



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.villageofsummitwi.gov

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

AGENDA

Village Board Meeting

Thursday, December 11, 2025, at 6:30 P.M.

At the Summit Village Hall, 37100 Delafield Road

1. CALL TO ORDER
2. ROLL CALL AND CONFIRM POSTING
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENT
5. *ANNOUNCE EXECUTIVE SESSION*, pursuant to Sections 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility –
2026 Wage Adjustments for: Administrator-Clerk/Treasurer - Deputy Clerk/Deputy Treasurer - Administrative Assistant - Public Works Director - DPW Crew Leader - DPW Operators - Police Chief - Police Clerk
*The Board may return to open session following this discussion
6. *ANNOUNCE EXECUTIVE SESSION*, pursuant to Sections 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility –
Paid Time Off Adjustment – DPW Operator
*The Board may return to open session following this discussion
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 November 13, 2025 Regular Meeting
 - B. November 2025 payables
 - C. Resolution for Lake Country Municipal Court 2026 Budget
 - D. Updates to Police Commission By-laws
 - E. Special Event License – Panga Bar & Grill, 34422 Delafield Road, January 1, 2026 Polar Plunge 11 am – 6 pm
8. PLANNING DEPARTMENT
 - A. Update on Plan Commission matters
 - B. Update on Zoning Code Land Use Project
 - C. Discussion and action to Appoint Zoning Board of Appeals Chair
 - D. Discussion and action on a Storm Water Maintenance Agreement that incorporates the maintenance of treated impervious surface related to the construction of a new residence and associated improvements on property owned by Nathan and Lisa Zwagerman located at 39533 Golden Cedar Lane (SUMT0695035).

- E. Discussion and action on request of Lola and Bob Loepfe for a Certified Survey Map to create three lots from two lots on lands including SUMT0625990 and SUMT0625996. The southern property has an address of 2937 N. Mill Road.

9. PUBLIC WORKS DEPARTMENT

- A. Monthly Administrative Report
- B. Discussion and action on purchase and use of fuel for heating Cemetery maintenance building
- C. Discussion and action on Jurisdictional Transfer Agreement between Village of Summit and City of Oconomowoc for a portion of Pabst Farms Boulevard
- D. Discussion and action on designation of Delafield Road as Truck Route
- E. Discussion and action on potential off-road bike facilities on STH 67 between Aurora Drive and Normandale Drive
- F. Discussion and action on purchase of anti-icing unit for snow and ice control operations
- G. Discussion and action on purchase of tilt-deck trailer
- H. Discussion and action on consideration for special permission per Sec. 24-37 of the Village of Summit Code to allow for a driveway with concrete installation within 5 feet of street pavement at 221 S Sunflower Court
- I. 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 34710 Bartlett Road
- J. Discussion and action on 2026 Agreement with SEH for Engineering Services
- K. Discussion and action on SEH proposal for Professional Services for the 2026 Village of Summit Road Paving Program
- L. Discussion and action on amendment of 2026 Capital Improvement Plan to include additional Engineering Fees for the Annual Street Paving Program
- M. Discussion and action on Village phone and internet services

10. POLICE DEPARTMENT

- A. Monthly Report
- B. Discussion and action on disposal of department handguns

11. WESTERN LAKES FIRE DISTRICT

- A. Monthly Report

12. VILLAGE BOARD

- A. Update on ATV/UTV use on Village and County roads
- B. Discussion and action on procedure for Cemetery Board vacant position
- C. Discussion and action on Donation Agreement between Rogers Memorial Hospital and the Village of Summit
- D. Discussion and action on request for reduction in Cash Agreement for The Gathering
- E. Discussion on procedure for setting Emergency slow no wake levels on Village lakes
- F. Discussion and action on appointment of Election Inspectors for a term of January 1, 2026 – December 31, 2027
- G. Discussion and action to set items for January 8, 2026 regular Village Board meeting

13. *MOTION TO GO INTO EXECUTIVE SESSION*, pursuant to Section 19.85(1)(c) - Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility - *staff evaluations of employees listed in Item 5 above.*

AND

MOTION TO GO INTO EXECUTIVE SESSION, pursuant to Sections 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility – *Paid Time Off Adjustment* – DPW Operator

14. ROLL CALL VOTE

Upon return to Open Session the following agenda items may be addressed:

15. Discussion and action on 2026 Wage/Salary Schedule

16. Discussion and action on Paid Time Off adjustment for DPW Operator

17. ADJOURN VILLAGE BOARD MEETING

Respectfully Submitted,

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

Next Regular Meeting: January 2026

Posted: December 5, 2025

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

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

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

Summary of November, 2025 Payables

Paid Check Batches:

\$ Amount	Description
-	Mid Month checks
Total \$	-

Batches For Payment:

\$ Amount	Description
287,714.62	November Payables
-	Credit Card
Total \$	287,714.62

Total November Payables for Approval: **\$ 287,714.62**

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

Engineering	\$	14,229.05
Village		4,799.20
Billed		9,429.85
Planning		-
Planner		-
Special Project		-
Billed		-
Legal	\$	-
Village		
Billed		

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ALL Checks by Payee
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ACCT

Dated From: 12/12/2025

From Account:

Thru: 12/12/2025

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
12/12/2025 10-33 VEHICLE SERVICES LLC			
REATTACHED CAMERA & MIC ANTENNA			
100-00-52100-260-000	POLICE SQUAD REP & MAINT		71.00
	REATTACHED CAMERA & MIC ANTENNA	4121	
			Total 71.00
12/12/2025 ACCURATE APPRAISAL LLC			
DEC 2025			
100-00-51530-290-000	ASSESSOR O/S SERVICES		2,500.00
	DEC 2025	5840	
			Total 2,500.00
12/12/2025 ACE HARDWARE OF OCONOMOWOC			
POLYCARB SHEET			
100-00-53300-340-000	PUBLIC WORKS ICE & SNOW		79.99
	POLYCARB SHEET	262314	
100-00-53300-340-000	PUBLIC WORKS ICE & SNOW		4.76
	FASTENERS	262315	
100-00-53300-340-000	PUBLIC WORKS ICE & SNOW		3.16
	FASTENERS	262384	
			Total 87.91
12/12/2025 BIG JIM'S SMALL ENG SERV			
SCAG ZERO TURN SERVICE			
100-00-54910-390-000	CEMETERY EXPENSE		1,195.74
	SCAG ZERO TURN SERVICE	156062	
100-00-54910-390-000	CEMETERY EXPENSE		164.59
	SCAG TURF TIGER SERVICE	156063	
			Total 1,360.33
12/12/2025 CITY OF WAUKESHA			
PATCH SUNSET DR			
100-00-53300-370-000	PUBLIC WORKS ROAD MAINTENANCE		3,495.00
	PATCH SUNSET DR	32250232	
			Total 3,495.00
12/12/2025 CONLEY MEDIA LLC			
DPW BID			
100-00-57400-000-000	CAPITAL PURCHASE		120.65
	DPW BID	6330861025-2	

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Dated From: 12/12/2025

From Account:

Thru: 12/12/2025

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	56.51
		SMITH ZBA 6330861025-2	
100-00-51100-390-000		VILLAGE BOARD EXPENSE	32.85
		PARK IMPACT FEE PH NOTICE 6330861025-2	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	90.18
		NELSON & KATZ PH NOTICE 6330861125-2	
		Total	300.19

	12/12/2025	COREY OIL LTD	
		205.9 GAL DIESEL	
100-00-53300-250-000		PUBLIC WORKS FUEL	688.73
		205.9 GAL DIESEL 409338	
100-00-52100-250-000		POLICE FUEL	858.48
		336 GAL GAS 409561	
100-00-53300-250-000		PUBLIC WORKS FUEL	641.55
		210 GAL DIESEL 411421	
100-00-53300-250-000		PUBLIC WORKS FUEL	530.44
		178.3 GAL DIESEL 408855	
		Total	2,719.20

	12/12/2025	DAN PLAUTZ CLEANING SERVICE, INC.	
		NOV CLEANING	
100-00-51600-280-000		VILLAGE HALL CLEANING	780.00
		NOV CLEANING 9264	
		Total	780.00

	12/12/2025	DANIEL GIBBS	
		ZONING BOARD OF APPEALS 10/30	
100-00-51200-110-000		APPEAL BOARD WAGES	50.00
		ZONING BOARD OF APPEALS 10/30 OCT 2025	
		Total	50.00

	12/12/2025	EHLERS	
		CONTINUING DISCLOSURE REPORTING	
100-00-51510-000-000		ACCOUNTING & AUDITING O/S SERV	3,150.00
		CONTINUING DISCLOSURE REPORTING 103917	
		Total	3,150.00

12/12/2025 G-BROCKS AUTO REPAIR
2022 FORD EXPLORER TIRES

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Thru: 12/12/2025

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-52100-260-000	12/12/2025	POLICE SQUAD REP & MAINT	124.00
		2022 FORD EXPLORER TIRES 157703	
100-00-52100-260-000	12/12/2025	POLICE SQUAD REP & MAINT	124.00
		2025 FORD TIRES 157736	
		Total	248.00
12/12/2025 GALLS LLC			
SEHRBROCK PANTS			
100-00-52100-313-000	12/12/2025	POLICE CLOTHING ALLOW	12.99
		SEHRBROCK PANTS 031311926	
		Total	12.99
12/12/2025 GFL ENVIRONMENTAL			
OCT 2025 2297 HH			
100-00-53620-000-000	12/12/2025	GARBAGE & RECYCLING	43,240.10
		OCT 2025 2297 HH U70000311188	
		Total	43,240.10
12/12/2025 ITU ABSORB TECH INC			
COVERALLS			
100-00-53300-390-000	12/12/2025	PUBLIC WORKS EXPENSE	5.58
		COVERALLS 8629549	
100-00-53300-390-000	12/12/2025	PUBLIC WORKS EXPENSE	5.58
		COVERALLS 8633354	
100-00-51600-240-000	12/12/2025	VILLAGE HALL REPAIRS & MAINT	140.31
		MATS/TOWELS 8633354	
100-00-53300-390-000	12/12/2025	PUBLIC WORKS EXPENSE	5.58
		COVERALLS 8636916	
100-00-51600-240-000	12/12/2025	VILLAGE HALL REPAIRS & MAINT	18.79
		MATS/TOWELS 8640687	
100-00-53300-390-000	12/12/2025	PUBLIC WORKS EXPENSE	5.58
		COVERALLS 8640687	
		Total	181.42
12/12/2025 J.F. AHERN CO			
SPECIAL HAZARDS FIRE INSPECTION			
100-00-51600-240-000	12/12/2025	VILLAGE HALL REPAIRS & MAINT	275.00
		SPECIAL HAZARDS FIRE INSPECTION 776712	
		Total	275.00

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

Voucher Nbr	Check Date	Payee	Amount
	12/12/2025	LAKE COUNTRY HEATING & COOLING	
		GASKET PD GARAGE	
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	309.30
		GASKET PD GARAGE 64825	
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	378.00
		DIAGNOSIS PD GARAGE HEAT ISSUES 64828	
Total			687.30
	12/12/2025	LAKESIDE INTERNATIONAL LLC	
		ELBOW FITTING	
100-00-53300-340-000		PUBLIC WORKS ICE & SNOW	41.34
		ELBOW FITTING 1470320P	
Total			41.34
	12/12/2025	LANGE ENTERPRISES INC	
		915 S SAWYER RD SIGN	
100-00-53300-370-000		PUBLIC WORKS ROAD MAINTENANCE	38.70
		915 S SAWYER RD SIGN 93750	
100-00-53300-370-000		PUBLIC WORKS ROAD MAINTENANCE	2,676.38
		SIGNS, CHANNELS, HARDWARE 93689	
Total			2,715.08
	12/12/2025	LISA MELLONE	
		ZONING BOARD OF APPEALS 10/30	
100-00-51200-110-000		APPEAL BOARD WAGES	50.00
		ZONING BOARD OF APPEALS 10/30 OCT 30 2025	
Total			50.00
	12/12/2025	MANDER GLASS	
		2022 FORD EXPLORER WINDSHIELD	
100-00-52100-260-000		POLICE SQUAD REP & MAINT	591.88
		2022 FORD EXPLORER WINDSHIELD 11693	
Total			591.88
	12/12/2025	MUNICIPAL INSPECTORS LLC	
		OCT 2025 PERMITS	
100-00-52400-290-000		BUILDING INSPECT O/S SERVICES	20,130.25
		OCT 2025 PERMITS OCTOBER 2025	
Total			20,130.25

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Dated From: 12/12/2025

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Thru Account:

Voucher Nbr	Check Date	Payee	Amount
12/12/2025 NATE RICE			
ZONING BOARD OF APPEALS 10/30			
100-00-51200-110-000		APPEAL BOARD WAGES	50.00
		ZONING BOARD OF APPEALS 10/30	
		OCT 2025	
Total			50.00
12/12/2025 OLIVER CONSTRUCTION CO, LLC			
REPLACE BOLLARD AT ROUNDY'S ACCESS PATH			
100-00-55200-390-000		RECREATION EXPENSE	2,590.00
		REPLACE BOLLARD AT ROUNDY'S ACCESS PATH	
		202505402	
Total			2,590.00
12/12/2025 POMP'S TIRE SERVICE INC			
8 TIRES FOR SQUADS			
100-00-52100-260-000		POLICE SQUAD REP & MAINT	1,000.00
		8 TIRES FOR SQUADS	
		950544887	
Total			1,000.00
12/12/2025 SECURIAN FINANCIAL GROUP INC			
056302 LIFE INS			
100-00-52100-132-000		POLICE INSURANCE	166.19
		056302 LIFE INS	
		DEC 2025	
100-00-53300-132-000		PUBLIC WORKS INSURANCE	32.68
		056302 LIFE INS	
		DEC 2025	
100-00-51420-132-000		ADMIN C/T INSURANCE	30.89
		056302 LIFE INS	
		DEC 2025	
100-00-51422-132-000		VILLAGE OFFICE INSURANCE	11.88
		056302 LIFE INS	
		DEC 2025	
100-00-13101-000-000		ACCOUNTS RECEIVABLE OTHER	120.58
		056302 LIFE INS	
		DEC 2025	
Total			362.22
12/12/2025 SECURIAN LIFE INSURANCE COMPANY			
ACCIDENT INS			
100-00-21530-000-000		INSURANCE PAYABLE	17.90
		ACCIDENT INS	
		76038 DEC 2025	
Total			17.90
12/12/2025 SHORT ELLIOTT HENDRICKSON INC			
2025 ANNUAL PAVING PROGRAM			

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Dated From: 12/12/2025 From Account:
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Voucher Nbr	Check Date	Payee	Amount
400-00-57400-000-000		CAPITAL PURCHASE	1,685.00
		2025 ANNUAL PAVING PROGRAM 499031	
400-00-57400-000-000		CAPITAL PURCHASE	2,033.00
		GEN LAKE RD PARKING LOT/STORMWATER 499032	
100-00-53101-000-000		ENGINEERING O/S SERVICES	95.00
		ON CALL ENG OCT 2025 499045	
100-00-53300-345-000		PUBLIC WORKS MS4	804.95
		MS4 OCT 2025 499045	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	97.50
		LAKE COUNTRY VILLAGE 499044	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	590.45
		WHITESTONE 499044	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	675.65
		ROGERS MEMORIAL 499044	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	292.50
		LURVEY/THE GATHERING 499044	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	6,295.00
		BARK RIVER CONSERVANCY 499044	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	52.50
		LOEPFE CSM 499044	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	438.75
		GOETZKE GRADING PLAN REVIEW 499044	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	987.50
		BRAZELTON PROPERTY 499044	
100-00-53101-000-000		ENGINEERING O/S SERVICES	181.25
		LIBBEY VIOLATION 499044	
		Total	14,229.05

12/12/2025 STANDARD INSURANCE COMPANY RC
 STD LTD INS

100-00-52100-132-000	POLICE INSURANCE		766.93
	STD LTD INS	DEC 2025	
100-00-53300-132-000	PUBLIC WORKS INSURANCE		242.25
	LTD STD INS	DEC 2025	
100-00-51422-132-000	VILLAGE OFFICE INSURANCE		31.93
	STD LTD INS	DEC 2025	
100-00-51420-132-000	ADMIN C/T INSURANCE		83.49
	STD LTD INS	DEC 2025	

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Thru Account:

Voucher Nbr	Check Date	Payee	Amount
Total			1,124.60
12/12/2025 STARK PAVEMENT CORPORATION			
19.58 TON TB ASPHALT CRUSHED			
100-00-53300-370-000		PUBLIC WORKS ROAD MAINTENANCE	186.01
		19.58 TON TB ASPHALT CRUSHED 05072082	
Total			186.01
12/12/2025 STEVE SIKOWSKI			
ZONING BOARD OF APPEALS 10/30			
100-00-51200-110-000		APPEAL BOARD WAGES	50.00
		ZONING BOARD OF APPEALS 10/30 OCT 2025	
Total			50.00
12/12/2025 STRAND ASSOCIATES INC			
N DOUSMAN RD TRL - TAP REIMB			
400-00-57400-000-000		CAPITAL PURCHASE	2,785.15
		N DOUSMAN RD TRL - TAP REIMB 0231981	
400-00-57400-000-000		CAPITAL PURCHASE	696.29
		N DOUSMAN RD TRL - STWRDSHP GRANT 0231981	
Total			3,481.44
12/12/2025 SWEEP-ALL LLC			
STREET SWEEPING 9.5 HOURS			
100-00-53300-345-000		PUBLIC WORKS MS4	1,282.50
		STREET SWEEPING 9.5 HOURS 32283	
Total			1,282.50
12/12/2025 TIM'S AUTO PARTS			
OIL FILTERS			
100-00-52100-260-000		POLICE SQUAD REP & MAINT	28.32
		OIL FILTERS 11557-826892	
Total			28.32
12/12/2025 VILLAGE OF DOUSMAN			
CITATIONS OCT 2025			
100-00-45100-000-000		TRAFFIC FINES & FORFEITURE	1,203.41
		CITATIONS OCT 2025 OCT 2025	
Total			1,203.41

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Dated From: 12/12/2025

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Thru Account:

Voucher Nbr	Check Date	Payee	Amount
12/12/2025 WAUKESHA COUNTY TREASURER			
OCT 2025 PRISONER HOUSING 1			
100-00-52100-390-000		POLICE EXPENSE	31.27
		OCT 2025 PRISONER HOUSING 1	
		CINV2025-02096	
Total			31.27
12/12/2025 WILLIAM KRILL			
ZONING BOARD OF APPEALS 10/30			
100-00-51200-110-000		APPEAL BOARD WAGES	50.00
		ZONING BOARD OF APPEALS 10/30	
		OCT 2025	
Total			50.00
12/12/2025 WISCONSIN PROFESSIONAL POLICE ASSOCIATION INC			
DEC 2025 UNION PAC 8			
100-00-21550-000-000		UNION DUES	0.80
		DEC 2025 UNION PAC 8	
		25953	
100-00-21550-000-000		UNION DUES	364.80
		DEC 2025 UNION LEER 8	
		26616	
100-00-21550-000-000		UNION DUES	48.00
		DEC 2025 UNION ELPP 8	
		120808E	
Total			413.60
12/12/2025 WM CORPORATE SERVICES, INC			
DUMPSTER PARK			
100-00-55200-390-000		RECREATION EXPENSE	10.53
		DUMPSTER PARK	
		0021531-1704-5	
100-00-53300-345-000		PUBLIC WORKS MS4	394.68
		STREET SWEEPING DUMPSTER	
		0021687-1704-5	
Total			405.21
12/12/2025 WOLF PAVING CO INC			
VILLAGE PARK PARKING/STORMWATER			
400-00-57400-000-000		CAPITAL PURCHASE	125,347.71
		VILLAGE PARK PARKING/STORMWATER	
		52878	
400-00-57400-000-000		CAPITAL PURCHASE	53,045.24
		VILLAGE PARKING LOT EXP/STORMWATER	
		53418	
100-00-53300-370-000		PUBLIC WORKS ROAD MAINTENANCE	129.15
		2.05 TON 4LT S	
		53993	
Total			178,522.10

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Thru Account:

Voucher Nbr Check Date Payee

Amount

Grand Total

287,714.62

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Dated From: 12/12/2025 From Account:
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Amount

Total Expenditure from Fund # 100 - GENERAL FUND	102,122.23
Total Expenditure from Fund # 400 - CAPITAL PROJECTS	185,592.39
Total Expenditure from all Funds	287,714.62



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

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

MEMORANDUM

To: Village Board

From: Chief Michael Hartert

Date: November 18, 2025

Re: Lake Country Municipal Court Budget Resolution

BACKGROUND: The 2026 budget for the Lake Country Municipal Court was reviewed by the Administrative Committee (representatives from all communities that participate in the court) and approved. The court continues to operate within its budget and no cost will be passed onto the municipalities in 2026.

ATTACHMENTS: Budget, Budget Memo, Proposed Resolution.

FISCAL IMPACT: None.

RECOMMENDED: Motion to approve Resolution 25-478, which approves the 2026 Lake Country Municipal Court Budget.

RESOLUTION No. 25-478

RESOLUTION APPROVING MUNICIPAL COURT BUDGET

WHEREAS, the Intermunicipal Agreement for the operation of the Lake Country Municipal Court requires formation of an annual budget no later than the 15th day of November and approval of said budget by governing bodies of member municipalities; and

WHEREAS, the Court Administrative Committee, Court personnel and the Municipal Court Judge have formulated a budget for 2026 which has estimated revenues of \$482,663 and anticipated expenditures of \$482,663.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the attached Municipal Court budget for 2026 be approved.

Adopted this ____ day of December, 2025.

VILLAGE OF SUMMIT

By: _____

President Jack Riley

ATTEST:

Administrator-Clerk/Treasurer Debra Michael

Village of Summit

ADOPTED: _____ POSTED: _____

PUBLISHED: _____



LAKE COUNTRY MUNICIPAL COURT

630 E. Wisconsin Avenue
Oconomowoc, WI 53066
Tel: 262-569-0920

www.lcmunict.com

Clerk Theresa Berlin
clerk@lcmunict.com

Deputy Clerk Tracy Dricken
deputyclerk@lcmunict.com

Honorable Timothy T. Kay

TO: City, Village and Town Clerks

RE: Lake Country Municipal Court
Court 2026 Budget Approval

Dear Clerks:

I enclose herewith a proposed Municipal Court budget for 2026. The Administrative Committee approved the budget on November 12, 2025. If you have any questions, feel free to contact me.

Also enclosed is a resolution approving the budget. It would be appreciated if you would take this resolution to your governing body and have it approved, returning a signed copy to the Municipal Court. Thank you for your cooperation.

Sincerely,

Donald G. Wiemer, Chairman
Administrative Committee
LAKE COUNTRY MUNICIPAL COURT

Enclosures cc:
Municipal Court Representatives (letter only)
Municipal Court Clerk
Judge Timothy Kay
Lake Country Municipal Court

Honorable Timothy T. Kay proudly serving the following municipalities:
City of Delafield, City of Oconomowoc, Town of Delafield, Town of Erin, Town of Ixonia, Town of Merton, Town of Oconomowoc, Town of Ottawa, Town of Sullivan, Village of Chenequa, Village of Dousman, Village of Hartland, Village of Johnson Creek, Village of Lac LaBelle, Village of Lisbon, Village of Merton, Village of Nashotah, Village of Oconomowoc Lake, Village of Sullivan, Village of Summit, Village of Sussex

REV: 5/2024 JLLD

2026 Lake Country Municipal Court Budget

8 Months = 66.67%

Approved by Admin. Committee 11/12/2025

Acct #: Account Description:	2024 Actual	2025 YTD Eight Months	2025 Budget	2025 Year End Estimate	2026 Budget	2026 Budget VS 2025 Budget
Revenues:						
1 4000 Court Fees	415,141	320,855	459,606	459,606	477,563	103.91%
2 4900 Interest Income	2,826	477	500	600	500	100.00%
3 4300 Court Assessment	280	413	600	2,300	2,000	333.33%
4 Transfer from Designated Fund			0			
5 4800 Miscellaneous	2,415	2,347	700		1,000	142.86%
6 Municipal Subsidies	0	0	1,600	1,600	1,600	100.00%
7 Total Revenues	420,662	324,093	463,006	464,106	482,663	104.25%
9 Total Assets	677,143	0	0	0	0	
11 Total Liabilities	164,744	0	0	0	0	
Deferred Inflow of Resources	29,817	0				
13	0	0	0	0	0	
15 Total Fund Balance	482,582	0	0	0	0	
Expenditures:						
19 Wages & Benefits	297,407	208,429	331,386	331,336	337,052	101.71%
20 Purchased Services	52,534	45,534	53,940	52,440	52,955	98.17%
21 Operating Supplies & Expenses	18,248	15,363	18,250	17,650	20,500	112.33%
22 Fixed Charges	55,299	39,587	56,750	56,000	58,655	103.36%
23 Capital Outlay	2,137	0	0	0	13,500	
24 Restitution						
25 Bad Debt						
26 Total Expenditures:	425,625	308,914	460,326	457,426	482,663	104.85%
28 Total Surplus/Deficit	-4,963	15,179	2,680	6,680	0	

Acct #: Account Description:	2024 Actual	2025 YTD Eight Months	2025 Budget	2025 Year End Estimate	2026 Budget	2026 Budget VS 2025 Budget
35 5000 Full Time Salaries Clerk of Courts &	124,676	82,373	127,481	127,481	131,306	103.00%
37 Deputy Clerk of Courts						
38 5010 Assistant Clerks	38,252	25,897	43,368	43,368	44,669	103.00%
39 Clerk Salaries - Overtime						
40 5015 Part Time Judge	49,721	33,957	52,553	52,553	53,553	101.90%
41 Bailiff/Deputy Services	13,826	13,995	30,000	30,000	30,000	100.00%
42 5030 Employer FICA	15,107	10,976	17,090	17,090	17,559	102.74%
43 5040 Retirement EE-ER	11,727	8,561	12,486	12,486	13,310	106.60%
44 5050 Health	43,713	32,381	47,908	47,908	46,206	96.45%
45 5060 Long Term Disability Ins.			0	0	0	
46 5070 Life Insurance	385	289	500	450	450	90.00%
47 Unemployment Benefits			0		0	
48 Substitute Judge	0		0		0	
49 TOTAL:	297,407	208,429	331,386	331,336	337,052	101.71%

Acct #: Account Description:		2024 Actual	2025 YTD Eight Months	2025 Budget	2025 Year End Estimate	2026 Budget	2026 Budget VS 2025 Budget
56	PURCHASED SERVICES:						
57	5400 Professional/Outside Services	645	224	700	700	700	100.00%
58	5405 Accounting	11,488	7,776	11,340	11,340	11,820	104.23%
59	5410 Auditor	11,300	11,900	11,900	11,900	12,400	104.20%
60	5415 Professional Services	0	0		500	500	
61	5415 Legal Services	1,853		1,000	0	500	50.00%
62	5420 Computer Consultant		3,570	3,000	3,000	3,000	100.00%
63	Advertising	0	0				
64	5425 Court Software Support	22,873	18,786	18,800	18,800	17,835	94.87%
65	5550 Telephone	2,700	1,693	3,000	3,000	3,000	100.00%
66	Internet/Web	1,675	960	1,200	1,200	1,200	100.00%
67	5500 Repair/Maint. Contracts Equip.		625	3,000	2,000	2000	66.84%
68	5540 Substitute Judge	0	0	0	0	0	
69	Total:	52,534	45,534	53,940	52,440	52,955	98.17%
OPERATING SUPPLIES & EQUIPMENT							
70	5250 Office Supplies/Printing	6,022	5,032	6,000	6,000	6,000	100.00%
71	5300 Postage	9,739	8,857	9,000	9,000	11,500	127.78%
72	5350 Newspaper Publishing		0	0	0		
73	5200 Memberships	980	950	1,000	950	1,000	100.00%
74	5160 Books & Publications	144	0	150	150	150	100.00%
75	Shredding	255		400		250	62.50%
76	Printing	0	0	0			
77	Non Capital Equipment Purchases	427					
78	Miscellaneous	271	175	200	50	100	50.00%
79	5600 Training & Travel	410	349	1,500	1,500	1,500	100.00%
80	Total:	18,248	15,363	18,250	17,650	20,500	112.33%
FIXED CHARGES							
82	5100 Insurance and Bonds	0	0	0	0	0	0.00%
83	5105 Workman's Comp		0	0	0	0	0.00%
84	5120 Public Officials Ins.	0	0	0	0	0	0.00%
85	Property Insurance Coverage	0	0	0	0	0	0.00%
86	5130 G Liability Ins./ Hired & non-owned MV	6,601	6,608	7,500	6,700	7,200	96.00%
87	5140 Bonds	0	0	0	0	0	0.00%
88	5150 Bank Charges	297	346	300	350	350	116.67%
89	5125 Facility Expenses (utilities, plowing)	13,901	9,633	14,450	14,450	14,600	101.04%
90	5475 Equipment Lease	0	0	0	0	2,005	0.00%
91	5450 Rent	34,500	23,000	34,500	34,500	34,500	100.00%
92	Total:	55,299	39,587	56,750	56,000	58,655	103.36%
CAPITAL OUTLAY							
93	8000 Capital Equipment					13,500	0
94	Total:	2,137	0	0	0	13,500	0

2025	2024	2025 Hourly		2025 Salary 5%	2025 FICA	Retirement Employee 6.95	Retirement Employer 6.95
Terri	71,432.67	36.06	Full Time	75,004	5,738	5,213	5,213
Tracy	49,044.07	25.23	Full Time	52,477	4,015	3,647	3,647
Katie	24,960.00	19.00	24 Hrs/Wk	23,712	1,814	0	0
Elaine	19,699.68	18.00	21 Hrs/Wk	19,656	1,504	0	0
Judge	50,050.35			52,553	4,020	3,626	3,626
Total:	215,186.77			223,402	17,090	12,486	12,486

2025		2025	Employee Contribution 12%	Employer Contribution
Health Insurance:				
Terri Health	single	12,490.56	1,498.87 12%	10,991.69
Terri Dental	single	440.00	52.80 12%	387.20
Judge Health	family	12,707.16	6,353.58 50%	6,353.58
Judge Dental	family	1,190.00	595.00 50%	595.00
Tracy Health	family	30,719.28	3,686.31 12%	27,032.97
Tracy Dental	family	1,190.00	142.80 12%	1,047.20
Deductable Cost:				1,500.00
Employer Total Cost:				47,907.64

2026	2025	2025 Hourly		2026 Hourly 3%	2026 Salary	2026 FICA	Retirement Employee 7.20%
Terri	75,004.30	36.06	Full Time	37.14	77,254	5,910	5,562
Tracy	52,477.16	25.23	Full Time	25.99	54,051	4,135	3,892
Katie	23,712.00	19.00	24 Hrs/Wk	19.57	24,423	1,868	0
Elaine	19,656.00	18.00	21 Hrs/Wk	18.54	20,246	1,549	0
Judge	52,552.87				53,553	4,097	3,856
Total:	223,402.33				229,528	17,559	13,310

2026		2026	Employee Contribution 12%	Employer Contribution
Health Insurance:				
Terri Health	single	12,783.12	1,533.97 12%	11,249.15
Terri Dental	single	440.00	52.80 12%	387.20
Judge Health	family	7,525.08	3,762.54 50%	3,762.54
Judge Dental	family	1,190.00	595.00 50%	595.00
Tracy Health	family	31,437.36	3,772.48 12%	27,664.88
Tracy Dental	family	1,190.00	142.80 12%	1,047.20
Deductable Cost:				1,500.00
Employer Total Cost:				46,205.96



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

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

MEMORANDUM

To: Village Board
From: Chief Michael Hartert
Date: November 20, 2025
Re: Police Commission Bylaws

BACKGROUND: On August 12, 2025, the Village Board reviewed the updates and attorney recommendations for the 'Bylaws of the Board of Police Commissioners'. Discussions took place and the Board gave direction on several issues. The revised document was presented to the Police Commission in October of 2025 for review and placed on their Commission agenda of November 6, 2025. The Commission made no changes.

