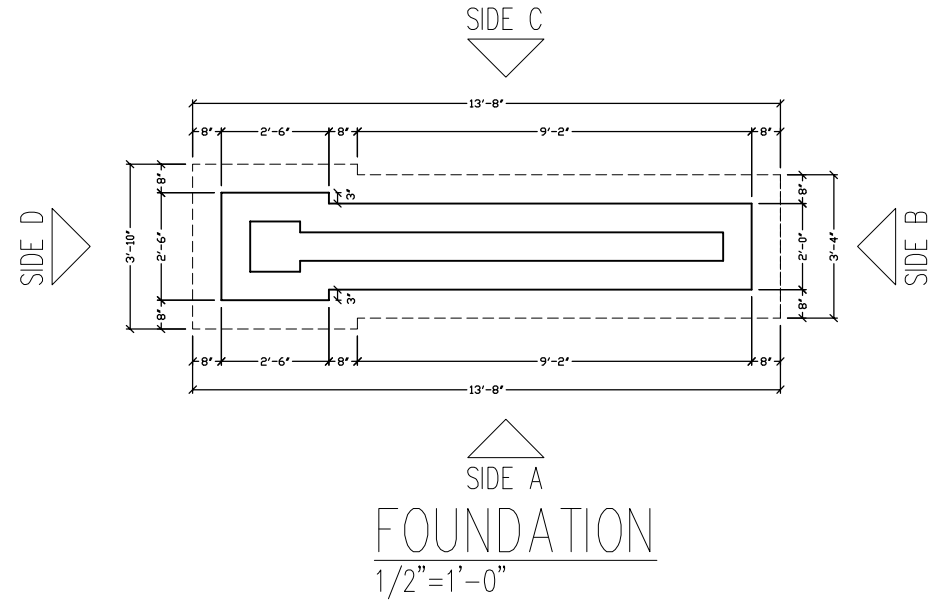
LEGEND	
Seed Mixes:	
CODE	NAME
PDQ	PRETTY DARN QUICK WILDFLOWER SEED
RRM1	RAINWATER RENEWAL MIX
NM1	NO-MOW
R40	REINDER'S GENERAL 40
R30	REINDER'S GENERAL 30



BARK RIVER CONSERVANCY  
LANDSCAPE DESIGN

DATE: 9/15/2025  
SCALE: 1"=100'  
DRAWING #

D. FATLA  
Powered by DynaSage®



VICTORY HOMES OF WISCONSIN, INC.  
"Building For The Way You Live"  
1115 WISCONSI BUSINESS DRIVE  
GERMANTOWN, WISCONSIN 53925  
PH: (262) 252-1100 / FAX: (262) 252-7109

THESE DRAWINGS ARE THE PROPERTY OF VICTORY HOMES AND SHALL NOT BE REPRODUCED, COPIED, OR REALED OTHER IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF VICTORY HOMES. VICTORY HOMES IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES, ARISING FROM THESE DRAWINGS. IT IS THE RESPONSIBILITY OF THE CLIENT TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES. VICTORY HOMES MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE QUALITY OF MATERIALS AND WORKMANSHIP. VICTORY HOMES SHALL NOT BE RESPONSIBLE FOR THE QUALITY OF MATERIALS AND WORKMANSHIP.

CLIENT: BARK RIVER CONSERVANCY MONUMENT SIGN		BARK RIVER CONSERVANCY	
TITLE:	DATE:	DATE:	SQ. FEET:
22510-2	10/8/25	10/10/25	N/A
PRINT #:	SCALE:	BY:	PAGE #:
22510-2	1/8"=1'-0"	JRS	1/1

REVISIONS	
DATE:	DESCRIPTION:
10/10/25	JRS REQUESTED REVISIONS
10/10/25	JRS REQUESTED REVISIONS
10/20/25	JRS REQUESTED REVISIONS

Bark River Conservancy  
Summit, WI

Document Number	<p align="center"><b>DECLARATION OF RESTRICTIONS AND COVENANTS</b></p> <p align="center">Document Name</p>	<div data-bbox="711 814 1149 840" data-label="Text">Recording Data</div> <div data-bbox="711 840 1149 978" data-label="Text"> <p>Name and Return Address          Joe A. Goldberger          North Shore Legal          13460 N. Silver Fox Drive          Summit, Wisconsin 53097</p> </div> <div data-bbox="711 978 1149 1050" data-label="Text"> <p>Tax Key No. SUMT 0678996</p> </div>
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**DECLARATION OF RESTRICTIONS AND COVENANTS**

**FOR**

**BARK RIVER CONSERVANCY**

**DECLARATION OF RESTRICTIONS AND COVENANTS  
FOR  
BARK RIVER CONSERVANCY  
SUMMIT, WISCONSIN**

This Declaration is made this \_\_\_ day of \_\_\_\_\_, 2025 by Genessee Lake Road, LLC, a Wisconsin limited liability company (hereinafter the “Developer”)

**RECITATIONS**

WHEREAS, Developer owns the lands located in the Village of Summit, Waukesha County, Wisconsin, described on Exhibit A attached hereto (the “Subdivision”); and

WHEREAS, the Developer has caused the final plat of Bark River Conservancy (the “Subdivision”), to be platted and recorded as a subdivision consisting of nineteen (19) lots, and certain Common Areas hereafter defined; and

WHEREAS, Developer desires to subject the residential lots as platted within the Subdivision, as well as all other portions of the Subdivision to the conditions, restrictions, covenants, reservations and easements hereinafter set forth for the benefit of the Subdivision as a whole and for the benefit of each Lot Owner for the purpose of creating a desirable use of the land within the Subdivision in an aesthetically pleasing residential environment;

**DECLARATION**

NOW THEREFORE, Developer hereby declares that the real estate described on the attached Exhibit A and all portions thereof (except for dedicated streets and utilities) shall be used, held, leased, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and shall pass with each Lot as covenants running with the land and shall apply to and bind all successors, users and owners in interest.

**DEFINITIONS; PURPOSE & USE RESTRICTIONS**

1.01 DEFINITIONS.

a) “Architectural Board,” “Board,” or “Board of Directors” shall mean the officers of the Association appointed or elected in accordance with Section 3 of this Declaration who shall serve as members of the Architectural Board and shall operate and manage the Association as a Board of Directors. The term “Board” as used herein, shall refer to each of the Architectural Board and the Board of Directors.

b) “Assessment” shall mean any General or Special Assessment as provided for in this Declaration.

c) "Association" shall mean Bark River Conservancy Homeowners Association, Inc. a nonprofit, non-stock homeowner's association, which shall be created pursuant to this Declaration and the laws of the State of Wisconsin.

d) "Bylaws" shall mean the bylaws of the Association, as amended from time to time.

e) Intentionally omitted.

f) "Common Area" or "Common Areas" shall mean any outlot, or other area within the Subdivision which is not a Lot as identified in this Declaration or on the subdivision plat, and includes, without limitation, all such areas and improvements thereto which may be conveyed by the Developer to the Association and any dedicated Street or other dedicated area for which the Village has not assumed responsibility for maintenance. Fee title to all Common Areas shall vest in the Association upon its formation by execution and filing of the Articles of Incorporation and no further conveyancing document shall be necessary to vest title to the Common Areas in the Association.

g) "Declaration of Restrictions" shall mean the Bark River Conservancy Declaration of Covenants Restrictions as recorded in the office of the Register of Deeds for Waukesha County, Wisconsin.

h) "Detention Ponds" mean the detention ponds located on Outlots 3 and 4 as depicted on the plat of Bark River Conservancy.

i) "Developer" shall mean Genessee Road, LLC, a Wisconsin limited liability company.

j) "Developer Landscaping" shall mean all landscaping performed by the Developer on or with respect to the Common Areas, Outlots and to certain Lots in the Subdivision.

k) "Development Agreement" shall mean the Subdivider's Agreement entered into between Developer and the Village (as hereinafter defined) recorded as Document No. \_\_\_\_\_ and a copy of which is on file with the Village Clerk of the Village of Summit.

l) "Family" shall mean one or more persons who are living, sleeping, cooking and eating on the premises as a single housekeeping unit but shall exclude any person or group of persons occupying such premises where three or more of such persons (other than household employees) are not related by blood, marriage or adoption.

m) "Home" shall mean a residential building designed and used as a dwelling for one Family (which shall not include any attached garage).

n) "Lot" shall mean a platted lot within the Subdivision identifiable by reference to a lot number, regardless of whether such property is currently platted or platted at some future time. The term "Lot" does not include any other Common Area or Outlot.

o) "Lot Owner," "Lot Owners", "Co-Owners" or "Owner" shall mean the holder(s) of a legal or equitable ownership interest in fee simple record title to a Lot, regardless of the type of tenancy or estate, and shall include land contract vendees if in possession, but shall not include the holder of any leasehold interest or any mortgage or consensual lien prior to acquisition of legal or equitable title.

p) "Outlots" mean the outlots as identified on the plat of Bark River Conservancy

q) "Property" shall include a Lot and all improvements thereto.

r) Intentionally omitted.

s) "Section" shall mean all those provisions within a numbered heading of this Declaration.

t) "Structure" and "Improvement" shall be synonymous and shall both mean and include any and all of the following, regardless of whether temporary or permanent in character or intended use: buildings, outbuildings, sheds, tents, booths, garages, car-ports, above ground storage facilities, parking areas, exterior lighting or electric fixtures, antennas, towers, poles or bug control devices; fences, retaining or other walls, fountains, above or in-ground swimming or wading pools; plantings; driveways, sidewalks or walkways; pet kennels or run lines, screened or other types of porches, patio or gazebos, tree houses or other exterior play equipment including skateboard ramps, any and all forms of landscaping, and any other type of equipment or facility for any decorative, recreational or functional purpose of any kind (including, without limitation, additions or alterations to or deletions from any of the foregoing) not located and concealed entirely below ground level, unless located entirely within the exterior perimeter walls of the single family building constructed on the Lot. Use of the phrase "structure or improvement" or any other use of such words shall not imply different meanings for such terms.

u) "Subdivision" shall mean the lands described on the attached Exhibit A, excluding lands now or hereafter dedicated to the Village.

v) "Village" shall mean the Village of Summit, Waukesha County, Wisconsin.

#### 1.02 GENERAL PURPOSE.

The general purpose of this Declaration is to help assure that the Subdivision will become and remain an attractive and safe residential area and in furtherance of such purpose: to preserve and maintain high aesthetic standards for all Improvements, as well as the natural beauty of certain open spaces and Common Areas within the Subdivision; to help assure the best use and most appropriate development and improvement of each Lot; to protect owners of Lots against use of surrounding Lots which may detract from the residential value or enjoyment of their Property; to guard against the erection or maintenance of garish or poorly designed or proportioned Structures; to obtain a harmonious and aesthetically pleasing blend of materials, Structures, and color schemes; to insure a residential development of the Subdivision consistent with high

aesthetic standards and the purposes for which each such Lot is platted; to encourage and secure the erection of attractive residential Structures with appropriate locations on the Lots; to prevent installation of Improvements which may adversely affect the aesthetic appearance of a Lot or surrounding area; to secure and maintain a proper spatial relationship of buildings, Structures and other Improvements; and to otherwise secure mutual enjoyment of benefits for owners and occupants of residential Property within the Subdivision.

### 1.03 INTERPRETATION

It is expected that the enforcement of this Declaration of Restrictions and its provisions will, from time to time, be subject to interpretation. In those instances where an interpretation of the provisions of this Declaration of Restrictions is required because there is no definitive rule or procedure to be followed, or because this is a question regarding an intangible concept, for example the determination of whether a proposed Structure is “harmonious” or “aesthetically pleasing”, the interpretation shall be made by the Architectural Board and that interpretation shall be binding upon the Lot Owner.

### 1.04 GENERAL RESTRICTIONS ON USE OF LOTS AND HOMES.

- a) Each Lot shall be used solely for residential purposes by one Family, except that business activities may be conducted in or from any Home if confined solely to the transaction of business by telephone and permitted by the Zoning Code of the Village for Lots in single family residential zoning districts. The term “residential purposes” shall include only those activities necessary for or normally associated with the use and enjoyment of a building designed as a dwelling for one family as a place of residence and limited recreation.
- b) Only one Home may be constructed on each Lot and no garage, tent, or other Improvement (except for the Home) shall be used for temporary or permanent living or sleeping for Family members or guests without the prior written approval of the Board.
- c) Each Lot and all front, side and rear yards shall be maintained by the Lot Owner so as to be neat in appearance when viewed from any street or other Lot, and if not so maintained, the Association may perform yard maintenance, charge the costs there to the Lot Owner and levy as a Special Assessment against the Lot. Developer may but, shall not be obligated to improve any areas of the subdivision with grass or plantings or to cut grass or foliage growing in a natural environment.
- d) No Lot shall be used in whole or in part for conducting any unlawful activity or for any unlawful purpose. No noxious odors or loud noises shall be permitted to escape from any Property, nor shall any activity be permitted or engaged in which constitutes a public or private nuisance.
- e) Each Lot and the Improvements constructed thereon shall be used in compliance with all the provisions of this Declaration.

### 1.05 USE AND MAINTENANCE OF COMMON AREAS: IMPROVEMENTS IN RIGHT

OF WAYS.

- a) All Common Areas shall be used as open space for the common benefit of the Subdivision and not for recreational or other activities by any Lot Owner unless previously approved by the Association (which approval, if given, may be revoked at any time).
- b) Any signs, monuments, structures or systems constructed by Developer or the Association on any Common Areas shall be properly maintained by the Association.
- c) The Association shall maintain all Common Areas so as to be neat and attractive in appearance. No Lot Owner shall erect any structure or improvement in the Common Areas.

1.06 RESTRICTIONS ON USE OF TRUCKS, TRAILERS, BOATS AND RECREATIONAL VEHICLES.

Recreational Vehicles (which shall include snowmobiles, trail bikes, travel trailers, vans, motor homes, dune buggies and other off-street motorized vehicles of any kind), trucks and motorcycles shall not be parked, kept or stored on any Common Area or undeveloped area of the Subdivision, nor shall any such Recreational Vehicle, truck or motorcycle be parked, kept, or stored on any Lot outside an enclosed garage, without the prior approval of the Board (which may be withheld on the basis of aesthetics if for no other reason). Recreational Vehicles and motorcycles shall not be used or operated on any Lot or otherwise within the Subdivision except on dedicated streets in accordance with applicable traffic laws.

1.07 ANIMALS AND PETS.

No livestock, poultry, reptile or other animal of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, and other normal household pets (as may be approved by the Board from time to time) may be kept so long as they are not kept, bred or maintained for any commercial purpose or in an unreasonable number or manner. The right of any Lot Owner to keep such a pet on any Lot is subject to the condition that the pet is not allowed to unreasonably annoy any other Lot Owner and is not allowed to run at large.

1.08 GARBAGE AND REFUSE.

No Lot shall be used or maintained for dumping or storage of trash, garbage, or debris of any kind, except for temporary storage prior to prompt collection in sanitary covered containers suitably screened from view from streets and adjoining Lots. There shall be no burning or burial of any garbage, trash, or debris at any time, other than for burning of leaves and light brush if approved by the Board and if such burning is in compliance with local ordinances.

1.09 DEVELOPER LANDSCAPING: EASEMENTS: MAINTENANCE BY LOT OWNERS.

In order to preserve the natural amenities of the Subdivision and to provide for the enhancement of property values for the benefit of the Subdivision as a whole and for the benefit of each Lot Owner, Developer has and will install substantial landscaping improvements. The Developer Landscaping may but, is not required to include various hedge and screen plantings, berms, trees, shrubbery, entrance landscaping and monuments or signs, and related landscaping which are to be constructed and/or planted by the Developer on certain Lots and Common Areas in the Subdivision.

a) This Declaration hereby grants an easement upon, across, over and through all of the Lots and Common Areas of the Subdivision, for the purpose of allowing Developer and its agents ingress and egress in order to accomplish the construction or planting of any of the Developer Landscaping. This easement shall terminate upon the Developer's delivery of a certificate of completion to the Association, indicating that all work on the Developer Landscaping has been completed.

b) The Association shall be responsible for maintaining and repairing the Developer Landscaping constructed and or planted on Common Areas. Such responsibility shall include, but is not limited to, the seeding, watering and mowing of all lawns, the pruning, cutting and replacement of all trees and shrubbery so as to maintain the Common Area landscaping in an attractive condition. An irrevocable right and easement is hereby granted for the benefit of the Association to enter onto Lots to obtain ingress and egress necessary to maintain and make repairs to the Common Areas and Storm Water Management facilities. The costs of such maintenance and repairs will be levied by the Association equally against all Lot Owners, other than the Developer, as a General Assessment as hereinafter defined.

c) All easements and rights described in this Section are easements appurtenant, running with the land and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to and shall inure to the benefit of and be binding on, the Lot Owners, purchasers, mortgagees, lessees and occupants and their heirs, personal representatives, successors and assigns.

## **CONSTRUCTION OF IMPROVEMENTS – ARCHITECTURAL CONTROL**

### **2.0 ARCHITECTURAL CONTROL.**

No building, swimming pool, gazebo, fence, wall, driveway, tennis court, light post, landscaping or other structure or improvement shall be constructed, erected, placed, altered or maintained on any Lot in the Subdivision without the approval of the Architectural Board. For any undertaking requiring the approval of the Architectural Board, three sets of plans [including construction plans with roof, siding and trim colors, site plans, grading plans (where necessary) and landscaping plans, including driveway location] shall be submitted to the Architectural Board. If and when plans are approved, two sets of the approved plans shall be signed, dated and returned by the Architectural Board to the Lot Owner as evidence of such approval. Any minor changes or revisions

required by the Architectural Board may be noted as an exception to the approval on the plans and detailed in a letter to the Lot Owner. The Architectural Board may also request that revisions be first made to the plans by the owner's agent before approval is given. Once the Architectural Board has granted approval, all such approved plans shall be strictly adhered to by the Lot Owner, unless subsequent changes are approved, in writing, by the Architectural Board. The Architectural Board shall consist of one to three members, appointed by the Developer, until such time as a single-family home has been constructed on each Lot. Thereafter, the number of and members of the Architectural Board shall be determined by the Association.

In approving or disapproving proposed plans and specifications, the Architectural Board may take into consideration the suitability of the proposed building or other structure or improvement, its design, elevation, color, construction materials, its harmony with surrounding buildings, its proposed location on any Lot, the view from other properties in the Subdivision, and such other matters of terrain, environmental impact, aesthetics, and the impact of the proposed plans on other Lots in the Subdivision. The Architectural Board shall have the right to waive minor infractions or deviations from these restrictions in the case of hardship and/or in furtherance of the intent of these restrictions. Any determination of the Architectural Board shall be final and conclusive as to all persons then or thereafter owning Lots covered by these restrictions. The Architectural Board shall not be liable for actions taken, plans approved or disapproved, provided such acts or decisions are made in good faith.

ANY LOT OWNER WHO CAUSES OR ALLOWS ANY IMPROVEMENTS TO BE CONSTRUCTED, INSTALLED, MAINTAINED OR ALTERED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL BOARD MAY BE REQUIRED TO REMOVE SUCH IMPROVEMENT IN ITS ENTIRETY AT THE LOT OWNER'S EXPENSE.

In addition to the requirements of these restrictions, all construction shall comply with applicable zoning and building code requirements. The Developer and/or the Architectural Board shall have no liability or responsibility in the event it approves plans which fail to comply with applicable zoning or building codes and/or which fail to properly handle site drainage. It is the sole responsibility of the Lot Owner to determine compliance with all applicable zoning and building codes and to obtain all necessary governmental and quasi-governmental approvals prior to the commencement of construction. The Lot Owner shall obtain the approval of the Architectural Board prior to seeking governmental approvals and, in the event that such governing authority requires changes to plans subsequent to approval by the Architectural Board, such changes shall require the written approval of the Architectural Board prior to the commencement of construction.

It is specifically intended that the architectural provisions herein set forth shall provide for the compatibility of architectural styles amongst the various homes that are in close visual proximity, while at the same time avoiding the monotony caused by the duplication of styles. Toward this end, the Architectural Board may evaluate and

approve the use of a particular style of home on any given Lot in the Subdivision. In granting that approval, the Architectural Board may consider the proposed residence in relation to the existing homes or previously approved homes that will be built in close visual proximity to the proposed residence.

## 2.01 ARCHITECTURAL STYLES AND BUILDING MATERIALS.

- a) The Architectural Board appointed pursuant to this declaration, shall encourage the use of architectural styles which are compatible with the surrounding structures and consistent with the topography and nature of the Subdivision. The Architectural Board shall encourage the use of qualified home designers and registered architects, or other equally qualified individuals or firms. The Architectural Board shall discourage and may prohibit the use of architectural styles which it deems unsuitable for the subdivision.
- b) The exterior of all Structures shall be constructed of all-natural building materials such as wood, brick, stone, stucco or a combination thereof. In no event shall the exterior of any Structure consist of metal or vinyl siding, however, “Hardiplank” or similar materials may be used.
- c) The front exterior elevation of residences shall be at least thirty percent (30%) brick, stone or stucco. Exposed poured concrete block foundation walls shall not exceed 12 inches as measured vertically on any residence or accessory structure. Where block or concrete would otherwise be exposed, the exterior material must be extended to within 12 inches of grade.
- d) The roofing on all dwellings shall consist of wood shakes, slate or thirty (30) year dimensional asphalt shingles as approved by the Architectural Board. The Architectural Board, in its sole discretion, may permit or prohibit the use of other types of roofing having substantially the same appearance as the permitted materials, as it may deem appropriate, to preserve the architectural integrity and quality of appearance of dwellings in the subdivision. Further, the Architectural Board may permit the use of other high-quality roof materials which it deems aesthetically pleasing and architecturally appropriate, including but not limited to masonry, metal and/or copper.
- e) All homes must have a fireplace. Direct vent fireplaces are permitted. All chimneys, whether located on an interior or exterior wall, shall be brick, stone or masonry faced with stucco.