ATTACHMENTS: Final Copy of the Bylaws.

FISCAL IMPACT: None

RECOMMENDED: Motion to approve the Bylaws of the Board of Police Commissioners.

**BYLAWS OF THE
BOARD OF POLICE COMMISSIONERS
FOR THE VILLAGE OF SUMMIT, WISCONSIN**

Adopted ~~June 1, 2011~~TBD

**ARTICLE I
NAME AND MEMBERSHIP; ORGANIZATION AND PURPOSE; QUALIFICATIONS
AND TERM; VACANCIES; AUTHORITY AND POWERS; CODE OF ETHICS**

- 1.1 Name. The Board of Police Commissioners for the Village of Summit, Wisconsin shall hereinafter be referred to as the Commission.
- 1.2 Organization and Purpose. The Commission is duly organized in accordance with, and shall have the powers and duties prescribed by, Section 61.65(1)(am) and Section 62.13, Wisconsin Statutes, as amended from time to time. As required by law the Village shall have a Board of Police Commissioners consisting of 5 citizens, 3 of whom shall constitute a quorum. The Village President, subject to Village Board approval, shall appoint commissioners to staggered five-year terms in accordance with Section 62.13(1). The Commission shall keep a record of its proceedings.

The Commission does not have or exercise the Optional Powers referenced in Section 62.13(6), Wisconsin Statutes.
- 1.3 Qualifications and Term. Commission Members shall have the following qualifications:
 - 1.3.1 Be at least eighteen (18) years of age.
 - 1.3.2 Be and remain residents of the Village of Summit or a contracted service area for which the Village of Summit Police Department provides law enforcement services, for the duration of their term.
 - 1.3.3 No more than 3 members of the Commission shall belong to the same political party.
 - 1.3.4 The terms shall be for five (5) years and shall be staggered.
- 1.4 Vacancies. Vacancies on the Commission shall exist:
 - 1.4.1 Upon the death, resignation or removal of any member;
 - 1.4.2 Whenever the number of authorized members is increased;
 - 1.4.3 Whenever a member has had more than three (3) consecutive unexcused (as determined by the Commission) member absences. After two (2) initial, consecutive unexcused absences, a member will receive a written notice from

the Commission that he/she must attend the next Commission meeting or provide notice of their absence. For subsequent consecutive unexcused absences, the Commission is not responsible for notifying the member. Where a member has had three (3) consecutive unexcused absences, the Commission, at a duly noticed and convened meeting, may declare the member's position on the Commission as vacant, and will so notify the member. The member may, within ten (10) days of receipt of such notice, file with the Village Administrator a notice of appeal, in which event this issue will be determined by the Village Board under State law.

- 1.4.4 Any member may resign effective upon giving written notice to the President of the Village Board.
- 1.4.5 Members may be removed from office in accordance with the laws of Wisconsin and these By-Laws.
- 1.4.6 Vacancies on the Commission will be filled by the President of the Village Board.
- 1.5 Authority and Powers. The Commission, under Section 62.13, Wisconsin Statutes, has the following powers:
 - 1.5.1 Appoint, suspend, or remove the Chief of Police for the Village of Summit Police Department (hereinafter "Police Chief") and establish a selection process for appointment.
 - 1.5.2 Approve appointments of subordinates made by the Police Chief.
 - 1.5.3 Establish selection process and an eligibility list for entry level positions (Police Officer). For the establishing of such list, the Commission shall adopt and may repeal or modify, rules calculated to secure the best service in the department in accordance with Section 62.13(4), Wisconsin Statutes, which shall include the examination of physical and educational qualifications and experience.
 - 1.5.4 Establish a selection process and an eligibility list for other than entry level positions in the Police Department only when said positions are not filled by promotion. (The Police Chief shall make the determination as to whether qualified individuals are eligible for promotion.) For the establishing of such list, the Commission shall adopt, and may repeal or modify, rules calculated to secure the best service in the department in accordance with Section 62.13(4), Wisconsin Statutes, which shall include the examination of physical and educational qualifications and experience.
 - 1.5.5 Hear an appeal from a subordinate who has been suspended by the

Police Chief, and who requests a hearing. Hear charges filed against the Police Chief or charges filed by the Police Chief against a subordinate. May also hear charges filed by a member of the Commission, the Commission as a body or any aggrieved person, and determine whether there shall be a penalty. If a penalty is appropriate, the Commission is authorized to impose only one of the following four penalties: suspension, reduction in rank, suspension and reduction in rank, or removal. If the Commission or a member of the Commission is going to file charges, the Commission shall appoint an outside investigator who will present the facts which may lead to the filing of charges.

- 1.5.6 Make rules for the administration of the disciplinary appeal review process.

ARTICLE II OFFICE AND ADMINISTRATION; SERVICE OF PROCESS, FILINGS AND RECORDS

- 2.1 Office and Administration. The Village will provide administrative services for the Commission at:
- Village of Summit
37100 Delafield Road
Summit, WI 53066
- 2.2 Service of Process and Filings. Service of process and filings shall be at the Village Hall designated in Article 2.1. The Village Administrator or their designee may accept service of process and filings on behalf of the Commission.
- 2.3 Records. Records shall be maintained at the Village Hall and are subject to Wisconsin's Public Records Law. The Secretary shall be the legal custodian of the Commission's records, as further described in Section 4.7.

ARTICLE III MEETINGS AND OFFICERS

- 3.1 Place of Meetings. Commission meetings shall be held at the Village Hall, 37100 Delafield Road, Summit, Wisconsin 53066.
- 3.2 Meetings. The Commission shall endeavor to meet at dates and times determined by the Commission.
- 3.3 Open Meetings Law. Meetings shall be conducted in accordance with the State of Wisconsin's Open Meetings Law.

3.4 Special Meetings. Special meetings of the Commission may be called by the President, by any two (2) officers, or by three (3) members.

3.5 Meeting Agendas. The following provisions shall govern the giving of notice for meetings of the Commission:

The President of the Commission, or designee thereof, will distribute agendas of its regular and special meetings to its members in accordance with the Wisconsin Open Meetings Law. The agenda may be delivered personally, by first class mail, equivalent private delivery service, by facsimile machine, and/or through electronic mail, and shall state the place, date and time of the meeting and the matters proposed to be considered or acted upon at the meeting. If a member cannot be found, the agenda may be delivered by leaving the agenda at the member's usual place of abode. The Commission shall post agendas of its regular and special meetings on a bulletin board in the Village Hall.

3.6 Quorum For Meetings. A quorum of the Commission shall consist of a majority of the Commission Members.

For purposes of determining a quorum, an unfilled vacancy of the Commission shall reduce the Commission membership by one (1) until such vacancy is filled.

No business shall be considered by the Commission at any meeting at which the required quorum is not present, and the only motion which the President shall entertain at a meeting without a quorum is a motion to adjourn.

3.7 Majority Action As Commission Action. Every act or decision done or made by a majority of the members present at a meeting duly noticed and convened at which a quorum is present is the act of the Commission, unless these Bylaws, or provisions of law, require a greater percentage or different voting rules for approval of a matter by the Commission. There shall be no vote by proxy.

3.8 Conduct of Meetings. Meetings of the Commission shall be presided over by the President; or, if no such person has been so designated, or in his or her absence, by the Vice President; or, in the absence of each of these persons, by a member chosen by a majority of the members present at the meeting. The Secretary of the Commission shall act as secretary of all meetings of the Commission, provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the Meeting.

The rules contained in the current edition of Robert's Rules of Order shall govern the Commission in all cases to which they are applicable and in which they are not inconsistent with these Bylaws, provisions of law, and any special rules of order the board may adopt.

- 3.9 Order of Business. The regular order of business of the Commission, where applicable, shall be:
- 3.9.1 Roll call.
 - 3.9.2 Minutes of preceding meeting(s).
 - 3.9.3 Citizen comments on matters relative to the agenda and within the jurisdiction of the Commission. (Limit: Five (5) minutes per citizen.)
 - 3.9.4 Police Department reports.
 - 3.9.5 Communications received.
 - 3.9.6 Appointments and promotions.
 - 3.9.7 Whatever business the Commission deems relevant.
 - 3.9.8 Other regular business as authorized by law.
 - 3.9.9 Closed session to review appointments and promotions.
 - 3.9.10 Reconvene into open session.
 - 3.9.11 Meeting dates and agenda items.
 - 3.9.12 Adjournment.
 - 3.9.13 Notice that those who required special accommodations in order to attend the meeting are to contact the Police Chief reasonably in advance so that reasonable accommodations can be made.
- 3.10 Floor Privilege. Except for the citizen comment portion of the agenda, only Commission Members shall have the right to speak at Commission meetings. The Commission may, in its sole discretion, allow anyone else present to speak at the Commission meeting, but only to the extent of, and subject to any parameters established by the Commission.

**ARTICLE IV
OFFICERS OF THE COMMISSION
AND THEIR DUTIES**

- 4.1 Officers of the Commission. The officers of the Commission shall consist of a President, Vice President, and a Secretary.
- 4.2 Eligibility For Office. All members of the Commission shall be eligible to hold office.

4.3 Election of Officers. At a Commission meeting held in May of each year, the Commission shall elect from among its members its officers: President, Vice President and Secretary. Voting for the election of officers shall be by voice vote, unless there is more than one (1) candidate per office. In such circumstances, voting shall be by written ballot. Each member present shall cast one (1) vote per candidate, per office. The candidates receiving the highest number of votes shall serve for one (1) year. Officers may be reelected to serve in subsequent terms.

4.4 Term of Office. Officers' terms shall begin serving immediately upon election. Each officer shall hold office until he/she resigns or is removed, or is otherwise disqualified to serve, or until his/her successor shall be elected and qualified, whichever occurs first.

If one or all of the offices are permanently vacated before the terms of office are completed, the Commission, at its next meeting, shall hold an election to fill all vacancies. The newly elected officer or officers shall continue to serve until the annual election held on the first Commission meeting in May.

4.5 Duties of the President. The President of the Commission or designee shall prepare meeting agendas, notice all meetings in accordance with Wisconsin Open Meetings Law, preside at all meetings and hearings, appoint members to special committees of the Commission, and shall have other powers and perform such other duties as may be prescribed by law, by these Bylaws, or as may be prescribed by the Commission.

The President, in the event that the current serving Secretary is temporarily absent from a meeting, shall appoint a temporary Secretary.

4.6 Duties of the Vice President. The Vice President of the Commission shall assume all powers and duties, and be subject to all of the restrictions of the Commission President in the President's absence, inability or refusal to act, and shall have other powers and perform such other duties as may be prescribed by law, by these Bylaws, or as may be prescribed by the Commission.

4.7 Duties of the Secretary. The Secretary of the Commission shall keep the records of the Commission at the Village Hall office, in accordance with Wisconsin's Public Records Law, process all completed expense reimbursement claims, and shall have other powers and perform such

other duties as may be prescribed by law, by these Bylaws, or as may be prescribed by the Commission.

The Secretary shall keep a minute book, showing all important actions pertaining to each meeting and hearing. The minutes of each meeting and hearing shall be presented by the Secretary for approval by the Commission. A copy of the unapproved minutes shall be provided each member and the Police Chief, as soon after each meeting as is possible.

After the minutes are approved by the Commission, one (1) copy shall also be sent to the Police Chief, the Village President, and the Village Administrator, as soon after each meeting as is possible.

- 4.8 Clerical Assistance. The Village may provide clerical assistance to the Commission. Officers of the Commission may delegate clerical duties to such Village personnel as determined by the Village Administrator.

ARTICLE V COMMITTEES OF THE COMMISSION

Special committees may be created from time to time as necessity demands and in accordance with specified Commission policies and these Bylaws.

Meetings and action of committees shall be governed by, noticed, held and taken in accordance with the provisions of these Bylaws concerning meetings of the Commission, with such changes in the context of such Bylaw provisions as are necessary to substitute the committee and its members for the Commission and its members, except that the time for regular and special meetings of committees may be fixed by the Commission or by the committee. The Commission may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these Bylaws.

ARTICLE VI DISCIPLINARY ACTION AGAINST SUBORDINATES

- 6.1 Definition of Subordinate. A Subordinate shall include any sworn member of the Police Department other than the Police Chief.
- 6.2 Suspension of Subordinates.
- 6.2.1 A Subordinate may be suspended for just cause by the Police Chief or the Commission as a penalty. Such suspension shall be without pay. The Police Chief shall file a report of such suspension with the Commission immediately upon issuing the suspension. No

hearing on such suspension shall be held unless requested by the suspended Subordinate.

- 6.2.2 A Subordinate may be suspended by the Commission or the Police Chief pending the disposition of charges filed against him/her. No person shall be deprived of compensation while suspended pending disposition of charges.

6.3 Who May File Charges Against a Subordinate.

- 6.3.1 Charges may be filed against a Subordinate by the Police Chief, a member of the Commission, the Commission as a body, or by an aggrieved party. Such charges shall be in writing and filed with the President of the Commission.
- 6.3.2 If the Subordinate suspended by the Police Chief requests a hearing before the Commission, the Chief shall be required to file charges with the Commission upon which such suspension was based.
- 6.3.3 When charges are filed by a Commission Member, the Commission Member filing charges shall remove themselves from the proceedings subject to the approval of the Commission so as not to create a conflict of interest between the Commission Member and the Commission. The Commission reserves the right to remove a Commission Member who files charges and does not voluntarily remove themselves if good cause exists to believe that a conflict of interest may otherwise exist.

6.4 Filing of Charges.

- 6.4.1 All charges shall be in writing in the form of a verified (notarized) complaint, shall be signed by the person filing charges and shall be filed with the President of the Commission.
- 6.4.2 The written charges shall include: the name of the individual complained about; the nature of the alleged offense; the rule or law violated; and the date and place of the alleged violation. If any portion of the statement of charges is made upon information and belief, the source of such information and belief shall be identified, including any person's name and address.
- 6.4.3 Separate charges shall be made against each subordinate officer involved in the alleged misconduct resulting from the same event. The charges may be consolidated for hearing, but if either party requests a separate hearing on one or more charges, the Commission may allow the charges to be heard separately.

- 6.5 Notification of Charges and Answer. Following the filing of charges in any case, a copy thereof shall be served upon the person charged. Evidence of service of the charges should be provided to the Commission. The accused shall file an Answer with the President of the Commission, with a verified (notarized) copy to the Complainant within ten (10) days of receipt of the charges.
- 6.6 Prehearing Conference. The attorney for the Commission shall conduct a Prehearing Conference, which may be conducted by telephone. The preliminary hearing shall be conducted at least ten (10) days prior to hearing. The following matters will be addressed:
- 6.6.1 Whether the charges fall within the jurisdiction of the Commission.
 - 6.6.2 Procedural motions to be considered by the Commission.
 - 6.6.3 Stipulations as to matters about which the parties agree. Matters which are stipulated to need not be proven by the parties at the hearing.
 - 6.6.4 A date for each party to provide the other party with a list of names and addresses of witnesses they intend to call.
 - 6.6.5 Stipulations to changes in deadlines.
 - 6.6.6 Hearing date.
- 6.7 Setting Date of Hearing. The Commission, through its attorney, shall set a date for a hearing on the charges not less than ten (10) days, nor more than thirty (30) days following service of charges upon the person charged.
- 6.8 Marking, Exchange and Objections to Exhibits.
- 6.8.1 To expedite the hearing and the Commission's consideration of the evidence, each party shall prepare a numbered list of exhibits which that party expects to offer into evidence, identifying each document by a reasonably descriptive short name or title. These lists shall be filed with the Commission no less than ninety-six (96) hours prior to the scheduled commencement of the hearing. These lists and a copy of each document should be exchanged by the parties not less than ninety-six (96) hours prior to the scheduled commencement of evidentiary proceedings. A unified joint list of exhibits filed not less than ninety-six (96) hours prior to the commencement of

evidentiary proceedings will fulfill the requirements of this rule if the parties can reach agreement on such a list.

- 6.8.2 Parties shall exchange and file notice of any objections to such proposed exhibits not less than twenty-four (24) hours prior to the scheduled commencement of the hearing. This notice of objection shall state concisely the grounds for objection, but need not present argument or authority.
- 6.8.3 Unless excused by the Commission, each party shall file with the Commission the original and six (6) photocopies of each documentary exhibit offered into evidence. Each party offering a documentary exhibit into evidence shall provide at least one (1) photocopy to each party to the proceeding.
- 6.9 Discovery. There is no right to discovery other than for that provided in Sections 6.6 and 6.8.
- 6.10 Legal Representation. Both the Complainant and accused may be represented by an attorney. The Commission, in such proceedings, will be represented by an attorney.
- 6.11 Witnesses and Subpoenas. Either party to a hearing may compel the attendance of witnesses by subpoena. The form of the subpoena shall be prepared by the requesting party and shall be issued by the President of the Commission, and be served as are subpoenas under Chapter 885, Wisconsin Statutes.
- 6.12 Hearing and Testimony. All hearings on the charges will be public except those deliberations, including consultation with legal counsel, by the Commission may be conducted in closed session. The President of the Commission will preside over the hearing. Generally, any witness may testify regarding matters about which that witness has personal knowledge and may be examined as to their credibility. The rules of evidence regarding the examination of witnesses and evidence obtained as customarily used in Circuit Court will be waived so as not to exclude possible relevant evidence. All evidence will be received and accorded whatever weight and credibility is appropriate. The Commission will designate its attorney to act as a hearing examiner and rule on evidentiary issues. Any party may appeal any ruling by the Commission's attorney, who shall rule thereon. Parties will not be prevented from calling rebuttal witnesses whose names are not included on the lists for good cause shown and accepted by the Commission. The names of witnesses

discovered after the lists are exchanged shall be provided to the opposing party within a reasonable time period. Neither party will be required to call all of the witnesses listed on their witness list.

The accused may be called adversely by the Complainant or the Commission and examined by each Commission Member as to the charges. If the accused refuses to testify upon the grounds of self-incrimination, the President or attorney for the Committee shall advise the accused that the accused will be questioned on matters specifically, directly and narrowly relating to the performance of the accused's duties concerning the charges filed. Any failure to answer may result in disciplinary action, up to and including termination being imposed upon the accused by the Commission. However, any answers given and any fruits thereof cannot be used against the accused in any criminal proceedings. The accused will be further advised that failure to answer any of the questions may result in the Commission's drawing of an adverse inference as to the accused's credibility and/or innocence of the charges filed against the accused.

6.13 Decision.

6.13.1 After hearing all the evidence and the argument and summation statements of the parties, the Commission may convene into closed session(s) to deliberate for as many days as necessary upon giving notice of convened dates. Within three (3) days of the close of the hearing, the Commission shall produce and file with the Secretary of the Commission a written decision including Findings of Fact, Conclusions of Law and an Order for penalties, if any, that shall be taken against the accused. If one (1) or more Commission Members disagrees with the majority opinion, the member(s) may write and file a dissenting opinion.

6.13.2 No Subordinate may be suspended, reduced in rank, suspended and reduced in rank, or removed by the Commission based on charges filed by the Commission, members of the Commission, an aggrieved person or the Police Chief, unless the Commission determines whether there is just cause, as described in this paragraph, to sustain the charges. In making its determination, to the extent applicable:

6.13.2.1 Whether the Subordinate could reasonably be expected to have had knowledge of the probable consequences of the alleged conduct.

- 6.13.2.2 Whether the rule or order that the Subordinate allegedly violated is reasonable.
 - 6.13.2.3 Whether the Police Chief, before filing the charge against the Subordinate, made a reasonable effort to discover whether the Subordinate did in fact violate a rule or order.
 - 6.13.2.4 Whether the effort described under Section 6.13.2.3 was fair and objective.
 - 6.13.2.5 Whether the Police Chief discovered substantial evidence that the Subordinate violated the rule or order as described in the charges filed against the Subordinate.
 - 6.13.2.6 Whether the Police Chief is applying the rule or order fairly and without discrimination against the Subordinate.
 - 6.13.2.7 Whether the proposed discipline reasonably relates to the seriousness of the alleged violation and to the Subordinate's record of service with the Police Chief's department.
- 6.13.3 If the Commission determines that the charges are not sustained, the accused, if suspended, shall be immediately reinstated and all lost pay restored. If the Commission determines the charges are sustained, the accused, by order of the Commission, may be suspended, or reduced in rank, or suspended and reduced in rank, or removed, as the good of the service may require.

6.14 Hearing Procedure.

- 6.14.1 The Commission will arrange for the proceedings to be recorded. The Commission or any party may order a copy of the recording or a transcript at their expense. The original recording will be filed with the Secretary of the Commission.
- 6.14.2 The parties and/or their attorney will identify themselves for the record, beginning with the Complainant.
- 6.14.3 All witnesses will be sworn.
- 6.14.4 Each party, beginning with the Complainant, will have the

opportunity to make a brief opening statement to the Commission, stating what evidence they will introduce and what they intend to prove.

6.14.5 Complainant will introduce evidence/call witnesses first. Witnesses called by Complainant will be directly examined by Complainant or his/her attorney, followed by cross-examination by the accused or his/her attorney. Commission Members may question the witness at any time. The parties will be entitled to redirect and recross-examination.

6.14.6 Following the close of Complainant's evidence, the accused will have the right to introduce evidence/call witnesses according to the same procedure as set forth in Section 6.14.5, above.

6.14.7 After all witnesses have testified, Complainant may make a closing statement to the Commission, which will be followed by accused's closing statement. Complainant will have the opportunity to make a rebuttal argument following accused's closing statement.

6.15 Appeal of Decision. Any person suspended, reduced, suspended and reduced, or removed by the Commission may appeal from the order of the Commission to the Circuit Court by serving written notice of the appeal on the Secretary of the Commission within ten (10) days after the order is filed. Within five (5) days after receiving written notice of the appeal, the Commission (through the Commission President) shall certify to the Clerk of Circuit Court the record of the proceedings, including all documents, testimony and minutes. The action shall then be at issue and shall have precedence over any other cause of a different nature pending in the court, which shall always be open to the trial thereof. The court shall, upon application of the accused or of the Commission, fix a date of trial, which shall not be later than fifteen (15) days after such application, except by agreement. The trial shall be by the court and upon the return of the Commission, except that the court may require further return or the taking and return of further evidence by the Commission. The question to be determined by the court shall be: Upon the evidence is there just cause under 6.13.2 to sustain the charges against the accused? No costs shall be allowed either party and the Clerk's fee shall be paid by the Village. If the order of the Commission is reversed, the accused shall be forthwith reinstated and entitled to pay as though in continuous service. If the order of the Commission is sustained, it shall be final and conclusive.

6.16 Modification of Rules. The Commission, on its own motion or on the motion of a party, may modify, extend, waive, or excuse performance

of any of these rules and may promulgate additional rules or procedures as appropriate to a case before it.

ARTICLE VII

DISCIPLINARY ACTION AGAINST THE POLICE CHIEF

- 7.1 Procedure to File and Hear Charges. The procedure to file and hear charges provided for in Article VI shall apply to the Police Chief, where applicable.
- 7.2 Suspension of Police Chief. The Commission may suspend the Police Chief pending disposition of charges filed by the Commission or the President of the Village Board.

ARTICLE VIII

CONSTRUCTION OF BYLAWS

Should any Federal or State law, rule or regulation, or the final decision of any court of competent jurisdiction affect any provision of these Bylaws, the provision or provisions so affected shall be deemed to be amended so as to conform to the law, rule, regulation or decision. These Bylaws shall be construed to be consistent with the requirements of Federal and State law.

ARTICLE IX

SEVERABILITY

In the event any portion of these Bylaws is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining portion shall remain in full force and effect.

ARTICLE X

AMENDMENT OF BYLAWS

The Bylaws shall not be repealed, amended, or modified except by a majority vote of the Commission members present at a regular or special meeting of the Commission; and subject to review and approval of the Village Board.

ARTICLE XI
ADOPTION

These Bylaws have been reviewed and approved by the Village Board. These Bylaws were adopted at a duly noticed and convened meeting of the Commission held on TBD.