The Architectural Board shall have the exclusive right to approve the architectural style and the building materials used and any decision of the Architectural Board shall be final and conclusive.

## 2.02 MINIMUM LIVING AREA AND OTHER REQUIREMENTS.

The Architectural Board shall have the exclusive right to determine whether the following requirements will be satisfied, and any decision of the Architectural Board shall be final and conclusive.

a) Each Home shall have a minimum living area (exclusive of basement, attic, garage, patios and storage areas):

- i) not less than 2700square feet for a one-story Home;
- ii) not less than 3200 for a one-and-a-half story Home;
- iii) not less than 3400 square feet for a two-story Home with a minimum of 2000 square feet on the first floor.;
- iv) no bi-level or tri-level homes shall be permitted.

b) Each Home shall have a basement with a finished floor (exclusive of any crawl space) of not less than 60% of the area of the first floor.

c) No home shall exceed two and one-half stories (excluding the basement) or forty-two feet in height above finish grades, whichever is less.

d) The roof of each Home shall be pitched to rise at least eight (8) inches vertically for each twelve (12) inches horizontally.

e) An attached enclosed garage (for at least three and not more than four cars) shall be constructed at the time of construction of the Home and all exterior portions of the garage shall be completed prior to occupancy of the Home. The garage door may not face the same street that the front door of the Home faces. For any garage which is for three or more cars, the garage doors shall be broken into two or more planes.

f) Lot Owner shall install, at the Lot Owner's expense, one front yard lamppost with photoelectric control and a mailbox. The style of mailbox and of the lamppost and lamp shall be consistent for each Lot and shall be designated by the Architectural Board. The Lot Owner shall complete the installation of the mailbox and front yard lamppost within Ninety (90) days of the issuance of the occupancy permit.

g) Consistent with the Village of Summit Ordinances, the maximum impervious space on any Lot cannot exceed 9,800 square feet, inclusive of driveway, sidewalks, pools, patio and the footprint of the home.

### 2.03 LOCATION: SETBACKS.

a) No Home or garage (including eaves, steps, overhangs, and attached porches, patios and other appurtenances) shall be located on any Lot:

- i) no building shall be closer than 75 feet to the ultimate right-of-way line of any public street, road, or highway upon which the property abuts;
- ii) no building shall be closer than 30 feet to the side or rear lot line;
- iii) buildings or structures housing livestock shall not be erected closer than 50 feet to a side or rear lot line at any point;
- iv) not more than 25 feet from any identified wetland;

v) not closer than 50 feet from the 100-year stormwater pond elevation.

b) Approval by the Zoning Administrator or building inspector of the Village with respect to setbacks or other matters shall not be binding on the Architectural Board in any respect.

c) Notwithstanding the setback requirement specified above, the orientation and precise location of each Home and garage, as well as all other Improvements on the Lot, must be approved in writing by the Architectural Board prior to any construction, it being intended that the Architectural Board may, at its discretion, impose greater set-back requirements than those specified above in order to achieve or maintain the aesthetic appearance for the Subdivision or any portions thereof which the Architectural Board deems advisable.

d) The Architectural Board may, in its discretion, permit Improvements (other than the Home and garage) to be constructed, installed and located on a Lot provided, such permission must be in writing to be effective and may be granted by the Architectural Board. Said Improvements may include, but not be limited to, in-ground swimming pools, if they meet Village ordinances and specifications, (above-ground swimming pools are expressly prohibited); accessory building(s) provided that such accessory building be constructed, (and maintained), of the same materials, architectural style and color as the Home. The approval of a fence, swimming pool or accessory building on any given Lot shall not obligate the Architectural Board to approve any such Improvement on any other Lot.

#### 2.04 LANDSCAPING AND DRAINAGE.

a) No later than six (6) months following issuance of an occupancy permit for a Home, the landscaping plan for the entire Lot as approved by the Architectural Board shall be implemented, installed and completed. The Architectural Board shall encourage the use of native plants and a natural landscape appearance.

b) No fence, wall, hedge, or screen planting shall be installed unless approved in advance by the Architectural Board under Section.

c) Each Lot Owner is responsible for compliance with Master Grade Plan as established by the Village of Summit.

d) In addition to the normal maintenance and mowing of lawn areas on a Lot, the owner of each Lot shall also maintain the lawn and yard area in front of the Lot from the property line (front lot line) to the shoulder of the public roadway. In addition to mowing the area between the Lot line and the road, the Lot Owner shall keep this area free of debris and in all other ways properly maintained. Notwithstanding the foregoing, the Association, in its sole discretion, shall have the right, but not the responsibility, to undertake mowing and/or other lawn maintenance within the Landscape Easement Areas, shown on the Final Plat together with the area between the front Lot line and the road,

throughout the subdivision, and to charge the cost thereof as a common expense.

e) Each Lot Owner shall plant one (1) tree within five (5) feet of the front property line with a minimum diameter of 1.5” in diameter prior to occupancy.

2.05 DRIVEWAY.

Each Lot shall be improved by the Lot Owner with an asphalt, paving stone driveway or concrete driveway, extending from the Roadway abutting the Lot to the garage within six (6) months following issuance of an occupancy permit for the Home. A plot plan showing the location of the drive shall have been submitted to the Architectural Board for its prior approval in accordance with this Section. Said driveway shall extend from the vehicle entry to the garage to an intersection with the public street. If the driveway is installed with a paving stone or concrete driveway, the paving stone or concrete shall be installed no closer than five (5) feet to the traveled portion of the roadway and the area between the concrete drive and the traveled portion of the roadway shall be paved with asphalt. Further, driveway pavement installed within ten (10) feet from the traveled portion of the roadway shall have a rise of not more than five (5) inches, unless approved by the Village Public Works Director.

Driveways shall meet setback provisions as provided in the Village of Summit zoning ordinance. In addition, driveways and culverts shall conform to the Village of Summit code of ordinances, specifically Chapter 24, Article II relating to excavations and driveways, and any required permits shall be obtained by the Village prior to commencement of any work.

2.06 CONSTRUCTION MATERIALS STORAGE.

No building or construction materials shall be stored on any Lot outside of the Home or garage, other than during periods of actual construction or remodeling and then only for so long as may be necessary. Excess excavated material shall not be stored on any Lot during or after construction without the prior approval of the Architectural Board, unless required for finish grading or landscaping.

2.07 WIRES AND ANTENNAS.

a) All utility lines and wiring for gas, electric, telephone and cable television service to a Home, garage or other Improvement shall be installed underground, unless otherwise permitted by the Architectural Board prior to installation.

b) No roof-top, tower-mounted or other external antenna or satellite dish for television or radio reception or for other electronic transmission or reception shall be erected or used without the prior written approval of the Architectural Board.

2.08 SIGNS.

No sign or banner of any kind shall be placed or displayed to public view on any Lot, except: (1) one sign of not more than 6 square feet advertising the Property for sale; and (2) one standard sign (showing the Lot Owner's name) as may be approved by the Architectural Board for uniform use in terms of size, design, appearance and location for each Lot in the Subdivision; and (3) such signs as the Developer or Architectural Board may approve for placement on those Lots for the purpose of advertising Bark River Conservancy Subdivision.

## 2.09 GOVERNMENT RESTRICTIONS.

The Developer, its successors and assigns, and all parties hereafter having an interest in the subdivision, are subject to all rules, codes, regulations and ordinances of the Village of Summit, Waukesha County, the State of Wisconsin and the Federal Government, and the same may be more restrictive than these restrictions. In the event there is a conflict between the requirements of these restrictions and any provision of any Village of Summit, County, State or Federal law or regulation, the more restrictive provisions shall apply. Nothing herein authorizes any modification of, nor does it authorize the Architectural Control Committee to modify, in any way, the rules, codes, regulations and ordinances of the Village of Summit, Waukesha County, the State of Wisconsin and the Federal Government. No release or waiver by the public body and/or public utility requiring same shall be effective unless it is in writing and approved by the governing body. The Subdivision consists of 62.14 acres of land. The Subdivision is restricted to a maximum density of 19 single family lots on the 62.14 acres of land.

To the extent that any specific restriction contained herein is the same as, or is substantially similar to, any specific restriction set forth in or on the subdivision plat, the Developer's Agreement, and/or any approval obtained in conjunction with the development of this subdivision, the inclusion of such restriction herein shall be deemed to constitute the recitation of the restriction required by the public body and/or public utility requiring same, such that same may be enforced, released or waived by the public body and/or public utility having the right of enforcement, in accordance with Sec. 236.293, Wis. Stats., whether or not enforcement rights with respect to such specific restriction are also granted herein to the Owner's Association and/or any other Lot owner. The foregoing shall apply only with respect to specific provisions hereof which were specifically required by a public body, and shall not apply to any general requirement that the Developer establish subdivision restrictions, any general approval of these restrictions by any public body, and/or the mere fact that a public body and/or public utility is granted any enforcement rights herein.

## **THE ASSOCIATION**

### 3.01 CREATION OF ASSOCIATION.

The Developer hereby creates and shall incorporate as a Wisconsin non-profit corporation a homeowner's association to be known as "Bark River Conservancy Homeowners Association, Inc." with all rights, powers, privileges and obligations as provided in this Declaration and the Articles of Incorporation and By-Laws of the Association.

3.02 MEMBERSHIP.

- a) Each Lot Owner shall automatically be a member of the Association and shall be entitled to one membership and one vote for each Lot owned, with ownership of a Lot being the sole qualification for membership. The membership in the Association appurtenant to a Lot shall be owned jointly and severally by all Co-Owners of the Lot, regardless of the form of tenancy, estate, or interest in the Lot.
- b) Association membership and voting rights shall be appurtenant to each Lot and shall not be assigned, conveyed or transferred in any way except upon transfer of an ownership interest in the Lot and then only to the transferee. Membership and/or voting rights shall not be retained except upon retention of an ownership interest in the Lot. Any attempt to make a prohibited transfer or retention of such rights shall be null and void.
- c) Notwithstanding any provision in this Declaration to the contrary, the Developer shall be entitled to one membership and one vote for each Lot owned by the Developer.

3.03 VOTING.

- a) The vote appurtenant to each Lot shall be cast as a whole (in person or by proxy) by the Lot Owner or any Co-Owner. Fractional votes will not be allowed; and if Co-Owners of a Lot do not agree on how the vote shall be cast or if a fractional vote is attempted, the right to vote on the matter in question shall be forfeited by such Owners. The Association may treat any Co-Owner of a Lot or the proxy of any such Co-Owner as duly authorized to vote for all Co-Owners of that Lot.
- b) A Lot Owner shall not be entitled to vote on a matter if any Assessment against the Lot is then delinquent.
- c) Proxies shall be valid only for the particular meeting or time period designated in the proxy, unless sooner revoked, and must be filed with the Secretary at or before the appointed time of the meeting.

3.04 MEMBERSHIP LIST: NOTICES.

- a) The Association shall maintain a current membership list. Each Lot Owner shall furnish the information necessary for the Association to maintain such membership list.
- b) All notices required to be given to a Lot Owner shall be deemed to have been duly given at the time of personal delivery to the Lot Owner or the Home of the Lot Owner or 48 hours after mailing within the State of Wisconsin by regular or certified mail to the

Lot Owner's mailing address shown in the Membership List. Notice to one Co-Owner of a Lot shall be deemed effective notice to all other Co-Owners of such Lot.

3.05 ASSOCIATION MEETINGS.

- a) Written notice of all meetings of the Association stating the time, place, and purpose for which the meeting is called shall be given by the President or Secretary to each Lot Owner not less than 5 nor more than 30 days prior to the date of such meeting; provided, however, that notice of any meeting may be waived in writing before or after the meeting.
- b) An annual meeting of the Association shall be held each year for the purpose of electing officers and transacting any other business authorized to be transacted by the Association. The Board of Directors shall select the specific date, time and place of the annual meeting for a given year and shall furnish written notice to each Lot Owner in accordance with Section 4.05(a).
- c) Special meetings of the Association shall be held whenever called by the President or two officers; however, such meetings must be called upon receipt by the President of a written request signed by Lot Owners with one-third or more of all votes entitled to be cast.
- d) A quorum for meetings necessary to conduct Association business shall consist of Lot Owners, present in person or by proxy, representing a majority of all votes entitled to be cast.
- e) The act of a majority of the votes at any meeting at which a quorum is present shall be the act of the Association, unless a greater percentage is required under this Declaration. If a quorum is not present at a meeting, no business of the Association shall be transacted; however, the majority of votes present (in person or by proxy) may adjourn the meeting from time to time without further notice if such adjourned meeting at which a quorum is present is held within 15 days of the meeting originally noticed. If a quorum is present at such an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.

3.06 POWERS OF THE ASSOCIATION.

- a) Without limitation, the Association shall have the following powers in addition to any others which may be necessary or incidental to performance of all duties or powers of the Association specified in this Declaration:
  - i) to levy and enforce payment of Assessments on the Lots and against Lot Owners;
  - ii) to enforce this Declaration and, without limitation, to accept, own and maintain the Common Areas;

- iii) to purchase, sell and convey Lots (including the Improvements thereon) incident to foreclosure of a lien for any assessments and to acquire real estate as additional Common Area;
- iv) to enter and execute contracts, deeds, mortgages and documents on behalf of the Association which relate to any Common Area or Improvements thereof;
- v) to incur indebtedness on behalf of the Association and to execute drafts and other negotiable instruments;
- vi) to employ the services of any person, firm, or corporation to maintain the Common Areas, or to construct, install, repair or rebuild Improvements thereon;
- vii) to acquire, sell, transfer or exchange goods, equipment and other personal property or fixtures in the name of the Association for the operation of the Association;
- viii) to commence, prosecute, defend or be a party to any suit, hearing or proceeding (whether administrative, legislative or judicial) involving the enforcement of this Declaration or otherwise involving the exercise of any powers, duties or obligations of the Association;
- ix) to adopt Rules and Regulations for the management, operation, use and enjoyment of the Common Areas, including fines or penalties, which may be enforceable by Special Assessment against any Lot Owner or his/her family or guests violating such Rules or Regulations; and
- x) to exercise all other powers necessary to maintain the Common Areas and operate the Association for the mutual use and enjoyment of all Lot Owners. The President, together with one other officer of the Association, is empowered to negotiate, execute and enter contracts, agreements and other undertakings or documents of any kind on behalf of the Association necessary to exercise of any powers or obligations of the Association or of the Board under this Declaration.

3.07

MANAGEMENT OF ASSOCIATION BY THE BOARD OF DIRECTORS:  
ARCHITECTURAL BOARD.

- a) The Association and its business, activities and affairs shall be managed by the Board of Directors (which shall consist of all the officers of the association). The Board of Directors shall exercise and perform, in addition to the powers, duties and obligations specified in this declaration for the Board of Directors, all powers, duties and obligations of the Association (except to the extent this Declaration may otherwise expressly require the prior vote of the Association on a particular matter).

Notwithstanding any other provision of this Declaration to the contrary, Developer shall be entitled to appoint all officers of the Association until such time as all Lots have been sold and fee simple title conveyed by Developer, (except for sale of Lots to Bark River Conservancy, LLC which shall not be deemed sales by the Developer for purposes of this Section 3.07(a), at which time, all officers of the Association shall be elected by the members of the Association.

- b) The Architectural Board shall exercise and perform all of the powers, duties and obligations specified in this Declaration for the Architectural Board. All officers of the Association then in office shall be members of the Architectural Board and no other person may be a member of the Board. Notwithstanding anything aforesaid to the contrary, the Developer shall be entitled to appoint all members of the Architectural Board until such time as all of the Lots have been sold and fee simple title conveyed by the Developer (except for sales to Bark River Conservancy, LLC which shall not be deemed to be sales by the Developer for purposes of this Section 4.07(b), at which time the members of the Architectural Board shall be the officers of the Association. Except where otherwise expressly stated, the following provisions of this Section 4.07 shall apply to each of the Board of Directors and Architectural Board.
- c) The Board shall initially consist of the person(s) appointed by Developer as President, Secretary, and Treasurer of the Association to hold office until successors are appointed by Developer or elected by the Association. Except for officers appointed by Developer (who need not be Lot Owners or a Co-Owner), only a Lot Owner or Co-Owner of a Lot shall be eligible to serve as an officer and member of the Board. Each member of the Board shall serve and hold office until a successor is elected or appointed to such office. A Board Member may be both President and Secretary and another Board Member may be both Vice President and Treasurer, such that the Board may have only Two (2) members.
- d) Any officer and member of the Board (other than an officer appointed by Developer) may be removed from office with or without cause at any regular or special meeting of the Association by a majority vote of all Lot Owners and a successor may then be elected at that meeting to fill the vacancy thus created or at a special meeting thereafter called for that purpose. Any officer appointed by Developer may be removed at any time only by Developer and a successor may then be appointed by Developer.
- e) Vacancies in any officer position and on the Board (caused other than by removal under Section (d) above) and newly created officer positions resulting from an increase in the number of officers shall be filled by a majority vote of the officers then in office and each person so elected shall serve until a successor is either appointed by Developer or elected at the next annual meeting of the Association.
- f) An annual meeting of the Board shall be held immediately after the annual meeting of the Association. No notice of the annual meeting of the Board shall be required.

- g) Regular meetings of the board shall be held at such times and places as the board determines by resolution to be appropriate and no notice of regular meetings shall thereafter be required.
- h) Special meetings of the Board may be called by any officer on three (3) days prior notice to each officer, given orally or in writing.
- i) Before, at, or after any meeting of the Board, any officer may (in writing) waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice.
- j) For all meetings of the Board, a quorum necessary to transact business shall consist of a majority of the officers and the act of such majority shall be the act of the Board. If there is less than a quorum present at any meeting of the Board, no business shall be transacted; however, the majority of those present may adjourn the meeting from time to time without further notice if such adjourned meeting at which a quorum is present is held within 15 days of the meeting originally scheduled. If a quorum is present at an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.
- k) Any action of the Board authorized under this Declaration may be taken upon the unanimous consent of all officers without a meeting.
- l) The Board may appoint committees consisting of one or more Lot Owners to make recommendations to the Board or the Association on any matter.
- m) No person shall receive any payment for services rendered as an officer of the Association or as a member of the board or a member of any committee unless specifically authorized by prior resolution of the Association. The Board may reimburse out-of-pocket expenses incurred by an officer or committee member in the performance of his/her duties.
- n) No member of any Board or committee or officer of the Association shall be liable to any Lot Owner or to any other party including the association for any loss or damage suffered or claimed on account of an act, omission, error or negligence of such Board or committee member or officer, provided such person acted in good faith, without willful or intentional misconduct.
- o) All decisions of the Board on any matter (including, without limitation, decisions under Section 2) shall be enforceable against any Lot Owner if made in a good faith exercise of the judgment or discretion of its members so long as such decision is not clearly in conflict with the express provisions of this Declaration. Any Lot Owner or other person seeking to avoid, set aside or challenge any such decision of the Board shall have the burden of proof to establish that such standards were not met at the time the decision was made.

p) The Board of directors may require that some or all officers and/or employees of the Association handling or responsible for Association funds furnish fidelity bonds, the premiums for which shall be paid for by the Association as a common expense.

### 3.08 OFFICERS.

a) The Officers of the Association shall be:

i) a President, who shall: be the chief executive officer of the Association and a member of the Board of Directors and the Architectural Board; be responsible for the proper execution of the business and affairs of the Association (subject to the control of the Board of Directors); preside at all meetings of the Association and the Board; have the authority to appoint various committees; have all the general powers and duties usually vested in the Office of President, as well as such other powers and duties as may be prescribed from time to time by resolution of the Association.

ii) a Secretary, who shall: be a member of the Board of Directors and the Architectural Board; keep the minutes of all meetings of the Board and of the Association; have charge of all the Association's books and records; maintain the Membership List and keep it current; have charge of delivering all notices and approvals on behalf of the Boards and the Association; and, in general, perform all duties incident to the office of Secretary, together with such other powers and duties as may be prescribed from time to time by resolution of the Association.

iii) a Treasurer, who shall: be a member of the Board of Directors and the Architectural Board; be responsible for the Association's funds and assets; keep complete and accurate accounts of all receipts and disbursements, financial records, and books of accounts; deposit all monies in the name and to the credit of the Association in depositories as may from time to time be designated by the Board of Directors; assess and collect all General and Special Assessments made by the Board of Directors; and exercise such other powers and duties as may be prescribed from time to time by resolution of the Association.

iv) one or more Vice Presidents (not to exceed four at any one time), the number of which shall be determined by resolution of the Association or by appointment of Developer; however, it is not required that the Association have one or more Vice Presidents. A Vice President, if any, in addition to serving on the Board of Directors and the Architectural Board, shall have such other powers, duties and responsibilities as may be prescribed from time to time by resolution of the Association.

b) All officers shall be elected annually by the Association if not subject to appointment by Developer. Each officer shall hold office until a successor is duly elected or until death, resignation, or removal, whichever first occurs. No person may hold two or more offices at any one time, except that officers appointed by Developer may hold any number

of offices.

### 3.09 COMMON EXPENSES AND ASSESSMENTS AGAINST LOTS AND LOT OWNERS.

a) At the time of Closing of the purchase of any Lot by any Owner, the Owner shall pay to the Association the sum of \$2500.00 as an initial deposit for the benefit of the Association.

b) The Board of Directors shall pay or arrange for payment for all costs, expenses and liabilities incurred by the Association out of the proceeds of all General and Special Assessments (herein collectively referred to as "Assessments") which shall be made against the Lot Owners and their Lots. The Board of Directors may, at any time, levy Assessments for such purposes against the Lot Owners and their Lots.

c) "General Assessments" may be made and levied by the Board of Directors equally against each Lot Owner and his, her or their Lot for the following "common expenses" which may be anticipated, incurred or paid by the Association for:

i) maintenance, repairs, upkeep or operation of Common Areas, and any additional Common Areas (such as any contiguous real estate) as may be acquired by the Association;

ii) any insurance maintained by the Association;

iii) taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or upon any property of the Association;

iv) all costs and expenses for the operation and administration of the Association, including legal, accounting and management fees and other costs incident to the exercise of any of its powers or obligations;

v) costs and expenses for additional improvements to Common Areas beyond those installed by the Developer;

vi) all items subject to Special Assessment which have not been collected from a Lot Owner at the time payment of such item is due, provided that upon collection of the Special Assessment from that Lot Owner, all other Lot Owners shall receive an appropriate adjustment, reimbursement or credit on future General Assessments, as the Board of Directors may determine, for payments made under this paragraph;

vii) all damages, costs, expenses and attorney fees incurred in, or in anticipation of, any suit or proceeding (whether administrative, legislative or judicial) which are not otherwise collected by Special Assessment;

viii) costs and expenses of services, if any, made available to all Lots and/or for any Common Areas;

ix) all other costs and expenses declared to be common expenses under this Declaration.

d) The Association shall maintain separate journals for General and Special Assessment Funds of the Lot Owners, as may be necessary, provided that all funds received from all Assessments may be commingled and thereafter disbursed to pay any costs or expenses incurred by the Association.

e) The Board of Directors shall determine the estimated expenses of the Association and prepare an annual operating budget in order to determine the amount of the annual Assessments necessary to meet the estimated expenses of the Association for the ensuing year and shall furnish a copy to each Lot Owner or one of the Co-Owners of the Lot. The Board of Directors may adjust the General Assessment at any time so as to ensure that sufficient funds are available to cover all anticipated costs and to establish an adequate reserve for replacements.

e) At the closing of the purchase of any Lot, the purchaser shall pay \$500.00 to the Association as an initial membership fee. The initial membership fee shall be used to create an initial reserve fund for the Association and such initial reserve shall be used exclusively for the uses set forth herein.

### 3.10 PAYMENT OF ASSESSMENTS.

a) Each Lot Owner shall promptly pay, when due, all Assessments levied by the Board of Directors against such Owner and his, her or their Lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any delinquent Assessment. All Assessments shall become due as the Board of Directors may determine appropriate (in a lump sum or in installments with or without interest). Time is of the essence with respect to all payments. The amount of the Assessments, as well as the due dates for payment thereof may be adjusted from time to time as determined by the Board of Directors. Notwithstanding the foregoing, during the period of Developer control of the Association, (i.e. until the sale of 75% of the Lots), any Lot owned by the Developer (individually an "Unsold Lot" and collectively, the "Unsold Lots") shall be exempt from Assessments for Common Expenses until such Unsold Lot is sold. However, the Developer shall be liable for the balance of the actual common expenses until such time as the Developer has sold 75% of the Lots at which time Developer shall pay all Assessments and Special Assessments due on any Unsold Lot or Unsold Lots.

b) All Co-Owners of a Lot shall be jointly and severally liable for all Assessments levied against the Lot, regardless of the type of tenancy, estate or interest in the Lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise).

### 3.11 DELINQUENT ASSESSMENTS: INTEREST, LIEN AND COLLECTION.

a) All Assessments which are not paid when due: shall bear interest at 18 percent per annum or at such other maximum rate as may then be permitted by law until the Assessment is paid in full; shall constitute a lien on the Lot; and shall be collectible and enforceable by the Board of Directors (in its own name or the name of the Association) by suit against the Lot Owner, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent Assessments, plus costs, expenses and attorney's fees for collection.

b) The Association (through the Board of Directors) shall have the exclusive right and power to collect or enforce collection of all Assessments levied by the Board of Directors and shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Association may bring an action at law against any Lot Owner personally to collect such Assessments and/or to foreclose the lien for such Assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Board of Directors shall have the right at any time to notify all Lot Owners within the Subdivision of the delinquency of any Lot Owner.

3.12 RULES AND REGULATIONS.

a) The Association may from time to time adopt or change rules or regulations (hereafter "Rules or Regulations") governing the operation, maintenance and use of the Common Areas by the Lot Owners and their respective families and guests. Such Rules or Regulations shall be designed to facilitate and encourage the peaceful use and enjoyment of the Common Areas by the Lot Owners and their respective families, without unduly interfering with the peaceful use and enjoyment of the surrounding Lots. All Lot Owners, lessees, licensees, invitees, other occupants, and guests of any Lot in the Subdivision shall abide by all such Rules and Regulations.

b) A violation of any Rule or Regulation shall be a violation of this Declaration and may be enforced in the same manner as any other term or provision of the Declaration or as otherwise may be designated in the Rule or Regulation, including without limitation the imposition of forfeitures, penalties, or other charges against the Lot Owner, which shall be collectible by Special Assessment against the Lot and/or Lot Owner.

c) Rules and Regulations shall be enforced by the Board of Directors but may not be enacted, amended, or repealed by the Board of Directors.

3.13 LOT OWNER'S LACK OF AUTHORITY TO BIND ASSOCIATION.

No Lot Owner (other than the officers of the Association) shall have any authority to act for the Association or the other Lot Owners, as agent or otherwise, nor to bind the Association or the

other Lot Owners to contracts, negotiable instruments or other obligations or undertakings of any kind.

3.14 SERVICE OF PROCESS.

Service of process upon the Association for all matters shall be made upon the President of the Association or such legal counsel as the Association may designate to receive service of process by recording such designation with the Register of Deeds for Waukesha County, Wisconsin.

3.15 ENFORCEMENT OF DECLARATION: NO REVERSION OF TITLE.

a) The Association (through the Board of Directors) shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of this Declaration and any Rules or Regulations adopted by the Association, except that any Lot Owner may proceed, at such Owner's expense and subject to the limitations of Section 2, to enforce any such terms, conditions or provisions (other than for collection of assessments against Owners of other Lots) if the Association fails to take such action within 60 days following a written request by such Lot Owner for the Association to do so. Any Lot Owner violating any of the terms, conditions or provisions of this Declaration or any Rules or Regulations shall pay all costs, expenses and actual attorney's fees incurred by the Association or by a prosecuting Owner in the successful enforcement thereof. Neither the Association nor the Board of Directors shall be subject to any suit or claim by any Lot Owner for failure of the Association or the Board of Directors to take any action requested by such Lot Owner against another Lot Owner.

b) Each remedy set forth in this Declaration and/or in Rules or Regulations shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Association or the Board of Directors to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances, except as provided in Section 2, unless a written waiver is obtained from the Board.

c) Under no circumstances shall any violation of this Declaration or of any Rule or Regulation result in any reverted or reversion of title to any Lot.

3.16. MAINTENANCE OF OUTLOTS, COMMON AREAS, PONDS, LANDSCAPE EASEMENTS, ENTRANCE SIGNAGE.

The Owner's Association has the responsibility of properly landscaping and maintaining all Landscaping Easement areas) and subdivision entrance signage within the subdivision. The Homeowner's Association shall be responsible for the maintenance of all retention storm water drainage facilities after completion of said facilities. The Developer and each Lot Owner, as the case may be, grants to the Homeowner's Association a permanent access easement and right to enter upon the outlots in order to inspect, repair and restore said drainage facilities for their intended purpose. The Homeowner's Association agrees to indemnify and hold harmless the

individual Lot Owner of the costs of routine and extraordinary maintenance to all drainage facilities provided that the Lot Owner has cooperated with the Homeowner's Association in regards to the maintenance of the drainage facilities. The Developer has recorded a separate Stormwater Maintenance Agreement document which further defines the Association's responsibility with regard to storm water drainage facilities. The Developer and the Homeowner's Association, as the case may be, hereby grants to the Village a permanent access easement and the right, but not the responsibility) to enter upon the easement in order to inspect, repair and restore said drainage facilities, outlots, common areas, or signage for their intended purpose. In the event the Association does not properly landscape or maintain any Outlot, common area, drainage facility or signage, the Village of Summit may send written notice to the Association indicating that the Village has determined that the Outlot, common areas, drainage areas, and/or signage are not being properly landscaped and/or maintained, and further indicating that the Village of Summit will perform such landscaping and/or maintain if not properly done by the Association. The above-referenced notice shall give the Association a minimum of seven (7) days to correct the problem. If the Outlot, common area, drainage facility and/or sign is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Village of Summit shall then have the authority to landscape and/or maintain any such Outlot, common area, drainage facility and/or sign referred to in said notice and shall have the right to charge the lot owners on a pro rata basis for any costs incurred by the Village as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any lot owner within the period fixed by the Village of Summit, charges shall become a lien upon the lot owner's lot as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the lot owner's lot as provided in Section 66.0627, Wis. Stats.

3.17 WETLANDS, ISOLATED NATURAL RESOURCE AREAS, AND ENVIRONMENTAL CORRIDORS.

In order to preserve and protect the wetlands, isolated natural resource areas, and environmental corridors located in this Subdivision to the greatest extent possible, additional setbacks from these areas may be established on the Plat of Bark River Conservancy. No construction, land disturbing, grading, or filling activities may occur outside of such setbacks, or within the wetlands, isolated natural resource areas and environmental corridor areas. Portions of the area area subject to a Conservation Easement granted to the Waukesha County Land Conservancy to be recorded with the Waukesha County Register of Deeds. The Owner's Association shall comply fully with all terms and conditions of the Conservation Easement. During all construction and land disturbing activities, the Owners of said Lots shall comply with all appropriate regulations promulgated by the Conservation Easement, the County of Waukesha, the Village, the United States Army Corps of Engineers, the Wisconsin Department of Natural Resources and any other administrative agency or governmental body having jurisdiction over the Subdivision.

3.18 OWNERSHIP AND USE OF OUTLOTS AND COMMON AREAS.

Each owner of a Lot shall have an undivided 1/19th ownership interest in the common areas and each conveyance of a Lot in the subdivision shall be deemed to include the conveyance of such

undivided interest, whether or not specifically set forth in the instrument of conveyance. Outlot 2 shall be reserved for a future road extension to the south. Outlots 3 and 4 include Stormwater Management purposes. Outlot 1 contains wetlands and floodplain and may be within the primary environmental corridor. Outlot 4 also contains wetlands and may be within the primary environmental corridor. The use of Outlots 1 and 4 is subject to the terms of the Conservation Easement by and between the Developer and the Waukesha County Land Conservancy. Waukesha County Land Conservancy is responsible for maintaining Outlots 1 and 4 subject to the terms and conditions of a Conservation Easement between Developer and Waukesha County Land Conservancy to be recorded. All costs and expenses associated with the maintenance of the Conservation Easement Areas shall be paid by the Association upon billing by the Waukesha County Land Conservancy. In the event Waukesha County Land Conservancy or the Association does not properly maintain Outlot 1 or 4 for their intended purpose, the Village of Summit may send written notice to the Association indicating that the Village has determined that the Outlot(s) are not being properly maintained, and further indicating that the Village of Summit will perform such maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of seven (7) days to correct the problem. If the Outlot(s) are not properly maintained within the time granted by the above-referenced notice, the Village of Summit shall then have the authority to maintain any such Outlot referred to in said notice and shall have the right to charge the lot owners on a pro rata basis for any costs incurred by the Village as a result of said maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any lot owner within the period fixed by the Village of Summit, charges shall become a lien upon the lot owner's lot as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the lot owner's lot as provided in Section 66.0627, Wis. Stats.

**Commented [DF1]:** Outlot 4 also contains storm water management facilities. Should this be added?

**Commented [DF2]:** TBD by Village Board at Final Plat approval

## MISCELLANEOUS

### 4.01 RESERVATION BY DEVELOPER OF RIGHT TO GRANT EASEMENTS.

Developer hereby reserves the right to grant and convey easements to the Village and/or to any public or private utility company upon, over, through or across those portions of any Lot in the Subdivision within 15 feet of any lot line for purposes of allowing the Village or utility company to furnish gas, electric, water, sewer, cable television or other utility service to any Lot(s) or through any portions of the Subdivision or for purposes of facilitating drainage of storm or surface water within or through the Subdivision. Such easements may be granted by Developer, in its own name and without the consent or approval of any Lot Owner, until such time as Developer has conveyed legal title to all Lots platted or to be platted in the Subdivision to persons other than a successor-Developer.

### 4.02 SEVERABILITY.

The invalidity or unenforceability of any term, condition or provision of this Declaration shall in no way affect the validity or enforceability of any other term, condition, or provision of this Declaration, all of which shall remain in full force and effect.

4.03 COVENANTS RUN WITH LAND.

All terms, conditions and provisions of this Declaration (and as may be amended) shall constitute covenants running with the land.

4.04 AMENDMENTS TO DECLARATION.

This Declaration may be amended at any time by recording a document to that effect in the Office of the Register of Deeds of Waukesha County executed (a) solely by the Developer until such time as the Developer shall no longer owns any Lot and thereafter (b) by Owners at least seventy-five (75%) of the Lots, except that no amendment will be permitted without the express consent of the Developer as long as Developer owns any Lot.

4.05 TERM OF DECLARATION.

This Declaration (and any amendments) shall be binding for a period of twenty (20) Years (from the date the Declaration is recorded) upon all Lot Owners and any other persons claiming under or through the Developer. Upon the expiration date of such initial twenty (20) year period, this Declaration shall be automatically renewed for a successive period of ten (10) Years and thereafter for successive periods of ten (10) years upon the expiration date of the Prior renewal Period, unless there is recorded an instrument (executed by the Owners of at least Sixty-Seven (67%) percent of all Lots in the Subdivision and their mortgagees) terminating this Declaration in which event this Declaration shall terminate upon the recording of such instrument of termination or expiration of the initial twenty (20) year term, whichever occurs later.

4.06 INTEPRETATION.

These Declarations shall be construed and interpreted in favor of restricting the use of each Lot consistent with the Purposes hereof and any ambiguity shall be resolved against any Lot Owner who installs any structure or engages in any activity which is clearly not authorized under these Declarations or approved in writing by the Board of Directors.

IN WITNESS WHEREOF, this Declaration of Restrictions is executed by Bark River Conservancy, LLC as Developer, as of the date first written above.

**GENESEE LAKE ROAD, LLC**

a Wisconsin limited liability company

By: The Victory Companies, of Wisconsin, Inc. a  
Wisconsin Corporation,

Its: Sole Member

By: \_\_\_\_\_  
John Stoker, President

AUTHENTICATION:

The signature of John Stoker was authenticated on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Joe A. Goldberger  
Title: Member State Bar of Wisconsin

This Instrument was drafted by and return after recording to:

Joe A. Goldberger  
State Bar No. 1012616  
North Shore Legal  
13460 N. Silver Fox Drive  
Mequon, Wisconsin 53097  
(262) 241-1833  
[jagoldberger@nslalaw.com](mailto:jagoldberger@nslalaw.com)

## EXHIBIT A

### Legal Description

UNPLATTED LANDS BEING PART OF THE NORTHWEST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 26, TOWNSHIP 7 NORTH, RANGE 17 EAST ALSO BEING THE POINT OF BEGINNING, THENCE S 89°28'11" E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 26, 652.26 FEET TO THE WEST LINE OF CSM 811; THENCE S 00°54'48" W ALONG THE WEST LINE OF CSM 811 AND THE EXTENSION OF SAID LINE, 2568.66 FEET; THENCE N 72°30'58" W, 42.55 FEET; THENCE S 83°52'47" W, 112.15 FEET; THENCE S 62°27'49" W, 124.50 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 26; THENCE N 89°11'23" W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 26, 394.72 FEET TO THE CENTER OF SECTION 26; THENCE N 01°00'04" E ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 26, 642.05 FEET; THENCE N 88°58'47" W, 1492.05 FEET TO THE BEGINNING OF A MEANDER LINE SAID POINT LYING S 88°58'47" E, 77.2 FEET MORE OR LESS THE CENTERLINE OF THE BARK RIVER; THENCE N 32°26'30" E ALONG THE MEANDER LINE OF THE BARK RIVER, 115.42 FEET; THENCE N 01°08'31" W ALONG THE MEANDER LINE OF THE BARK RIVER, 568.73 FEET TO A POINT LYING ON THE SOUTH LINE OF RAVINIA PARK SUBDIVISION SAID POINT LYING S 89°08'26" E, 86.46 FEET MORE OR LESS THE CENTERLINE OF THE BARK RIVER; THENCE S 89°08'26" E ALONG THE SOUTH LINE OF RAVINIA PARK SUBDIVISION, 1453.12 FEET TO THE SOUTHEAST CORNER OF RAVINIA PARK SUBDIVISION; THENCE N 01°00'04" E, ALONG THE EAST LINE OF RAVINIA PARK SUBDIVISION 1312.97 FEET TO THE POINT OF BEGINNING.

DESCRIBED LANDS HAVING AN AREA OF 2,706.632 S.F. OR 62.136 ACRES MORE OR LESS, INCLUDING THE LANDS LYING BETWEEN THE MEANDER LINE AND THE CENTERLINE OF THE BARK RIVER.

**BARK RIVER CONSERVANCY  
MANAGEMENT PLAN**

VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

September 26, 2025



*Bark River*  
CONSERVANCY

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## **INTRODUCTION**

Bark River Conservancy is a residential conservation subdivision development in Waukesha County, Wisconsin. Of the 62 acres that comprise Bark River Conservancy, approximately 35 acres are dedicated to open space and restoration. Land within the primary environmental corridor, as delineated by the Southeastern Wisconsin Regional Plan Commission (SEWRPC), will be permanently secured under the terms of the Bark River Conservancy Final Plat, the Declaration of Restrictions, and easements with the Waukesha County Land Conservancy (WCLC). The open space is made up of woods, native and naturalized meadow plantings, wetlands, former farmland, and stormwater management. This open space will be managed and maintained by the Homeowners Association and WCLC.

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

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

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

## **CONCEPTUAL GOALS**

**The overall goal of the Bark River Conservancy Management Plan is to increase the area of native vegetation and preserve the existing natural areas to benefit both wildlife and human residents. It is understood that this is an evolving plan that may change as site conditions develop and particular management actions become more or less feasible over time. In general, activities include restoring both wooded and non-wooded open space areas to a matrix of native species, and providing residents with opportunities to interact with and enjoy the landscape. These goals are broken out and discussed below under ecological and aesthetic goals, and recreational and educational goals. Table 1, the Bark River Conservancy Management Plan Summary Table, provides an overview.**

## **Ecological and Aesthetic Goals**

Two ecological and aesthetic goals are identified: (1) maintaining or improving wildlife habitat, and (2) maintaining vegetation communities onsite. These goals are discussed below.

1. To maintain or improve wildlife habitat by:

- Preserving and maintaining the highest quality landscape element - the woods, by:
  - o Keeping the common species at the site common and keeping the rare species stable.
  - o Preserving the woodland edge buffer.
  - o Controlling invasive species within the woods.
  - o Conducting periodic inventories of plants and animals and adjusting management to enhance survival of all native species, especially special concern species.
  
- Increasing areas of natural vegetation in the non-wooded areas.
- Reducing populations of invasive vegetation.
- Re-introducing prescribed burns or alternative management activities such as mowing.

2. To maintain vegetation communities with a diversity of color and texture throughout the year.

## **Recreational and Educational Goals**

Recreational and Educational Goals are listed as follows:

- To create a safe place for homeowners and their families to enjoy the outdoors.
- To give children and adults a place to experience diverse natural communities.
- To give homeowners pride in their living space.
- To involve homeowners in the care of their living space.
- To create a community focus through interaction with the landscape.

## **MANAGEMENT PLAN**

The following sections discuss activities that the Bark River Conservancy Homeowners Association will take to achieve the goals outlined above. A summary table of these activities is included in the Figures and Tables section at the end of the plan. The Bark River Conservancy Homeowners Association will be responsible for implementing the Open Space Management Plan and will work cooperatively within the scope of the easement with WCLC, to include native vegetation establishment and natural areas preservation, as described in the "Initial Actions" sections immediately below. The Homeowners Association and, where appropriate, WCLC, will also be responsible for management and maintenance of these areas, following the "Long-term Management and Maintenance Plan" provided below.

### **Initial Actions to Achieve Ecological and Aesthetic Goals**

#### **Vegetation Establishment and Initial Management**

The former farm fields and many of the areas disturbed by construction have been seeded with a combination of no-mow grasses, general lawn seed mixes, and native prairie seed mixes at the end of construction. The objective for these outlot areas is to establish low and minimal maintenance areas, naturalized meadow-type vegetation - not strict "prairie." This implies a tolerance for a variety of old-field and/or non-native species. However, there will be an effort to control certain noxious or invasive weeds, such as Canada thistle (*Cirsium arvense*), wild parsnip (*Pastinaca sativa*), white and yellow sweet clover (*Melilotus* sp.), and other species that become a significant problem.