BOARD OF POLICE COMMISSIONERS

BY: _____

Sean Osborne, Commissioner

Date: _____

BY: _____

Iris Ziolkowski, Commissioner

Date: _____

BY: _____

Kenneth Helbing, Commissioner

Date: _____

BY: _____

Kathryn Wentland, Commissioner

Date: _____

BY: _____

Bruce Wickert, Commissioner

Date: _____



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MEMORANDUM

To: Village Board

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: December 5, 2025

Re: CONSENT AGENDA Special Event – Panga Polar Plunge

BACKGROUND: Panga has applied for the following special event:
January 1, 2026 11 am – 6 pm annual Polar Plunge

ATTACHMENTS: Application

FISCAL IMPACT: \$50 revenue for each day

AS PART OF

CONSENT AGENDA: To approve the Special Events License for Nemahbin Lake Partners, LLC for the Polar Plunge at Panga, 34422 Delafield Rd, on January 1, 2026 from 11 am – 6 pm



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MEMORANDUM

To: Village Board

From: Administrator-Clerk/Treasurer Michael

Date: December 5, 2025

Re: **Appointment to Zoning Board of Appeals**

BACKGROUND:

The Village Board appoints the Board members and Chairperson for various Boards. ***Zoning Board of Appeals is a five Regular Member and two Alternate Member Board per Sec. 111-388(b)(1) - Establishment)** Since April, 2024, the Zoning Board of Appeals has had a vacant Member/Chair position because the past Chairperson was non-responsive to requests for continuation of his position. During October, the Zoning Board of Appeals met to hear a variance request. At that meeting, Alternate Lisa Mellone was appointed to the role of Chairperson. There have been positive comments/feedback related to how she ran that meeting. Additionally, Lisa was a City of Brookfield Alderperson and I found the following information online: "Mellone was first elected as alderman for the city's southeastern 7th district in 2006 and was re-elected without an election challenger in 2010."

Planner Barrows, Deputy Clerk/Deputy Treasurer LaValliere and Trustee Petronovich have voiced their support for her to be appointed as a Regular Member and additionally as Chairperson. She would then serve the rest of her 3-year term as Chairperson for the Zoning Board of appeals.

The Charter Ordinance states: "the village president shall appoint the fifth regular member, with confirmation by the village board. The member appointed by the village president shall serve as chair of the zoning board of appeals."

Below is the list of current members:

Name	Appointment Expires	Years
Lisa Mellone/ Alternate #1	05-27	3
Nate Rice	05-26	3
Daniel Gibbs	05-26	3
Brett Etzel	05-27	3
William Krill	05-27	3
Steve Sikowski/Alternate #2	05-26	3

ATTACHMENTS: Section 111-388 (b)(1), Charter Ordinance section for ZBA and Lisa Mellone Biography from 2024

FISCAL IMPACT: None

RECOMMENDED MOTION: *to appoint Alternate #1, Lisa Mellone as a regular Board Member and chair of the Zoning Board of Appeals until her term expires in April 2027.*

Sec. 111-388. Appeal provisions.

(a) *Appeal rights.* Any person aggrieved, or any officer, department, board or bureau of the village affected by a decision of the zoning administrator or the building inspector may appeal such decision to a zoning board of appeals as hereinafter established, provided such appeal be taken within a reasonable time, as provided by the rules of said zoning board of appeals.

(b) *Zoning board of appeals.*



(1) *Establishment.* The zoning board of appeals shall consist of five members appointed by the village president subject to confirmation of the village board for terms of three years, except that of those first appointed one shall serve for one year, two for two years and two for three years. Vacancies shall be filled for the unexpired terms of members whose terms become vacant. The village president shall appoint, for staggered terms of three years, two alternate members of such board, in addition to the five members above provided for. Annually, the village president shall designate one of the alternate members as first alternate and the other as second alternate. The first alternate shall act, with full power, only when a member of the board refuses to vote because of interest or when a member is absent. The second alternate shall so act only when the first alternate so refuses or is absent or when more than one member of the board so refuses or is absent. The following provisions, with regard to removal and the filling of vacancies, shall apply to such alternates.

(2) *General rules.*

- a. The members of the zoning board of appeals shall serve at such compensation as is fixed by ordinance.
- b. Members shall be removable by the village president for cause upon written charges and after public hearing.
- c. The village president shall designate one of the members chairman and the zoning board of appeals may designate such other officers and employ such employees as it feels necessary.
- d. The zoning board of appeals shall adopt rules governing its procedure consistent with the terms of this chapter.

(3) *Meetings.* Meetings of the zoning board of appeals shall be held at the call of the zoning board of appeals chairman and at such other times as the zoning board of appeals may determine. such chairman, or in his absence the acting chairman, may administer oaths and compel the attendance of witnesses. The zoning board of appeals shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact and shall keep records of its examinations and other official action, all of which shall be filed in the office of the village clerk and shall be a public record.

(4) *Powers.* The zoning board of appeals shall have the following powers as defined by Wisconsin statutes:

- a. To hear and decide appeals from any person aggrieved, or any officer, department, board or bureau of the village affected by a decision of the zoning administrator or building inspector, provided such appeal be taken within 30 days of said decision.
- b. To authorize upon appeal in specific cases such variances from the terms of this chapter as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of this chapter will result in practical difficulty or unnecessary hardship, so that the spirit of this chapter shall be observed, public safety and welfare secured and substantial justice done.

-
- (5) *Additional requirements.* In making its determination, the board shall consider whether the proposed variance would be hazardous, harmful, noxious, offensive or a nuisance to the surrounding neighborhood by reason of physical, social or economic effects; and may impose such requirements and conditions with respect to location, construction, maintenance and operation in addition to any which may be stipulated in this chapter as the board may deem necessary for the protection of adjacent properties and the public interest and welfare.
- (6) *Performance standards.* In order to reach a fair and objective decision, the board may utilize and give recognition to appropriate performance standards which are available in model codes or ordinances, or which have been developed by planning, manufacturing, health, architectural and engineering research organizations.
- (7) *Enforcement of decision.* In exercising the above-mentioned powers, the zoning board of appeals may, in conformity with the provisions of this chapter, reverse or affirm, wholly or partly, or may modify the order, requirements, decision or determination appealed from and may make such order, requirement, decision or determination as ought to be made. To that end, the zoning board of appeals shall have all the powers of the officer from whom the appeal is taken, and may issue or direct the issue of a permit; provided that no such action shall have the effect of:
- a. Permitting in any district a use prohibited in that district;
 - b. Rezoning; or
 - c. Permitting, without the approval of the plan commission, any structure within the base setback area as established by section 111-96(a).
- (8) *Required vote.* The concurring vote of three members of the zoning board of appeals shall be necessary to reverse any order, requirement, decision or determination of any such administrative official or to decide in favor of the applicant on any matter upon which it is required to pass under this chapter, or to effect any variation there from. The grounds of every such determination shall be stated.
- (9) *Further appeal.* Any person or persons aggrieved by any decision of the zoning board of appeals or any taxpayer or any officer, department, board or bureau of the village of summit may appeal from a decision of the zoning board of appeals within 30 days after the filing of the decision in the office of the zoning board of appeals in the manner provided in Wis. Stats. § 62.23(7)(e). The decision of the zoning board of appeals shall be deemed filed upon approval of the minutes if prior filing has not occurred.
- (c) *Procedure.*
- (1) *Filing.* A notice of appeal shall be filed with the officer from whom the appeal is taken and with the zoning board of appeals. This notice shall specify the grounds of the appeal. The officer from whom the appeal is taken shall forthwith transmit to the zoning board of appeals all the papers constituting the record upon which the action appealed from was taken.
 - (2) *Stay.* An appeal shall stay all legal proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the zoning board of appeals after the notice of appeal shall have been filed with him, that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life or property. In such cases, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the zoning board of appeals or by a court of record on application, on notice to the officer from whom the appeal is taken and on due cause shown.
 - (3) *Hearing.* Each appeal shall be heard within a reasonable time, not to exceed 60 days from the time of filing, and public notice of such hearing shall be given as provided by section 111-387 as well as to the parties in interest.

-
- (4) *Decision.* The zoning board of appeals shall render its decision in writing within 30 days after completion of the hearing thereon.
 - (5) *Recording of variance required.* Any such variance granted shall be recorded with the title to the property with the county register of deeds.
 - (d) *Status of conformity.* The granting of a variance shall not thereby subject the property to the limitation applicable to a legal nonconforming status with respect to the specified variance.

(Ord. No. 31-2015, § 13.7, 10-1-2015)

*From Village Code 12/5/2025

3. *Zoning board of appeals.*

- a. The zoning board of appeals shall consist of five regular members and two alternate members appointed by the village board.
 - i. Four of the regular members and both alternates shall be appointed by the village board.
 - ii. The village president shall appoint the fifth regular member, with confirmation by the village board. The member appointed by the village president shall serve as chair of the zoning board of appeals.
 - iii. All of the members and alternates shall be residents of the village.
- b. Alternate members shall act only when a regular member is absent or wishes to refrain from voting because of a conflict of interest. Alternates shall be designated as "first alternate" or "second alternate," and shall be selected for service, as needed, accordingly.
- c. The zoning board of appeals shall have the powers and duties as prescribed in the Village Code.
- d. Members shall be appointed to staggered three-year terms. Initial appointments shall be staggered as determined by the village board.
- e. The village board shall establish annually the compensation to be paid to members to defray expenses related to service on the board.
- f. If the chair is absent from the zoning board of appeals, the village administrator or his/her designee shall call the meeting to order and the zoning board of appeals shall elect a chair for the meeting.
- g. A majority of the members of the zoning board of appeals shall constitute a quorum. If there is not a quorum present, the fact shall be entered in the minutes, and the meeting shall be adjourned.

From Charter Ordinance



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BIOGRAPHY FOR NON-ELECTED VILLAGE POSITIONS

The Summit Village Board would like to have some background information on citizens that are interested in serving on local boards and commissions. To help coordinate your interests with the possible projects, please complete the information below and return to the Village Clerk's office. Most appointments are made annually in May. The Village will contact you prior to any consideration of appointment to confirm your on-going interest.

Name: Lisa Mellone

Home Address: 34910 N. Breezeland Rd., Oconom. Wi 53066

Mailing Address (if different): _____

Phone numbers: _____ Email address: _____
Work / Home / Cell number

AREAS OF POSSIBLE INTEREST:

Please mark your **TOP THREE CHOICES. LIST IN RANK OF PREFERENCE 1...2...3.**
(1 BEING THE HIGHEST RANK.)

3 Police Commission
(As needed approximately 3x per year)

7 Residence Board
(As needed – days/times may vary)

current Board of Review
(Meets annually - May/June - Times vary)

6 Fire Board
(Meets 4th Monday of Month 4 PM & several times for annual budget process)

1 Plan Commission
(Meets 3rd Thursday of Month @ 5:30 PM)

2 Zoning Board of Appeals
(Meets 4th Thursday of Month if needed 6:30 PM)

4 Community Development Authority
(Meets when needed - Day Varies @ 6:30 PM)

5 Cemetery Board
(Meets 2 times per year: May & September)

What personal or professional interests or background would you offer to the Village?

I have served as an Alderperson for the City of Brookfield from 2006-2018. While Alderperson, I served on the Board of Public Works,

Water & Sewer Board, Community Planning Committees, Park & Rec, Finance, Board of Appeals, Board of Review,

Liaison to School Board, and much more. I previously served at Shorehaven as a community volunteer. I put a high value

on serving in the community in which we live through volunteerism and leadership. Professionally, I work as a litigation paralegal.

Have you previously served on a local commission or board? Yes

(either here or in another community)

Briefly explain: Western Lakes Fire Dist as Summit rep, Summit Master Planning Update committee, and currently serve on Summit's Board of Review

Signature: Lisa Mellone

Date of Receipt at Village Clerk's office: _____



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MEMORANDUM

To: Village Board

From: Amy Barrows, Village Planner

Date: December 11, 2025

Re: Discussion and action on a Storm Water Maintenance Agreement with Nathan and Lisa Zwagerman for Treated Impervious Surface for new home construction and associated improvements located at 39533 Golden Cedar Lane (SUMT0695035)

BACKGROUND: The property owner located at 39533 Golden Cedar Lane is in the process of constructing a new residence, attached garage, boathouse, patio, and other appurtenances. The zoning and building permits were issued in compliance with the 30% impervious surface provisions. The owner would like to increase the area of impervious surfaces on the property. Specifically, the applicant is proposing to have a total of 11,310.32 sq. ft., or 37.44%, impervious surfaces. In order to exceed 30% (9,063.3 sq. ft.), the Village's Zoning Ordinance requires that the area of impervious surface that exceeds 30% be treated before the water enters the lake. The applicant is proposing to treat the 7.44% impervious surface that exceeds 30% by installing a 66 ft. long x 6 ft. wide x 9" deep infiltration trench between the driveway and east lot line. According to the plans, the trench will treat 297 cubic feet, whereas 280.88 cubic feet of storage volume is required. The calculations are based on the trench being able to treat the first ½ inch of rain runoff.

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

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

Engineering Staff is reviewing the plan and agreement. Comments will be provided at the meeting.

ATTACHMENTS: Draft Stormwater Maintenance Agreement
Stormwater Management Plan

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

MOTION : **To approve the Storm Water Maintenance Agreement for Nathan and Lisa Zwagerman subject to the following conditions being met prior to the installation of any impervious surfaces that exceed 30% of the lot area:**

- 1. The agreement and stormwater management device shall be reviewed and approved by the Village Engineer.**
- 2. The final agreement shall be recorded with Waukesha County Register of Deeds.**
- 3. The treatment device shall be in place prior to Final Occupancy of the new residence.**

DOCUMENT NUMBER

39533 Golden Cedar Lane., Oconomowoc, WI 53066

**STORM WATER
MAINTENANCE AGREEMENT**

EXHIBITS

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

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

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

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

Name and Return Address

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

SUMT0695035
Parcel Identification Number (PIN)

**Storm Water Management Measures
and
Maintenance Agreement**

This Agreement is made and executed this _____ day of _____, 2025 by Nathan and Lisa Zwagerman (hereinafter the “Owner”) and the Village of Summit (hereinafter the “Village”).

WHEREAS, Owner has subjected the property located at 39533 Golden Cedar Lane, Oconomowoc, WI 53066 (the “Property”) located at the SW ¼ of Section 30, Township 7 North, Range 17 East, Village of Summit, Waukesha County, Wisconsin to certain conditions which are expressly made a part hereof, and as approved by the Village of Summit and is expressly made an integral part hereof, for the benefit of the Property, Village, and the Tenants; and,

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

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

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

NOW, THEREFORE, in compliance with the terms applicable to the property located at 39533 Golden Cedar Lane, Oconomowoc, WI 53066 (“Development”), the parties agree as follows.

1. The Owner, its successors or assigns, shall be solely responsible for the maintenance, upkeep, and repair of the storm water management system of 39533 Golden Cedar Lane, Oconomowoc, WI 53066 (“Property”).
2. Upon written notice from the Village or their designee, the Owner, its successors or assigns, shall, at their own cost and within a reasonable time period, have a BMP inspection conducted by a qualified person, file a report to the village engineer, and complete any maintenance or repair work recommended in the report.
3. The Village is authorized, but not required, to perform the corrective actions identified in the notice if the Owner, its successors or assigns does not make the required corrections in the specified time period or the work is not accepted by the Village. All costs and administrative fees charged to Owner, its successors or assigns in accordance with this section may be placed upon the tax roll as special charges in accordance with Wisconsin Statutes, including §66.0627, Wis. Stats.

4. The plans of the 39533 Golden Cedar Lane, Oconomowoc, WI 53066 (“Property”) shall accurately describe certain areas, and shall be legally described and submitted by the Owner, its successors or assigns to the Village, as detention/retention basins, swales, storm water easements, storm sewers, etc., all of which serve as and shall be referred to as storm water management measures and shall be fully incorporated herein as an integral part of this Agreement.

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

6. In the event that maintenance of the storm water management measures is not undertaken by the Owner, its successors or assigns, within the specified time period in the notification, the Village shall perform maintenance work on the storm water management measures if such failure to maintain (a) has a material adverse effect on property other than the 39533 Golden Cedar Lane, Oconomowoc, WI 53066 (“Property”), or (b) endangers the public health or safety. However, before the Village shall have the right to perform any such maintenance pursuant to this section (except in the case of an emergency situation), the Village shall provide the Owner, its successors or assigns with written notice stating with

specificity the maintenance activities the Village deems to be required with respect to the storm water management measures. In the case of an emergency situation as determined in the sole discretion of the Village, no notice will be required prior to the Village performing emergency maintenance. The Owner, its successors or assigns shall be liable for all costs and expenses incurred by the Village for the failure to undertake any repairs.

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

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

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

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

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

12. The Village has sole authority to modify the Agreement upon providing 30-day notice.

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

Dated this _____ day of _____, 2025.

OWNER:

39533 Golden Cedar Lane, Oconomowoc, WI 53066

By: _____
(Owner Signature)

By: _____
(Owner Signature)

Name (please print or type): Nathan and Lisa Zwagerman

Title (please print or type): Owners

STATE OF WISCONSIN)
WAUKESHA COUNTY) ss

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

Notary Public

_____ County, Wisconsin

My Commission Expires _____

VILLAGE:

Village of Summit

By: _____
Jack Riley, Village President

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

This document was drafted by:

Kyle Kohlmann, PLA
Bret Achtenhagen's Seasonal Services, LTD.
kylek@seasonalservices.com
262-378-3393

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY WHERE STORM WATER MAINTENANCE IS
REQUIRED

Legal Description Obtained From Plat of Survey by Landtech dated 09/18/2025:

Lands being a part of the SW $\frac{1}{4}$ of Section 30, Township 7 North, Range 17 East, Village of Summit,
Waukesha County, Wisconsin

EXHIBIT B

LOCATION MAP WHERE STORM WATER MANAGEMENT PRACTICES ARE LOCATED

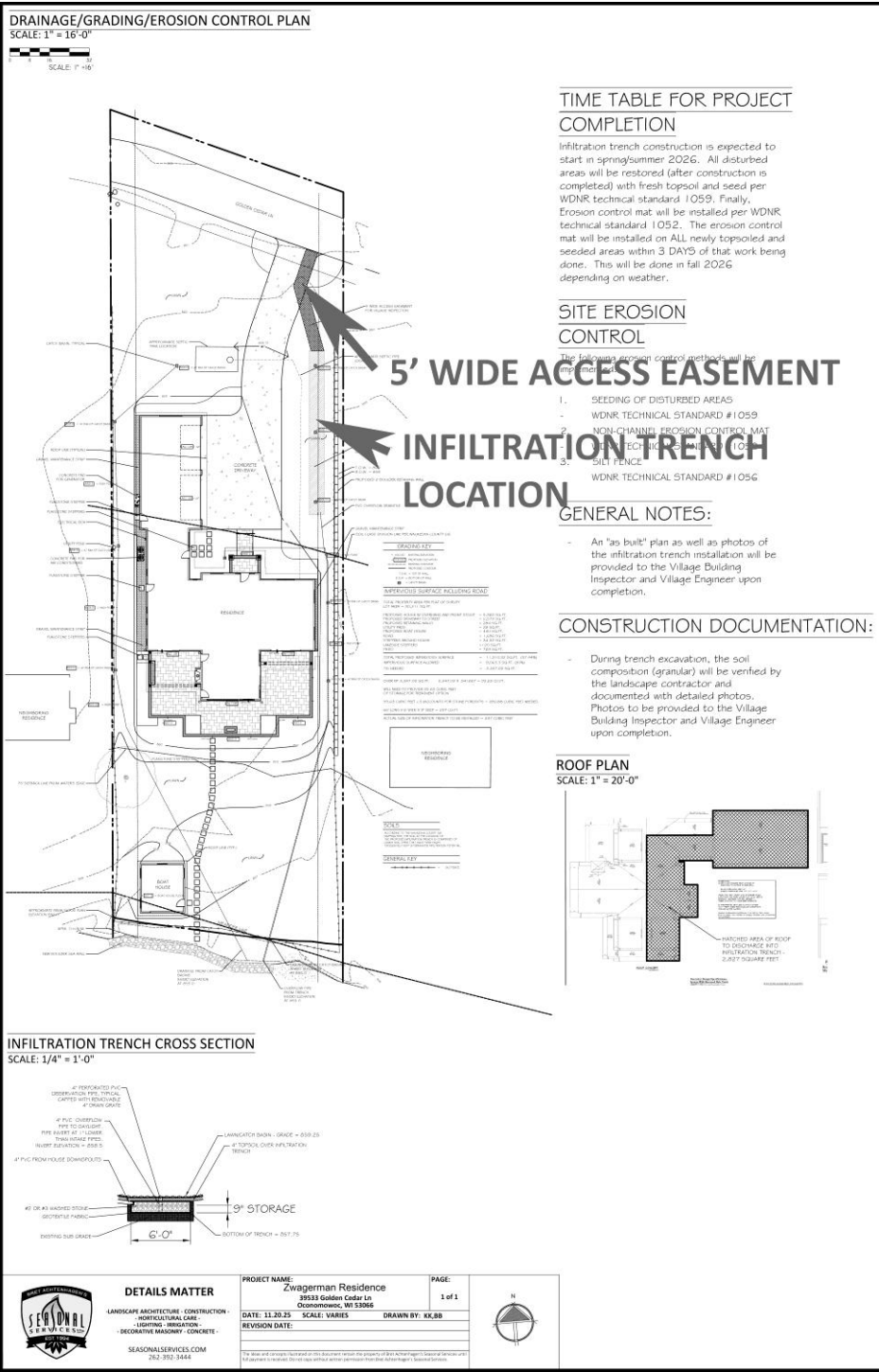
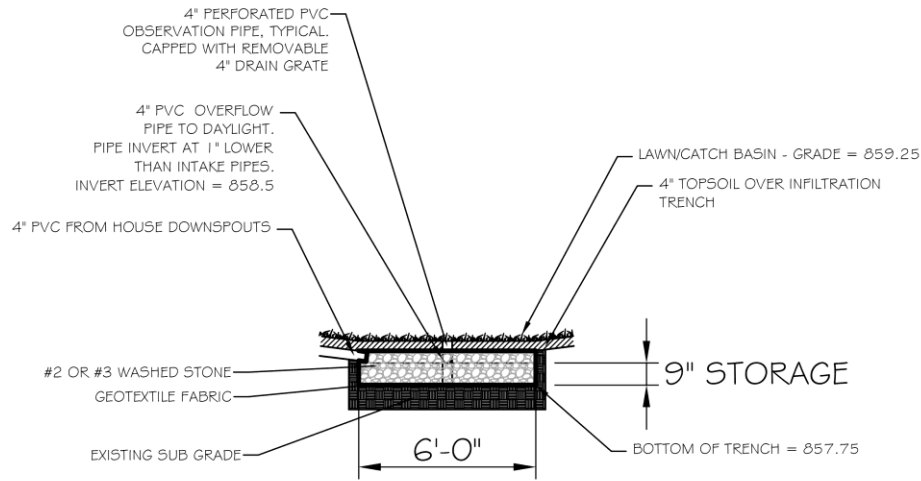


Exhibit C – Details **Storm Water Management Practice Details Covered by this Agreement**

INFILTRATION TRENCH CROSS SECTION DETAIL

SCALE: 1" = 4'-0"



PAGE:

PROJECT NAME: **Zwagerman Residence**
39533 Golden Cedar Ln.
Oconomowoc, WI. 53066

DRAWN BY: KJK

SCALE: 1" = 4'

DATE: 11.20.25

EXHIBIT D

39533 Golden Cedar Lane, Oconomowoc, WI 53006 “Development”
Village of Summit, Waukesha County, WI

OPERATIONS AND MAINTENANCE PLAN

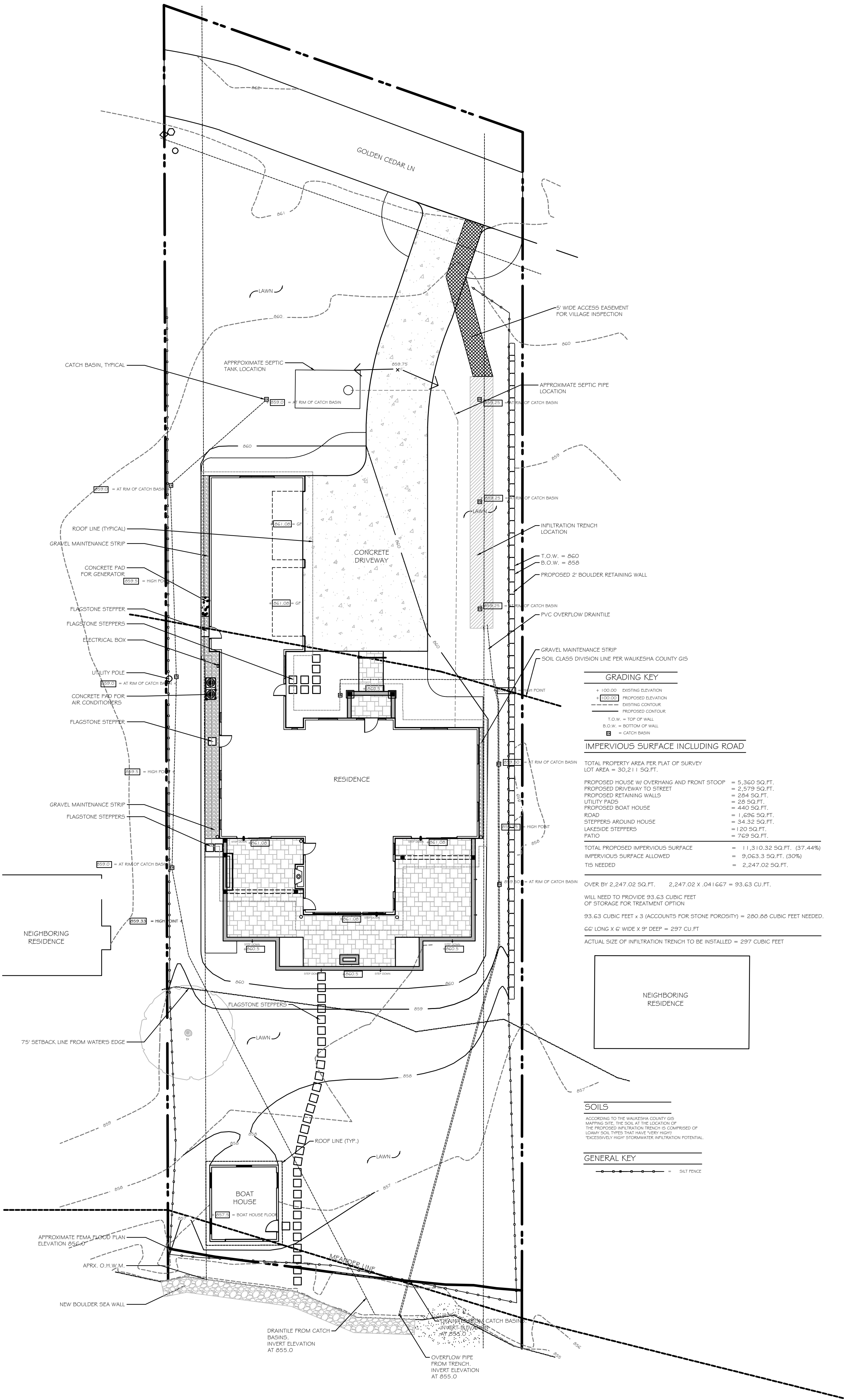
Minimum Maintenance Requirements:

To ensure the proper function of the infiltration trench, the following list of maintenance activities are recommended:

1. Whether the runoff flows to the trench on the surface or via buried pipes, the owner shall
 - Open the cleanouts to inspect for standing water and sediment, visually and using measuring sticks, at least two days following the most-recent rain event. If there is standing water in the trench at the time of the first inspection, another inspection should be done at 72 hours (following the rain event)
 - If standing water still exists at 72 hours following the rain event, the homeowner should engage a qualified professional to evaluate the trench and determine the best solution (which may include stone removal/replacement or re-working the soil at the bottom of the trench to drain properly). If this consultation takes place, the qualified professional will prepare a report of their findings, their proposed solution(s) and submit it to the Village Building Inspector.
2. If runoff is piped to the trenches, keeping leaves out of the pipes is necessary to avoid clogging of the stone.

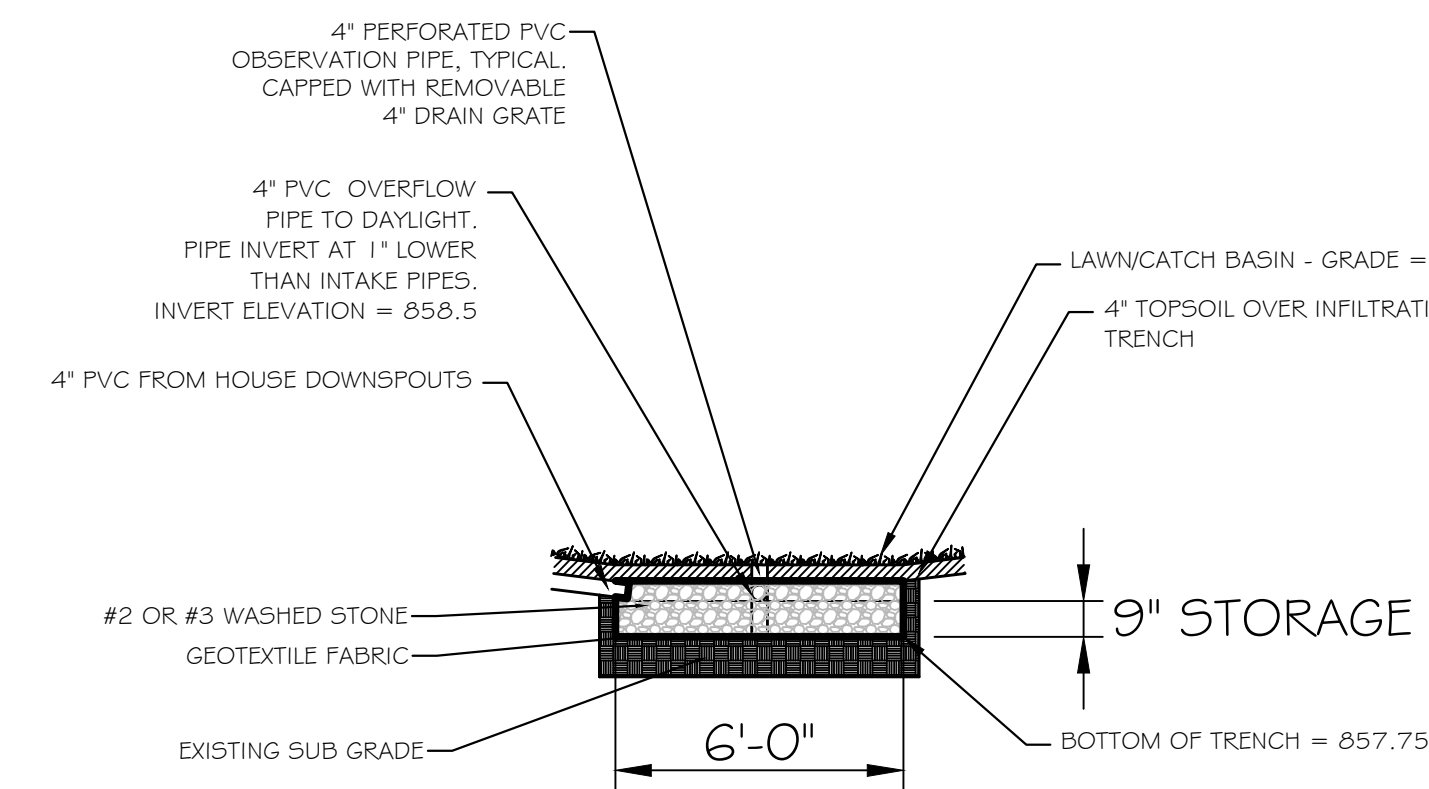
DRAINAGE/GRADING/EROSION CONTROL PLAN

SCALE: 1" = 16'-0"



INFILTRATION TRENCH CROSS SECTION

SCALE: 1/4" = 1'-0"



TIME TABLE FOR PROJECT COMPLETION

Infiltration trench construction is expected to start in spring/summer 2026. All disturbed areas will be restored (after construction is completed) with fresh topsoil and seed per WDNR technical standard 1059. Finally, Erosion control mat will be installed per WDNR technical standard 1052. The erosion control mat will be installed on ALL newly topsoiled and seeded areas within 3 DAYS of that work being done. This will be done in fall 2026 depending on weather.

SITE EROSION CONTROL

The following erosion control methods will be implemented.

- SEEDING OF DISTURBED AREAS
- WDNR TECHNICAL STANDARD #1059
- NON-CHANNEL EROSION CONTROL MAT
- WDNR TECHNICAL STANDARD #1052
- SILT FENCE
- WDNR TECHNICAL STANDARD #1056

GENERAL NOTES:

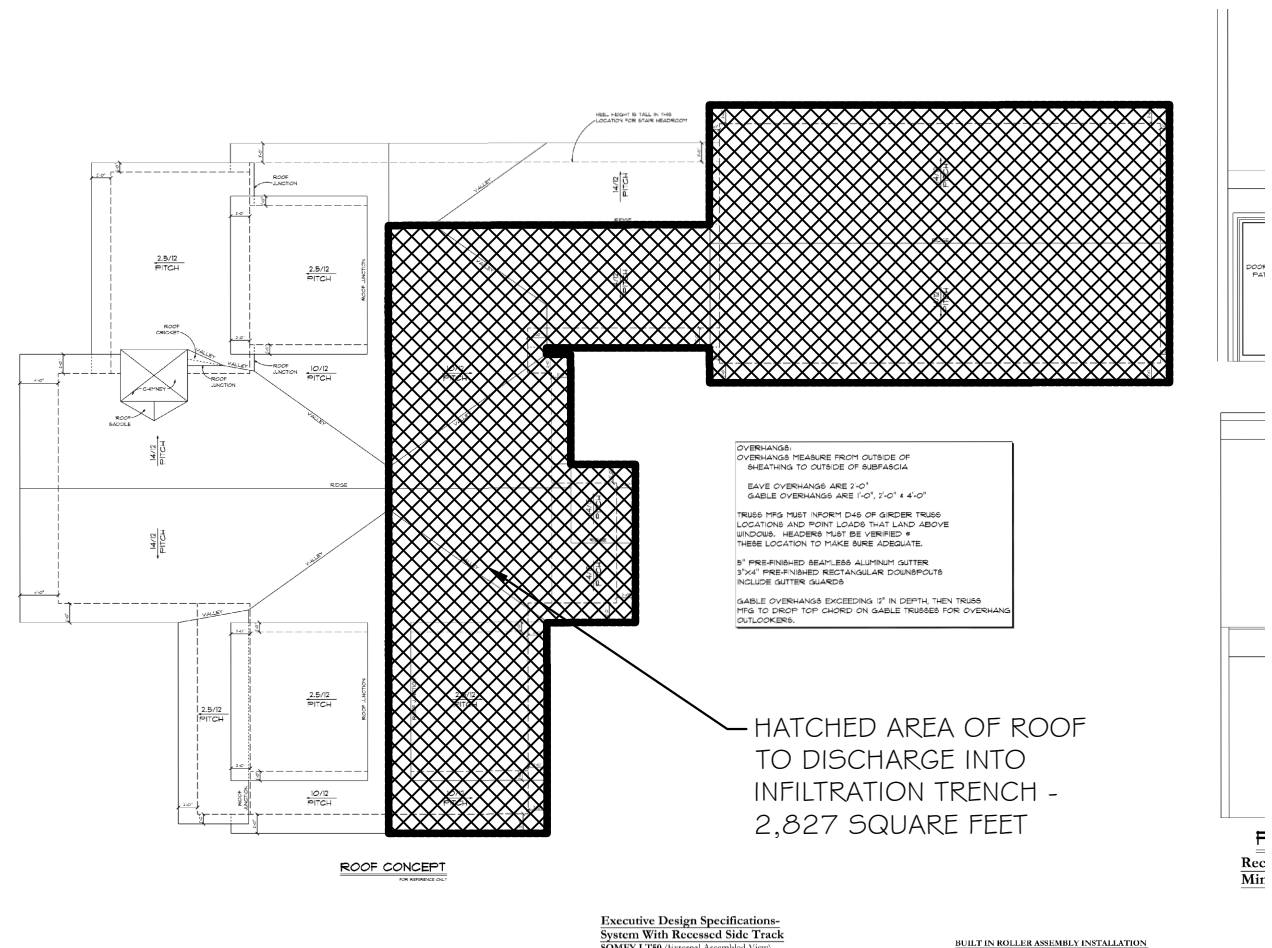
- An "as built" plan as well as photos of the infiltration trench installation will be provided to the Village Building Inspector and Village Engineer upon completion.

CONSTRUCTION DOCUMENTATION:

- During trench excavation, the soil composition (granular) will be verified by the landscape contractor and documented with detailed photos. Photos to be provided to the Village Building Inspector and Village Engineer upon completion.

ROOF PLAN

SCALE: 1" = 20'-0"



DETAILS MATTER

LANDSCAPE ARCHITECTURE - CONSTRUCTION -
HORTICULTURAL CARE -
LIGHTING - IRRIGATION -
DECORATIVE MASONRY - CONCRETE -

SEASONALSERVICES.COM
262-392-3444

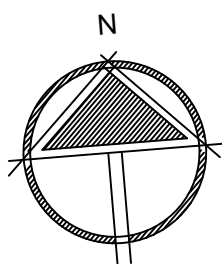
PROJECT NAME:
Zwagerman Residence
39533 Golden Cedar Ln
Oconomowoc, WI 53066

DATE: 11.20.25 SCALE: VARIES DRAWN BY: KK,BB

REVISION DATE:

PAGE:

1 of 1



The ideas and concepts illustrated on this document remain the property of Bret Achtenhagen's Seasonal Services until full payment is received. Do not copy without written permission from Bret Achtenhagen's Seasonal Services.



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

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

MEMORANDUM

To: Village Board

From: Amy Barrows, Planner

Date: December 11, 2025

Re: **Certified Survey Map for Lola and Bob Loepfe**
2937 N. Mill Road and adjacent lands
SUMT0625990 & SUMT0625996

BACKGROUND:

See 11/20/2025 Plan Commission Staff Report. At the November 20, 2025 meeting, Plan Commission unanimously recommended approval of the proposed CSM to divide two lots into three lots, subject to the conditions provided in the recommended motion of this report.

The applicant provided the Village with an extension to review the CSM until all conditions have been met. The applicant has addressed all staff conditions.

ATTACHMENTS: 11/20/2025 Plan Commission report
11/25/2025 Surveyor approval letter
11/26/2025 Waukesha County Department of Public Works email
Revised Certified Survey Map dated 12/5/2025

FISCAL IMPACT: The Village of Summit will benefit from the additional tax base of one additional single-family residential lot.

RECOMMENDED MOTION:

Approve the Certified Survey Map to divide two lots into three lots located at 2937 N. Mill Road and adjacent lands, subject to the following conditions:

- A. APPROVALS FROM ALL OBJECTING AND APPROVING BODIES:** Petitioner shall satisfy all comments, conditions and concerns of Waukesha County Department of Public Works, and the Village Engineer, Surveyor, and Planner prior to the Village signing the final Certified Survey Map.
- B. SUBJECT TO REIMBURSEMENT OF EXPENSES.** As a condition precedent to this conditional CSM approval taking effect, the Petitioner shall pay all fees, costs, and

assessments due and owing to the Village of Summit, and for reimbursement of any expenses, costs and disbursements which have been incurred by the Village of Summit in the drafting, review or enforcement of this conditional CSM approval, including without limitation by reason of enumeration, design, engineering, inspection and legal work.

- C. UTILITY CONNECTION FEES.** As a condition precedent to this conditional CSM approval taking effect, the Petitioner shall pay all utility connection fees owed to the Village of Summit.
- D. BUSINESS OR COMMERCIAL USE.** There shall be no commercial or business use on these lots, except as specifically permitted within or pursuant to the applicable Zoning Code.
- E. ONE YEAR TO SATISFY CONDITIONS.** Subject to the Petitioner satisfying all of the aforementioned conditions within one year of the Village Board granting conditional final approval of the CSM.

LOEPFE CERTIFIED SURVEY MAP REVIEW
11/20/2025 Plan Commission Meeting
Lola and Bob Loepfe

Staff Report

Village of Summit, Wisconsin

Property Location: 2937 N. Mill Road and adjacent lands
SUMT0625990 & SUMT0625996

Property Owner: Carola Kappus Loepfe Trust C-U The Elizabeth J Bostrom Living Trust

Recommended Motion: *Motion to recommend that Village Board approve the Certified Survey Map for the division of two lots into three lots, subject to the following conditions:*

- A. APPROVALS FROM ALL OBJECTING AND APPROVING BODIES: Petitioner shall satisfy all comments, conditions and concerns of the Waukesha County Department of Public Works, Village Engineer, Surveyor, and Planner prior to approval of the final Certified Survey Map.*
- B. SUBJECT TO REIMBURSEMENT OF EXPENSES. As a condition precedent to this conditional CSM approval taking effect, the Petitioner shall pay all fees, costs, and assessments due and owing to the Village of Summit, and for reimbursement of any expenses, costs and disbursements which have been incurred by the Village of Summit in the drafting, review or enforcement of this conditional CSM approval, including without limitation by reason of enumeration, design, engineering, inspection and legal work.*
- C. UTILITY CONNECTION FEES. As a condition precedent to this conditional CSM approval taking effect, the Petitioner shall pay all utility connection fees owed to the Village of Summit.*
- D. BUSINESS OR COMMERCIAL USE. There shall be no commercial or business use on this lot, except as specifically permitted within or pursuant to the applicable Zoning Code.*
- E. ONE YEAR TO SATISFY CONDITIONS. Subject to the Petitioner satisfying all of the aforementioned conditions within one year of the Village Board granting conditional final approval of the CSM's.*

Summary:

Existing Zoning: R-2 Country Residential (1.5 acres/90,000 sq. ft. density) & EC Environmental Corridor Overlay, WL Wetland Conservancy

Land Use Plan: SF Residential 1.6-acre density, Primary Environmental Corridor

The applicant is proposing to divide and reconfigure two lots into three legal lots of record.

Lot Configuration Table

	Existing North Lot	Existing South Lot	Proposed Lot 1	Proposed Lot 2	Proposed Lot 3	Required
Lot Size	~ 3.78 acres	~ 14 acres	6.64 acres 6.36 no WL	6.4 acres	4 acres	1.5 acres*
Lot Width	~ 103 ft.	~ 800 ft. +	242.9 ft.	170 – 180 ft.	570 ft.	180 ft.
Lake Frontage	~ 260 ft.	~ 90 ft.	~ 163.5 ft.	~ 175 ft.	None	See below

*Overall density must not exceed 1 unit per 5 acres in the Environmental Corridor

Each lot is required to be at least 1.5 acres in size. Since the lots are located in the Primary Environmental Corridor, or partially in the corridor, the overall density shall not exceed 1 unit per 5 acres, excluding the wetland area. The proposed land division complies with the minimum lot size and density standards.

Each lot is required to have at least 180 ft. in lot width. Lot width is defined as the width of a parcel of land measured at the setback line. Because the building envelope for Lot 2 is set back much further than the required setback line, the lot width is measured at the location of the building envelope.

Lake access is limited to no more than one lot or dwelling unit for each 150 ft. of lake frontage, except for existing substandard lots that have less than 150 ft. of lake frontage. Each lot will have at least 150 ft. of lake frontage.

Surveyor Review: The surveyor has reviewed previous versions of the CSM. Conditions 1 and 2 of the review letter dated July 11, 2025 still apply. The surveyor’s review comments related to the most recently submitted CSM are pending.

Planner Review:

- Written documentation shall be provided from the Waukesha County Department of Public Works that they have reviewed and approve of the CSM. Documentation shall also be provided regarding legal access to Valley Road (CTH B) from each lot.
- The Village Surveyor is recommending that the intersection be rounded and that a Vision Corner Easement be created with an associated note. This condition shall be addressed.
- Lot 2 currently has two living units. The upstairs unit needs to either be converted to single-family residence (remove lock on door) or the applicant shall apply for approval to have an accessory dwelling unit on the property.
- The reference to “sport court” shall read “decommissioned sport court” and the sport court shall be removed or covered with a natural surface (topsoil and seed).



Building a Better World
for All of Us®

November 24, 2025

RE: Village of Summit
Loepfe Updated CSM Approval
SEH No. 176551 Task 61

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

Dear Ms. Barrows:

We have reviewed the updated Certified Survey Map for William Loepfe and prepared by Matthew O'Rourke of LandTech Surveying. The submitted CSM has addressed our previous comments.

The CSM reviewed, and recommended for approval, is dated 11/21/2025.

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

Sincerely,

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

btp

x:\pt\summ\176551\task 61 - loepfe csm\corr\review letters\loepfe csm review letter_village of summit_2025-11-24 approval.docx

Engineers | Architects | Planners | Scientists

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

262.646.6855 | 888.908.8166 fax | sehinc.com

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

From: [Jason Mayer](#)
To: [Amy Barrows](#)
Subject: RE: CSM Question
Date: Wednesday, November 26, 2025 8:46:46 AM
Attachments: [image002.png](#)

Amy,

The owner of the adjacent lot can apply for a driveway permit if needed. The driveway would need to meet our sight distance standards.

Happy Thanksgiving to you and your family.



Jason Mayer, PLS

Senior Engineering Technician
Dept. of Public Works, Engineering
515 W. Moreland Blvd. AC220
Waukesha, WI 53188
Phone: 262.548.7749
www.waukeshacounty.gov

From: Amy Barrows <planner@villageofsummitwi.gov>
Sent: Thursday, November 20, 2025 12:46 PM
To: Jason Mayer <JMayer@waukeshacounty.gov>
Subject: CSM Question



SECURITY REMINDER: External Source: This message is from an external source. Verify its legitimacy, and report suspicious messages using the Phish Alert button.

Why Risk it? Don't Click it!

Jason,

The Loepfe's are proposing to split 2 lots into 3 lots. The Village doesn't allow a lot not abutting a public road. They intend on using existing shared driveways with easements, so they will not be creating new access points from Valley Road. However, can you let me know if the owner of Lot 1 CSM 2961 (not part of the proposed CSM but you can see the driveway that leads to it) would be able to have another access point on their own lot if needed.

Thanks,
Amy

**AMY BARROWS***Village Planner**She/Her*

☎ 262.567.2757

🖨 262.567.4115

✉ planner@villageofsummitwi.gov

📍 37100 Delafield Rd

Summit WI 53066

🌐 villageofsummitwi.gov

Office hours: Monday, Tuesday, and Thursday 12:00 pm -3:00 pm

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Notice: Waukesha County is subject to Wisconsin's Public records law.

WAUKESHA CO. CERTIFIED SURVEY MAP NO. _____

UNPLATTED LANDS BEING A PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 13, T7N., R17E.,
VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.

NORTH 1/4 CORNER
SECTION 13-7-17
CONC. MON. W/ SEWRPC
BRASS CAP FND.

LOT 2
CSM 11656

LOT 1
CSM 2961

NORTH LINE OF THE NE 1/4 OF SEC 13-7-17

N 88°30'22" W 2628.53'
2384.53'

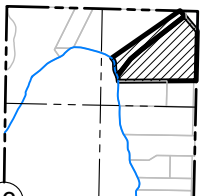
20' WIDE
INGRESS/EGRESS
EASEMENT
BY SEPARATE
DOCUMENT

C.T.H. "B"
VALLEY RD.

MISSION RD.

NE CORNER
SECTION 13-7-17
CONC. MON. W/
SEWRPC BRASS
CAP FND.

VICINITY MAP



NE 1/4 SEC. 13-7-17
1"=2640'

APPROXIMATE
WETLANDS PER
WAUKESHA
COUNTY GIS

UNPLATTED LANDS
CAROLA KAPPUS LOEPFE TRUST

25' WIDE WETLAND
BUILDING SETBACK

FLOODPLAIN
PER FEMA
ELEV 872.7

MEANDER LINE
N 14°42'32" W
167.99'
SHORE 163.5'
UPPER
NEMAHBIN
LAKE

MEANDER LINE
N 14°42'32" W
182.23'
SHORE 175.0'

APPROX. O.H.W.M.
ELEV: 870.9
PER LT FIELD
SURVEY 05/06/25

EXISTING DISTURBANCE
AREA PER LT FIELD
SURVEY DATED
11/3/2025

PARCEL 1
CSM 6869

PRIMARY ENVIRONMENTAL
CORRIDOR PER WAUKESHA
COUNTY GIS

BEARINGS BASED ON GRID NORTH OF
THE WISCONSIN COUNTY COORDINATE
SYSTEM, WAUKESHA COUNTY ZONE (NAD
83 WISCORS 2011) AND REFERENCED TO
THE EAST LINE OF THE NE 1/4 OF SEC.
13-7-17 MEASURED AS S 01°15'50" W

LOT 1
TO MEANDER
285,842 S.F.
6.562 ACRES
TO O.H.W.M.
289,244 S.F.
6.640 ACRES

LOT 2
TO MEANDER
274,522 S.F.
6.302 ACRES
TO O.H.W.M.
278,731 S.F.
6.399 ACRES

LOT 3
174,453 S.F.
4.005 ACRES

DEDICATED TO THE PUBLIC
FOR ROADWAY PURPOSES
34,384 S.F. OR 0.789 ACRES

DECOMMISSIONED
SPORT COURT

PARCEL 2
CSM 6869

EAST 1/4 CORNER
SECTION 13-7-17
CONC. MON. W/ SEWRPC
BRASS CAP FND.

EAST LINE OF THE NE 1/4 OF SEC 13-7-17 N. MILL ROAD

LEGEND

- | | | |
|-----------------------------|---|----------------------|
| SECTION CORNER MONUMENT | H | EXISTING HOUSE |
| FOUND 1" IRON PIPE OR NOTED | G | EXISTING GARAGE |
| SET 0.75" O.D. X 18" REBAR | B | EXISTING BARN |
| WEIGHING 1.502 LBS/FT. | O | EXISTING OUTBUILDING |
| SEPTIC VENT | R | REMNANT BUILDING |
| SEPTIC CLEANOUT | | P.E.C. |
| RECORD DIMENSION | | FLOODPLAIN |
| DRIVEWAY LOCATION | | WETLANDS |

- | | | |
|--|--|--|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |



0' 200' 400'
1 INCH = 200 FEET



- SEE SHEET 2 FOR EASEMENT
DETAILS

PREPARED FOR:
CAROLA KAPPUS LOEPFE TRUST C-U
THE ELIZABETH J BOSTROM LIVING TRUST
(WILLIAM LOEPFE)
2937 N MILL RD.
OCONOMOWOC, WI 53066



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

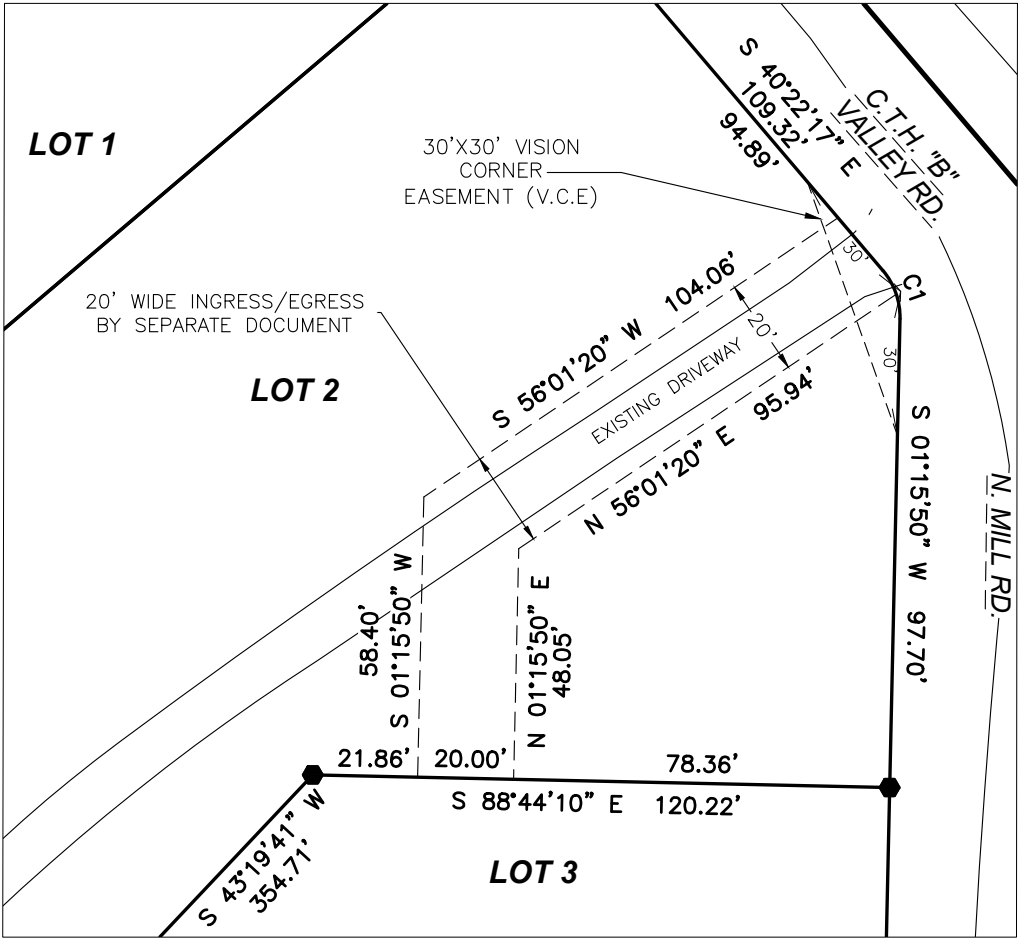
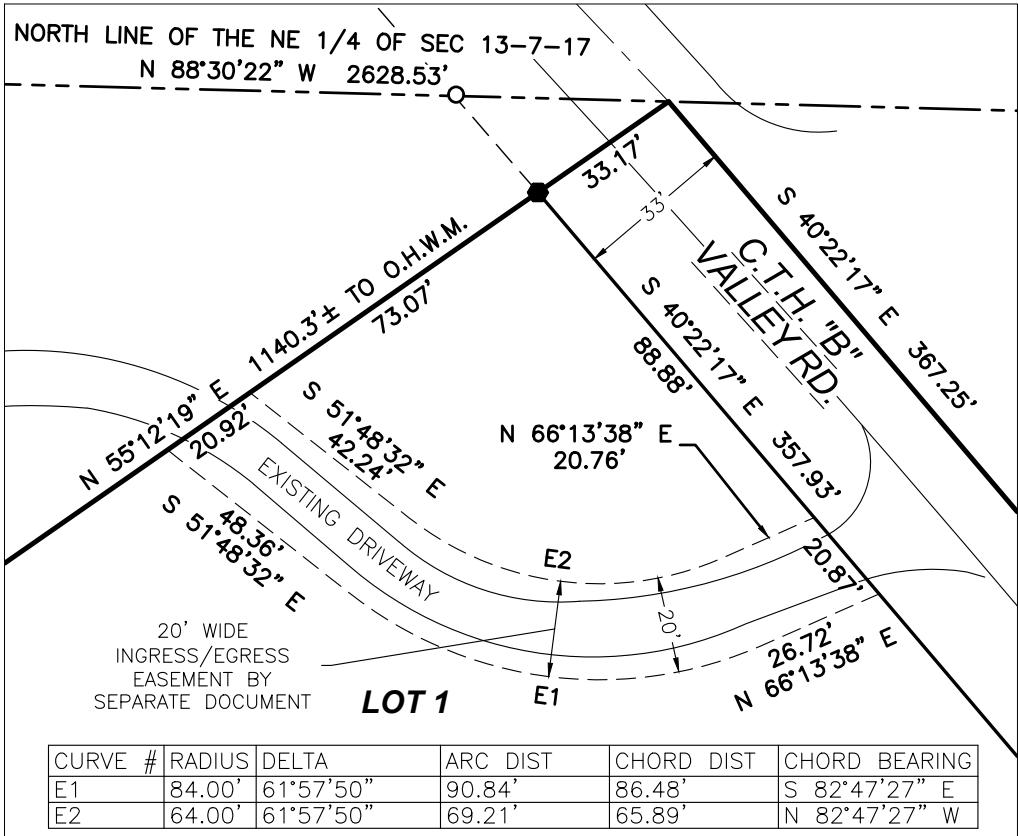
REV 12/05/2025
REV 11/21/2025
REV 11/07/2025
REV 10/30/2025
DATED 09/15/2025
JOB# 25134
SHEET 1 OF 5

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

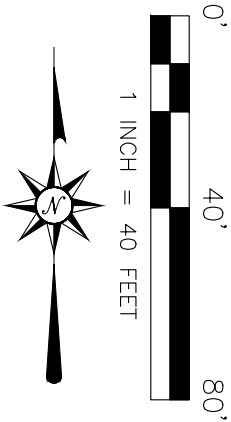
WAUKESHA CO. CERTIFIED SURVEY MAP NO. _____

UNPLATTED LANDS BEING A PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 13, T7N., R17E.,
VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.