#### **Outlots/Meadows**

Certain areas of the former farm fields have been stripped of topsoil, graded and re-topsoiled. After the construction disturbance, these fields have been seeded with no-mow grasses, general lawn seed mixes, and native seed mixes (see Appendix D: Bark River Conservancy Landscape Plan), and a cover crop. Areas prone to erosion have been treated erosion control blankets and other appropriate BMPs.

During the first growing season after seeding, the outlots/meadows will be mowed to control weeds. Weeds will be mowed down to 5 inches one to three times during the first growing season to prevent seed set and prevent shading of the germinating meadow seedlings. Weeds will also be mowed during the second and third growing season as needed.

Due to the unknown nature of the soil seed bank after construction disturbance, the meadow plantings will be evaluated several times during the first growing season for the appearance of noxious or invasive weeds that should be controlled. Once the extent of the problem has been determined, an appropriate and cost-effective control method will be implemented within the first three growing seasons (i.e. creative problem solving will be used to address the problem, while yet staying within the established budget).

### Stormwater Basins

The stormwater basins are embedded within the outlots and have been graded and seeded in the same fashion as meadows (see Stormwater Basin Seed Mix in Appendix A). During the vegetation establishment period, as part of the stormwater management system, the basins will be inspected periodically for proper function, erosion and vegetation health, and cover, as directed by the "Stormwater Management Practices Maintenance Agreement for Bark River Conservancy."

The initial management of the stormwater basins during the first three growing seasons will be the same as for the meadows: mowing for weed control, noxious weed control as necessary. The Homeowners Association is responsible for maintenance and management in the stormwater basin areas.

### Wooded Areas

The wooded areas are a mosaic of plant communities. Many areas of the woods is infested with buckthorn. This is a large infestation that can only be addressed over the course of several years and will require significant contribution from the Homeowners Association and WCLC.

The first priority for the woods is to reduce or eliminate the population of buckthorn so that all subsequent invasive species control efforts are easier and more efficient (i.e. people can walk freely through the woods).

The common area woods will be divided into various management units as determined by WCLC. It is recommended that invasive species control work be done in one unit per year, but this timetable may be altered depending on the amount of work to be done in each unit.

The first step is to identify, mark and block off special concern species within the target management unit. This will be done during the growing season when these species are easier to identify. The individual plants that are to be removed should be taped, flagged, or sprayed to guide the workers within the unit.

Invasive shrub removal will be done during the fall or winter dormant season to avoid damage to other vegetation. The shrubs will be cut near the base of each stem, and each stem will be treated with a concentrated herbicide such as triclopyr or glyphosate, according to label directions. Alternatively, the shrubs may be treated with a targeted basal bark spray of triclopyr during the dormant season. The basal bark treatment may not be used in or around occurrences of the special concern species, nor within areas of the wetland that are saturated to the surface or have accumulations of snow and ice that could carry any herbicide overspray into the wetland water system upon melting. Cut material will be collected and piled for later burning. Alternately, the cut material may be left onsite to decay, given its ecological value to soil, wildlife, and plant life.

As mentioned above, management and maintenance in the wooded area will be the joint responsibility of the Homeowners Association and WCLC.

### Open Space/Road Interfaces

Where the road is bordered by open space, the road right-of-way (approximately 15 feet) will be vegetated with mowed turf grass. Other highly visible areas will also be vegetated with turf grass, as indicated on the Bark River Conservancy landscape plan. Mowing of these areas will be the responsibility of the Homeowners Association.

### **Future Opportunities for Open Space Enhancement**

The following activities may be undertaken by the Homeowners Association or WCLC, were appropriate, at their discretion to enhance the Bark River Conservancy open space once the initial vegetation establishment and management tasks (above) are in progress or completed. Enhancement activities may include enriching the native communities with more species, controlling invasive species and pest plants, and adding more buffer area to the woods.

Prior to planting any new tree seedlings or saplings, the invasive species, mainly buckthorn, should be removed, preferably during the fall or winter dormant season to avoid damage to other vegetation. The shrubs should be cut near the base of each stem, and each stem should be treated with a concentrated herbicide such as triclopyr or glyphosate, according to label directions. Alternatively, the shrubs could be treated with a targeted basal bark spray of triclopyr with 2, 4-D, also during the dormant season to minimize damage to other species. Cut material could be collected and piled for later burning.

### Wetland

Although the wetlands have significant populations of the invasive species reed canary grass, no management actions will be taken by the Homeowners Association within these wetlands. The watershed and environmental corridor within which these wetlands lie is a continual source of reed canary grass propagules, such that control activities may be a waste of time and effort.

**Herbicide Use Caution:** It is recognized that the herbicide label supersedes any methods detailed in this document. Most states require that herbicide applicators be certified. Local municipal laws may have additional requirement needs, especially requirements in the categories of "posting" and "notifications." Neighbors may also be able to voice concerns. Applications in public parks where children play should always consider extra cautionary methods. All herbicide applications must follow label directions. Reference to chemical brand names in this specification does not imply endorsement.

### **Water Quality Improvement Measures**

Water quality improvement will be a result of direct and indirect actions on the site. Converting the agricultural fields to thick meadow vegetation will result in reduced surface water runoff, which will also reduce sediment transport and nutrient loading into the wetlands and stream. The stormwater basins will assist in water quality improvement by catching the runoff from the proposed impervious surfaces.

Homeowners will also be encouraged to integrate raingardens into their home landscaping to capture and infiltrate their home's stormwater runoff.

## **Initial Actions to Achieve Recreational and Educational Goals**

### Initial Homeowner Education and Involvement

- Homeowners should not remove native plants from the wooded area.
- Homeowners should limit their flower picking so plants can reproduce. No plant or flower picking should occur in the wooded area.
- Homeowners can include native plants in the landscaping of their lots, particularly near their lot lines, to provide a buffer to the natural areas.

## **LONG-TERM MAINTENANCE AND MANAGEMENT PLAN**

The Homeowners Association will appoint a Conservation Committee to oversee the implementation of this plan and to coordinate with WCLC. The Conservation Committee will have a three member, and at least initially, a representative from the developer.

The conceptual ecological, aesthetic, recreational, and educational goals (above) will guide all decisions and actions.

The Conservation Committee will meet at least yearly to review ecological monitoring records, and to plan and oversee open space management and maintenance activities.

The Conservation Committee will keep a detailed record of the justification, implementation, and results of each management action, including maintenance performed by WCLC, mowing and herbicide treatments, and report back to the Homeowners Association on a regular basis.

## **Long Term Management Tasks**

The Homeowners Association will adopt, post, and distribute Open Space Use Rules and Regulations. The use policy should state permitted users (Bark River Conservancy Residents and their guests), permitted uses (walking, running, biking, picnicking, keeping pets on a leash), and excluded uses per the Conservation Easement with WCLC. The use policy should also include principles that will prevent area degradation and allow for enjoyable use by all. Sample principles include: leave no trace, keep groups small, and protect erosion control devices.

The Homeowners Association will also be responsible for routine maintenance of the stormwater basins as indicated in the Stormwater Management Practices Maintenance Agreement for Bark River Conservancy.

The Homeowners Association will also be responsible for mowing the grass between the

## **Invasive Species Control**

The open space areas will be monitored yearly for invasive species that are threatening or dominating the landscape. Advice on managing invasive species can be obtained through WCLC, ecological consultants, the Department of Natural Resources, or the Nature Conservancy. Where herbicides are used, the appropriate herbicide should be chosen, keeping the following factors in mind: (1) its effectiveness has been demonstrated in the management literature; (2) it has been formulated for application over water where necessary; and (3) it has a quick breakdown and low soil residual time. At a minimum, biyearly efforts should be made to control invasive species in selected areas as determined by WCLC or the consulting ecologist, who will assist in prioritizing and sequencing control efforts.

The Conservation Committee, will determine whether invasive species control activities will be done by a hired professional, or with the help of homeowner volunteers. Factors that affect this decision include (1) available funds; (2) the skills and capacity of the homeowner volunteers (which may increase with time and training); (3) the need for a licensed herbicide applicator; (4) the urgency of the management action and (5) the quality of the area in which the work will be done.

The first priority for invasive species control is within the wooded area. The primary targets for control here are woody species (multiflora rose, buckthorn) and garlic mustard. These species cannot be addressed with extensive mowing or burning, so control efforts will involve physical activities such as pulling, localized trimming with a string trimmer (a.k.a. "Weed Whacker"), and chemical means, such as spot-treatments of herbicide. Prior to all invasive species control efforts, occurrences of special concern species will be identified and the area roped off.

As part of the ongoing maintenance of the woods will be regularly evaluated to assess the degree of success of the efforts to remove buckthorn from the wooded areas. If large stumps and clumps are re-sprouting, the Bark River Conservancy Homeowners Association may hire a licensed herbicide applicator to re-treat the re-sprouts or rely on WCLC. The soil will be tamped down after pulling the seedlings to minimize soil disturbance. Alternatively, if the Bark River Conservancy Homeowners Association or WCLC finds that the seedlings are so abundant that they can only be controlled by spraying, they will provide a licensed herbicide applicator to treat the seedlings with herbicide. Herbicide control of the seedlings provides the additional benefit of reducing soil disturbance.

The second priority for invasive species control is within the outlots/meadows and other open space outside the wooded area. Invasive species problems within the outlots/meadows and other open areas are as of yet unidentified and will have to be addressed by the Conservation Committee as they appear.

## **Mowing Regime for the Outlots/Meadows & Stormwater Basins**

To maintain the outlot/meadow areas free of undesired brush and invasive species, a mowing regime should be implemented. The objectives of mowing are to cut back undesired woody species, remove biomass (plant material) from the system, and remove enough plant litter to expose the soil to the warming power of the spring sun. The following guidelines are provided.

- Mow in the early spring, if possible. Mow before the green plants are one foot tall. Alternatively, mow in the late fall. A spring mowing is preferable to a fall mowing so that the prairie plants can provide food and shelter during the winter. Early spring is preferable to later in the growing season to minimize the effects on wildlife that become more active as the season progresses.
- Set the mower height to about 6-8 inches. Collect the plant clippings so that they do not smother the green plants, build up a thick thatch layer, or insulate the cold ground during spring warm-up.
- Once the meadow vegetation has matured for several years, mow each area once every three or four years. Some areas may need to be mowed more frequently if there is a problem with brush invasion. Brushy areas may need to be mowed several times during one season, and followed up with another cutting the next season. Similarly, certain weedy or invasive species may need to be mowed at a different time (such as cutting sweet clover just as it's flowering) and frequency. Brush and invasive species may require additional applications of herbicides to obtain an acceptable control level.
- Leave at least half of the outlot/meadow areas unmowed in any one year to provide refugia for wildlife.
- Conduct an evaluation after each mowing, similar to the burn evaluation, to assess the changes wrought by the mowing and to assist with planning future management actions.

## **Community Involvement**

The Conservation Committee may choose to promote community involvement events to progress further towards the recreational and educational goals. Community activities may include:

- Introductory classes on Birds, Plants, Amphibians, Insects, and Prescribed Burns, using conservation lands for field identification lessons.
- Animal/bird sighting records: invite homeowners to submit records of their bird or animal sighting to the Conservation Committee coordinator, who compiles a checklist. Homeowners track the species across time. Alternatively, post checklists at trailheads for trail user input.
- Photo points: invite homeowners to document prairie growth and establishment and forest conditions by taking photos from a fixed point through the season and over the years.

- Seed Collection and Planting: Homeowners collect prairie seeds at nearby established prairies or purchase them, and seed into their prairie to enrich the species mix.
- Nest box project: Homeowners install bluebird nest boxes in the meadows, and monitor and maintain boxes yearly for nesting success.

### **LONG TERM OPPORTUNITIES**

As the residents of Bark River Conservancy grow to know and appreciate the open space and wooded areas, they may desire to contribute to the management of these areas. This interest would best be guided by the Homeowners Association in conjunction with WCLC or an ecological consultant towards the following opportunities for enrichment:

- Adding native species to the meadows as they develop,
- Participating in prairie-centered community activities, and
- Volunteering to work on invasive species control.

The Homeowners Association should continually work to establish and maintain good relations with the adjacent landowners who will be key to long-term invasive species control in the Bark River Conservancy watershed. In addition, residents should manage their own personal property in a way that contributes to the health of Bark River Conservancy as a whole by maintaining their raingardens, using native vegetation, and wisely managing nutrient and chemical use in their in their home landscaping.

Figure 1 - Project Location & Topography



Figure 2- Soil Survey Data



Figure 3- Wetland Inventory Data

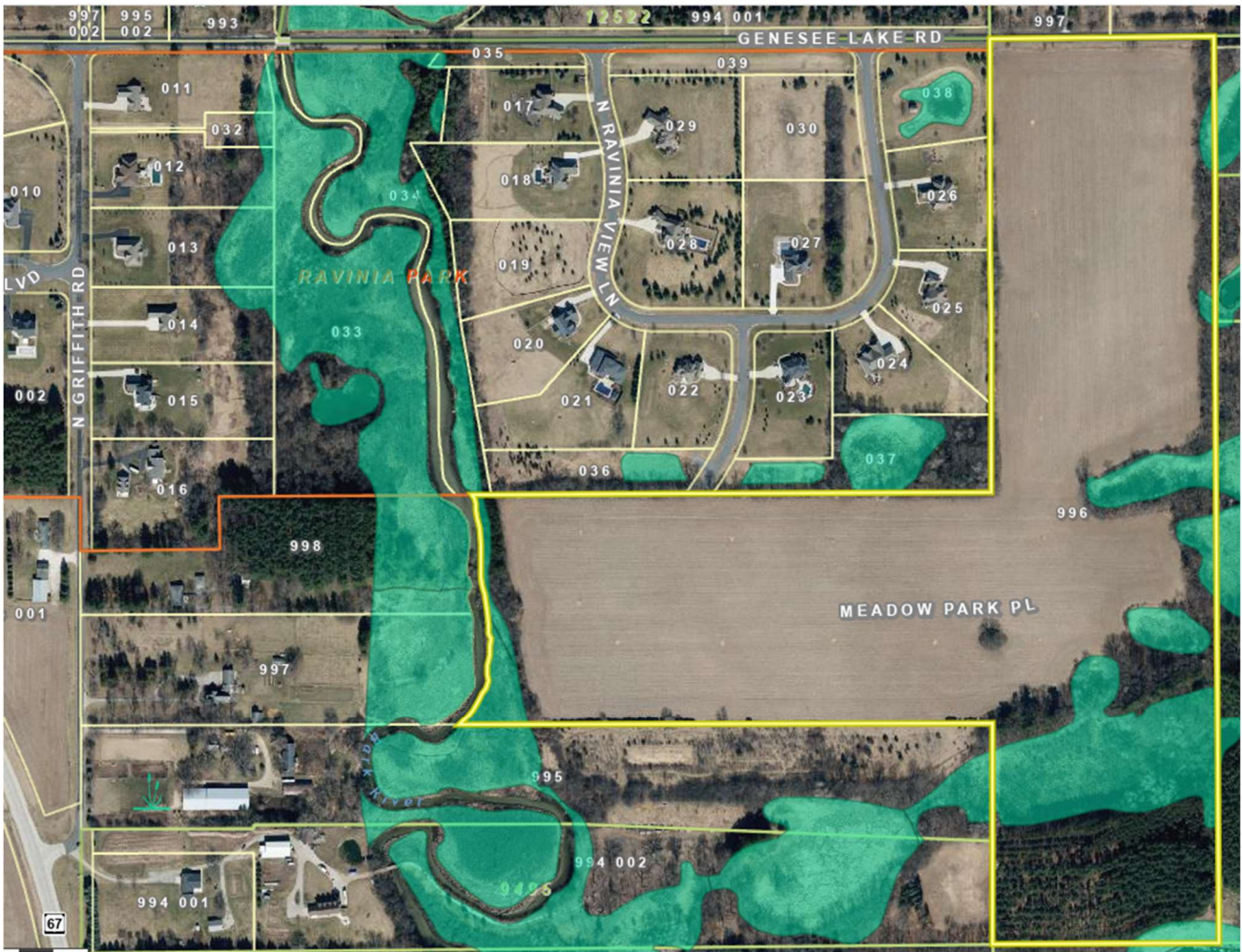


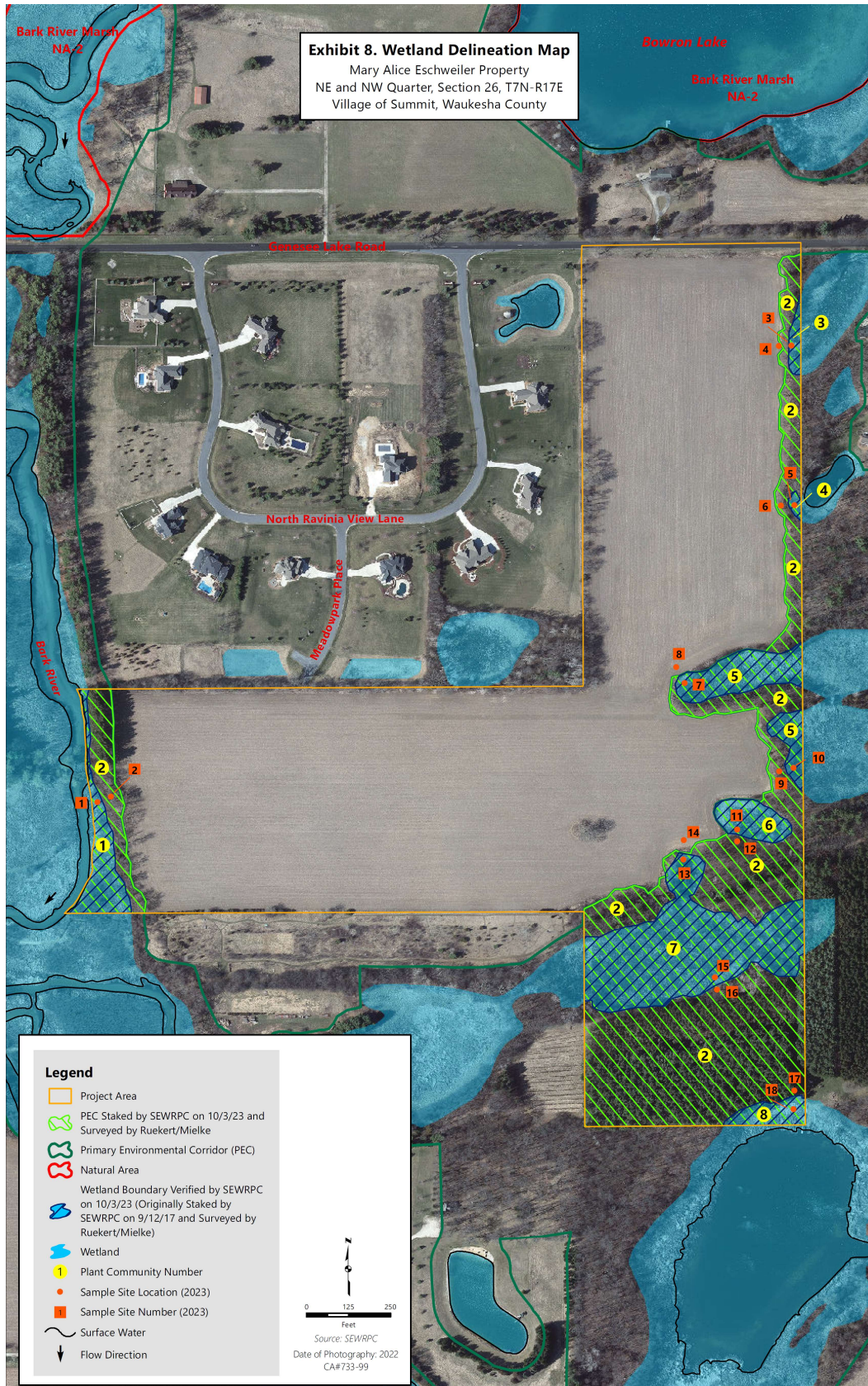
Figure 4 - Field Collected Data

PCA Number	Acreage	PCA Type(s)	Dominant Species	Critical Species
1	0.78	Shallow marsh and shrub swamp within the Bark River floodplain-wetland complex.	<i>Carex stricta</i> --Tussock sedge <i>Phalaris arundinacea</i> --Reed canary grass <i>Typha angustifolia</i> --Narrow-leaved cat-tail	a
2 (Upland)	17.9	Dry mesic hardwoods and planted conifers within a larger PEC associated with the Bark River.	<i>Carya ovata</i> --Shagbark hickory <i>Prunus serotina</i> --Black cherry <i>Rhamnus cathartica</i> --Common buckthorn <i>Quercus alba</i> --White oak <i>Quercus ellipsoidalis</i> --Hills oak	b
3	0.15	Ephemeral pond with shallow marsh.	<i>Persicaria amphibia</i> --Water smartweed <i>Phalaris arundinacea</i> --Reed canary grass	b
4	0.05	Ephemeral pond with shallow marsh and hardwood swamp along the perimeter.	<i>Lysimachia nummularia</i> --Moneywort <i>Schoenoplectus fluviatilis</i> --River bulrush	b
5	1.19	Ephemeral pond with shallow marsh, sedge meadow, shrub swamp, and a small area of atypical (farmed) wetland.	<i>Carex atherodes</i> --Slough sedge <i>Carex lacustris</i> --Lake sedge <i>Carex utriculata</i> --Common yellow lake sedge <i>Typha latifolia</i> --Broad-leaved cat-tail	b
6	0.48	Ephemeral pond with shallow marsh and degraded fresh (wet) meadow.	<i>Fragula alnus</i> --Glossy buckthorn <i>Phalaris arundinacea</i> --Reed canary grass <i>Sparganium eurycarpum</i> --Common burreed <i>Typha latifolia</i> --Broad-leaved cat-tail	b
7	3.6	Shallow marsh, fresh (wet) meadow, shrub swamp, and hardwood swamp.	<i>Salix petiolaris</i> --Petioled willow <i>Typha latifolia</i> --Broad-leaved cat-tail	b
8	0.34	Shallow marsh and fresh (wet) meadow with a small sedge meadow area that included sample site 18.	<i>Cirsium arvense</i> --Canada thistle <i>Phalaris arundinacea</i> --Reed canary grass <i>Typha angustifolia</i> --Narrow-leaved cat-tail	b

<sup>a</sup> While no Federal- or State-designated Special Concern, Threatened, or Endangered species were observed during the field inspection, SEWRPC's Planning Report No. 42, A Regional Natural Areas and Critical Species Habitat Protection and Management Plan for Southeast Wisconsin, identifies Slender madtom (*Noturus exilis*), and Starhead topminnow (*Fundulus dispar*), both State-designated Endangered fish; Ellipse (*Venustaconcha ellipsiformis ellipsiformis*), a State-designated Threatened mussel and Lake chubsucker (*Erimyzon sucetta*), a State-designated Special Concern fish, as occurring in this reach of the Bark River. In addition, Planning Report No. 42 identifies this area as containing suitable habitat for Blanding's turtle (*Emydoidea blandingii*), a State-designated Special Concern herptile.