EASEMENT DETAIL



CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	15.00'	41°38'06"	10.90'	10.66'	S 19°33'14" E	S 01°15'50" W	S 40°22'17" E



REV 12/05/2025
REV 11/21/2025
REV 11/07/2025
REV 10/30/2025
DATED 09/15/2025
JOB# 25134
SHEET 2 OF 5

WAUKESHA CO. CERTIFIED SURVEY MAP NO. _____
UNPLATTED LANDS BEING A PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 13, T7N., R17E.,
VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

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

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A DIVISION OF UNPLATTED LAND BEING A PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 13, TOWN 7 NORTH, RANGE 17 EAST; THENCE S 01°15’50” W, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 13, 273.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 01°15’50” W, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 13, 685.05 FEET TO THE EXTENSION OF THE NORTH LINE OF CSM 6869; THENCE S 89°41’22” W, ALONG THE NORTH LINE OF CSM 6869, 1042.78 FEET TO THE BEGINNING OF A MEANDER LINE OF UPPER NEMAHBIN LAKE, SAID POINT LYING N 89°41’22” E, 26.0 FEET MORE OR LESS FROM THE ORDINARY HIGH WATER MARK OF UPPER NEMAHBIN LAKE; THENCE N 14°42’32” W, ALONG SAID MEANDER LINE, 207.31 FEET; THENCE N 14°42’32” W, ALONG SAID MEANDER LINE, 142.91 FEET TO THE END OF THE MEANDER LINE SAID POINT LYING N 55°12’19” E, 33.4 FEET MORE OR LESS FROM THE ORDINARY HIGH WATER MARK OF UPPER NEMAHBIN LAKE; THENCE N 55°12’19” E, 1106.81 FEET TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 13 AND THE CENTERLINE OF VALLEY ROAD ALSO KNOWN AS C.T.H. ”B”; THENCE S 40°22’17” E, ALONG THE CENTERLINE OF VALLEY ROAD ALSO KNOWN AS C.T.H. ”B”, 367.25 FEET; TO THE POINT OF BEGINNING.

DESCRIBED LANDS HAVING AN AREA OF 364,669 SQUARE FEET OR 17.833 ACRES INCLUDING THE LANDS LYING BETWEEN THE MEANDER LINE AND THE ORDINARY HIGHWATER MARK OF UPPER NEMAHBIN LAKE.

THAT I HAVE MADE SAID SURVEY BY THE DIRECTION OF THE CAROLA KAPPUS LOEPFE TRUST C–U THE ELIZABETH J BOSTROM LIVING TRUST OWNER OF SAID LANDS.

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

THAT I HAVE FULLY COMPLIED WITH PROVISIONS OF S. 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION CONTROL ORDINANCE OF VILLAGE OF SUMMIT IN SURVEYING, DIVIDING AND MAPPING THE SAME.

DATED THIS _____ DAY OF _____, 20_____.

MATTHEW T. O’ROURKE, S–2771

WAUKESHA CO. CERTIFIED SURVEY MAP NO. _____

UNPLATTED LANDS BEING A PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 13, T7N., R17E.,
VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.

NOTES:

- FLOODPLAIN IS PER FEMA FIRM MAP NO. 55133C0158H, MAP REVISED NOVEMBER 5, 2014. ELEV: 872.7.
- 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.
- THE ENTIRE PARCEL IS WITHIN THE VILLAGE OF SUMMIT SHORELAND JURISDICTION.
- LOT 1 CONTAINS WETLANDS PER WAUKESHA COUNTY GIS. THE VILLAGE OF SUMMIT MAY REQUIRE A DELINEATION OF THE WETLAND AREA FOR BUILDING PERMIT PURPOSES.
- THE ORDINARY HIGH WATER MARK IS BASED ON LANDTECH SURVEYING LOCATION AND IS SHOWN FOR REFERENCE PURPOSES ONLY.

VISION CORNER EASEMENT RESTRICTIONS (V.C.E.):

THE HEIGHT OF ALL PLANTINGS, BERMS, FENCES, SIGNS OR OTHER STRUCTURES WITHIN THE VISION CORNER EASEMENT IS LIMITED TO 24 INCHES ABOVE THE ELEVATION OF THE CENTER OF THE INTERSECTION. THE OWNER OF THE LOT IN WHICH THE EASEMENT IS LOCATED SHALL BE RESPONSIBLE FOR THE MAINTENANCE. NO VEHICULAR ACCESS IS PERMITTED OVER THE VISION CORNER EASEMENT.

WETLAND/ ENVIRONMENTAL CORRIDOR/ FLOODPLAIN RESTRICTIONS

THOSE AREAS OF LAND IDENTIFIED AS WETLANDS, ENVIRONMENTAL CORRIDOR AND/OR FLOODPLAIN ON THIS CERTIFIED SURVEY MAP AND SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

- GRADING AND FILLING ARE PROHIBITED. THE REMOVAL OF TOPSOIL OR OTHER EARTHEN MATERIALS IS PROHIBITED EXCEPT AS PROVIDED IN #7.
- THE REMOVAL OR DESTRUCTION OF ANY VEGETATIVE COVER, I.E., TREES, SHRUBS, GRASSES, ETC., IS PROHIBITED, WITH THE EXCEPTION THAT DEAD, DISEASED, OR DYING VEGETATION AND INVASIVE SPECIES MAY BE REMOVED AT THE DISCRETION OF THE LANDOWNER AND WITH APPROVAL FROM THE VILLAGE OF SUMMIT. SILVICULTURAL THINNING, UPON THE RECOMMENDATION OF A FORESTER OR NATURALIST AND WITH APPROVAL FROM THE VILLAGE OF SUMMIT, SHALL ALSO BE PERMITTED, EXCEPT AS PROVIDED IN #7.
- GRAZING BY DOMESTICATED ANIMALS, I.E., HORSES, COWS, ETC., SHALL BE DISCOURAGED TO THE GREATEST EXTENT POSSIBLE.
- THE INTRODUCTION OF PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT OF THE WETLAND, FLOODPLAIN AND/OR ENVIRONMENTAL CORRIDOR IS PROHIBITED, EXCEPT AS PROVIDED IN #7.
- PONDS MAY BE PERMITTED SUBJECT TO THE APPROVAL OF THE VILLAGE OF SUMMIT AND, IF APPLICABLE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
- THE CONSTRUCTION OF BUILDINGS WITHIN THE WETLAND IS PROHIBITED.
- ON LOTS 1 AND 3, EXISTING AND PROPOSED BUILDINGS, HARD SURFACES AND ALL OTHER LAND DISTURBANCE IS LIMITED TO 15%, OR 32,670 SQUARE FEET, OF THE LOT AREA, WHICH EVER IS GREATER. ON LOT 2, EXISTING AND PROPOSED BUILDINGS, HARD SURFACES, AND ALL OTHER LAND DISTURBANCE IS LIMITED TO THE AREA LOCATED OUTSIDE OF THE PRIMARY ENVIRONMENTAL CORRIDOR AS ILLUSTRATED ON THIS CSM AND WITHIN THE "EXISTING DISTURBANCE AREA". BUILDING IN THE "EXISTING DISTURBANCE AREA" IS LIMITED TO THE CONSTRUCTION OF A BOATHOUSE ONLY.

OWNER'S CERTIFICATE:

AS OWNERS WE THE CAROLA KAPPUS LOEPFE TRUST C–U THE ELIZABETH J BOSTROM LIVING TRUST HEREBY CERTIFY THAT WE CAUSED SAID LANDS TO BE SURVEYED, DIVIDED, DEDICATED AND MAPPED AS SHOWN ON THIS MAP. WE ALSO CERTIFY THAT THIS CSM IS REQUIRED TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL:
VILLAGE OF SUMMIT.

WITNESS THE HAND AND SEAL OF SAID OWNERS: THIS _____ DAY OF _____, 20_____.

WILLIAM LOEPFE – MEMBER

STATE OF WISCONSIN)SS
COUNTY OF _____)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20_____, THE ABOVE NAMED CAROLA KAPPUS LOEPFE TRUST C–U THE ELIZABETH J BOSTROM LIVING TRUST, TO ME KNOWN TO BE THE SAME PERSON(S) WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY SIGNATURE _____

PRINT NAME _____

MY COMMISSION EXPIRES _____

REV 12/05/2025
REV 11/21/2025
REV 11/07/2025
REV 10/30/2025
DATED 09/15/2025
JOB# 25134
SHEET 4 OF 5

WAUKESHA CO. CERTIFIED SURVEY MAP NO. _____
UNPLATTED LANDS BEING A PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 13, T7N., R17E.,
VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.

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



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

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

MEMORANDUM

To: Village Board

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

Date: December 4, 2025

Re: Discussion and Action on Purchase and Use of Fuel for Heating Cemetery Maintenance Building

PURPOSE:

To revisit the use of #2 heating oil to heat the maintenance building at the Summit Cemetery and to receive direction from the Board regarding a change in current heating practices.

BACKGROUND:

At the April 13, 2023 Village Board meeting, staff were directed to winterize the maintenance building for the 2023 – 2024 winter season and not heat the building over the winter. In the past, the heat had been kept between 40 and 50 degrees to keep the water system from freezing and to help with starting the mini-excavator that was stored in the garage area of the building in the winter months. Heating oil was purchased twice per year, on average. Funding for fuel oil comes from the Village general funds. In 2022, the Village spent a total of \$1,284 on heating oil. The most recent purchase in February 2023 cost the Village approximately \$771. The building was built circa the 50's and has single-pane windows that do not retain heat well.

During the 2024 – 2025 winter season, the building was winterized again and heat was not utilized. However, staff discovered that the valves and toilet lines in the restrooms had cracked and required replacement in the spring of 2025. This damage was likely due to residual condensation in the water system after the building was winterized. Staff are concerned that the pressure tank in the building will be damaged due to extended cold temperatures, which would be a costly repair.

Staff brought this issue to the attention of the Cemetery Board at the May 8, 2025 regular meeting. Staff advised the Board that there have also been patrons at the cemetery who have inquired whether the bathrooms are open for use during the winter. The Board was concerned about not having restroom facilities available for use during burials, particularly for elderly people in attendance. The Cemetery Board directed staff to bring this issue before the Village Board for discussion and action in support of heating the building throughout the winter months with the following recommendations:

- Maintain the heat at the minimum temperature to ensure pipes would not freeze (e.g., 45 degrees).
- Install 1" Styrofoam or another material in the windows to help insulate the building, and block off the access to the garage area.

Note that staff intend to store the mini-excavator at the DPW Building at Village Hall once the new tilt-deck trailer is purchased in 2026. It will be trailered to the cemetery when needed for grave preparation.

- Direct staff to turn up the heat in advance of winter burials to allow for use by patrons, after which the heat would be turned back down at the end of the burial.

Note that the doors were replaced on the restrooms and the overhead windows were removed, preventing heat seepage that was an issue in the past. The restrooms get very warm quickly as a result and are much warmer than the remainder of the building.

RECOMMENDATION:

Village staff agree with the Cemetery Board's recommendation to heat the building in the winter, provided additional insulation is completed on the building windows and the vent/opening to the garage storage area is blocked off. It is also recommended that staff turn up the heat during burials to allow bathroom use by patrons.

ATTACHMENTS:

None.

FISCAL IMPACT:

Historically, \$750 has been included in the cemetery operating budget (Village general funds) for heating oil. The amount of fuel that is required is dependent upon the weather.

RECOMMENDED MOTION:

Motion to direct staff to heat the cemetery maintenance building at a minimum temperature during the winter months to ensure the water system does not freeze, to implement the insulation recommendations proposed, and to turn up the heat during scheduled burials to allow bathroom use by cemetery patrons.



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MEMORANDUM

To: Village Board

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

Date: September 5, 2025

Re: Discussion and Action on Designation of Delafield Rd as a Truck Route

PURPOSE:

To determine if the Village Board had interest in designating Delafield Rd as a truck route.

BACKGROUND:

At a recent Village Board meeting, a Trustee Lee inquired about finding ways to ease the excessive truck traffic and congestion on CTH B (Valley Rd). Designation of Delafield Rd as a truck route was mentioned as a possibility, as the Battle Creek Bridge was replaced in 2024 and the road reconstructed in 2025.

During the design phase of the project, Trustee Arenz inquired whether the design of the roadway would handle heavy truck traffic as a result of I-94 closures that deviate interstate traffic at the Willow Glen Rd exit in Jefferson County to the west. The road was designed with 2.5 inches of binder and 1.5 inches of surface asphalt, for a total of 4 inches of asphalt depth. When the Delafield Rd bridge was under design for reconstruction, staff discussed the composition of the roadway with the bridge design engineer (Strand Associates) and SEH. Specifically, there was discussion on whether to increase the asphalt depth to a total of 5 inches. At that time, it was assumed that this road would not be a future truck route. It was determined that 4 inches would be sufficient for the traffic through this roadway (including intermittent heavy truck traffic from alternate route use) since the concrete roadway would be rubblized to establish a structurally sound base. Adding another 1 to 2" of surface asphalt would have increased the cost of the reconstruction project significantly, and the amount of traffic anticipated did not warrant this additional work.

If the road were designated as a truck route, it is likely that truck traffic will increase to some degree. SEH was asked about the capability of the pavement as constructed to withstand increased truck traffic. Their response was that the rubblized concrete adds a lot to the structural component to the new road base. Their design analysis indicated that the structural component allows for some increased truck traffic on the reconstructed roadway. The question that needs to be considered is: *How much additional traffic?* SEH could rerun their analysis to determine the threshold. It is difficult to come up with an accurate truck traffic count, but some assumptions on truck traffic could be made based on a quick 10- to 15-minute visual

count of the highway. It is safe to assume that most truck traffic travelling east bound would utilize STH 67 from I-94 or USH 18, as is current practice. The highest amount of increased truck traffic would occur during I-94 closures/backups or when Delafield Rd is utilized as an alternate route due to a county highway closure/detour.

Staff did a brief review the Town of Concord's ordinance language to determine if there are any restrictions on truck traffic on their segment of Delafield Rd to the west of the Village, as it would not make sense to have a truck route dead end at the edge of the Village. There was no reference to any truck routes or restriction of truck or heavy vehicle traffic found. Staff can reach out to Town officials to confirm if the Village determines that more investigation is desired.

RECOMMENDATION:

Village staff is looking for direction from the Village Board. Specifically, does the Board believe that staff should investigate the designation of Delafield Rd as a truck route? If this is the case, staff can look into this further and work on creating a draft ordinance for consideration at a future meeting.

ATTACHMENTS: N/A

FISCAL IMPACT: Fees related to Attorney review of ordinance language. Long-term impacts may include more wear and tear on the roadway due to increased heavy truck traffic.

RECOMMENDED MOTION: *If further investigation of designating Delafield Rd as a truck route is desired by the Village Board:*

Motion to direct staff to investigate the designation of Delafield Rd between CTH BB and the Concord/Summit municipal boundary as a truck route and to draft an ordinance update for consideration at a future meeting.

If there is no support for designating Delafield Rd as a truck route, no motion is required.



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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 Potential Off-Road Bike Facilities on STH 67 between Aurora Drive and Normandale Drive

PURPOSE:

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

BACKGROUND:

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

This project includes the following scope of work:

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

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

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

11/5/2025 Update:

At the October Village Board meeting, staff were directed to gather more information regarding the proposed trail location (e.g., east or west side of STH 67). If the path location were on the west side of the highway, staff were also requested to reach out to the City of Oconomowoc to determine if there would be interest in cost-sharing since a portion of the trail would extend through the City.

Staff reached out to WisDOT to determine the intended location of the proposed trail. Prior to receiving a response from WisDOT regarding the trail location, staff reached out to the City to determine whether they would consider assisting with funding of the improvements if they were to extend along the west side of STH 67. They indicated that they would need to determine if their current pedestrian/bike facilities plan included a trail along this corridor. If not, there is a formal process that would need to be followed to add to their plan. The project would need to go through approvals of respective committees and, ultimately, the Common Council. It is highly unlikely that we would be able to get a commitment in time for the final scoping of this project.

WisDOT responded that the off-road facilities were laid out on the east side of STH 67 to mitigate impacts and costs associated with construction. The west side has signing, guardrail, landscaping, ditching/embankment and a drainage basin that would be impacted and would make the trail more expensive and difficult to construct. They also confirmed that there would be an at-grade crossing on STH 67 at Normandale Dr. Standard signing and pavement markings would be paid for by WisDOT.

WisDOT did provide some additional information related to costs for installing enhanced safety features at the crossing location, which would be the responsibility of the Village to fund if desired:

- High Visibility Crosswalk Markings
\$2,000 additional cost to standard pavement markings
- Pedestrian Hybrid Beacon (High-Intensity Activated Crosswalk, HAWK Signal)
\$50,000 - \$70,000 (may be installed at lower cost, but WisDOT is using a conservative estimate)

- Pedestrian Refuge Island (extension of raised median south to Normandale Dr)
If desired, this would exceed the costs of installing pedestrian hybrid beacon since the pavement would need to be widened, ditches regraded, and additional acquisition of right-of-way may be necessary.

RECOMMENDATION:

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

Final scoping of the project is close to completion, and WisDOT would like the Village Board's decision at this time to continue forward progress with the project. Note that the agreement for the path would include costs for design, real estate, and construction. If the Village opted not to move forward with the project at a later date, the Village would still be responsible for design costs incurred up to that point. Those costs would depend on how far into the process the Village opted not to move forward. If it was after the Design Study Report has been completed, there would also likely be some costs incurred for redesigning the roadway without the path. If a reverse decision were made late enough in the process that it impacts WisDOT's ability to let the project on schedule, there may be other costs that the Village would be responsible for.

ATTACHMENTS:

Project Map: WisDOT STH 67 Improvements

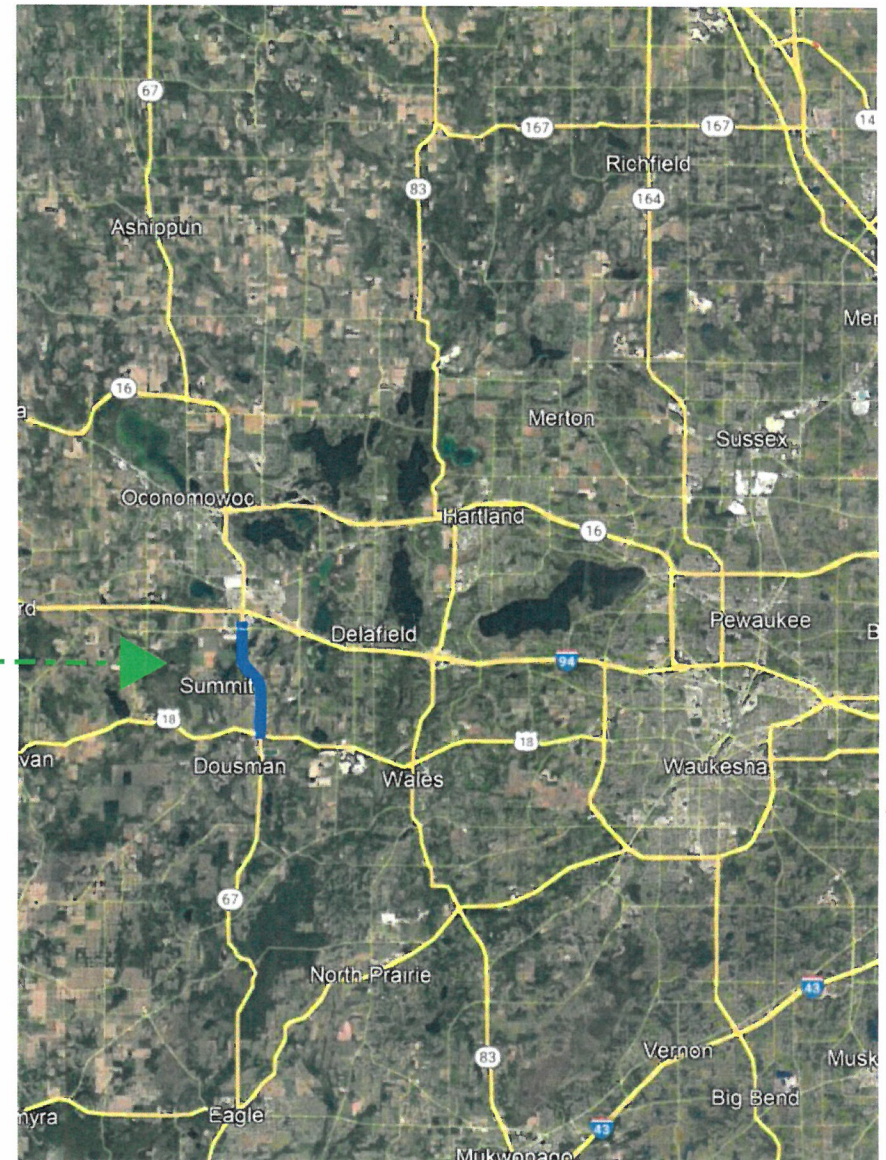
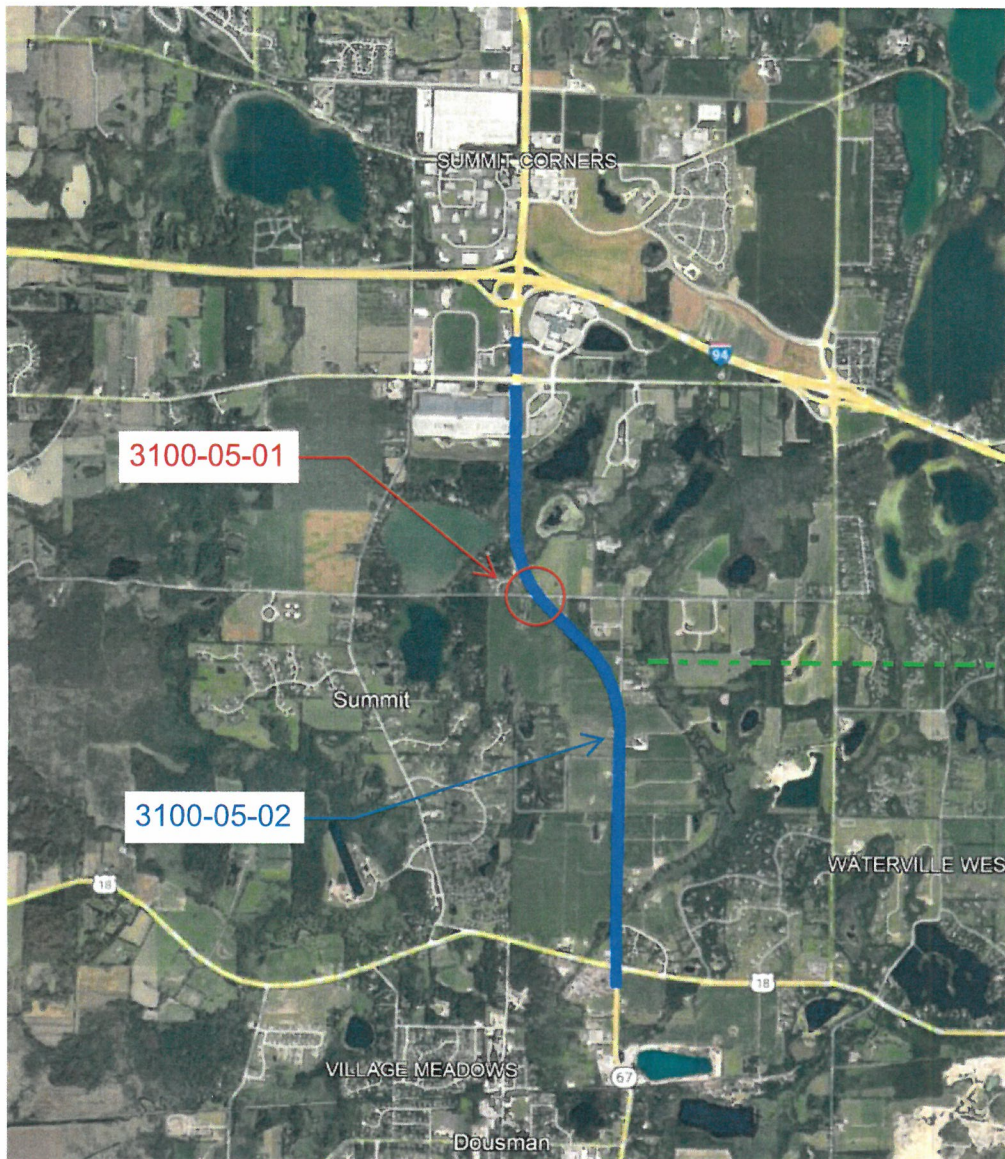
Email correspondence from WisDOT (dated July 17 – November 5, 2025)

FISCAL IMPACT:

If the Village Board supports funding of off-road, shared use trail facilities, a funding source or sources will need to be identified. Staff may look into grant opportunities for partial funding, but it is recommended that the Village Board identify funds assuming that grant funding is not secured.

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

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



Kamron Nash

From: DeGrado, Alena - DOT <alena.degrado@wisconsin.gov>
Sent: Wednesday, November 5, 2025 2:54 PM
To: Murphy, Ryan - DOT; Kamron Nash
Cc: Sanford, Kait - DOT
Subject: RE: ID 3100-05-02 & ID 3100-05-01 | STH 67 from 0.1 MI S of USH 18 to Aurora Dr & Intersection of STH 67 & Genesee Lake Rd | Waukesha County

That is my understanding, as well, Ryan.

Thanks,



Alena DeGrado (*she/her/hers*) | Multimodal Planner
Counties: Milwaukee (north of IH 94), Ozaukee, Washington and Waukesha
Division of Transportation System Development
Wisconsin Department of Transportation

wisconsindot.gov



From: Murphy, Ryan - DOT <ryan.murphy@wisconsin.gov>
Sent: Wednesday, November 5, 2025 2:16 PM
To: Kamron Nash <pwdirector@villageofsummitwi.gov>
Cc: Sanford, Kait - DOT <kait.sanford@wisconsin.gov>; DeGrado, Alena - DOT <alena.degrado@wisconsin.gov>
Subject: RE: ID 3100-05-02 & ID 3100-05-01 | STH 67 from 0.1 MI S of USH 18 to Aurora Dr & Intersection of STH 67 & Genesee Lake Rd | Waukesha County

Kamron

I believe that WisDOT would pay for standard crossing elements (standard crosswalk markings, signs) if the path and crossing were constructed. Alena, feel free to correct me if my interpretation of your original feedback is incorrect. Thanks!

Ryan Murphy, P.E.

Final Scoping Project Manager

Wisconsin Department of Transportation

From: Kamron Nash <pwdirector@villageofsummitwi.gov>
Sent: Wednesday, November 5, 2025 2:07 PM
To: Murphy, Ryan - DOT <ryan.murphy@wisconsin.gov>
Cc: Sanford, Kait - DOT <kait.sanford@wisconsin.gov>; DeGrado, Alena - DOT <alena.degrado@wisconsin.gov>
Subject: RE: ID 3100-05-02 & ID 3100-05-01 | STH 67 from 0.1 MI S of USH 18 to Aurora Dr & Intersection of STH 67 & Genesee Lake Rd | Waukesha County

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Thanks, Ryan.

That is very helpful. Do you happen to have an estimate for the signing/yield line marking across STH 67 since they are not included in the initial estimate? At a minimum, we would want to see this installed as part of the project if the path were constructed if enhanced crossing improvements are not implemented.

Thanks for your patience and for taking the time to answer my questions.