<sup>b</sup> While no Federal- or State-designated Special Concern, Threatened, or Endangered species were observed during the field inspection, SEWRPC's Planning Report No. 42, A Regional Natural Areas and Critical Species Habitat Protection and Management Plan for Southeast Wisconsin, identifies this area as containing suitable habitat for Blanding's turtle (*Emydoidea blandingii*), a State-designated Special Concern herptile.

Figure 5 - Field Delineation Wetland Data



## Appendix A: Native Seed Mix Species Lists

### Prairie Moon Nursery Pretty Darn Quick (PDQ) Seed Mix or Equal (Designated Outlot Areas – See Landscape Plan)

Pretty Darn Quick (PDQ)© Seed Mix by Prairie Moon® Nursery 10.52 lbs per acre   155 Seeds per sq/ft <a href="#">(FILTER PLANTS IN THIS SEED MIX)</a>	
<b>WILDFLOWERS</b>	
Botanical Name (Common Name)	% by wt.
Agastache foeniculum (Anise Hyssop)	0.59
Allium stellatum (Prairie Onion)	1.19
Asclepias incarnata (Rose Milkweed)	1.19
Astragalus canadensis (Canada Milk Vetch)	0.30
Bidens polylepis (Bearded Beggarticks)	0.59
Chamaecrista fasciculata (Partridge Pea)	19.02
Coreopsis lanceolata (Lance-leaf Coreopsis)	2.97
Dalea candida (White Prairie Clover)	1.78
Dalea purpurea (Purple Prairie Clover)	2.38
Drymocallis arguta (Prairie Cinquefoil)	0.59
Echinacea pallida (Pale Purple Coneflower)	2.38
Eryngium yuccifolium (Rattlesnake Master)	1.19
Gentiana flavida (Cream Gentian)	0.15
Helenium autumnale (Sneezeweed)	0.59
Heliopsis helianthoides (Early Sunflower)	0.59
Lobelia siphilitica (Great Blue Lobelia)	1.19
Monarda fistulosa (Wild Bergamot)	0.59
Oligoneuron rigidum (Stiff Goldenrod)	0.59
Penstemon digitalis (Foxglove Beardtongue)	1.19
Pycnanthemum virginianum (Mountain Mint)	0.59
Ratibida pinnata (Yellow Coneflower)	0.59
Rudbeckia hirta (Black-eyed Susan)	7.13
Rudbeckia triloba (Brown-eyed Susan)	0.30
Symphotrichum laeve (Smooth Blue Aster)	1.19
Verbena hastata (Blue Vervain)	1.19
Verbena stricta (Hoary Vervain)	0.59
Zizia aurea (Golden Alexanders)	2.38
<b>Total of WILDFLOWERS:</b>	<b>53.05 %</b>
<b>GRASSES, SEDGES &amp; RUSHES</b>	
Botanical Name (Common Name)	% by wt.
Bouteloua curtipendula (Side-oots Grama)	19.02
Carex brevior (Plains Oval Sedge)	2.38
Carex vulpinoidea (Brown Fox Sedge)	1.19
Elymus canadensis (Canada Wild Rye)	9.51
Juncus effusus (Common Rush)	0.59
Schizachyrium scoparium (Little Bluestem)	14.26
<b>Totals of GRASSES, SEDGES &amp; RUSHES:</b>	<b>46.95 %</b>

"Note: Seed mix compositions are subject to change depending on seasonal availability.

## Agrecol Rainwater Renewal or Equal

(use for Stormwater Basin)

<b>#RNR</b>	<b>Wet Mesic to Dry Mesic</b>	<b>Full Sun to Part Sun</b>	<b>8.00 PLS LBS/Acre</b>	<b>94.00 Seeds/ Sq. Ft</b>
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Wildflowers		Oz/Acre
Asclepias incarnata	Marsh (Red) Milkweed	3.00
Aster ericoides	Heath Aster	0.10
Aster novae-angliae	New England Aster	1.50
Baptisia leucantha (alba)	White Wild Indigo	4.00
Eupatorium maculatum	Spotted Joe Pye Weed	0.80
Eupatorium perfoliatum	Boneset	0.50
Liatris pycnostachya	Prairie Blazing Star	2.50
Liatris spicata	Marsh Blazing Star	5.00
Lobelia cardinalis	Cardinal Flower	0.25
Lobelia siphilitica	Great Blue Lobelia	0.50
Monarda fistulosa	Wild Bergamot	1.50
Physostegia virginiana	Obedient Plant	1.50
Pycnanthemum virginianum	Mountain Mint	0.30
Ratibida pinnata	Yellow Coneflower	2.25
Rudbeckia hirta	Black-Eyed Susan	2.00
Rudbeckia subtomentosa	Sweet Black-Eyed Susan	2.00
Solidago ohioensis	Ohio Goldenrod	0.50
Tradescantia ohioensis	Ohio Spiderwort	1.25
Verbena hastata	Blue Vervain	1.00
Vernonia fasciculata	Ironweed	1.00
Grasses, Sedges, & Rushes		Oz/Acre
Bromus ciliatus	Fringed Brome	20.00
Calamagrostis canadensis	Blue Joint Grass	1.00
Carex bebbii	Bebb's Oval Sedge	2.00
Carex crawfordii	Crawford's Sedge	1.00
Carex crinita	Fringed Sedge	0.75
Carex stipata	Common Fox Sedge	1.50
Carex vulpinoidea	Brown Fox Sedge	1.00
Elymus canadensis	Canada Wild Rye	24.00
Elymus virginicus	Virginia Wild Rye	32.00
Glyceria grandis	Reed Manna Grass	1.00
Panicum virgatum	Switchgrass	3.50
Scirpus atrovirens	Dark-Green Bulrush	0.50
Scirpus cyperinus	Wool Grass	0.30
Sorghastrum nutans	Indian Grass	5.00
Spartina pectinata	Prairie Cordgrass	3.00

\*\*\*Note: Seed mix compositions are subject to change depending on seasonal availability.

**Reinders - No Mow/Low Grow Seed Mix  
for Transition Areas to Existing Residential Lots  
(See Landscape Plan)**

Apply at 4-6 lbs/1,000 sq. ft.

**Seed Composition:**

**Non-Coated Seed Mix:**

- 45% Spartan II Hard Fescue – Drought, shade, and cold tolerant with fine texture
- 40% Quatro Sheep Fescue – Very fine leaf texture and low maintenance growth habit
- 15% Turf Type Annual Ryegrass – Quick-starting nurse grass with slow growth rate

**Coated Seed Mix (with ProNitro™ Plus Technology):**

- 22.5% Spartan II Hard Fescue
- 20% Quatro Sheep Fescue
- 7.5% Turf Type Annual Ryegrass
- 50% ProNitro™ Plus Coating – Includes water absorber for enhanced germination, slow-release fertilizer, and beneficial mycorrhizae for faster establishment

See label for complete ingredient breakdown.

**Reinders – General 30 Lawn Seed Mix  
for Roadside Ditches and Transition Areas  
(See Landscape Plan)**

Apply at 150 – 200 lbs/acre

**Seed Formulation:**

**Non-Coated Seed Mix:**

- 18% Kentucky Bluegrass (Standard)
- 12% Named Kentucky Bluegrass
- 40% Creeping Red Fescue
- 10% Wicked Perennial Ryegrass
- 20% Annual Ryegrass

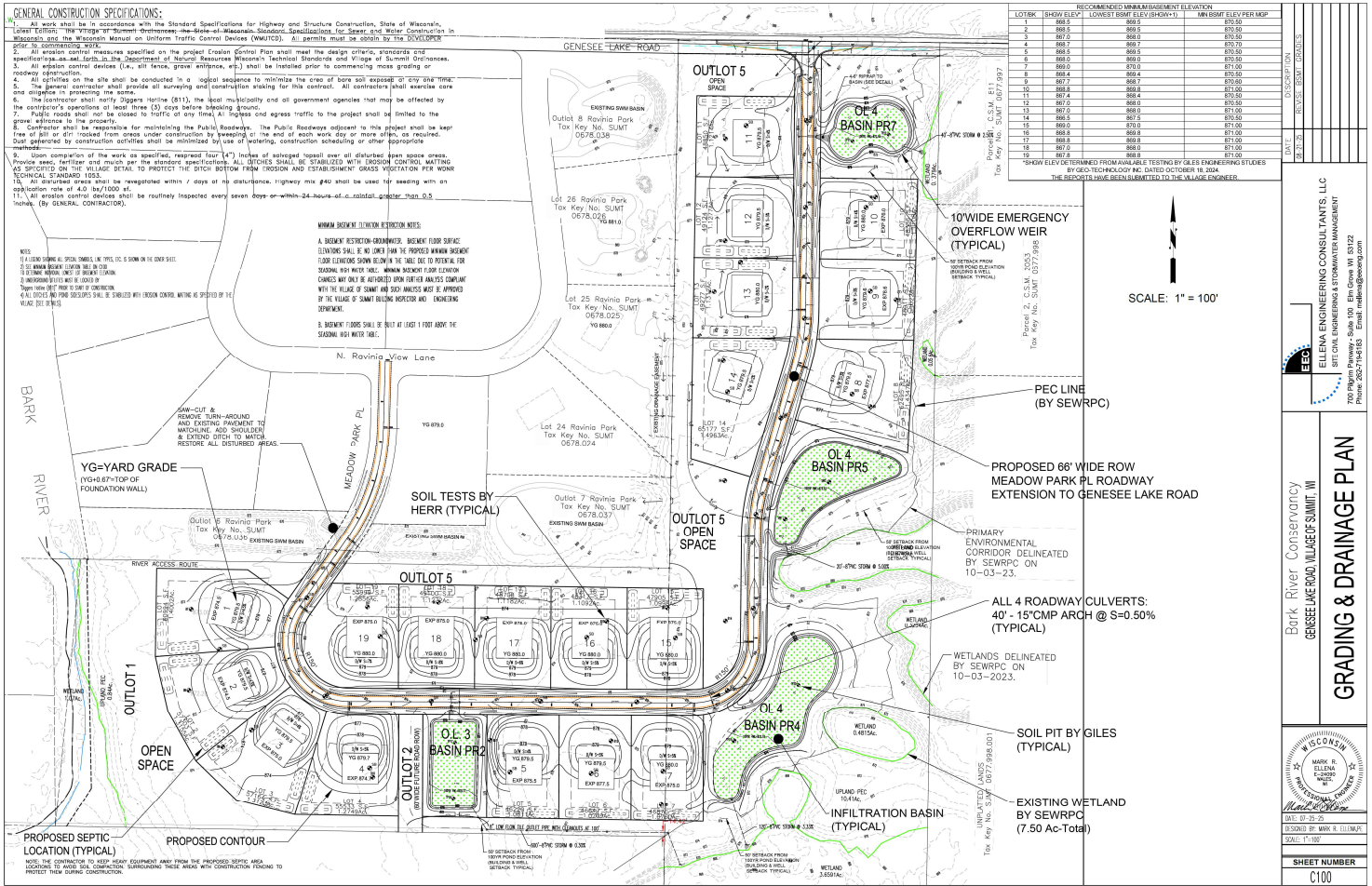
**Coated Seed Mix:**

- 22% 85/80 Kentucky Bluegrass
- 8% Named Kentucky Bluegrass
- 35% Maxima 1/Boreal Creeping Red Fescue
- 10% Wicked Perennial Ryegrass
- 25% Annual Ryegrass
- Includes 50% ProNitro™ Plus Seed Enhancement

See label for complete ingredient breakdown.



### Appendix C: Bark River Conservancy Grading Plan



## Appendix D: Conservation Easement

### CONSERVATION EASEMENT

This Grant of Conservation Easement is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, having an address of \_\_\_\_\_ (hereinafter referred to as “Grantor”) in favor of **Waukesha County Land Conservancy, Inc.**, a non-profit Wisconsin corporation qualified to do business in the State of Wisconsin, having an address of P.O. Box 2572, Brookfield, Wisconsin 53008, (hereinafter referred to as “Grantee”).

Witnesseth:

*Whereas*, Grantor is the sole owner in fee simple of certain real property located in Waukesha County, Wisconsin, being a part of Outlot \_\_\_\_ in \_\_\_\_\_ (Development Name), and more particularly described in Exhibit A, attached hereto and incorporated by this reference (hereinafter referred to as the “Property”); and

*Whereas*, the Property possesses, among others, significant natural, scenic, open space and other values (collectively, conservation values) of great importance to Grantor, the people of the \_\_\_\_\_ (municipality), the people of Waukesha County and the people of the State of Wisconsin; and

*Whereas*, in particular, the Property described in Exhibit A has various aesthetic, natural, scenic, open space, wetland, and other educational and/or limited recreational values; and,

*Whereas*, the specific conservation values of the Property are documented in an inventory of relevant features of the Property, incorporated by this reference (Baseline Documentation), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

*Whereas*, Grantor has caused land that includes the Property to be platted as a \_\_\_\_\_, and has designated Outlot \_\_\_\_ to be part of the Common Area of \_\_\_\_\_ (name of development).

*Whereas*, Grantor intends that the conservation values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those relating to habitat preservation and protection, green space preservation and protection, and wetland functions existing at the time of this grant, that do not impair or interfere with those values; and

**Whereas**, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

**Whereas**, Grantee is a publicly supported, tax-exempt non-profit organization, qualified under Section 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is to encourage, perpetuate and promote the preservation and protection of natural resources located within and adjacent to Waukesha County including acquisition of property for conservation purposes; and,

**Whereas**, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and the generations to come.

**Now, therefore**, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of Wisconsin and in particular Section 700.40 of the Wisconsin Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (hereinafter referred to as "Easement").

1. **Purpose.** It is the purpose of this Easement to assure that the Property will be retained forever in its natural condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities, including, without limitation, those involving education as are consistent with the purpose of this Easement.

2. **Rights of Grantee.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

(a) To preserve, protect and enhance the conservation values of the Property by implementation of the Open Space Management Plan for \_\_\_\_\_ (name of development) prepared by \_\_\_\_\_ (name of developer), dated \_\_\_\_\_ (herein after referred to as "Management Plan") in so far as it pertains to the Property.

(b) To enter upon the Property at reasonable times in order to restore or enhance the conservation values, monitor Grantor's compliance with and otherwise enforce the terms of this Easement in accordance with paragraph five (5) below, provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

(c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to paragraph five

(5) below.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited within the Easement Area:

(a) There shall be no residential structures nor garages, sheds, or any kind of other buildings or structures, except as specifically provided herein.

(b) There shall be no roads or driveways allowed, nor shall any portion of the property be used as a means of ingress or egress to any adjacent property, except as required to connect to walking paths on Grantor's adjoining property as provided in paragraph 4.A. hereof.

(c) There shall be no construction or placing of advertising signs, billboards or other advertising material, or any other structures used in connection with advertising permitted, except as specifically provided herein.

(d) There shall be no industrial or commercial activity undertaken or allowed, nor shall any right of passage across or upon the Property be allowed or granted if that right of passage is used in conjunction with industrial or commercial activity.

(e) There shall be no construction of barriers to the free movement of animals, except as specifically provided herein, nor the commercial removal of non-game animals.

(f) There shall be no horses allowed, nor the grazing of livestock of any variety.

(g) Except as provided in paragraph 4.A. there shall be no active recreation areas permitted, including, but not limited to, soccer fields, baseball diamonds, or golf courses.

(h) There shall be no camping.

(i) There shall be no operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles, bicycles, or other type of vehicle of any kind, except as may be necessary or required in the furtherance of the terms of this Easement or the Management Plan.

(j) There shall be no storage or parking of vehicles, mobile homes, house trailers, other accessory or utility vehicles, or implements or accessories used in connection therewith.

(k) There shall be no dumping or temporary storage of trash, manure, plant material, soil, mulch, or any other refuse or debris nor any storage of chemicals, toxic or otherwise, nor petroleum products of any kind, nor salt.

(l) Except as provided in paragraph 4.B. hereof, there shall be no filling, excavation, mining or drilling, removal of topsoil, sand, gravel, rocks, minerals, peat or other materials, nor any change in the topography of the land in any manner.

(m) Except as provided in paragraph 4.B. hereof, there shall be no tilling or cultivating.

(n) There shall be no non-native plant or animal species introduced on the Property, except as required in furtherance of the terms of the Easement or the Management Plan.

(o) There shall be no cutting, destruction or removal of living native plants except as otherwise specifically authorized herein or by other law, without the consent of the Grantee in accordance with paragraph four (4) herein.

(p) There shall be no harvesting of trees for timber or fuelwood, other than the removal of dead trees which create a hazardous condition.

(q) There shall be no spraying with pesticides, insecticides or herbicides, except as required in furtherance of the terms of the Easement and the Management Plan.

(r) There shall be no placement or development of stormwater storage, discharge or treatment facilities except as set forth in accordance with paragraph four (4) herein.

(s) There shall be no septic or other private waste disposal systems allowed.

4. Reserved Rights. Grantor reserves to itself, and to its successors and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

A. The right to establish, construct and maintain private walking paths as Grantor in consultation with Grantee shall determine to be appropriate.

B. The right to establish conservancy and trail markers and signage.

C. The right to grant easements to any municipality and public or private utility company for the purpose of constructing and maintaining a sanitary sewer main servicing \_\_\_\_\_ (name of development) and for the purpose of transmitting electric energy, signals, television, telecommunication and natural gas services within or through \_\_\_\_\_ (name of development).

5. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within ninety (90) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a ninety (90)

day period, fails to begin curing such violation within the ninety (90) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, including loss of environmental value, and to require the restoration of the property to the condition that existed prior to any such injury. Grantee may apply any damages recovered to the cost of undertaking any corrective action on the property. If Grantee reasonably believes that the circumstances require immediate action to prevent or mitigate significant damage to the Property, Grantee may pursue its remedies under this paragraph without notice to Grantor, provided however, that 1) Grantee will make best efforts to contact Grantor via telephone prior to taking action; and 2) Grantee will notify Grantor of such action in writing within 24 hours of taking such action. Such notice shall describe the actual or potential damage and the estimated cost and time frame associated with prevention or correction of the damage and a statement of the reasons why action was necessary prior to notice to Grantor.

5.1 Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. Any costs incurred by Grantee in enforcing the terms of this Easement against an individual Owner or Owners of lots in \_\_\_\_\_ (name of development) and any costs of restoration necessitated by such Owner's violation of this Easement shall be borne by such Owner or Owners. Any costs incurred by Grantee in enforcing the terms of this Easement against the Homeowners Association, Inc. (the "Association") and any costs of restoration necessitated by the Association's violation of the terms of this Easement shall be borne by the Association. If Grantor prevails in any action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee.

5.2 Arbitration. If a dispute arises between the parties concerning the consistency of any proposed use of or activity with the purpose of this easement, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may refer the dispute to arbitration by request made in writing upon the other. Within thirty (30) days of the receipt of such a request, the parties shall select a single arbitrator, to hear the matter. If, for any reason, the parties are unable to agree on the selection of an arbitrator then in that event either party may petition a court of proper jurisdiction and proceed pursuant to Chapter 788 of the Wisconsin Statutes. In any event the prevailing party shall be entitled to all costs, expenses and attorneys' fees.

5.3 Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor or others shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor or others shall impair such right or remedy or be construed as a waiver.

5.4 Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel or prescription.

5.5 Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

6. Costs and Liabilities. Grantor shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. This specifically includes the costs associated with Grantee's management activity upon the Property that are within the limitations of paragraph 6.3, below.