Kamron

From: Murphy, Ryan - DOT

Sent: Wednesday, November 5, 2025 1:58 PM

To: Kamron Nash <pwdirector@villageofsummitwi.gov>

Cc: Sanford, Kait - DOT <_____.DeGrado, Alena - DOT <[v](#)>

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

Kamron

Responses are as follows:

Are costs for the signage and yield line (or any of the base crosswalk features) included in the initial \$116,000 project cost to the Village?

Same question as above – are these costs included in the initial estimate?

The response is the same for both of these questions. We did not include signing/yield line marking in the initial estimated cost.

If you could provide approximate costs for the enhanced crossing improvements, I would appreciate it.

- We've found a pretty wide range of costs for a pedestrian hybrid beacon (HAWK signal). General costs we've found range from \$50,00 - \$75,000; although some data shows \$20,000 at the low end.
- High visibility crosswalk markings at Normandale Drive would add approximately \$2,000 to our original estimate.
- We have not laid out or put together an estimate for extending the raised median south to Normandale Drive. These costs would likely exceed the costs for the pedestrian hybrid beacon as we would need to widen the pavement, regrade ditches, and possibly acquire right of way to accommodate the widened median.

If the Village were to agree to fund these facilities and enter into an agreement with WisDOT to implement, what would be the consequence of the Village elected body changing their mind in the future and opting not to move forward before construction begins (e.g., would the Village be obligated to reimburse any incurred design costs)? As I'm sure you're aware, there is always the possibility that local elected bodies change members and priorities, or that funding that was initially designated for a project is reallocated elsewhere due to unforeseen circumstances. I certainly hope that this would not occur, but I would like to be prepared in the event that the question is asked.

The agreement for the path would include costs for design, real estate, and construction. If the Village opted not to move forward at a later date, you would still be responsible for design costs incurred up to that point. Those costs would depend on how far into the process you opted not to move forward. If it was after DSR, there would also likely be some costs incurred for redesigning the roadway without the path. There would also be concerns if your decision to not pursue the path is late enough in the process that it impacts WisDOT's ability to let the project on schedule.

Please let me know if you have any additional questions or would like to set up a time to discuss any of these issues.

Thanks!

Ryan Murphy, P.E.

Final Scoping Project Manager

Wisconsin Department of Transportation

From: Kamron Nash <pwdirector@villageofsummitwi.gov>

Sent: Tuesday, November 4, 2025 4:37 PM

To: Murphy, Ryan - DOT <ryan.murphy@wisconsin.gov>

Cc: Sanford, Kait - DOT <kait.sanford@wisconsin.gov>; DeGrado, Alena - DOT <alena.degrado@wisconsin.gov>

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

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Hi, Ryan.

Thank you for the info. Please see my response below in **BLUE** with a few follow up questions.

Thank you!

Kamron

From: Murphy, Ryan - DOT <ryan.murphy@wisconsin.gov>

Sent: Thursday, October 23, 2025 1:51 PM

To: Kamron Nash <pwdirector@villageofsummitwi.gov>

Cc: Sanford, Kait - DOT <kait.sanford@wisconsin.gov>; DeGrado, Alena - DOT <alena.degrado@wisconsin.gov>

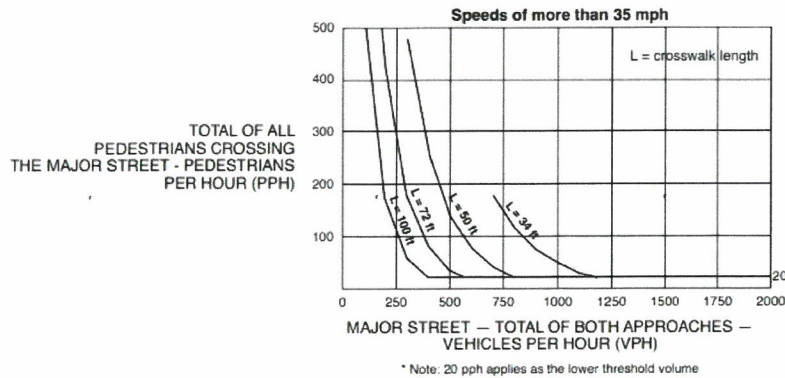
Subject: RE: ID 3100-05-02 & ID 3100-05-01 | STH 67 from 0.1 MI S of USH 18 to Aurora Dr & Intersection of STH 67 & Genesee Lake Rd | Waukesha County

Kamron

Sorry for the delay in getting back to you on this. It would likely be a standard crosswalk. Following is some feedback we got from our multi-modal unit on this issue:

Unfortunately, rectangular rapid flashing beacons are not effective on roads with speeds over 40mph. Pedestrian Hybrid Beacons are most effective on roads with three or more lanes and AADTs over 9k, which fits the corridor, but MUTCD references an engineering study would be needed, and we'd need to have pedestrian volumes for that. I think if the locals were willing to pay for and maintain the PHB, they could request it at their own cost.

Figure 4J-2. Guidelines for the Installation of Pedestrian Hybrid Beacons on High-Speed Roadways



Unfortunately, a lot of our options for improving crossing safety would likely need to fall on locals to fund since WisDOT usually implements a tiered safety approach, by installing the lowest cost treatment first. Other safety countermeasures that could be explored would be:

- Pedestrian refuge island – *If the trail were to cross on the north side of the Normandale intersection, I wonder about extending the raised median further south to provide refuge? I think this would have to be at local cost, unless the median would be extended for other reasons with the project.*
- Advance ‘yield here to pedestrian’ sign and yield line – *It is my understanding that WisDOT would implement this signage and pavement marking with the project if the crossing is installed. Are costs for the signage and yield line (or any of the base crosswalk features) included in the initial \$116,000 project cost to the Village?*
- High visibility crosswalk markings – *Because these are an ‘upgrade’ from the base of transverse lines, this would have to be local cost (unless safety justified, which we cannot get since the trail doesn’t exist yet).*
- Crossing warning signs – *It is my understanding that WisDOT would implement this signage if the crossing is installed. Same question as above – are these costs included in the initial estimate?*

Please let me know if you’d like approximate costs for any of the crossing enhancements, or if you have any questions. And yes, it will work for us if we get feedback following the November 13 meeting. *If you could provide approximate costs for the enhanced crossing improvements, I would appreciate it.*

If the Village were to agree to fund these facilities and enter into an agreement with WisDOT to implement, what would be the consequence of the Village elected body changing their mind in the future and opting not to move forward before construction begins (e.g., would the Village be obligated to reimburse any incurred design costs)? As I’m sure you’re aware, there is always the possibility that local elected bodies change members and priorities, or that funding that was initially designated for a project is reallocated elsewhere due to unforeseen circumstances. I certainly hope that this would not occur, but I would like to be prepared in the event that the question is asked.

Thanks!

Ryan Murphy, P.E.

Final Scoping Project Manager

Wisconsin Department of Transportation

From: Kamron Nash <pwdirector@villageofsummitwi.gov>

Sent: Wednesday, October 15, 2025 10:46 AM

To: Murphy, Ryan - DOT

Cc: Sanford, Kait - DOT

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

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Thanks for clarifying, Ryan.

Would the crossing have any upgraded safety infrastructure (i.e., flashing signage), or would it be a standard crosswalk with pavement markings?

I intend to follow up with the Village Board at the November 13th meeting. Will this timeline still meet your needs for final scope certification?

Thank you,

Kamron

From: Murphy, Ryan - DOT

Sent: Wednesday, October 15, 2025 10:14 AM

To: Kamron Nash <pwdirector@villageofsummitwi.gov>

Cc: Sanford, Kait - DOT

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

Kamron

We laid out the off-road facilities on the east side of STH 67 as there were fewer impacts/costs associated with that option. The west side has signing, guardrail, landscaping, ditching/embankment and a drainage basin that would be impacted.

There would likely be an at-grade crossing of STH 67 at Normandale Drive.

Please let me know if you have any other questions or need any additional information.

Thanks!

Ryan Murphy, P.E.

Final Scoping Consultant Project Manager

Wisconsin Department of Transportation

From: Kamron Nash <pwdirector@villageofsummitwi.gov>

Sent: Monday, October 13, 2025 10:08 AM

To: Murphy, Ryan - DOT

Cc: Sanford, Kait - DOT <kait.sanford@dot.wisconsin.gov>

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

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Hi, Ryan.

I am following up on the Village Board meeting from last week. I did discuss this project with the Board, and they did show some interest in pursuing. I do have a couple of follow up questions for you.

1. Would the intent be to extend the off-road facilities located on the east side of STH 67 or on the west side? There is a wider path on the east side that ends at Aurora Dr, but there is also a sidewalk along the west side up to Blue Ribbon Dr. This makes a difference, as the west side is the City of Oconomowoc and the east side is the Village. I had originally imagined the facilities being constructed on the west side, but nearly all of the abutting parcels are in the City until you get just south of the Roundy's property.



- Existing facilities
- Option A - east side of STH 67
- Option B - west side of STH 67

2. If the east side of the road is constructed (Option A), would there be a crossing installed over STH 67 to get to Normandale Dr?

Thank you!

Kamron

From: Murphy, Ryan - DOT <[\[redacted\]](#)>

Sent: Wednesday, October 8, 2025 2:19 PM

To: Kamron Nash <pwdirector@villageofsummitwi.gov>

Cc: Sanford, Kait - DOT <k.sanford@dot.wis.gov>

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

Kamron

I just wanted to follow up on the issue of potential multi-modal improvements for the subject project on STH 67. Has the Village had any additional discussions about whether or not you want to fund any improvements with the project?

Thanks!

Ryan Murphy, P.E.

Final Scoping Consultant Project Manager
Wisconsin Department of Transportation

From: Murphy, Ryan - DOT

Sent: Tuesday, September 9, 2025 3:06 PM

To: 'Kamron Nash' <pwdirector@villageofsummitwi.gov>

Cc: Sanford, Kait - DOT <k.sanford@dot.wis.gov>

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

Kamron

Just a quick follow up on the grant question. WDNR does have a Recreational Trail Grant program which may be an option for a shared use path between Aurora Drive and Normandale Drive. Contact information for the program can be found here: <https://dnr.wisconsin.gov/sites/default/files/topic/Aid/grants/RTP/RTPStaff.pdf>

Ryan Murphy, P.E.

Final Scoping Consultant Project Manager
Wisconsin Department of Transportation

From: Murphy, Ryan - DOT

Sent: Monday, September 8, 2025 10:08 AM

To: Kamron Nash <pwdirector@villageofsummitwi.gov>

Cc: Sanford, Kait - DOT <k.sanford@dot.wis.gov>; Bernard, Ryan A - DOT <rbernard@dot.wis.gov>; DeGrado, Alena <alena.degrado@dot.wis.gov>

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

Kamron

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

Ryan Murphy, P.E.

Final Scoping Consultant Project Manager

From: Kamron Nash <pwdirector@villageofsummitwi.gov>

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

To: Murphy, Ryan - DOT <

Cc: Sanford, Kait - DOT < >; Bernard, Ryan A - DOT < >; DeGrado, Alena - DOT < >

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

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Hi, Ryan.

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

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

- How soon would you need a response on whether the Village would like to fund the improvements? – **we would like to have a response prior to final scope certification, which is currently scheduled for mid-November of this year. This will trigger WisDOT to develop a State Municipal Financial Agreement that will be submitted to the Village for review and signatures.**
- Does the \$116,000 estimate include construction costs only, or is this an all-inclusive estimate with design and other anticipated costs? – **the cost includes construction, construction oversight, and real estate costs.**
- Would the Village be responsible for completing design and/or construction, or would WisDOT complete and bill the Village accordingly for project costs? I assume that there would be an agreement that needs to be approved by WisDOT and the Village. – **WisDOT would include the design in our project. A State Municipal Financial Agreement between the Village and WisDOT would be needed for the construction and real estate costs. Design costs are covered by WisDOT.**
- Would the Village have the opportunity to try to secure grant funding for these facilities? – **yes, the Village can pursue grant funding for the path. A State Municipal Financial Agreement is an agreement that the Village will cover the costs described within. The Village will not be billed until contractor invoices are submitted during construction.**

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

Thank you!

Kamron E. Nash, P.E.

Public Works Director

Village of Summit

37100 Delafield Road | Summit, WI 53066

262-567-2757 main | pwdirector@villageofsummitwi.gov

<https://villageofsummitwi.gov/>

Pronouns: she/her/hers



From: Murphy, Ryan - DOT

Sent: Monday, September 8, 2025 8:53 AM

To: Kamron Nash <pwdirector@villageofsummitwi.gov>

Cc: Sanford, Kait - DOT <ktsanford@wisconsin.gov>; Bernard, Ryan A - DOT <ryan.bernard@wisconsin.gov>; DeGrado, Alena - DOT <alena.degrado@wisconsin.gov>

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

Kamron

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

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

Thank you!

Ryan Murphy, P.E.

Final Scoping Consultant Project Manager

Wisconsin Department of Transportation

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From: Kamron Nash <pwdirector@villageofsummitwi.gov>

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

To: Murphy, Ryan - DOT <ryan.murphy@wisconsin.gov>; Sanford, Kait - DOT <ktsanford@wisconsin.gov>

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

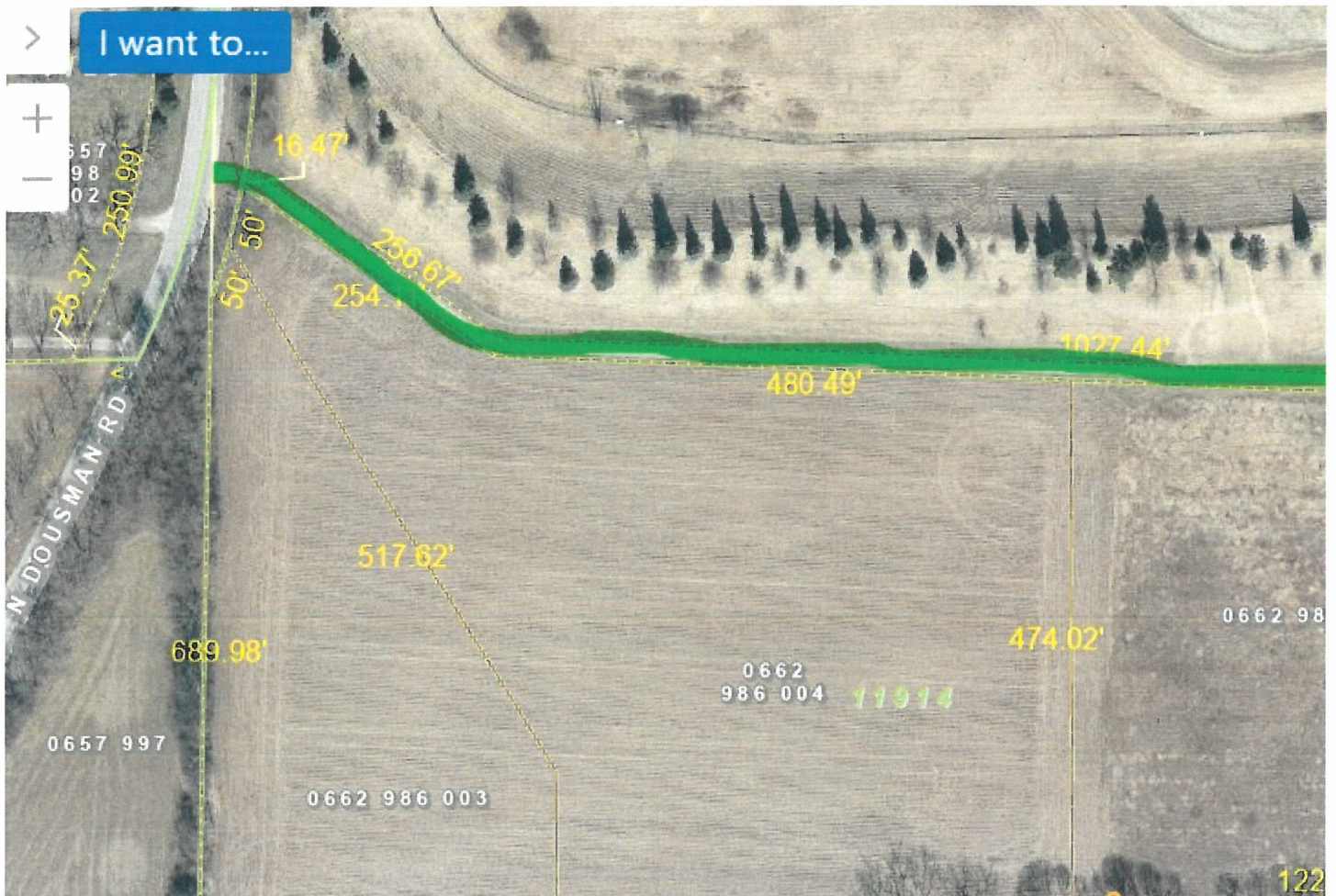
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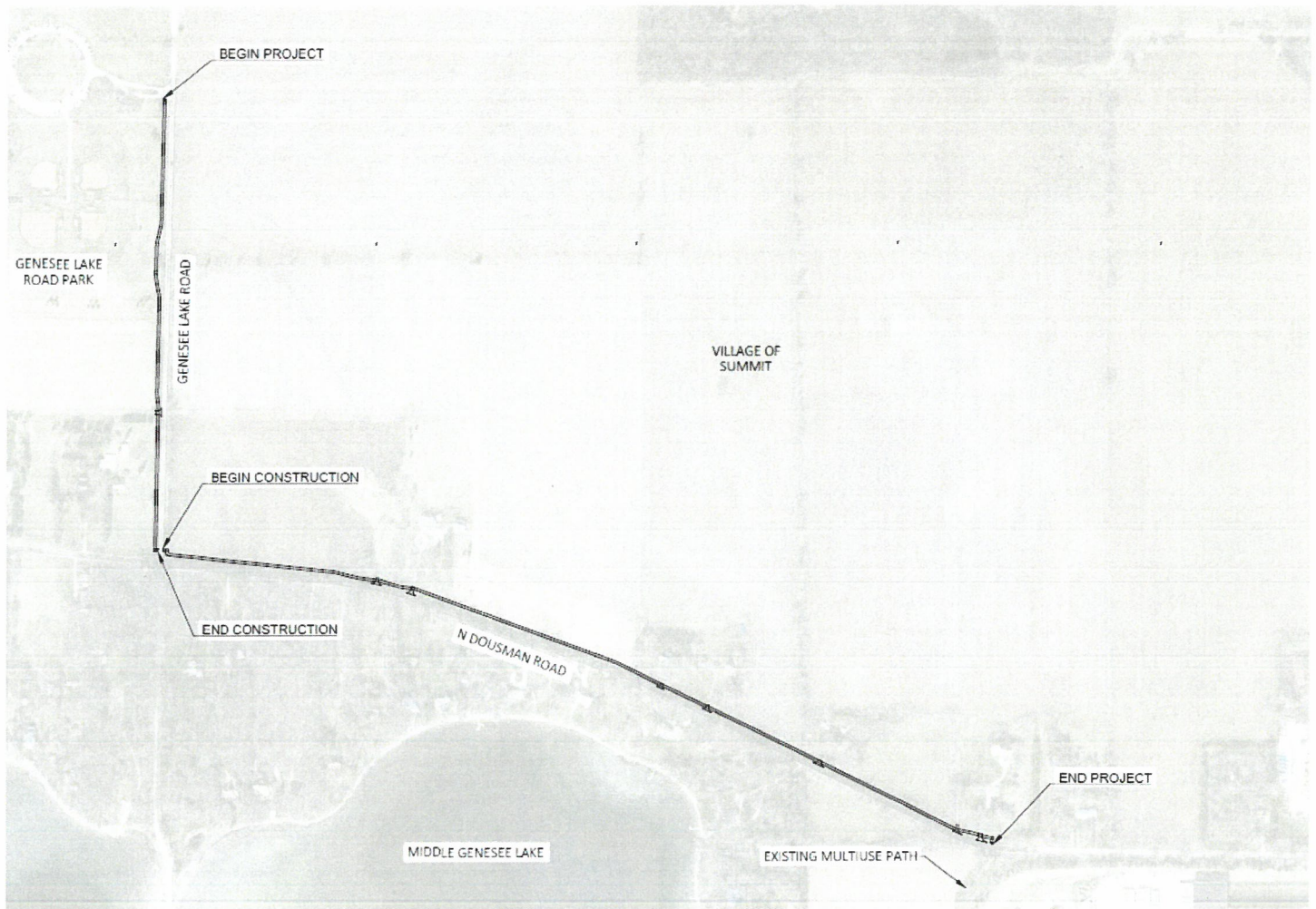
Hi, Ryan and Kait.

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

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



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



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



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

Thank you,

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





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

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MEMORANDUM

To: Village Board

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

Date: December 3, 2025

Re: Discussion and Action on Purchase of Anti-Icing Unit for Snow and Ice Control Operations

PURPOSE:

To request approval from the Village Board to authorize the purchase of an anti-icing unit for use in snow and ice control operations.

BACKGROUND:

As part of the 2026 budget and CIP approval process, \$15,000 of borrowed funds have been included in the 2026 CIP for the purchase of an anti-icing unit for the new Ford F550 plow truck. Staff researched several options that would fit our needs that varied in cost from \$11,350 to \$25,000. Staff have determined that a Contree 510G brine sprayer would be the best option. It is more economical than other brine sprayer units, and it also can be used for other applications (e.g., dust control, plant/tree watering, etc.). The unit is attached to a skid that slides in and out of the F550 truck bed, and the capacity is 500 gallons. The package includes a separate control system for operation, but Contree will work with Force America to determine if the operation can be integrated into the 5100EX controller system that was installed in the truck for chemical application. The quote provided by Contree for a complete unit is \$11,350.

The Village is requesting approval to place an order in December to take possession in early 2026, allowing use of the unit this winter season.

RECOMMENDATION:

Village staff is recommending that the Board approve committing to an order from Contree Sprayer & Equipment Company, LLC for the purchase of a Contree 510G De-Ice Unit and accessories at a cost of \$11,350, as proposed.

ATTACHMENTS: Contree Sprayer & Equipment Company, LLC Quote (dated 11/18/2025)

FISCAL IMPACT: \$11,350 total purchase cost; 2026 Proposed CIP/budget includes \$15,000 of borrowed funds

RECOMMENDED MOTION: Motion to authorize Village staff to place an order for the purchase of a Contree 510G De-Ice Unit and attachments at a cost of \$11,350 in 2026 utilizing borrowed funds.

Store: 1
Contree Sprayer & Equipment Company, LLC
W9898 Jackson Rd.
Beaver Dam, WI 53916
Tel. (920) 356-0121 Fax (920) 356-0228

Sales Order #67903

Ordered: 1/20/2025
Associate: Dave

Bill To: Village of Summit
Village of Summit
37100 Delafield Road
Summit, WI 53066
262-567-2422

Order Status: Open

INSTRUCTIONS: QUOTE TO SCOTT
500G DE ICE UNIT
TANK
FRAME
ELECTRIC REEL
300' X 1/2" HOSE
LAWN GUN
HYDRAULIC PUMP
RAVEN ON/OFF
FLOWMETER
ASTRO 5
REGULATING VALVE
ROADMASTER CONTROLLER
SPRAY BAR
TEEJET DRIPLESS NOZZLE BODIES
QUICK FILL ON TANK
ALL PLUMBING
UNIT TESTED
\$11,350.00

BED SIZE
112" LONG X 83" WIDE

CONNECT TO FORCE 5100EX IF POSSIBLE

Qty	Description 1	Description 2	Bin #	Price	Disc %	Ext Price
1	510G DE ICE UNIT			\$11,350.00		\$11,350.00

Total Qty Ordered: 1 0 1

Percent Unfilled: 100

Contree Sprayer & Equipment Company, LLC
W9898 Jackson Rd.
Beaver Dam, WI 53916
Tel. (920) 356-0121 Fax (920) 356-0228

Ordered: 1/20/2025
Associate: Dave

	Subtotal	\$11,350.00
Exempt	0 % Tax:	+ \$0.00
	TOTAL	\$11,350.00
	Deposit Balance:	\$0.00
	Balance Due	\$11,350.00





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

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MEMORANDUM

To: Village Board

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

Date: December 4, 2025

Re: Discussion and Action on Purchase of Tilt-Deck Trailer

PURPOSE:

To request approval from the Village Board to authorize the purchase of a new tilt-deck trailer for hauling DPW equipment.

BACKGROUND:

DPW staff expressed in early 2025 concerns regarding a trailer that was purchased in 2022 for hauling the mini-excavator and other equipment. The trailer is not appropriately sized/outfitted to accommodate safe loading and unloading of the mini-excavator or the skid loader. Equipment tips at an unsafe angle while loading. The trailer is also not adequately sized for the amount of equipment that DPW staff would like to use for road maintenance activities in the future. Staff have looked at different ramps and other ways to retrofit the trailer, but the best option will be to replace it with a trailer meant for this type of use and loading. The trailer was purchased for \$7,500, and staff believe it could earn \$5,000 or more through auction due to its limited use.

As part of the 2026 budget and CIP approval process, \$10,000 of borrowed funds have been included in the 2026 CIP for the purchase of a tilt-deck trailer to replace the trailer purchased in 2022. Staff believe a 22-foot trailer (17,000 GVWR) with a 14-foot tilt and 8-foot stationary deck would meet the needs of the DPW. Various vendors have been contacted for pricing, and the most economical quote was received by Ganske Trailer Sales in Juneau, WI at a total cost of \$9,225 (including trailer and spare tire).

The Village is requesting approval to place an order in December to take possession in early 2026.

RECOMMENDATION:

Village staff is recommending that the Board approve committing to an order from Ganske Trailer Sales for the purchase of a 2025 Kaufman 17K 22-foot tilt deck and spare tire at a cost of \$9,225, as proposed.

ATTACHMENTS:

Ganske Trailer Sales Quote (dated 12/4/2025)

FISCAL IMPACT: \$9,225 total purchase cost; 2026 Proposed CIP/budget includes \$10,000 of borrowed funds

RECOMMENDED MOTION: Motion to authorize Village staff to place an order for the purchase of a 2025 Kaufman 17K 22-foot tilt-deck trailer and spare tire at a cost of \$9,225 in 2026 utilizing borrowed funds.



BID SHEET

DATE: 12/4/25

NAME: Scott Lilienkamp

ADDRESS: Village of Summit

CITY, STATE, ZIP: _____

PHONE: 414-750-6855



Craig Ganske

W7602 County Rd W

Juneau, WI 53039

WI Resellers Permit No.:

456-0002489156-08

TRAILER INFO

BRAND	YEAR	DESCRIPTION	COST
Kaufman	2025	17K Tilt Deck, 22' (14' tilt, 8' stationary)	8800 ⁰⁰

OPTIONS

Kaufman		Spare		425 ⁰⁰

PRE TAX TOTAL: 9,225⁰⁰

TAX: _____

NOTES

Pickup January 2026

TOTAL COST: _____

DEPOSIT: _____

DATE: _____

METHOD: _____

BALANCE: _____

PICK UP DATE: _____



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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

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MEMORANDUM

To: Village Board

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

Date: December 5, 2025

Re: Discussion and Action on Consideration for Special Permission per Sec. 24-37 of the Village of Summit Code to allow for a Driveway with Concrete Installation within 5 feet of the Street Pavement at 221 S Sunflower Court

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.

At the November 13, 2025 Village Board meeting, the Board took action on the driveway width request, granting special permission for the width to exceed the 24' maximum ordinance requirement.

A second motion was made for the property owner to remove the concrete back a minimum of 5' from the edge of the road, which failed.

Staff were requested to bring the concrete apron special request back to the December 11, 2025 meeting for action, since the Board was unable to come to a resolution on this issue.

BACKGROUND:

Special Permission Approval Process

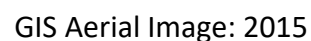
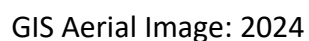
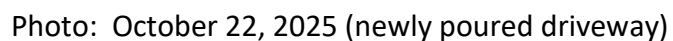
In early April 2024, the Village Board adopted ordinance changes related to private driveways. The ordinance states the following with regard to variances:

"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

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

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 22nd 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.



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 substantial change in use has occurred or is planned in the future. The additional concrete pavement serves as additional vehicle parking and storage. The property owner claims that it was difficult to back into the driveway before it was widened. The road is approximately 43’ away from the residence.