6.1 Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

6.2 Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively, the "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence or actions of any of the Indemnified Parties; (b) the obligations specified in paragraphs 6 and 6.1; and (c) the existence or administration of this Easement.

6.3 Payment for Grantee's Management Activities. Grantor recognizes that Grantee's management and stewardship of the Property will enhance the value of the properties in \_\_\_\_\_ (name of development), and that Grantee will incur expenses in carrying out its management and maintenance activities. Grantor agrees to make a charitable donation to the Grantee in the amount of \$5,000 to support the initial protection and enforcement of the conservation easement. The maximum amount that the Association shall be required to pay to Grantee for the year in which this Agreement is executed shall be the product of multiplying **\$100.00** by the number of platted lots in \_\_\_\_\_ (name of development) not owned by Grantor as of January 1<sup>st</sup> of that year unless the owner of that lot shall have elected to join the Association; and the maximum amount that the Association shall be required to pay in any subsequent year shall be the product of **\$100.00** multiplied by one plus the percentage change in the Consumer Price Index- Urban Wage Earners and Clerical Workers, All Items, Milwaukee, 1984 = 100 from December of the year in which this Agreement is executed to December of the year to which the invoice pertains, multiplied by the number of platted lots in \_\_\_\_\_ (name of development) and any additions thereto not owned by Grantor as of January 1<sup>st</sup> of such subsequent year. At the same time that Grantee submits its annual invoice to the Association the Grantee shall also submit a budget which sets forth the expenses for the

following year which the Grantee expects to incur in its management and maintenance of the Property and which it expects the Association to pay.

Anything contained herein to the contrary notwithstanding, the obligation of the Association to pay the Grantee for its management and maintenance of the Property shall not become effective until the earlier of (i) January 1<sup>st</sup> of the year immediately following the year in which Grantor has sold and transferred title to 50% or more of its lots in \_\_\_\_\_ (name of development); or (ii) January 1, 202\_\_\_. Grantee shall not be obligated to provide any management or maintenance on or for the Property until such time as the Association's obligation to pay Grantee's expenses is in effect; provided however, that the Association shall pay Grantee for Grantee's annual inspection of the Property made during any year before the year that the Association's obligation to pay Grantee's expenses is effective.

7. Extinguishment. If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Wisconsin law at the time, in accordance with paragraph 7.1 below. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this grant.

7.1 Proceeds. This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of paragraph 7, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code of 1954, as amended. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

7.2 Condemnation. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

8. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under Section 700.40 of the Wisconsin Statutes (or any successor provision then applicable).

9. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

10. Estoppel Certificates. Upon request by Grantor, Grantee shall within ten (10) days execute and deliver to Grantors any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement as may be requested by Grantor.

11. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

DRAFT

To Grantor: \_\_\_\_\_  
Developer

To Grantee: Waukesha County Land Conservancy, Inc.  
P.O. Box 2572  
Brookfield, Wisconsin 53008

or to such other address as either party from time to time shall designate by written notice to the other.

12. Recordation. Grantee shall record this instrument in timely fashion in the office Register of Deeds of Waukesha County, Wisconsin, and may re-record it at any time as may be required to preserve its rights in this Easement.

13. General Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Wisconsin.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement

or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(i) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling,

*To Have and To Hold* unto Grantee, its successors, and assigns forever.

*In Witness Whereof*, Grantor has set its hand on this \_\_\_ day of \_\_\_\_\_, 2025.

**Need signature blocks.**

The Homeowners Association, Inc. joins in this Conservation Easement for the purpose of acknowledging and accepting its obligations hereunder. Landowners being a part of \_\_\_\_\_ (name of development) in the \_\_\_\_\_ (municipality), Waukesha County, Wisconsin, which is bounded and described as follows:

CONSENT OF MORTGAGEE

\_\_\_\_\_ as mortgagee of any present or future mortgage on the lands subject to the foregoing Conservation Easement, hereby consents to and agrees that its mortgages shall be subject the foregoing Conservation Easement.

**EXHIBIT A**



**EXHIBIT A**

**PERMITTED ENCUMBRANCES**

***\*\*TO BE PROVIDED BY TITLE COMPANY\*\****

# EXHIBIT B

## RESTRICTIONS

The following restrictions shall encumber Outlot 2 (the "Property") shall be deemed to run with the land and shall be binding upon Grantee, Grantees heirs, successors and assigns:

- a) The Property will be retained forever in its natural state. Except as provided hereinafter, no use of the Property which is inconsistent with the preservation of its natural state shall be permitted. No structure, of any nature, shall be constructed on the Property. No commercial, industrial or other actively is permitted on the Property.
- b) The Village of Summit (the "Village") may permit the construction of a public road on the Property to provide access from Meadow Park Place to the lands adjacent to and immediately south of the Property. Any future road shall be constructed at the sole cost and expense of the owner of the Property, constructed to Village specifications and, upon acceptable by the Village, shall be dedicated to the Village.
- c) The Property shall not be used in whole, or in part for conducting any unlawful activity or for any unlawful purpose. No noxious odors or loud noises shall be permitted to escape from the Property, nor shall any activity be permitted or engaged in which constitutes a public or private nuisance.
- d) There shall be no construction of barriers to the free movement of animals, nor the commercial removal of non-game animals on the Property.
- e) There shall be no horses allowed, nor the grazing of livestock of any variety.
- f) There shall be no active recreational use of the Property.
- g) There shall be no operation of any vehicle on the Property.
- h) There shall be no spraying with pesticides, insecticides or herbicides, except as required for the control of noxious plants.



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## MEMORANDUM

To: Village Board

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

Date: November 6, 2025

Re: Department of Public Works Administrative Report

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### **DPW Crew Activities**

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

- One interview for the vacant DPW Operator position was held on October 27<sup>th</sup>. Four additional interviews are scheduled for Thursday, November 13<sup>th</sup>.

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

- One burial was completed in October, and two are scheduled for November.
- 2 grave sales and 2 deed transfers occurred in October.
- Harold Miller II, a long-time member of the Cemetery Board, passed away on October 17<sup>th</sup>. A visitation and service is scheduled for Friday, November 7<sup>th</sup> at Pagenkopf Funeral Home.

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

- Staff have begun to prepare patrol trucks and winter maintenance equipment for the upcoming season.

### ***Park Activities***

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

- The Friends group met on Monday, October 20<sup>th</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.
  - Two dog waste receptacles were donated by a Village resident. One has been installed near the playground area. The other, once received, will be installed near the new parking lot. The Five O's have committed to donating an additional station next year, if needed.
  - 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, December 15<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)**

Waukesha County received notice in late October that the Public Assistance portion of Wisconsin's major disaster declaration has been denied by FEMA. Public Assistance is the recovery funding mechanism through which local governments are reimbursed for eligible, uninsured losses and costs related to the disaster. Historically, Public Assistance has been awarded simply based on a per capita threshold that must be met by individual counties and the state, overall. Waukesha County exceeded our \$1.92 million countywide threshold with FEMA-validated Public Assistance eligible costs of \$2.18 million. The statewide threshold of \$11.14 million was likewise exceeded with FEMA-validated costs of \$26.5 million. Despite the results of the joint federal, state, and local Preliminary Damage Assessments exceeding prescribed thresholds, the application has been denied with no explanation provided other than "it has been determined that [it] is not warranted."

The State has 30 days to appeal the decision, and additional information has been requested of local agencies that submitted recovery costs. If the appeal is unsuccessful, there is a process by which the State could go into arbitration (extending the timeline significantly). If both appeal and arbitration process are unsuccessful, that would close the door on federal recovery for local governments for the flooding. Wisconsin is one of a few states that maintains its own disaster fund designed to help local governments recover (i.e., the Wisconsin Disaster Fund). WDF provides up to 75% reimbursement for eligible, uninsured disaster costs, but it is limited to Debris, Emergency Protective Measures, and Roads & Bridges.

The Village of Summit's costs include \$12,245 of vegetative debris management in the public right-of-way, which is eligible. However, costs related to overtime for sandbagging and repair of shoulder washout that were submitted did not meet the threshold for potential reimbursement. Staff will continue to provide updates to the Village Board on this process and potential reimbursement.

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

A real estate "Kick-off" meeting was held on November 4<sup>th</sup> with Corre (consultant hired by Village for real estate services), Strand Associates (design consultant), WisDOT, and the Village. Corre will begin working on

Staff are waiting for the final WisDOT approval of the design contract amendment. Once approved, a digital signature request will be submitted to the Village President.

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

Wolf Paving and their subcontractors have completed the parking lot project. Staff are anticipating the third payment application. Retainage will likely be held until the spring of 2026 once punch list items are completed.

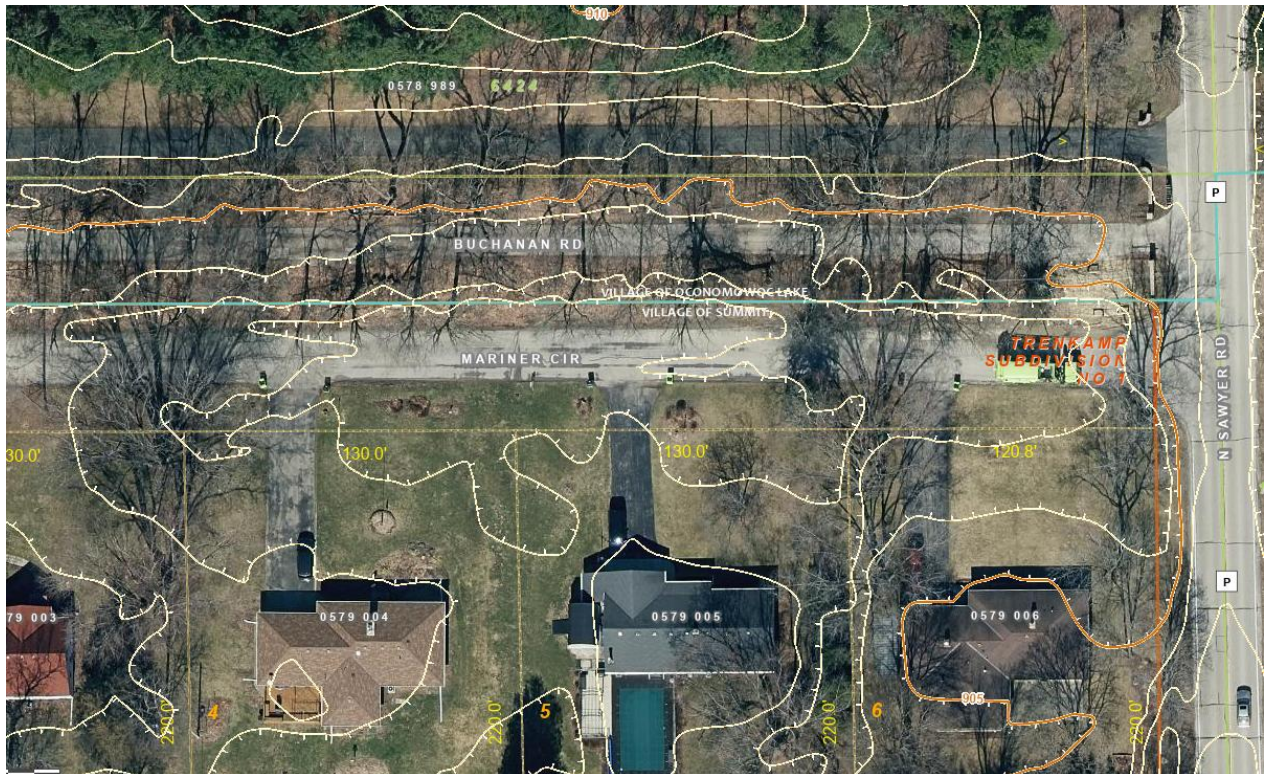
### **Waterville Lake Dam Ownership Update**

GEC completed a dam inspection on October 7<sup>th</sup>, as requested by the DNR after the August severe flooding event. A copy of the inspection results has been requested by Village staff for the Village's records.

The DNR continues to work with Aqualisco, the consultant hired to complete the Dam Failure Analysis, to finalize the study. There are a few outstanding data sets and documents that were requested on November 5<sup>th</sup> by the DNR.

### **Mariner Cir Flooding & Stormwater Concerns**

Village staff have been corresponding with residents who reside at 34531 and 34519 Mariner Cir. As a result of the significant rainfall event in early August of this year, a portion of Mariner Cir was flooded. Both neighbors are concerned about an existing catch basin structure that is located within the public right-of-way between their properties. The structure does not appear in any of the Village's records, and it is unclear when and why it was installed or who was responsible for installation. The neighbors believe that water flows out of the structure and into the ROW in front of their properties from a pipe that extends under Mariner Cir to the north towards Buchanan Rd (Village of Oconomowoc Lake). One of the residents claims that he has witnessed water "shooting" out of the structure 1 to 2 feet high during a past rain event.



This area is a low spot, and the subdivision is relatively flat. It's possible that the structure and pipe were installed in the past to direct water away from this low area to the north, but the

grade to the north in the direction of the culvert raises considerably. Village DPW staff attempted to locate the opposite side of the culvert by digging down, but they were unsuccessful. If the opposite end of the culvert were exposed, it could end up allowing more water from the north to travel back to these properties. In 2026, staff will work with SEH to get the pipe televised to determine where it leads and ultimately ends. This will likely be completed in conjunction with the SUD2 televising contract.

The property owners are inquiring on solutions for the water that ponds in their front yards and next to the roadway in this low area. They also would like to know who would be responsible for any costs (e.g., Village or residents). Once we have a better understanding of the structure and culvert, possible solutions will be evaluated.

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

Nothing significant to report.

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

Staff plan to meet internally the week of November 17<sup>th</sup> to provide a response to the information requested by Joel Dietl (SEWRPC). He has requested additional direction with regard to what information the Village is specifically looking for with regard to water quality and quantity related impacts associated with future development in the Pabst Farms corridor.

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

A separate agenda item has been added to the November 13, 2025 Village Board meeting related to off-road bike facilities on STH 67 between Aurora Drive and Normandale Drive.

A final scoping plan review meeting is scheduled for Thursday, November 13<sup>th</sup> at 2:00 p.m.

#### **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: November 7, 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:** Response to Village Board questions from the October meeting

**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.**

## Debbie Michael

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**From:** Abbie Liedtke <a...>  
**Sent:** Monday, November 3, 2025 4:20 PM  
**To:** Debbie Michael  
**Cc:** Kamron Nash; Alan Barrows  
**Subject:** RE: Recycling IGA Update - Signature Required

Dear Administrator-Clerk/Treasurer Michael,

This correspondence is intended as a response to your October 16, 2025, email regarding the Village Board's discussion regarding the Recycling IGA amendments.

In 1990, Waukesha County formed a Responsible Unit (RU) to manage and implement recycling programs as mandated by Chapter 287, WI Stats. The RU includes 25 member municipalities. The concept behind the responsible unit intergovernmental collaboration is one unit of local government, in this case Waukesha County, can take care of the statutory requirements so other units of government don't have to. There are many other examples of this in Waukesha County. As governmental funding gets tighter, there will be an increasing need to explore other opportunities.

As the Responsible Unit, county staff ensure:

- Separation of recyclables from garbage in single-family homes, multi-dwelling buildings, and various facilities.
- Multi-dwelling buildings (5+ units) provide recycling containers, inform tenants about recycling, and ensure proper recycling collection.
- Commercial and government facilities provide recycling containers, inform facility users about recycling, and ensure proper collection and delivery.
- A system for recycling collection, processing, and marketing.
- Education on electronics recycling.
- Annual reporting to the Wisconsin DNR.
- Public education and outreach programs.

Additionally, County staff administer a comprehensive hazardous waste collection program, a recycling hotline and email, provide technical assistance to municipalities, schools, and businesses, and participate in landfill siting/standing committees. Waukesha County staff communicate program activities to communities several ways, including but not limited to:

- Annual partner meetings in January of each year
- Bi-monthly stormwater and recycling municipal updates
- Municipal resources webpage

When the statute was adopted, municipalities across Wisconsin had a 90-day period to form their own Responsible Unit or opt-out and form a collaborative effort. Your municipality chose to join 24 other municipalities in a collaborative effort where Waukesha County would serve as the Responsible Unit. As noted in [WI State Statute 287.09](#) clarifying notes, communities cannot exit the RU after this window.

Municipal coordination as a Responsible Unit has significantly boosted cost and operational efficiencies. By utilizing a shared recycling facility, we've leveraged recyclable volume to enhance market opportunities and revenues. This strategic collaboration has enabled us to distribute shared net operational income as dividends, amounting to more than \$20 Million since 2001 — a rarity nationwide. Additionally, we provide technical support for local hauling contracts by occasionally engaging national consultants. This approach ensures we access best practices and further benefits our municipal partners.

Following the fire which forced the closure of the joint Material Recycling Facility (MRF) in Milwaukee, Waukesha County engaged with a national consultant to complete a processing assessment study for managing our recyclable tonnage in a publicly-owned and privately operated MRF. Through this study, we learned that capital investments, construction timelines, insurance costs and processing costs all have increased. As a result, the RFP for recycling processing did not include a publicly owned MRF option. Throughout this analysis, the County formally communicated with our Responsible Unit communities to share what we were learning and what the next steps would be. One of the primary types of feedback received from local municipalities was that

Waukesha County should seek recyclable material processing costs if the total tons were allowed to be processed by multiple regional processing companies.

With this information, the County released a Request for Proposals (RFP) for Recycling processing and marketing on November 13, 2024. Several proposers, including those processors that Waukesha County worked closely with after their facility fire, bid on the RFP. The RFP included a required proposal for processing all recyclables at a privately-owned material recovery facility (“MRF”) and two optional proposal items: 1. processing specific community’s recyclables to a privately-operated facility; and 2. transferring recyclables to a privately-owned material recovery facility. Proposals were evaluated on several criteria, including the location of the facility from each partner community and total cost. Waste Management (WM) scored the most overall points on the RFP evaluation criteria for the required proposal: processing all recyclables at a privately-owned material recovery facility (Germantown).

The WM award of the RFP resulted in a 10-year contract that includes two optional 5-year extensions. This term length was recommended by our consultant that assisted with preparation of RFP materials. The Municipal Recycling Dividend IGA term length is aligned with the WM processing contract to ensure continuity between municipal hauling contracts and the contract for processing recyclables.

Maximizing the value of recyclables has been a strategic focus, especially through our contract for processing materials. By processing ~25,000 tons instead of ~4,700 tons collected by Summit alone, we’ve significantly enhanced our market position. This increase not only reduces per-ton processing costs but also boosts marketability and revenue potential. The larger volume allows us to negotiate better market rates, leading to greater economic efficiency. The County’s RFP sought proposals for processing all recyclables with one vendor, or allowed proposers to optionally bid on select communities. The cost associated with splitting communities amongst several different processors would have led to a higher total cost for the municipality. Some vendors did not propose on select communities. For those that did, the cost was often much higher than processing all recyclables collected by the entire Responsible Unit.

The Intergovernmental Agreement (IGA) edits that we have shared with community partners addresses necessary updates to:

- Update the address of the recycling facility, removes references to the Joint MRF and partnership with the City of Milwaukee, and includes several new Whereas statements for additional context.
- The Waste Management processing contract and financial outlook indicates, based on historic recyclable material market prices, there will be a need to fund the cost difference between processing cost and recyclable material prices. Nationally, those cost differences are typically paid by local municipalities. In this case, Waukesha County is committing to strive to use fund balance to cover those costs over the next 10 years so the Responsible Unit municipalities will not have to. We don’t believe this type of collaborative model exists nationally.
- Furthermore, the updated IGA’s maintain the same MRF fund working capital ceiling and floor balances of \$3.5 Million and \$3.1 Million, respectively, that were included in the 2022 executed version of the IGA. The 2025 IGA language regarding the issuance of tip fees has been modified to state that tip fees *may* (instead of “shall”) be charged to the Municipality when the MRF Fund working capital falls below \$3.1 Million, this is due to the County’s pledge to strive to cover that cost. If Summit chooses not to sign the updated IGA, the County will issue a Notice to terminate the existing IGA and Summit would no longer be eligible for future dividend payments. Termination of the IGA does not alter the County’s status as the Responsible Unit or the Municipality’s responsibilities as a participating community in the Responsible Unit (RU).

We would be willing to make time to meet with you and the Village President to discuss this further. Please feel free to contact me with any questions.

Thank you,



**Abbie Liedtke**  
Recycling and Solid Waste Supervisor  
Department of Parks and Land Use  
Land Resources Division  
Phone: 262.896.8317  
Mobile: 262.765.9560  
[waukeshacounty.gov/recycling](http://waukeshacounty.gov/recycling)

**From:** Debbie Michael <administrator@villageofsummitwi.gov>  
**Sent:** Thursday, October 16, 2025 11:58 AM



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**MEMORANDUM**

To: Village Board

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

Date: November 6, 2025

Re: Discussion and Action on Bid Results for Genesee Lake Road Park Dumpster Enclosure

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**PURPOSE:**

To provide an update to the Village Board on the bid results for the Genesee Lake Road Dumpster Enclosure project and to determine next steps.

**BACKGROUND:**

The Genesee Lake Road Dumpster Enclosure project bid opening was scheduled for November 3<sup>rd</sup> at 10:00 a.m. Despite calls from a couple interested contractors after the bid advertisement and documents were made public, no bids were received.

Staff is looking for direction on the next steps for this project. Since it is so late in the construction season, construction will be not possible for 2025. Village staff believe that the best option will be to rebid the project in the late winter 2025/early spring 2026 for construction in 2026, reaching out to additional contractors to try to obtain interest and bids. This project was anticipated to be completed in 2025, and the total GO Bonds secured for 2025 include funding for the project (no additional borrowing in 2026 would be required). If this is the option desired, the Village Board will need to amend the 2026 CIP to include this project. A separate agenda item has been included to amend the 2026 CIP.

**RECOMMENDATION:**

Village staff recommends that the Village Board authorize staff to rebid the project in late winter/early spring and to proactively reach out to additional contractors to advise them of the opportunity.

**ATTACHMENTS:** N/A

**FISCAL IMPACT:** The 2025 approved CIP included \$40,000 in borrowed funds for this project, which were borrowed in anticipation of this project being completed by the end of the year.

**RECOMMENDED MOTION:** Motion to authorize staff to rebid the project in late winter/early spring and to proactively reach out to additional contractors to advise them of the project.



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**MEMORANDUM**

To: Village Board

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

Date: November 6, 2025

Re: Discussion and Action on Amendment of 2026 Capital Improvement Plan to Include the Genesee Lake Road Park Dumpster Enclosure Project

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**PURPOSE:**

To request approval of an amendment to the 2026 CIP to include the Genesee Lake Road Park Dumpster Enclosure project.

**BACKGROUND:**

The Genesee Lake Road Dumpster Enclosure project bid opening was scheduled for November 3<sup>rd</sup> at 10:00 a.m. Despite calls from a couple interested contractors after the bid advertisement and documents were made public, no bids were received.

Staff would like to rebid the project in the late winter 2025/early spring 2026 for construction in 2026, reaching out to additional contractors to try to obtain interest and bids. This project was anticipated to be completed in 2025, and the total GO Bonds secured for 2025 include funding for the project (no additional borrowing in 2026 would be required). The Village Board will need to amend the 2026 CIP to include this project.

**RECOMMENDATION:**

Assuming that the Village Board approved rebidding of the project for construction in 2026, the 2026 CIP will need to be amended to include \$40,000 of borrowed funds. As mentioned in the previous agenda item summary, these funds have already been borrowed in 2025 in anticipation of completion of the project by the end of 2025.

**ATTACHMENTS:** N/A

**FISCAL IMPACT:** The 2025 approved CIP included \$40,000 in borrowed funds for this project, which were borrowed in anticipation of this project being completed by the end of the year. No additional borrowing will be required in 2026.

**RECOMMENDED MOTION:** Motion to amend the 2026 CIP to include the Genesee Lake Road Park Dumpster Enclosure at a cost of \$40,000.



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**MEMORANDUM**

To: Village Board

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

Date: November 7, 2025

Re: Discussion and Action on Consideration for Special Permission per Sec. 24-33(a) of the Village of Summit Code to Allow for a Driveway Width Exceeding 24 feet at 34835 Elm Street

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**PURPOSE:**

The property owners of 34835 Elm St have made a formal request to obtain special permission for a driveway width that exceeds the maximum allowable width at the outer edge of the road for single-family residential properties.

**BACKGROUND:**

Special Permission Approval Process

In early April 2024, the Village Board adopted ordinance changes related to private driveways. The ordinance states the following with regard to variances:

“The Village Board may vary any of the requirements where the peculiar nature of the property or the design of the road makes the rigid adherence to the above standards impossible or impracticable, provided that any such variances do not create undue impairment of safety and utility of the street and/or do not adversely affect the rights of adjacent property owners or tenants.”

Property Construction History & Special Permission Request

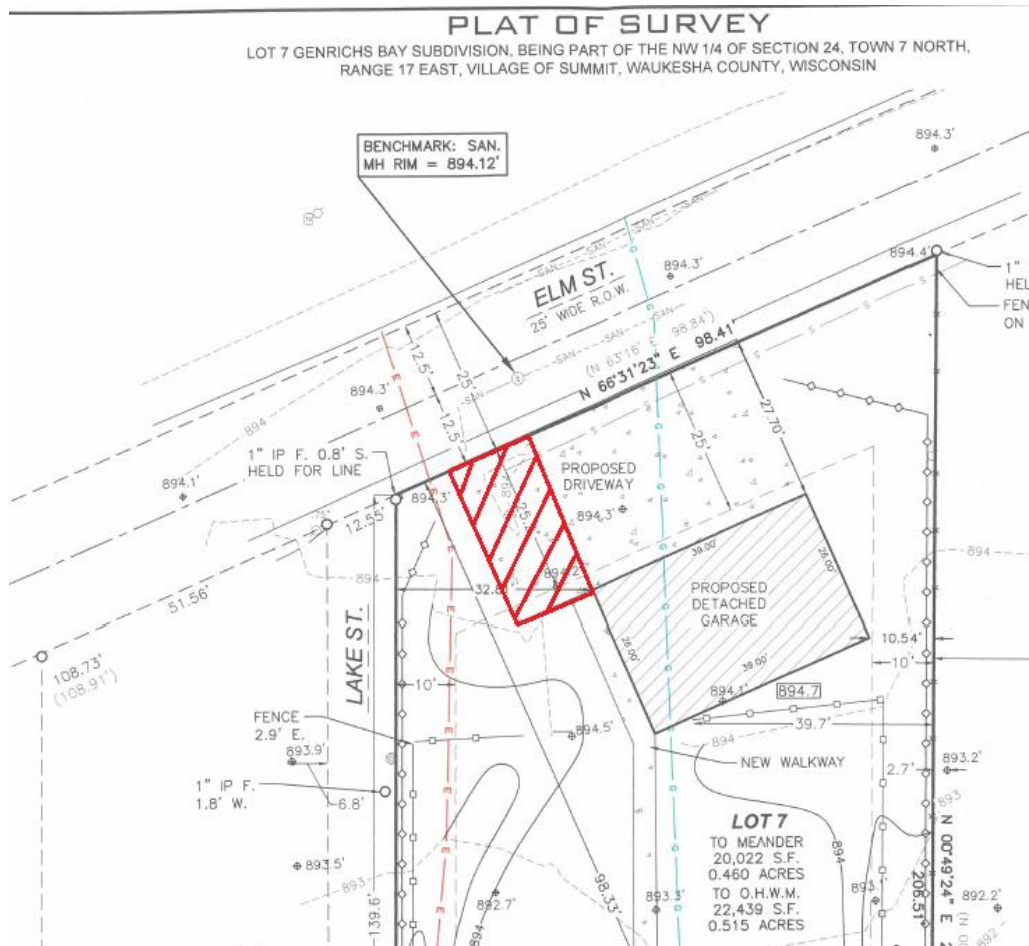
The property owner at 34835 Elm St intends to build a new 3-car detached garage that will be approximately 33' from the edge of the road (25' from the ROW). Due to the width of the garage and the limited space between the road and the garage, the owner is requesting special permission to install a driveway that extends the 39' width of the garage the full distance to the edge of the road. A sidewalk will connect on the southwest corner of the driveway to provide access to the house. *\*Note that the area hatched in red on the attached survey will not be included in the proposed driveway.*

The original gravel parking area was approximately 38' in length at the width of the road. The Village Planner and Building Inspector are currently reviewing plans for the garage and impervious surfaces. It is recommended that approval of the special permission, if granted by the Village Board, is contingent upon approval of the garage and total impervious surface

calculations for the entirety of the parcel. In the event that the garage footprint or location changes, the owner may bring the request back to Village staff and/or the Village Board for approval.



GIS Aerial Image: 2022 (original garage and drive)



Proposed Garage and Driveway (excluding area hatched in red)

RECOMMENDATION:

In the past, variance requests for driveway width generally have been evaluated using the following questions/criteria to make a determination:

**What length of time has the driveway existed in its current state?**

*If the driveway has existed prior to Village incorporation (pre-2010) and the answers to questions 2, 3, and 4 below are NO, consideration may be given to allow the driveway to remain in legal, non-conforming status until future improvements are made. If the driveway was installed in 2010 or later, the driveway should be replaced to comply with current ordinance requirements.*

- 34835 Elm St - The driveway will be a new construction. The new construction is replacing a home that recently was damaged in a fire (home and garage will be replaced). The proposed driveway is similar in width to the pre-existing driveway.

2. **Is the driveway located in an area where hazardous conditions exist or does the driveway create any potential safety hazards in its current state (e.g., located on a curve, obstructed view of driveway from roadway, proximity to other driveways, narrow lot widths, volume of road traffic/speed limit)?**

*If YES, the driveway should be brought into compliance with existing ordinance requirements to mitigate safety concerns. If NO, and no additional criteria are met that would require a driveway retrofit to comply with ordinance requirements, consideration may be given to allow the driveway to remain in legal, non-conforming status until future improvements are made or a change in use occurs.*

- 34835 Elm St - The driveway is on a low-volume residential road and does not pose any significant safety hazards to the traveling public as proposed. There are several driveways in this area that exceed standard width due to proximity of garage to the road and limited parking space.

3. **Is there any significant work outside of a simple asphalt overlay or mill and asphalt overlay required on the driveway (e.g., does the driveway base and/or culvert need to be replaced, is the driveway location or layout changing)?**

*If YES, the driveway should be required to be brought into compliance with current ordinance requirements. If NO, and no additional criteria are met that would require a driveway retrofit to comply with ordinance requirements, consideration may be given to allow the driveway to remain in legal, non-conforming status until future improvements are made or a change in use occurs.*

- 34835 Elm St – N/A.

4. **Has there been or will there be a change in use of the existing driveway (e.g., is the driveway no longer serving a structure or parking area, has the property type changed, is the number and/or type of vehicles changing)?**

*If YES, the driveway should be required to be brought into compliance with current ordinance requirements, including the potential removal of a driveway approach that no longer provides access for vehicles to something definite on private property as defined by ordinance. If NO, and no additional criteria are met that would require a driveway retrofit to comply with ordinance requirements, consideration may be given to allow the*

*driveway to remain in legal, non-conforming status until future improvements are made or a change in use occurs.*

- 34835 Elm St – No change in use has occurred or is planned in the future. The new driveway will serve a 3-car garage and will provide overflow parking for the residence.

ATTACHMENTS: Email Correspondence from Lisa Miller RE: ROW Permit for Garage/Driveway 34835 Elm St (dated October 21, 2025)

FISCAL IMPACT: N/A

RECOMMENDED MOTION: To be determined, based on Village Board direction. If the Village Board grants special permission for the driveway width at the road for 34835 Elm St, it is recommended that the motion for approval is contingent upon completion and approval of a Right-of-Way Permit and approval of the proposed garage and impervious surface calculations by the Building Inspector and Planner/Zoning Administrator.

## Kamron Nash

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**From:** Lisa Miller  
**Sent:** Tuesday, October 21, 2025 11:36 AM  
**To:** Kamron Nash  
**Cc:** matt brazelton  
**Subject:** ROW permit for garage/driveway 34835 Elm St. Village of Summit

Hi Kamryn,

Thank you for your time this morning, per our conversation I am requesting a ROW permit for our property at 34835 Elm Street in the village of Summit. Our garage is a proposed detached 3 car garage and is 25 feet from the road. We are asking that the driveway exceed the typical 24 feet due to the location. We have a "short" driveway and are requesting to be allowed a wider driveway to accommodate the short distance from the road and to make it easier/accessible as a narrow 24 ft driveway would make it very difficult to access our garage. My understanding is that the next village board meeting is on 11/13/25 and I would like to be put on the calendar to request a variance. Our proposed driveway would be the same width as the garage, 39 feet, and would not extend past the garage on either side.

Thank You,  
Lisa Miller/Matt Brazelton



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## MEMORANDUM

To: Village Board

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

Date: November 6, 2025

Re: Discussion and Action on Consideration for Special Permission per Sec. 24-33(a) and Sec. 24-37 of the Village of Summit Code to allow for a Driveway Width Exceeding 24 feet and Concrete Installation within 5 feet of the Street Pavement at 221 S Sunflower Court

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### PURPOSE:

The property owners of 221 S Sunflower Court have made a formal request to obtain special permission for a driveway width that exceeds the maximum allowable width at the outer edge of the road for single-family residential properties, as well as to maintain a concrete apron that does not meet the 5' asphalt requirement for rural profile roads.

### BACKGROUND:

#### Variance Approval Process

In early April 2024, the Village Board adopted ordinance changes related to private driveways. The ordinance states the following with regard to variances:

“The Village Board may vary any of the requirements where the peculiar nature of the property or the design of the road makes the rigid adherence to the above standards impossible or impracticable, provided that any such variances do not create undue impairment of safety and utility of the street and/or do not adversely affect the rights of adjacent property owners or tenants.”

#### Property Construction History

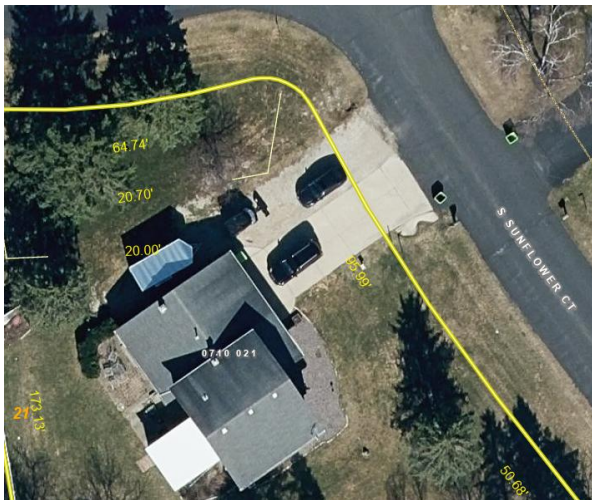
221 S Sunflower Ct is an existing single-family home. Historical GIS images show that the original driveway met ordinance requirements for driveway width. At some point between 2015 and 2017, the driveway was widened at the edge of the road and back towards the house and beyond with gravel to provide additional parking and storage.

In October 2025, staff were made aware that the driveway had been repoured with concrete, including much of the gravel drive area. A Right-of-Way Permit was not completed for the work. The DPW Crew Leader spoke to the property owner on October 22<sup>nd</sup> at the residence and advised him that the driveway did not meet ordinance requirements for width and construction material. The final driveway opening width is now approximately 32' at the edge of the road, and the concrete apron extends to within 24" of the road edge. There are two

other driveways on the cul-de-sac with concrete too close to the road edge, one of which appears to have been installed after 2020 and one after 2017.



Photo: October 22, 2025 (newly poured driveway)



GIS Aerial Image: 2024



GIS Aerial Image: 2015

### Special Permission Request

Staff did not receive any contact from the property owner in the days following the initial contact, a violation notice was sent by certified mail on 10/28 outlining the issues and procedure for requesting special permission from ordinance requirements. The property owner called on 11/5 to discuss, stating that they were not aware of the permitting requirements. They also wish to maintain their driveway width at 32' and to keep the concrete apron within 5' of the edge of the road and are requesting special permission for each from the Village Board.

## RECOMMENDATION:

In the past, special permission requests for driveway width generally have been evaluated using the following questions/criteria to make a determination:

### **What length of time has the driveway existed in its current state?**

*If the driveway has existed prior to Village incorporation (pre-2010) and the answers to questions 2, 3, and 4 below are NO, consideration may be given to allow the driveway to remain in legal, non-conforming status until future improvements are made. If the driveway was installed in 2010 or later, the driveway should be replaced to comply with current ordinance requirements.*

- 221 S Sunflower Ct - The driveway has existed since the 1980's. Historical GIS images show that the original driveway met ordinance requirements for driveway width in 2015 and earlier. At some point between 2015 and 2017, the driveway was widened at the edge of the road and back towards the house and beyond with gravel to provide additional parking and storage.

### **2. Is the driveway located in an area where hazardous conditions exist or does the driveway create any potential safety hazards in its current state (e.g., located on a curve, obstructed view of driveway from roadway, proximity to other driveways, narrow lot widths, volume of road traffic/speed limit)?**

*If YES, the driveway should be brought into compliance with existing ordinance requirements to mitigate safety concerns. If NO, and no additional criteria are met that would require a driveway retrofit to comply with ordinance requirements, consideration may be given to allow the driveway to remain in legal, non-conforming status until future improvements are made or a change in use occurs.*

- 221 S Sunflower Ct - The driveway is at the beginning of a low-volume cul-de-sac and does not pose any significant safety hazards to the traveling public as constructed.

### **3. Is there any significant work outside of a simple asphalt overlay or mill and asphalt overlay required on the driveway (e.g., does the driveway base and/or culvert need to be replaced, is the driveway location or layout changing)?**

*If YES, the driveway should be required to be brought into compliance with current ordinance requirements. If NO, and no additional criteria are met that would require a driveway retrofit to comply with ordinance requirements, consideration may be given to allow the driveway to remain in legal, non-conforming status until future improvements are made or a change in use occurs.*

- 221 S Sunflower Ct – The driveway is concrete construction to within approximately 24" of the edge of the road and is approximately 32' wide at the road opening. If the driveway width is required to be maintained at no more than 24', the property owner will be required to saw cut and remove the excess concrete in the apron and to restore the right-of-way. If an asphalt approach is required the full 5' back from the edge of the road, the owner will be required to saw cut the concrete the width of the driveway and install asphalt.

### **4. Has there been or will there be a change in use of the existing driveway (e.g., is the driveway no longer serving a structure or parking area, has the property type changed, is the number and/or type of vehicles changing)?**

*If YES, the driveway should be required to be brought into compliance with current ordinance requirements, including the potential removal of a driveway approach that no longer provides access for vehicles to something definite on private property as defined by ordinance. If NO, and no additional criteria are met that would require a driveway retrofit to comply with ordinance requirements, consideration may be given to allow the driveway to remain in legal, non-conforming status until future improvements are made or a change in use occurs.*

- 221 S Sunflower Ct – No change in use has occurred or is planned in the future. The driveway and new concrete pavement closer to the house serves as additional vehicle parking and storage. The property owner claims that it was difficult to back into the driveway before it was widened.

ATTACHMENTS: Email Correspondence from Andrew Hawley RE: 221 S Sunflower Ct - Driveway Violation Notice & Driveway Variance (dated 11/5 – 11/6/2025)

Violation Notice (dated 10/28/2025)

FISCAL IMPACT: N/A

RECOMMENDED MOTION: To be determined, based on Village Board direction. The Village Board should consider two separate special permission requests:

1. Driveway width exceeding ordinance limitation of 24'

If the Village Board approves special permission for exceeding driveway width at the road for 221 S Sunflower Ct, it is recommended that the motion for approval is contingent upon submitting an after-the-fact ROW Permit and permit fee.

2. Concrete driveway installed within 5' of edge of road

If the Village Board approves special permission for concrete installation within 5' of the edge of the road, it is recommended that the motion is contingent upon the property owner fully restoring the area adjacent to the new concrete so that a drop off or "lip" that currently exists is not hit by plow equipment. In the event that plow equipment is damaged by the concrete during plowing operations, the property owner is responsible for damage incurred by ordinance.

## Kamron Nash

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**From:** Kamron Nash  
**Sent:** Thursday, November 6, 2025 1:37 PM  
**To:** 'Andrew Hawley'  
**Subject:** RE: 221 S Sunflower Ct - Driveway Violation Notice & Variance Request

Hi, Andy.

You are not bothering me – no worries. We would prefer to have the work completed before the winter, if possible. The Board may give you more specific direction. We do not have specific contractors to be used – you may select your own. It's not common for concrete installers to do asphalt work, but they may have asphalt companies they work with and recommend.

Some contractors are good about checking with municipal code requirements, and some aren't. Many agencies (especially larger communities) have permitting requirements for work in the public right-of-way and ordinance standards for driveways, and there are contractors out there who simply do not follow through unless they are caught or instructed to do so. I'm not saying that your contractor fits into one category or the other, but I always wonder why it's not standard practice for them to proactively reach out in advance. It helps avoid situations like this in the long run.

Thank you,

Kamron

**From:** Andrew Hawley  
**Sent:** Thursday, November 6, 2025 1:12 PM  
**To:** Kamron Nash <[pwdirector@villageofsummitwi.gov](mailto:pwdirector@villageofsummitwi.gov)>  
**Subject:** Re: 221 S Sunflower Ct - Driveway Violation Notice & Variance Request

Kamron,

Ok this makes way more sense now, thank you!

I believe my contractor thought that since it was already that width it was just a replacement, again... my fault for not looking into it more, but I'd assume that's why he didn't contact diggers hotline. I know when the first person widened the driveway 10 years ago he did contact diggers hotline (not that that helps now obviously).

Last question, I'm sorry to keep bothering you!!! Lets say I don't get a variance on the ingress, is there a timeline on fixing this? I know it's getting close to winter and such, just curious. Also, can I use any contractor I want for this, or does it have to be a specific company? I'd assume anyone that does concrete would have to have a separate contractor come in to redo the asphalt ingress. When I got quotes, not one contractor mentioned that.

Thanks again,  
Andy

On Thu, Nov 6, 2025 at 12:25 PM Kamron Nash <[pwdirector@villageofsummitwi.gov](mailto:pwdirector@villageofsummitwi.gov)> wrote:

Hi, Andy.