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 already approved a special request for the driveway width, and any motion made should consider the special permission request to maintain the concrete within 5’ of the edge of the roadway.*

If the Village Board grants 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

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>
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!!! Let's 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> 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>

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> 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>

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 accomodate 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> 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

📍 37100 Delafield Rd

Summit WI 53066

🌐 villageofsummitwi.gov

Hours: Monday - Friday 8:00am - 4:00 pm



Village Hall, 262 567-2757
Fax, 262 567-4115
Highway Dept., 262 567-2422
Police Dept., 262 446-5070
Building Inspector, 262 490-4141
www.summitvillage.org

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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*

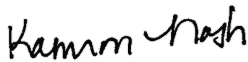
after the scaled drawing or survey with the revised driveway layout has been approved. Any damage that is incurred by Village equipment during snow and ice control operations due to the concrete apron will be the responsibility of the property owner.

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 13th 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.

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.

Respectfully,

A handwritten signature in black ink that reads "Kamron Nash". The signature is written in a cursive, slightly slanted style.

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



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

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

MEMORANDUM

To: Village Board

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

Date: December 5, 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 34710 Bartlett Road

PURPOSE:

The property owners of 34710 Bartlett Rd 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

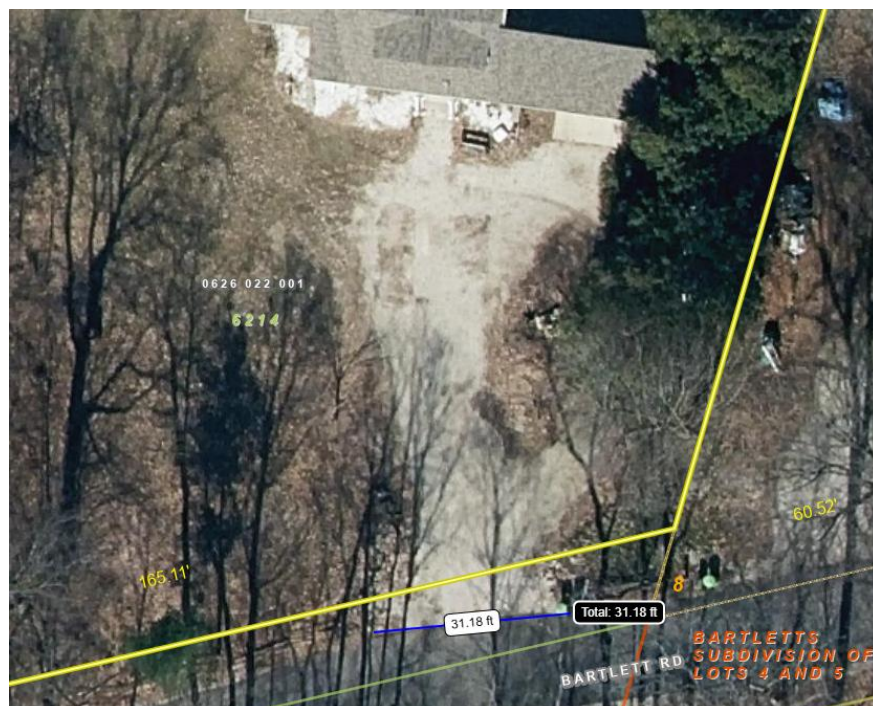
In early April 2024, the Village Board adopted ordinance changes related to private driveways. The ordinance states the following with regard to variances:

“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

The property owner at 34710 Bartlett Rd recently paved over an existing gravel driveway. Prior to paving, the driveway was approximately 31 – 32’ in width, based on GIS measurements. After paving with asphalt, the new driveway is 32’ in width at the edge of the roadway. A recent renovation to the property was completed, but driveway improvements were not included as part of the project.

It is recommended that approval of special permission, if granted by the Village Board, is contingent upon approval of the total impervious surface calculations for the entirety of the parcel. In the event that the impervious surface exceeds what is allowed, the property owner may be required to remove imperious surface.



GIS Aerial Image: 2024 (original drive)



November 19, 2025 Photo (New Pavement)

Special Permit Request

The contractor who performed the paving has performed a significant amount of work in the Village and is aware of the permitting requirements. However, a permit was not obtained by either the property owner or the contractor. The property owner wishes to maintain his driveway width at 32' and is requesting special permission from the Village Board. He has provided supplementary information, which is attached for your reference. Note that he also has expressed concerns about erosion along the south side of his property and believes that the recent paving of Bartlett Rd has contributed to the issue. Staff will investigate and determine if any action is required.

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.

- 34710 Bartlett Rd - The driveway has existed in this approximate footprint since 2005 as a gravel driveway. The newly paved 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.

- 34710 Bartlett Rd - 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 other driveways on this roadway that exceed standard width.

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.

- 34710 Bartlett Rd – N/A. The location and layout has not changed, and there is not a culvert due to the drop off on either side of the roadway in this area.

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.

- 34710 Bartlett Rd – No change in use has occurred or is planned in the future. The new driveway will serve an existing residence and garage and will provide overflow parking for the residence.

ATTACHMENTS: Email Correspondence from Brad Demien RE: ROW Permit & Driveway Violation – 34710 Bartlett Rd, including attachments
(dated November 19 – December 5, 2025)

Violation Notice (dated November 19, 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 34710 Bartlett Rd, it is recommended that the motion for approval is contingent upon completion and approval of an after-the-fact Right-of-Way Permit and permit fee, as well as verification that impervious surface requirements have not been exceeded by the Building Inspector and Planner/Zoning Administrator.

Kamron Nash

From: Kamron Nash
Sent: Friday, December 5, 2025 4:23 PM
To: 'Brad Demien'
Cc: Mike Sindorf; Amy Barrows; Justin Osterloh
Subject: RE: ROW Permit & Driveway Violation - 34710 Bartlett Rd

Good afternoon, Brad.

Thank you for the information. I will include in the summary information that is provided to the Village Board.

We can certainly take a look at the erosion on the south side of your property. When the road was improved, 1.5" of surface material was milled off and replaced with 2.5" of new asphalt. The profile of the roadway was not adjusted and the road was not pitched in any different direction – the elevation was raised by 1". I don't believe that this would contribute to any new, significant drainage or erosion issues that did not already exist. It is difficult to see the extent of the erosion in the photos due to the leaves, but we can schedule a site visit to inspect. The topography in this area shows a low spot on the road that is centered at your driveway location, which is likely part of the issue with the erosion you experienced on your gravel drive before you paved it.



You are welcome to attend the Village Board meeting on December 11th, which will start at 6:30 p.m. Please let me know if you have any questions.

Thank you,

Kamron

From: Brad Demien

Sent: Thursday, December 4, 2025 12:20 PM

To: Kamron Nash <pwdirector@villageofsummitwi.gov>; Justin Osterloh

Cc: Mike Sindorf <bi@villageofsummitwi.gov>; Amy Barrows <planner@villageofsummitwi.gov>

Subject: Re: ROW Permit & Driveway Violation - 34710 Bartlett Rd

Good afternoon-

Please see document attached dealing with the driveway approach. I also wanted to note the road water run-off is causing erosion to the South side of this property since the road has been repaved.

Is there a process I should follow with the village to address resolving this?

The site photos of the erosion are included with this submittal.

From: Kamron Nash <pwdirector@villageofsummitwi.gov>
Sent: Monday, December 1, 2025 11:53:16 AM
To: Brad Demien; Justin Osterloh
Cc: Mike Sindorf <bi@villageofsummitwi.gov>; Amy Barrows <planner@villageofsummitwi.gov>
Subject: RE: ROW Permit & Driveway Violation - 34710 Bartlett Rd

Good morning, Brad.

Thank you for following up. If you would please provide me with a written request for the Village Board to consider special permission for a driveway apron that exceeds the 24' width requirement, I will get this on the agenda for the December 11th meeting. You may reply to this email with your request.

You are welcome to provide any information that you believe would be helpful for the Board to grant the requested special permission. The site plan photos and historical data are helpful, as would be a layout of the driveway with dimensions in relation to your property and your neighbors' properties. In general, the Board is more likely to grant special permission for exceeding driveway width on low-volume roadways, provided that the driveway is not creating a hazard to the travelling public or to Village operations (e.g., snow plowing). I would appreciate it if you could get the supporting information to me no later than Thursday of this week so that I can add to the meeting packet.

For the after-the-fact ROW Permit, we will require a survey or an aerial image of the property that depicts the driveway location and dimensions. This may be submitted by you or your contractor, Black Earth Pavement.

Please let me know if you have any questions.

Thank you,

Kamron

From: Brad Demien
Sent: Saturday, November 22, 2025 2:36 PM
To: Kamron Nash <pwdirector@villageofsummitwi.gov>; Justin Osterloh
Cc: Mike Sindorf <bi@villageofsummitwi.gov>; Amy Barrows <planner@villageofsummitwi.gov>
Subject: Re: ROW Permit & Driveway Violation - 34710 Bartlett Rd

Good afternoon -

What further information can I submit to allow for a comprehensive review and understanding of this situation?

I can plan on submitting a site plan photos and historical data from the houses along Bartlett road. Are these items needed after the application submittal or with the permit submittal?

I appreciate the help in this matter.

Brad Demien

From: Kamron Nash <pwdirector@villageofsummitwi.gov>
Sent: Friday, November 21, 2025 11:00:51 AM
To: Justin Osterloh Brad Demien
Cc: Mike Sindorf <bi@villageofsummitwi.gov>; Amy Barrows <planner@villageofsummitwi.gov>
Subject: RE: ROW Permit & Driveway Violation - 34710 Bartlett Rd

Good morning, Justin.

I have included the link to the permit application. Please note that the property owner will still need to go through the process to obtain special approval from the Village Board for the driveway width if they wish to maintain it at 32'.

<https://storage.googleapis.com/juniper-media-library/242/2025/04/ROW-Permit-Application-Master-Fillable-1.pdf>

Thank you,

Kamron

From: Justin Osterloh
Sent: Thursday, November 20, 2025 11:40 AM
To: Kamron Nash <pwdirector@villageofsummitwi.gov>; Brad Demien
Cc: Mike Sindorf <bi@villageofsummitwi.gov>; Amy Barrows <planner@villageofsummitwi.gov>
Subject: Re: ROW Permit & Driveway Violation - 34710 Bartlett Rd

Kamron,

Can you email me a link to the after-the-fact ROW permit? I will fill it out and submit it to the Village by the end of the day tomorrow.

Thank you,



Justin Osterloh
VP, Operations

Office/Scheduling: (262) 361-3359 **Email:** justin@blackearthpavement.com
Web: blackearthpavement.com **Address:** W339 S1404 CTY HWY C* Delafield* WI* 53018
Happy with our work? Please leave us a review! [Google](#) [Facebook](#)
Want to see more of our work? [Youtube](#)

From: Kamron Nash <pwdirector@villageofsummitwi.gov>
Date: Wednesday, November 19, 2025 at 9:50 AM
To: Brad Demien
Cc: Mike Sindorf <bi@villageofsummitwi.gov>, Amy Barrows <planner@villageofsummitwi.gov>, Justin Osterloh
Subject: ROW Permit & Driveway Violation - 34710 Bartlett Rd

Good morning, Brad.

It was brought to our attention that a final surface was placed on your driveway, including the area within the public right-of-way (ROW) that connects to Bartlett Rd. Prior to completing any work within the ROW, a permit is required. Once submitted, we review the dimensions and location to ensure that all ordinance requirements have been

met for the driveway and apron. Proper permitting and review was never completed, and the driveway has been found to be out of compliance with current ordinance requirements. Specifically, the width of the driveway at the edge of the road must be between 18' and 24'. Staff measured, and the actual width is 32'.

You have two options available:

1. Apply for an after-the-fact ROW Permit and reduce the driveway width at the edge of the road to 24' to meet ordinance requirements within 30 days. This will require restoration of the ditch around the driveway to allow for proper drainage. You are responsible for ensuring that the driveway on your property meets zoning requirements if any changes have been made from the originally approved layout.
2. Request special permission from the Village Board to allow for a driveway width of 32'. If this is the route you would like to take, please reply to this email with your request in writing no later than December 3rd to be placed on the December 11th Village Board meeting agenda. We will require that you submit an after-the-fact ROW Permit and verification that your driveway meets zoning requirements.

I have attached a violation notice to this email for your information. 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

📍 37100 Delafield Rd
Summit WI 53066

🌐 villageofsummitwi.gov

Hours: Monday - Friday 8:00am - 4:00 pm

34710 – BARTLETT ROAD DRIVEWAY IMPROVEMENT

Reason for improvement: Storms earlier this year with record rainfall washed out the existing gravel driveway.

History of the driveway: Driveway has been gravel for over 50 years

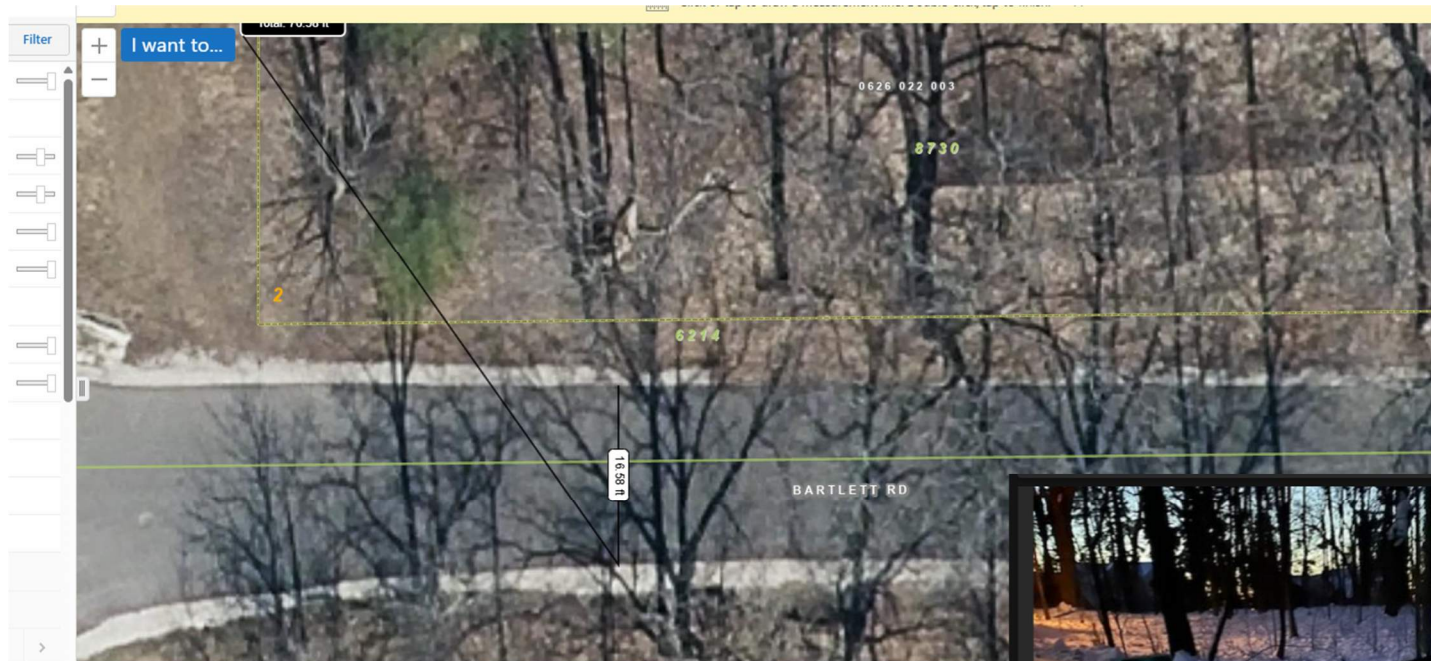
SITE INCLUDES 1 ½ ACRES OF WOODLAND AND PRAIRIE.

34710 – BARTLETT ROAD DRIVEWAY IMPROVEMENT



Bartlett road conditions:

Current width about 17'-0"; not a typical 2-lane road. We tend to call it a lane and a half. Most people coming onto the road yield off to the side of the road to people heading out of the neighborhood.



Typical 2 lane road widths in Summit: 24'-0".

Road width makes for difficult delivery vehicle traffic. Even with a larger driveway turn, delivery vehicles miss the driveway and hit the corners. As seen below 12-3-25, after the pavement.

Currently the number of Lots serviced by Bartlett Road: 21.

Of the 21 lots along Bartlett Road, there were (3) that had gravel driveways. This includes the drive in question at 34710 Bartlett Road. Now there are only (2) gravel driveways along the road.



Stats on driveway measurements in Right of Way along Bartlett Road:

Address	Driveway Type	# of Drives	Width At the Road (GIS)
35000	Gravel	1	18
34743	Pavement	1	32
34731	Pavement	1	35
34730	Concrete / Grass Clearing	2	29
34725	Pavement	1	20
34709 (shared)	Pavement shared w/ 34717	1	27
34717 (shared)			
34710 (NEW DRIVE IN QUESTION)	Pavement	1	32
34710 (OLD DRIVE IN QUESTION)	Gravel		34
34700	Gravel / Brick	2	33 / 45
34675	Concrete	1	21
34657	Concrete	1	31
34632	Grass Clearing	1	36
34637	Concrete	1	26
34635	Concrete / Concrete	2	23 / 24
34632	Concrete	1	34
34629	Pavement	1	21
34634	Gravel	1	33
34617	Pavement	1	30
34600	Pavement	2	26 / 20
34602	Pavement / Pavement	2	32 / 40
34623			22

Other considerations went into paving the driveway:

- Directing water flow run off from the street. Ever since Bartlet road was repaved the water run off has eroded the kettle along Bartlett road because it pitches to the kettle and not the Southern side of the street.
- Road Run off is directed straight to the centerline of our driveway after the road got repaved where before it was pitched more towards the southern side of Bartlett Road.
 - o This led to the erosion of our gravel drive during the large storm 2025.
- The new paved driveway directs the run off to the landscaped edges before ending up at the entrance of our garage.
 - o Landscaped edge has ground cover and white cedars along the East side of the property line.

Conclusion:

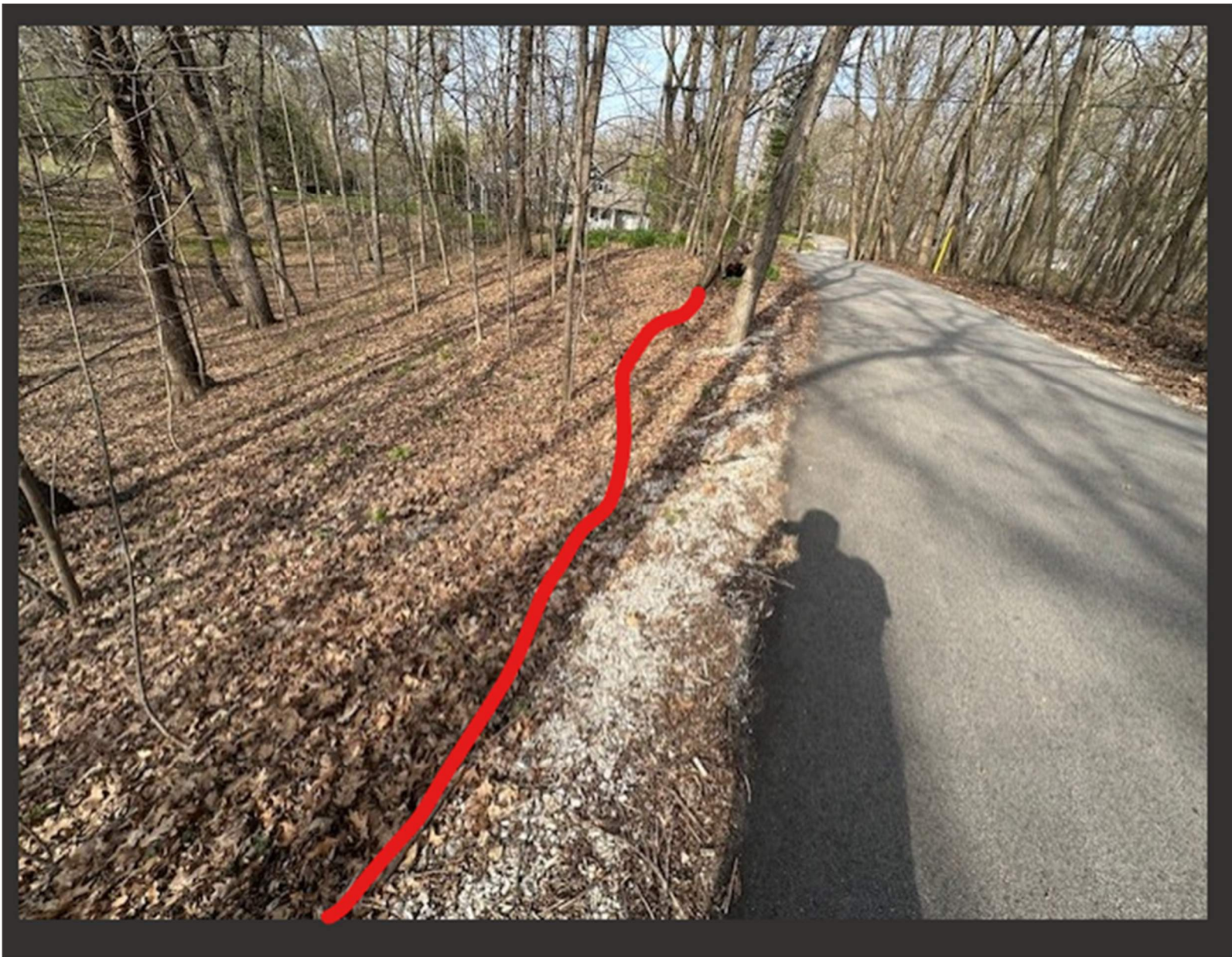
- Driveway at 34710 Bartlett Road, matches other drive widths measure via GIS and Pacing on site. The drive should be able to remain consistent with the other driveway widths along the road.
- Run off along Bartlet Road into the Northern Kettle of 34710 should be investigated by the village of Summit, as it is eroding the kettles edge ever since the road has been repaved. Images of the kettle erosion are attached in the appendix.

34710 – BARTLETT ROAD SITE CONCERNS

APPENDIX – SITE EROSION FROM ROAD IMPROVEMENTS



ROADWAY GRAVEL WASH OUT 1 MONTH AFTER ROAD PLACEMENT



NORTH SIDE OF BARTLETT ROAD DRAINAGE WASHING OUT THE NORTH SIDE OF THE ROAD BASE INTO THE KETTLE



FURTHER ROAD BASE WASH OUT





DRIVEWAY WASHOUT AFTER THE ROAD REPAVEMENT, BUT BEFORE THE MAJOR 2025 STORMS. AFTER THE STORMS THESE DROPS OFF PAVEMENT WERE 4-6" IN DEPTH.



TAPER OF OLD GRAVEL DRIVE UP TO ROAD WITH ROAD IMPROVEMENT CAUSED EROSION.



EROSION FROM ROAD IMPROVEMENT AROUND THE BASE OF TREES IN THE KETTLE TO THE NORTH.



THIS WHOLE AREA HAS WASHED OUT SOME IN THE SPRING AFTER THE ROAD IMPROVEMENT.



ROAD BASE HAS ERODED INTO THE 34710 LOT AND NO LONGER MAINTAINS THE 12" SIDE GRAVEL, BUT HAS EXPANDED TO 18-24" IN WIDTH ONTO THE PROPERTY NORTH OF BARTLETT ROAD.



ROAD IMPROVEMENTS ARE WASHING OUT THE WOODLAND TREES TO THE NORTH



Village Hall, 262 567-2757
Fax, 262 567-4115
Highway Dept., 262 567-2422
Police Dept., 262 446-5070
Building Inspector, 262 490-4141
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NOTICE OF VILLAGE ORDINANCE VIOLATION

November 19, 2025

Brad Demien & Julie Demien
34710 Bartlett Rd
Summit, WI 53066

CERTIFIED MAIL

RE: VIOLATION: Construction of Driveway Apron/Approach on Property Located at 34710 Bartlett Road
(SUMT0626022001)

Dear Property Owners:

It has been brought to the attention of the Village of Summit that the driveway apron/approach at your residence at 34710 Bartlett Road 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.

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 and driveway replacements. 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 impervious surface that was placed on your property may not meet Village zoning ordinance requirements for impervious surface limitations. The Village Building Inspector and/or Village Shoreland Administrator will review the survey provided and current impervious surfaces and may require additional corrective action.*
- 2. No later than December 20, 2025, replace the existing asphalt driveway apron/approach with an asphalt apron that complies with the specifications and installation requirements outlined in Village Ordinance Section 24-33(a) 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.*

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, December 3, 2025. If a request is submitted by this date, your petition will be added to the December 11th 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.

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.

Respectfully,

A handwritten signature in black ink that reads "Kamron Nash". The signature is written in a cursive, flowing style.

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: December 5, 2025

Re: Discussion and Action on 2026 Agreement with SEH for Engineering Services

PURPOSE:

To review and receive approval of an agreement with Short Elliott Hendrickson (SEH) for General Engineering, MS4, and Summit Utility District No. 2 (SUD2) engineering services for 2026.

BACKGROUND:

The Village Board reviews and approves engineering service fees as part of the annual budget process. For 2026, the following budget line items were approved:

General (On-Call) Engineering:	\$12,500
MS4 Compliance Engineering:	\$10,000 (includes \$5,000 allocated for DNR audit preparation)
SUD2 (On-Call) Engineering:	\$69,868

RECOMMENDATION:

Village staff recommends that the Village Board approve the 2026 Village of Summit Ongoing Engineering Services Agreement with SEH.

ATTACHMENTS: SEH Supplemental Letter Agreement (dated November 24, 2025)

FISCAL IMPACT: Financial impacts are described in background information above.

RECOMMENDED MOTION: Motion to approve the 2026 Village of Summit Ongoing Engineering Services Agreement with Short Elliott Hendrickson (SEH), as proposed.

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between Village of Summit ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective November 2, 2023, this Supplemental Letter Agreement dated November 24, 2025 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2026 Village of Summit Ongoing Engineering Services.

Client's Authorized Representative: Debra Michael

Address: 37100 Delafield Road, Summit, Wisconsin 53066, United States

Telephone: 262.567.2757

Email: administrator@summitvillage.org

Project Manager: Robert Malzahn

Address: 501 Maple Avenue, Delafield, Wisconsin 53018

Telephone: 414.949.8946

Email: rmalzahn@sehinc.com

Scope: Basic services to be provided by Consultant include:

Property Location: Village of Summit, Waukesha County, Wisconsin.

Project No. 1: Village Engineer On-Call Services:

Task 1: General Engineering

1. Provide ongoing Village Engineer services such as interaction with Village staff, elected officials, other consultants, and residents. Examples would include on-call meetings or phone/email conversations with Village staff, other governmental entities, consultants, developers, etc., evening meetings, plan staff meetings, review of minor submittals, responses to citizen requests, general inspection, evaluations, and other Village requested activities.

Task 2: MS4 Services:

1. Coordinate and prepare annual report as required by MS4 permit, including updates to mapping, completing dry weather screening for illicit discharge monitoring, attend administrative/outreach meetings, coordination with DNR, and any report preparation.

Project-Based Services:

1. Once a project is defined and direction from the Village is given, a new billing project number will be assigned to the project. A separate budget and scope will be defined with each new project. If a project warrants a separate contract, a Contract Agreement will be prepared.
2. Typical projects would include specialty projects, road reconstruction projects, review of private developments, etc.

Project No. 2: Utility District Engineer On-Call Services (SUD2):

Task 1: General District Engineering

1. Provide ongoing District Engineer services such as interaction with Village staff, elected officials, other consultants and contactors, and residents. Other activities include general engineering, attending monthly District meetings, providing monthly engineering reports, verification of station alarms, pump review, preparing annual WDNR CMAR and updating CMOM documentation, preparing annual operations budget recommendations and attending annual budget meeting.

Task 2: Meter Readings

1. Provide quarterly meter reading reviews and coordination with non-residential users and DelHart WPCC.

Task 3: Annual Projects

1. To assist on annual projects, including sewer cleaning and televising, wet well cleaning, control panel repairs & upgrades, wet well pump repairs & replacements, etc. Typical assistance includes preparation of project documents, request for quotes, contractor coordination, etc.