I'm happy to provide additional background info. I get asked these questions a lot! 😊

In the past (pre-2021), the Village did not proactively require permitting for driveway work that did not have a significant change to the existing driveway (e.g., location or addition of a new access). As a result, ordinance requirements were often not met. Some of the new driveway construction was grossly out of compliance, creating safety issues for the travelling public and creating hazards for our plowing equipment. The permitting process was revamped not long after I started in my role with the Village as a means to ensure that any driveway work is reviewed by staff to mitigate these issues. The Village has been proactively trying to communicate this information to residents and local contractors, including with the annual tax insert newsletter and on the Village website. Our best method to educate has been by proactively reaching out to property owners or contractors when we are notified by Digger's Hotline that work is planned so that proper permitting can be obtained and the planned work is reviewed and approved. In your case, the contractor did not contact Digger's Hotline, and we were not notified until after the concrete was poured. This is very concerning since there was some tear-out work that was completed, and State law requires that Digger's Hotline is contacted for this type of work.

When we revamped the permitting process and updated the driveway ordinance, the Village Board gave staff direction to enforce compliance with new driveway work moving forward. As you can imagine, going back to try to determine when existing driveways non-compliant were installed and whether they met ordinance requirements that were in effect at the time of installation would be time consuming and a draw on resources. Over the past two years, we've been addressing non-compliant driveway aprons constructed of concrete where we are able to when roads are resurfaced. S Sunflower Ct was last resurfaced with an asphalt overlay in 2018, which was before we began this process. During this work, some of the driveway aprons had asphalt that was tapered back so that there was not a significant drop off due to the change in road elevation. We recently seal coated the road, which would not have impacted driveways.

As your neighbors begin to replace aging driveways or to make changes, our hope is that they will follow the permitting process and secure any variance requests with the Village Board.

Thank you,

Kamron

**From:** Andrew Hawley

**Sent:** Thursday, November 6, 2025 10:33 AM

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

**Subject:** Re: 221 S Sunflower Ct - Driveway Violation Notice & Variance Request

Hey Kamron,

Thanks for the response!

Thank you for the meeting info, I will be sure to be there! I'll get some photos together and send over.

I understand, but multiple driveways were replaced since paving, and do not have proper ingress. I'm assuming no one reported them, which is why they have not had to modify their driveways. I have reached out to them and they did not receive a letter from Summit, nor did they have to obtain a variance, I'm assuming since they weren't reported (I assume someone reported me). I guess that's the only case I have, if everyone was held to the same 5 foot standard for ingress, everyone on all the cul de sacs that aren't compliant should have to fix their ingress. I can also attest to not ever having 5 feet of ingress with pictures since the paving was completed. I guess I'm confused if that's the standard and they repaved the roads, why didn't we all get 5 feet of ingress at that time? Or did that ordinance change since the last paving took place? I'm in no way putting blame on anyone, I understand I'm at the mercy of the town ordinances and I should have looked at this before hand, I'm just trying to have all the data I need to try to convince the board.

Thanks again for everything,

Andy

On Thu, Nov 6, 2025 at 10:12 AM Kamron Nash <[pwdirector@villageofsummitwi.gov](mailto:pwdirector@villageofsummitwi.gov)> wrote:

Hi, Andy.

I will begin putting a summary together for the Board meeting, per your request. The meeting starts at 6:30 p.m. and will be held at Village Hall. You may provide any photos or other documentation that you believe will help the Board understand your request and make a final determination.

As I mentioned previously in our phone call, the other driveways you are referring to may have been improperly installed without meeting ordinance requirement at some point in the past without Village knowledge. We require that any driveway improvements meet ordinance requirements, or that they receive a variance. Once your neighbors make improvements or changes to their driveways, they will be expected to do the same.

I hope that this information is helpful. If you have any additional questions, please let me know.

Thank you,

Kamron

**From:** Andrew Hawley

**Sent:** Wednesday, November 5, 2025 10:55 AM

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

**Subject:** Re: 221 S Sunflower Ct - Driveway Violation Notice & Variance Request

Hey Kamron,

Thank you for your time this morning. I would like to request a variance on both fronts.

The current finished driveway is 388" wide, which is 32.33 feet. This was to accommodate extra car parking, and trailer parking on the side of the garage. It was impossible to back into the driveway the way it was before the driveway was widened. Landscaping and widening the driveway was the only solution.

The current ingress from the road is 24", it was previously 28" before the driveway was replaced. The only reason for the 4" difference was the newly paved road was slightly over the top of the old concrete slab and the ingress needed to be trimmed to be even after they removed the old concrete slab. Other

houses in the cul de sac have between 24 and 36" of ingress. 2 of which driveways were replaced since the road was poured and have the same ingress as my driveway currently.

Is it beneficial for me to provide pictures of the current driveway, and other driveways in the cul de sac before the meeting via email, or should I bring these items to the town meeting?

Last question... what time is the meeting on Nov 13th?

Thanks again for your time,

Andy Hawley

On Wed, Nov 5, 2025 at 10:33 AM Kamron Nash <[pwdirector@villageofsummitwi.gov](mailto:pwdirector@villageofsummitwi.gov)> wrote:

Good morning, Andrew.

Thank you for the phone call this morning. If you are still interested in pursuing a variance to exceed the maximum width of the driveway, you may reply to this email with your request. Please provide the width of the newly poured driveway surface in your email. GIS records indicate that the existing paved portion of the driveway was approximately 22' in width, and a gravel pad was installed sometime between 2015 and 2017 to the north of the concrete that widened the opening an additional 17'.

If you also wish to request a variance for the concrete apron that extends to the edge of the road, please let me know. Note that variances for concrete at the road edge are not commonly granted by the Village Board.

Please let me know if you have any questions.

Thank you,



Pop: 5,341

**KAMRON E. NASH, P.E.**

*Public Works Director*  
*She/Her*

☎ 262.567.2757

📠 262.567.4115

✉ [pwdirector@villageofsummitwi.gov](mailto:pwdirector@villageofsummitwi.gov)

📍 37100 Delafield Rd

Summit WI 53066

🌐 [villageofsummitwi.gov](http://villageofsummitwi.gov)

Hours: Monday - Friday 8:00am - 4:00 pm



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Building Inspector, 262 490-4141  
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## **NOTICE OF VILLAGE ORDINANCE VIOLATION**

October 28, 2025

Andrew & Krista Hawley  
221 S Sunflower Ct  
Summit, WI 53066

### **CERTIFIED MAIL**

RE: VIOLATION: Construction of Driveway Apron/Approach on Property Located at 221 S Sunflower Court (SUMT0710021)

Dear Property Owners:

It has been brought to the attention of the Village of Summit that the driveway apron/approach at your residence at 221 S Sunflower Court was improperly installed and is in violation the Village of Summit Code of Ordinances. Please note that the following provisions of the Village's Code of Ordinances apply to your property, specifically related to installation and specifications of driveways:

*Section 24-33(a): Excavations and Driveways – Specifications.* The Village of Summit requires that the driveway shall not be less than 18 feet or exceed 24 feet in width at the outer or street edge unless special permission is obtained from the Village Board. Village staff verified that the measurement of the driveway width exceeds the 24-foot maximum.

*Section 24-36(3) Excavations and Driveways – New Installations.* The Village of Summit does not allow concrete surfacing on a private driveway closer than five (5) feet to the paved surface of the street. Village staff verified that the concrete driveway extends to the edge of the paved surface of S Sunflower Ct.

Our records indicate that an Application for Permit to Excavate, Construct, Maintain or Repair Facilities in the Public Right-of-Way (ROW) permit was not applied for, as is required for new driveway installations. Driveways that do not conform to the regulations of adopted Village ordinance at the time of construction are considered illegal, non-conforming driveways and must be brought into compliance at the expense of the property owner.

The Village requires the following corrective actions:

- 1. Within 15 days of the date of this letter, submit an application for a ROW Permit that includes a scaled as-built site plan or survey with proposed revision to the driveway layout within the public right-of-way that complies with Village Ordinance requirements.** *Note that the additional concrete that was placed on your property may not meet Village zoning ordinance requirements for impervious surface limitations. The Village Building Inspector will review the survey provided and current impervious surfaces and may require additional corrective action.*
- 2. No later than December 5, 2025, replace the existing concrete driveway apron/approach with an asphalt apron that complies with the specifications and installation requirements outlined in Village Ordinance Section 24-36 and provide restoration to the grass swale/ditch within the right-of-way.** *Note that this work may only occur*

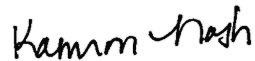
*after the scaled drawing or survey with the revised driveway layout has been approved. Any damage that is incurred by Village equipment during snow and ice control operations due to the concrete apron will be the responsibility of the property owner.*

Failure to comply with the required actions outlined above will result in the Village taking corrective action at the property owners' expense, per *Section 24-34 Excavations and Driveways – Enforcement*.

You have the option to request special permission from the Village Board for a driveway width that exceeds 24 feet in width. If you intend to petition the Village Board for permission, please provide a written request with any supporting documentation or reasoning for your request no later than Wednesday, November 5, 2025. If a request is submitted by this date, your petition will be added to the November 13<sup>th</sup> Village Board meeting. The meeting will begin at 6:30 p.m., and you are encouraged to attend. The request may be submitted by mail or by email to [pwdirector@villageofsummitwi.gov](mailto:pwdirector@villageofsummitwi.gov).

If you have any questions on this matter, please feel free to contact me at (262) 567-2757 or by email at [pwdirector@villageofsummitwi.gov](mailto:pwdirector@villageofsummitwi.gov).

Respectfully,



Kamron E. Nash, P.E.  
Public Works Director  
Village of Summit

cc: Village Planner/Zoning Administrator, email only  
Village Building Inspector, email only  
Village Administrator-Clerk/Treasurer, email only  
Village Police Chief, email only



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## MEMORANDUM

To: Village Board

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

Date: November 5, 2025

Re: Discussion and Action on Purchase of Used 2022 Case 621FXR Wheel Loader

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### PURPOSE:

To request approval from the Village Board to authorize the purchase of a used wheeled loader.

### BACKGROUND:

As part of the 2026 budget and CIP approval process, \$240,000 of borrowed funds have been included in the 2026 CIP for the purchase of a new wheeled loader and attachments. Miller-Bradford & Risberg, Inc. reached out to DPW staff to advise that they were offering several used 2022 Case 621FXR units. These units were purchased for a large project in the area that has concluded. They are being sold with an optional 2-year/2,000-hour extended warranty (including technician time and travel) on top of any existing warranty that is available at an additional cost of \$8,100. The units have approximately 300 hours on them and are being sold on a first-come, first-served basis. The total cost for the loader, 3 cubic yard bucket, pallet forks, and warranty is \$158,100. The cost to add a new 4-yard dual arm grapple attachment is an additional \$23,652.75, for a total purchase price of \$181,752.75.

Several of the available units have been sold to date, and Miller-Bradford has indicated that they would be willing to hold a loader for the Village with a commitment to purchase and take possession in early 2026.

### RECOMMENDATION:

Village staff is recommending that the Board approve committing to an order from Miller-Bradford & Risberg, Inc. for the purchase of a used 2022 Case 621FXR Wheel Loader, attachments, and the extended warranty as proposed for a total cost of \$181,752.75 utilizing borrowed funds. The Village would issue a purchase order in late 2025 and would not be obligated to pay any of the cost until the unit has been delivered in early 2026. This is approximately \$58,000 less than the cost to purchase a new loader and attachments.

ATTACHMENTS: Miller-Bradford & Risberg, Inc. Quote (dated 10/30/2025)

FISCAL IMPACT: \$181,752.75 total purchase cost; 2026 Proposed CIP/budget includes \$240,000 of borrowed funds

**RECOMMENDED MOTION:** Motion to authorize Village staff to place an order for the purchase of a used 2022 Case 621FXR Wheel Loader, proposed attachments, and extended warranty as proposed at a cost of \$181,752.75 in 2026 utilizing borrowed funds.



## TERMS AND CONDITIONS OF SALE

1. **Acceptance, Governing Provisions and Cancellation.** No orders for products or services of Miller-Bradford and Risberg, Incorporated (hereinafter called ("Seller")) shall be binding upon Seller until accepted in writing by an officer of Seller. This contract and these terms and conditions shall constitute the entire agreement between Seller and purchaser, and shall be governed by and shall be construed according to the laws of the State of Wisconsin.

2. **Delivery, Claims and Delays.** Delivery of products to a carrier at Seller's premises or other loading point shall constitute delivery to purchaser; and regardless of shipping terms or freight payment, all risk of loss or damage in transit shall be borne by purchaser. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated herein, all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve purchaser of his obligations to accept remaining deliveries.

Claims for shortages or other errors in delivery must be made in writing to Seller within ten days after receipt of shipment and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by purchaser. Claims for loss or damage to goods in transit should be made to the carrier and not to Seller.

Seller shall not be liable for any damage as a result of any delay due to any cause beyond Seller's reasonable control, including, without limitation, an act of God, act of the purchaser, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, a war, riot, delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

3. **Taxes and Other Charges.** Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and the purchaser shall be paid by the purchaser in addition to the prices quoted or invoiced. In the event the Seller is required to pay any such tax, fee or charge, the purchaser shall reimburse Seller therefor; or, in lieu of such payment, the purchaser shall provide Seller at the time the order is submitted with an exemption certificate or other document acceptable to the authority imposing the same.

4. **LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES:** The liability of the Seller with respect to any contract, or anything done in connection therewith such as performance or breach thereof or from the manufacture, sale, delivery, resale, installation or use of any equipment covered by or furnished under this contract whether in contract, in tort, under any warranty or otherwise, shall not, exceed the price of the equipment or part upon which such liability is based. Seller shall not be liable to any consequential, incidental, or contingent damages whatsoever.

5. **Shipping Weights.** Seller shall not be responsible for the accuracy of shipping weights. Such weights are correct only within the limits necessary for estimating freight. For foreign shipments 20% should be added to approximate shipping weight.

6. **Storage.** If the products are not shipped within 15 days after notification to the purchaser that they are ready for shipping, for any reason beyond Seller's reasonable control, including the purchaser's failure to give shipping instructions, Seller may store such products at the purchaser's risk in a warehouse or yard or upon Seller's premises, and the purchaser shall pay all handling, transportation and storage costs at the prevailing commercial rates upon submission of invoices therefor.

7. In the event that the contract provides for a credit to be given to purchaser for any machinery or product traded in, then the purchaser warrants and represents to the Seller that such equipment is titled to the purchaser and is free and clear of any and all liens and/or encumbrances.

8. **LOSS AND INSURANCE:** In the event that this sales contract provides for financing or for periodic payments thereof, or for any other payment schedule, then the purchaser agrees to pay MBR for all loss and damage to said equipment occasioned by fire, theft, flood, accident, explosion, wreck, act of God, or other causes that may occur during the life of this sales contract until said equipment is fully paid. The purchaser shall maintain comprehensive physical damage coverage to insure against all risk of physical loss, including, but not limited to, fire and theft. The insured limits shall be for **replacement value**. The purchaser will provide MBR with a loss payable clause or certificate of insurance naming MBR as an **additional insured and loss payee**. The insurance policy shall provide for 30 days written notice to MBR or its assigns of the cancellation or material modification of said insurance policy. The purchaser further agrees to indemnify and hold MBR harmless against all loss, damage, expense and penalty arising from any character whatsoever occasioned by the operation, handling or transportation of any of the above listed equipment during this period and while said equipment is in the possession or under the custody and control of the purchaser. For this purpose, purchaser agrees to provide and maintain a general liability insurance policy in the amount of not less than \$1,000,000.00, with MBR as a named insured, in insurance companies and under policies of insurance acceptable to MBR. The general liability insurance policy provided by this paragraph shall also provide for a 30 day written notice to MBR or its assigns of cancellation or material modification thereof.

9. **Hold Harmless.** Customer shall defend, indemnify and hold forever harmless MBR, its subsidiary and affiliated companies, their officers, agents and employees, against all loss, liability and expense, including reasonable attorneys' fees, by reason of bodily injury including death, personal injuries and property damage, sustained by any person or persons, including but not limited to employees of Customer, as a result of ownership, maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment whether such bodily injury, death, personal injury or property damage are due or claimed to be due to any negligence of MBR, its employees or agents, or any other person.

10. **Arbitration.** In the event that any dispute arises between the parties, then all such matters shall be resolved by mandatory Arbitration. In the event that a party requests Arbitration, then the parties shall attempt to name a single Arbitrator. If the parties cannot agree on an Arbitrator within ten (10) days from the date of demand, then any party may apply to the Chief Judge of Waukesha County to name an Arbitrator to resolve the dispute. The Arbitration costs shall be borne equally by the parties.

11. Buyer acknowledges that he or his employees are familiar with the operation and maintenance of the equipment purchased and Seller has no obligation to train the buyer or any of its employees with respect to the operation and maintenance of said equipment.

12. **Default:** If purchaser shall be in default under any provision or term of this contract, the entire outstanding purchase price shall become immediately due and payable. In the event legal action becomes necessary to enforce any provision of this contract, purchaser agrees to reimburse Seller for all costs of collections or enforcement, including reasonable attorney fees.

13. **Trade-Ins:** Purchaser represents that each trade-in item shall be free and clear of all security interests, liens, and encumbrances.

## GUARANTY

As an inducement to the Seller to enter into this equipment sales contract with the purchaser and in consideration of the benefits to be derived thereunder, the undersigned persons, agree to personally guarantee performance and payment of the purchaser's obligations under this sales contract.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the date first above written.

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Guarantor

# Handgun Disposal Plan

**10/28/2025**

We currently have 12 handguns which need to be disposed due to the purchase of new, 9mm handguns with advanced optics.

When this Capital Project was approved last year, the understanding was that officers would be allowed to purchase their old handguns if they wanted. The vendor, Keisler, would take care of the required transfer paperwork for a fee, unless we chose to use a different entity with a Federal Firearms License (FFL). The residual amount would be given back to the Village. They also agreed to purchase any remaining handguns.

Unfortunately, the funds coming back to the Village would be in the form of a credit with them. We don't purchase items from them on a regular basis and I don't believe this would be a good idea.

One of our part time officers, Gene Wilbur, is an FFL holder. He has agreed to make these 'transfers' as well as sell the remaining handguns.

Per Keisler, they would charge an officer \$367.50 for each gun. Any guns that were straight-trades would be credited \$280.00. Based upon the straight-trade credit number, I believe that is also the amount that we would get back after an officer-purchased sale.

I propose that our officers be allowed to purchase their old gun at \$280 (plus any fees/taxes). Any guns that are not purchased by an officer, would be put up for legal sale at a price no lower than \$280 each. Officer Wilbur advised that he would be willing to sell the guns for us at no additional FFL charges.



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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: Chief Michael Hartert

Date: October 28, 2025

Re: Disposal of Handguns

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**BACKGROUND:** In October of 2025, all full-time, sworn Police Officers transitioned from the .45 caliber Glock handgun to the new 9mm Glock with enhanced optics. Due to a miscommunication, the handgun provider, Keisler, will only give us a credit for the old guns. Keisler had agreed that if an officer wanted to purchase their handgun, the cost would be \$367.50 each after their fees. However, if we would just turn in the gun to Keisler's, they would credit us \$280 for each gun.

**ATTACHMENTS:** Proposal for Disposal of Handguns; Keisler Pricing on Returned Handguns.

**FISCAL IMPACT:** Positive cash flow to the General Village Fund.

**RECOMMENDED:** Motion to approve using Federal Firearms Licensed Officer Gene Wilbur, to dispose of the .45 caliber handguns. Sales to Summit Police Officers would be at \$280 (plus Taxes and Fees). Sales on the open market would not be below \$280 each.



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**MEMORANDUM**

To: Village Board

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: November 13, 2025

Re: Fire Fees for 2025 Tax Bills

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**BACKGROUND:** In 2024 the Village developed a Fire Protection Fee to be applied to the tax bills. Ordinance 123-2023 was adopted.

This fee needs to be calculated each year based on new information from the Assessor and the WLFD budget.

2026 WLFD Expenses to be collected as Fire Protection Fee:

WLFD Operating Budget	\$1,458,685
WLFD Capital	\$365,957
WLFD Debt Service (Principal & Interest)	\$77,266
Tech Rescue	<u>\$1,935</u>
Total	\$1,903,843

**FISCAL IMPACT:** \$1,903,843 WLFD budget to be collected via Fire Service Fee

**RECOMMENDATION:** **MOTION: to approve the annual fee to be placed on the 2025 Tax Bills for Village Fire Protection Services.**



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**MEMORANDUM**

To: Village Board  
From: Debbie Michael, Village Administrator-Clerk/Treasurer  
Date: November 10, 2025  
Re: 2026 Operating & Capital Budget

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**BACKGROUND:** The 2026 Operating, Capital budgets were reviewed on October , 2025. Revisions were made as requested and then presented at the public hearing on November 13, 2025.

**ATTACHMENTS:** Summary Budget

**FISCAL IMPACT:** As presented during public hearing

**RECOMMENDATION:** Motion to adopt the 2026 Village Budget Summary with a Village levy of \$\_\_\_\_\_ as described during the November 13, 2025 public hearing which equates to an estimated Village mill rate of \$\_\_\_\_\_ per \$1,000 of assessed value.



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**MEMORANDUM**

To: Village Board

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: November 7, 2025

Re: 2025 Tax Levy – Village of Summit

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**BACKGROUND:** The 2026 Operating, Capital budgets were presented at the public hearing on November 13, 2025.

**ATTACHMENTS:** Levy Calculations & letter

**FISCAL IMPACT:** As presented during public hearing

**RECOMMENDATION:** Motion to approve the 2025 Village Levy amount of \$\_\_\_\_\_ with an estimated mill rate of \$\_\_\_\_\_ per \$1,000 of assessed value.