Task 4: Special Projects

2. To assist on special projects, including lift station generator replacement, SSO reporting, review of minor submittals, general inspection, etc. Typical assistance includes preparation of project documents, request for quotes, contractor coordination, etc.

Schedule: Said work, as described in Scope, will be completed *as mutually agreed upon* after receipt of signed contract and all items to be furnished by Client. All work is subject to weather and field conditions.

Payment: The fee is an estimated hourly fee, including expenses and equipment. Separate project numbers will be assigned for the Village Engineer and Utility District On-Call Services.

Village Engineer On-Call Services:	Budget is \$22,500
• General Engineering	Budget is \$12,500
• Project-Based Services:	Budget to be determined
• MS4 Services:	Budget is \$10,000
• MS4 general	\$5,000
• Audit preparation	\$5,000
Utility District Engineer On-Call Services:	Budget is \$69,868
• General District engineering	\$45,008
• Meter readings	\$4,900
• Annual projects	\$5,920
• Special projects	\$14,040

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

Village of Summit

By: _____



By: _____

Full Name: Robert Malzahn, P.E.

Full Name: _____

Title: Project Engineer V, Manager

Title: _____

Exhibit A-1

Payments to Consultant for Services and Expenses Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.



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MEMORANDUM

To: Village Board

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

Date: December 5, 2025

Re: Discussion and Action on SEH Proposal for Professional Services for the 2026 Village of Summit Road Paving Program

PURPOSE:

To request Village Board approval of a proposal from the Village Engineer, SEH, to perform professional services for the public bidding and construction administration of the 2026 Village of Summit Paving Program.

BACKGROUND:

Summary of 2025 Program Costs

As part of the 2025 Annual Road Paving Program, the Village utilized professional engineering services for preparation of plans, specifications, and bid documents, as well as for bidding and construction administration. The total approved CIP for the Annual Road Paving Program for 2025 is \$766,000 in borrowed funds.

The total engineering costs engineering services for the paving program were approved at an amount not-to-exceed \$99,660. A summary of the Village's estimated actual costs for the 2025 paving program is outlined below:

Village of Summit Road Paving Program	Approved 2025 CIP	Approved Contract Award	Actual Expenditures (as of 10/31)	Anticipated Expenditures (unbilled)	Over / Under Approved 2025 CIP
SEH Engineering Services	\$99,660.00	\$99,660.00	\$60,308.22	\$2,000.00	\$37,351.78
Construction Costs	\$666,340.00	\$448,766.00	\$419,290.72	\$20,160.73	\$226,888.55
Total	\$766,000.00	\$548,426.00	\$479,598.94	\$22,160.73	\$264,240.33

Engineering fees are estimated at approximately 10 to 15% of the construction costs for road improvement projects, depending on the type of work performed (e.g., overlay vs. reconstruction). The engineering fees came in well under the budgeted amount, as there were relatively few unexpected issues with the road program this year.

2026 Program Proposed Costs

As part of the 2026 CIP, the Village Board approved the following road paving projects and estimated costs:

Description	Construction Costs (with 15% Contingency)	Approved CIP Engineering Costs	Total Approved CIP Cost
Hill Court (Williams St to termini)	\$33,950	\$5,050	\$39,000
Williams Street (Lower Lake Rd to Hill Ct)	\$33,950	\$5,050	\$39,000
N Dousman Rd Design (engineering costs shared with City of Oconomowoc)	-	\$5,000*	\$5,000
Total	\$67,900	\$15,100*	\$83,000

**N Dousman Rd engineering will be completed by City of Oconomowoc's contracted engineer, Collins Engineering, and will not be included in SEH engineering costs for the 2026 Paving Program.*

Those engineering costs in the green column are the costs associated with the scope outlined in the SEH proposal, with the exception of the N Dousman Rd design costs, which will be completed by the City of Oconomowoc's engineer.

SEH Engineering Fees Proposal

\$10,100 for engineering fees was included in the approved 2026 CIP for the road program. A total of \$7,100 is anticipated for design and bidding, and an additional \$7,200 is anticipated for construction management, for a total base engineering cost of \$14,300. This is approximately \$4,200 more than the amount approved in the CIP for Hill Ct and Williams St. Due to the unanticipated removal of Genesee Lake Road from the 2026 paving program, SEH has had to adjust their estimated fees for Hill Court and Williams Street. Public bidding fees are a pretty static cost, aside from the design related to individual roads. Ordinarily, bid fees are divided up between all of the engineering for each road in the program. Since Genesee Lake Rd has been eliminated, the portion of the general bid preparation fees that was included under Genesee Lake Rd will have to be reallocated to the engineering for each of the remaining roadways.

SEH and Village staff have also been discussing a more in-depth analysis of the position of the existing gravel roadways to determine if there is opportunity to center the roadways better within the right-of-way. This would require some additional site survey and location of property lot corners to prepare an accurate base map, as well as construction staking for the new roadway alignment. This additional work would add approximately \$3,400 to the contract, if the Board approves.

Option 1 – Base Engineering Fees

Task 1: Design & Bidding	\$ 7,100
Task 2: Construction Management	\$ 7,200
Subtotal	\$ 14,300 (\$4,200 over approved CIP)

Option 2 – Base Engineering Fees & Additional Survey

Task 1: Design & Bidding	\$ 7,100
Task 2: Construction Management	\$ 7,200
Task 3: Survey	\$ 3,400
Subtotal	\$ 17,700 (\$7,600 over approved CIP)

Either Option 1 or Option 2 will require an adjustment to the approved 2026 CIP for the Annual Street Paving Program. A separate agenda item has been added to this meeting to amend the CIP, if the Board determines that it is desired. This proposal, if approved by the Board, will be used as an exhibit for the Agreement for Professional Services between SEH and the Village of Summit, falling under the “Project-Based Services” provision of the agreement.

RECOMMENDATION:

Professional engineering services have proven to be of great value to the Village, as they keep the contractors honest, ensure good quality road paving results, and ensure that the Village is paying only those amounts that are outlined in the contract documents. Village staff recommends that the Village Board approve Option 2 (Task Nos. 1 – 3), including the base engineering services and the additional survey to properly align the roadways within the right-of-way, as outlined in the proposal scope of services. As mentioned previously, an amendment to the 2026 CIP will be required.

ATTACHMENTS:

Aerial Image depicting gravel road locations within public right-of-way (Williams St and Hill Ct)

SEH Proposal for Professional Engineering Services for the Village of Summit 2025 Road Paving Program (dated November 24, 2025)

FISCAL IMPACT:

Project costs not-to-exceed \$17,700 of borrowed funds, of which \$10,100 has been included in the approved 2026 CIP for engineering.

RECOMMENDED MOTION:

Motion to approve the SEH Proposal for professional engineering services for the Village of Summit 2026 Road Paving Program, including Task Nos. 1 through 3, as proposed with a total expenditure not-to-exceed \$17,700, contingent upon approval of an amendment to the 2026 Capital Improvement Plan.



Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between Village of Summit ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective November 2, 2023, this Supplemental Letter Agreement dated November 24, 2025 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2026 Village of Summit Road Paving Project.

Client's Authorized Representative: Kamron Nash

Address: 37100 Delafield Road, Summit, Wisconsin 53066, United States

Telephone: 262.567.2757

Email: pwdirector@summitvillage.org

Project Manager: Robert Malzahn

Address: 501 Maple Avenue, Delafield, Wisconsin 53018

Telephone: 414.949.8946

Email: rmaalzahn@sehinc.com

Scope: The basic services to be provided by Consultant for the annual road paving program, include:

Street Locations within the Village of Summit:

- Hill Court (Williams Street to Terminus)
- Williams Street (Lower Lake Road to Hill Court)

Task 1: Design and Bidding: (Estimated cost of \$7,100)

- Prepare a preliminary and final plansheet, specifications, and cost estimates for new road construction.
- Prepare legal publication for advertisement.
- Administer bidding of project per Public Works Director approved schedule.
- Upload bid documents to Quest bidding platform.
- Answer contractor questions and prepare addenda.
- Attend and evaluate bids, prepare bid tabulation and recommendation letter.
- Prepare and facilitate contract processing.
- Conduct a pre-construction meeting.

Task 2: Construction Management: (Estimated cost of \$7,200)

- Review contractor material and testing submittals.
- Provide construction management throughout the construction period.
- Send out informational construction schedule to adjacent project property owners.
- Provide construction observation services and review construction issues as needed. Keep daily records and measurements as needed.
- Provide weekly construction progress email updates, and, if needed, conduct a progress meeting.
- Review payment application requests, change orders, and contractor requests for information and provide necessary responses and recommendations.
- Preparation of contract closeout documents including punch lists and final list of quantities and costs.
- Communication with residents during the construction period.
- Perform erosion control inspections as needed.

Task 3: Survey: (add estimated cost of \$3,400)

- Perform site survey of existing conditions, find and locate property lot corners for right-of-way determination, and prepare base map drawing.
- Perform construction staking for new roadway alignment.

Services Not Included: Other services that are NOT included but may be provided by SEH for an additional fee are: meetings, soils, floodplain/floodway, construction staking, grading plan, replace missing lot irons, wetland location, tree location, utilities, wetland marking, and topography. Reproduction costs, permits and other fees, and express mailing/delivery are not included.

Schedule: Said work, as described in Scope, will be completed *as mutually agreed upon* after receipt of signed contract and all items to be furnished by client. All work is subject to weather and field conditions.

Payment: The fee is hourly estimated to be **\$14,300**, including expenses and equipment.

☐ Add Task 3-Survey work, fee is hourly estimated to be **\$3,400**, including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

Village of Summit

By: 

By: _____

Full Name: Robert Malzahn, P.E.

Full Name: _____

Title: Project Engineer V, Manager

Title: _____

Exhibit A-1

Payments to Consultant for Services and Expenses Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.



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MEMORANDUM

To: Village Board

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

Date: December 5, 2025

Re: Discussion and Action on Amendment of 2026 Capital Improvement Plan to Include Additional Engineering Fees for the Annual Street Paving Program

PURPOSE:

To request approval of an amendment to the 2026 CIP to include additional fees for the annual street paving program.

BACKGROUND:

As part of the 2026 CIP, the Village Board approved the following road paving projects and estimated costs:

Description	Construction Costs (with 15% Contingency)	Approved CIP Engineering Costs	Total Approved CIP Cost
Hill Court (Williams St to termini)	\$33,950	\$5,050	\$39,000
Williams Street (Lower Lake Rd to Hill Ct)	\$33,950	\$5,050	\$39,000
N Dousman Rd Design (engineering costs shared with City of Oconomowoc)	-	\$5,000*	\$5,000
Total	\$67,900	\$15,100*	\$83,000

**N Dousman Rd engineering will be completed by City of Oconomowoc's contracted engineer, Collins Engineering, and will not be included in SEH engineering costs for the 2026 Paving Program.*

Those engineering costs in the green column are the costs associated with the scope outlined in the SEH proposal, with the exception of the N Dousman Rd design costs, which will be completed by the City of Oconomowoc's engineer.

SEH Engineering Fees Proposal

\$10,100 for engineering fees was included in the approved 2026 CIP for the road program. A total of \$7,100 is anticipated for design and bidding, and an additional \$7,200 is anticipated for construction management, for a total base engineering cost of \$14,300. This is approximately \$4,200 more than the amount approved in the CIP for Hill Ct and Williams St. Due to the unanticipated removal of Genesee Lake Road from the 2026 paving program, SEH has had to adjust their estimated fees for Hill Court and

Williams Street. Public bidding fees are a pretty static cost, aside from the design related to individual roads. Ordinarily, bid fees are divided up proportionally between all of the engineering for each road in the program. Since Genesee Lake Rd has been eliminated, the portion of the general bid preparation fees that was included under Genesee Lake Rd will have to be reallocated to the engineering for each of the remaining roadways.

SEH and Village staff have also been discussing a more in-depth analysis of the position of the existing gravel roadways to determine if there is opportunity to center the roadways better within the right-of-way. This would require some additional site survey and location of property lot corners to prepare an accurate base map, as well as construction staking for the new roadway alignment. This additional work would add approximately \$3,400 to the contract, if the Board approves.

Option 1 – Base Engineering Fees

Task 1: Design & Bidding	\$ 7,100	
Task 2: Construction Management	<u>\$ 7,200</u>	
Subtotal	\$ 14,300	<i>(\$4,200 over approved CIP)</i>

Option 2 – Base Engineering Fees & Additional Survey

Task 1: Design & Bidding	\$ 7,100	
Task 2: Construction Management	\$ 7,200	
Task 3: Survey	<u>\$ 3,400</u>	
Subtotal	\$ 17,700	<i>(\$7,600 over approved CIP)</i>

Either Option 1 or Option 2 will require an adjustment to the approved 2026 CIP for the Annual Street Paving Program.

RECOMMENDATION:

Staff have prepared two draft resolutions for consideration, dependent upon the decision made by the Board with regard to SEH's proposed engineering services agreement for the 2026 Annual Paving Program. Proposed motions for each option have been drafted below for consideration. Note that, per Wis. Stats. 65.90(5)(ar), a 2/3 majority approval is required by the Village Board to pass the resolution.

ATTACHMENTS:

SEH Proposal for Professional Engineering Services for the Village of Summit 2025 Road Paving Program (dated November 24, 2025)

Resolution No. 25-479 Approving an Amendment to the 2026 Capital Improvement Plan Budget for the Purpose of Increasing Engineering Professional Services for the Annual Street Paving Program (DRAFT – Option 1)

Resolution No. 25-479 Approving an Amendment to the 2026 Capital Improvement Plan Budget for the Purpose of Increasing Engineering Professional Services for the Annual Street Paving Program (DRAFT – Option 1)

FISCAL IMPACT:

The financial impacts are described in the background information above and are dependent upon the option selected.

RECOMMENDED MOTION:

Option 1: Motion to approve Resolution No. 25-479 approving an amendment to the 2026 Capital Improvement Plan budget for the purpose of providing an additional \$7,600 of borrowed funds to the annual street paving program to adequately fund engineering professional services related to public bidding, complete additional site survey, locate property corners, prepare base maps, and perform construction staking to ensure proper roadway alignment within the existing public rights-of-way.

Option 2: Motion to approve Resolution No. 25-479 approving an amendment to the 2026 Capital Improvement Plan budget for the purpose of providing an additional \$4,200 of borrowed funds to the annual street paving program to adequately fund engineering professional services related to public bidding.

STATE OF WISCONSIN

VILLAGE OF SUMMIT

WAUKESHA COUNTY

RESOLUTION NO. 25-479

RESOLUTION APPROVING AN AMENDMENT TO THE 2026 CAPITAL IMPROVEMENT PLAN BUDGET FOR THE PURPOSE OF INCREASING ENGINEERING PROFESSIONAL SERVICES FOR THE ANNUAL STREET PAVING PROGRAM

WHEREAS, the 2026 Capital Improvement Plan includes borrowed funding for various transportation capital improvement projects, including the paving of Hill Court and Williams Street, in the Village of Summit; and

WHEREAS, the Village is committed to providing safe, functional, and sustainable roadways for the travelling public; and

WHEREAS, the Village contracts annually with an engineering firm with expertise in transportation improvements to perform design, bidding, and construction management services for the annual street paving program; and

WHEREAS, engineering professional services related to public bidding are generally divided up proportionally between all streets in the annual street paving program; and

WHEREAS, Genesee Lake Road, a significant portion of the annual street paving program, was removed from the 2026 Capital Improvement Plan due to financial constraints, resulting in inadequate funding for engineering services related to public bidding for the remaining streets, Hill Court and Williams Street; and

WHEREAS, additional engineering professional services related to site survey of existing conditions, location of property lot corners, preparation of base map drawings, and construction staking are required to ensure proper roadway alignment within the existing public rights-of-way; and

WHEREAS, the Public Works Director has requested that the 2026 Capital Improvement plan is revised to include allocation of an additional \$7,600 of borrowed funds to the annual street paving program for the purpose of funding said additional engineering professional services; and

WHEREAS, the Village Administrator-Clerk/Treasurer has reviewed the financial impacts of the request of the Director of Public Works, and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Village Board of the Village of Summit, Waukesha, Wisconsin, that the following Capital Improvement Plan budget for 2026, to provide supplemental borrowed funding for the purpose of adequately funding engineering professional services related to public bidding of the annual street paving program and to provide additional borrowed funding to complete site survey of existing conditions, locate property lot corners, prepare base map drawings, and perform construction staking to ensure proper roadway alignment within the existing public rights-of-way, is hereby approved.

		<u>Increase/(Decrease):</u>
Annual Street Paving Program	400-00-57400-000	\$7,600

BE IT FURTHER RESOLVED THAT this resolution be published on the Village website within 15 days of adoption as prescribed under Wis. Statutes section 65.90(5)(ar).

Adopted this 11th day of December, 2025.

VILLAGE OF SUMMIT

APPROVED:

Jack Riley, Village President

ATTEST:

Debra J Michael, Village Administrator-Clerk/Treasurer

DRAFT

STATE OF WISCONSIN

VILLAGE OF SUMMIT

WAUKESHA COUNTY

RESOLUTION NO. 25-479

RESOLUTION APPROVING AN AMENDMENT TO THE 2026 CAPITAL IMPROVEMENT PLAN BUDGET FOR THE PURPOSE OF INCREASING ENGINEERING PROFESSIONAL SERVICES FOR THE ANNUAL STREET PAVING PROGRAM

WHEREAS, the 2026 Capital Improvement Plan includes funding for various transportation capital improvement projects, including the paving of Hill Court and Williams Street, in the Village of Summit; and

WHEREAS, the Village is committed to providing safe, functional, and sustainable roadways for the travelling public; and

WHEREAS, the Village contracts annually with an engineering firm with expertise in transportation improvements to perform design, bidding, and construction management services for the annual street paving program; and

WHEREAS, engineering professional services related to public bidding are generally divided up proportionally between all streets in the annual street paving program; and

WHEREAS, Genesee Lake Road, a significant portion of the annual street paving program, was removed from the 2026 Capital Improvement Plan due to financial constraints, resulting in inadequate funding for engineering services related to public bidding for the remaining streets, Hill Court and Williams Street; and

WHEREAS, the Public Works Director has requested that the 2026 Capital Improvement plan is revised to include allocation of an additional \$4,200 of borrowed funds to the annual street paving program for the purpose of adequately funding engineering professional services related to public bidding; and

WHEREAS, the Village Administrator-Clerk/Treasurer has reviewed the financial impacts of the request of the Director of Public Works, and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Village Board of the Village of Summit, Waukesha, Wisconsin, that the following Capital Improvement Plan budget for 2026, to provide supplemental borrowed funding for the purpose of adequately funding engineering professional services related to public bidding of the annual street paving program, is hereby approved.

		<u>Increase/(Decrease):</u>
Annual Street Paving Program	400-00-57400-000	\$4,200

BE IT FURTHER RESOLVED THAT this resolution be published on the Village website within 15 days of adoption as prescribed under Wis. Statutes section 65.90(5)(ar).

Adopted this 11th day of December, 2025.

VILLAGE OF SUMMIT

APPROVED:

ATTEST:

 Jack Riley, Village President

 Debra J Michael, Village Administrator-Clerk/Treasurer



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

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

MEMORANDUM

To: Village Board

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

Date: December 5, 2025

Re: Discussion and Action on Village Hall Facilities Phone and Fiber Service

PURPOSE:

To review a proposal from Midwest Fiber Networks for phone and fiber service for the Village Hall facilities, and to determine if a change in service provider is desired for either service in 2026.

BACKGROUND:

The Village Board was presented with information during budget preparation regarding switching our service providers for phone and fiber (internet). Aside from an up-front cost related to purchasing new phones, the costs were relatively comparable to what we pay for service currently with Spectrum Business. The Village has been experiencing issues with our current phone service, including the lack of ability to utilize external call menus when dialing out. Direction was given to move forward with Midwest due to the nominal cost difference.

Staff reached out to Spectrum to determine if there were any contracts that would inhibit a change of service. We determined that the Village has two 36-month contracts with Spectrum for fiber internet and the voice trunking system (effective September 2024), and the fee to cancel each would equal the remaining amount that would be paid through the end of the contract.

In response, Midwest stated that they would be willing to discount the internet down to \$100/month for the first 19 months, after which regular rates would begin. This would require a 72 or a 84 month contract term, however. The VOIP (phone) would remain at the quoted rate. They also are willing to provide the VOIP services at the proposed rate if the Village would prefer to finish out the Spectrum contract for fiber.

A summary of potential costs for various service options is attached for reference.

RECOMMENDATION:

Village staff is looking for direction from the Village Board on which option to pursue. At a minimum, staff would like to change VOIP (phone) services due to the continued issues with Spectrum and the Avaya phone system.

ATTACHMENTS: Phone & Fiber Service Comparison

FISCAL IMPACT: Financial impacts are outlined in the attached phone and fiber service comparison worksheet. Depending upon the direction from the Board, there may be additional budgetary impacts for 2026.

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

Phone & Fiber Service Comparison

Option 1 - Status Quo (retain Spectrum phone & fiber)

	2026 Budget
Phone	\$ 2,601.24
Fiber	\$ 6,600.00
Total	\$ 9,201.24

Option 2 - Retain Spectrum Fiber Service, Change to Midwest Fiber Network Phone

	2026 Budget
Phone	\$ 2,626.20
Fiber	\$ 6,600.00
Spectrum Cancel Fee (Phone)	\$ 2,421.35 <i>Note: One-time fee.</i>
Phone Purchase	\$ 2,215.00 <i>Note: One-time capital purchase.</i>
Total	\$ 13,862.55
	\$ 4,661.31 <i>Increase to 2026 budget.</i>

Option 3 - Change to Midwest Fiber Network Fiber Internet & Phone Service

	2026 Budget
Phone	\$ 2,626.20
Fiber	\$ 1,440.00 <i>Note: Discounted to \$120/mo for first 19 months (\$ overall savings to help offset cancellation fee)</i>
Spectrum Cancel Fee (Phone)	\$ 2,421.35 <i>Note: One-time fee.</i>
Phone Purchase	\$ 2,215.00 <i>Note: One-time capital purchase.</i>
Spectrum Cancel Fee (Fiber)	\$ 11,180.04
Total	\$ 19,882.59
	\$ 10,681.35 <i>Increase to 2026 budget. Over 19 month period, \$9,595 in savings for discounted fiber cost.</i>



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MEMORANDUM

To: Village Board

From: Chief Michael Hartert

Date: December 3, 2025

Re: Disposal of Handguns

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. The company we purchased the new guns from, Keisler Police Supply, will allow us to trade in the old ones for a credit of about \$280 per gun. If an officer would like to purchase their old gun, they will be allowed to do so from Keisler.

Any remaining handguns would be given to a Federal Firearms Licensed Dealer for sale in a bid-style auction. The sale price, less any fees, would be returned to the village and placed in the general fund.

ATTACHMENTS: None.

FISCAL IMPACT: Positive cash flow to the General Village Fund.

RECOMMENDED: Motion to approve trading a portion of the discontinued handguns to Keisler's Police Supply for a credit, and using Federal Firearms Licensed Officer Gene Wilbur to put the remaining handguns out for auction to the highest qualified bidder.



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

MEMORANDUM

To: Village Board

From: Administrator-Clerk/Treasurer Michael

Date: December 5, 2025

Re: **Donation Agreement with Rogers Memorial Hospital**

BACKGROUND: Rogers Memorial Hospital (a nonprofit mental health and addiction treatment center) agrees to make annual charitable donations to the Village of Summit as a gesture of cooperation. The Village Board needs to agree to accept the contributions.

Donation Amounts & Payment Schedule

Rogers will make **three annual lump-sum payments** to the Village:

- **Year One (2025):** \$40,000
- **Year Two (2026):** \$45,000
- **Year Three (2027):** \$50,000

Payments due by December 31 of each year. Rogers may change how payments are made (e.g., method of payment) at its discretion, with notice to the Village.

Use of Funds

- Payments are **unrestricted donations**.
- The Village may use the funds for **any lawful purpose**, entirely at its own discretion.
- Rogers has **no control or oversight** over how the funds are used.

Term & Termination

- The agreement is effective as of the signing of both parties and continues until the **Year Three payment is completed**, unless terminated earlier according to its terms.

RECOMMENDED MOTION: *to approve the Donation Agreement between Rogers Memorial Hospital and the Village of Summit through December 31, 2027 as presented.*

DONATION AGREEMENT

This Donation Agreement (the “**Agreement**”) is made as of this 11th day of December, 2025 (the “**Effective Date**”) by and between Rogers Memorial Hospital, Inc. (“**Rogers**”) with its principal place of business located at 34700 Valley Road, Oconomowoc, WI 53066 and the Village of Summit (the “**Village**”) with its principal place of business located at 37100 Delafield Road, Summit, WI 53066.

RECITALS

WHEREAS, Rogers owns and operates a not-for-profit mental health and addiction treatment center in the Village;

WHEREAS, Rogers desires to make three (3) annual charitable donations to the Village as a gesture of its strong relationship and cooperation with the Village;

WHEREAS, the Village desires to accept such donations on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual respect between the Parties, the Parties agree as follows:

1. Provision of Payment.

1.1. For each of the twelve (12) month periods of (i) January 1, 2025 to December 31, 2025 (“**Year One**”), (ii) January 1, 2026 to December 31, 2026 (“**Year Two**”), and (iii) January 1, 2027 to December 31, 2027 (“**Year Three**”), Rogers wishes to contribute to the Village, at the time and in the manner described below, an amount equal to \$40,000 for Year One, \$45,000 for Year Two and \$50,000 for Year Three (collectively, the “**Payments**”) and the Village agrees to allocate the Payments for any lawful purpose as determined by the Village, in its sole discretion.

1.2. Rogers will make the Payments in an annual lump sum payment for each of Year One, Year Two and Year Three. Each annual payment shall be due on or before the last business day of December for the applicable year throughout the duration of this agreement. The specific annual payment dates for Year One, Year Two and Year Three shall be as follows:

- The Year One payment (\$40,000) is due by the last business day of December 2025.
- The Year Two payment (\$45,000) is due by the last business day of December 2026.
- The Year Three payment (\$50,000) is due by the last business day of December 2027.

1.3. During the Term of this Agreement, Rogers may, at its sole discretion, modify the manner in which payment is made to the Village under Section 1.2 of this Agreement. Any such modification shall be communicated to the Village.

2. Village's Use of Contribution.

2.1. The Payments are unrestricted and may be used by Recipient for any lawful purpose as determined by the Village, in its sole discretion.

2.2. Rogers shall not exercise control over the Payments or otherwise regulate the Village's use of the Payments enforcement of laws.

3. Term and Termination

3.1. This Agreement shall commence on the Effective Date and shall, unless earlier terminated in accordance with this Agreement's provisions, remain in full force and effect for until the Year Three payment is made (the "**Term**").

4. Miscellaneous

4.1. No Third-Party Beneficiaries. Nothing in this Agreement is intended to or shall be deemed to confer any rights upon any person who is not a party hereto, including the Officer.

4.2. No Fiduciary Relationship. Nothing in this Agreement creates any relationship of trust or other fiduciary relationship between the parties hereto, or any Officer.

4.3. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be deemed one and the same agreement and shall become effective when each of the parties has signed one or more counterparts.

4.4. Miscellaneous. This instrument contains the entire agreement of the Parties and supersedes all prior or existing agreements, written or oral, between the Parties dealing with the subject matter hereof. It may not be changed orally, but only by an agreement in writing signed by the Party against whom enforcement of any waiver, change, modification, extension or discharge is sought. In the event any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder hereof shall survive and the invalid or unenforceable provision shall be reformed to form an enforceable provision consistent with the intent of the Parties as evidenced herein. No delay or omission by either Party to exercise any right or power accruing upon any breach of any covenant or agreement contained herein shall be construed to be a waiver of any such right or power or any acquiescence therein. The waiver by either Party of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the other Party. The validity, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the day and year first above written.

Rogers Memorial Hospital, Inc.

Date: December 2, 2025

Cindy Meyer, President and CEO

Village of Summit

Date: _____

Jack Riley, Village President



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MEMORANDUM

To: Village Board

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: December 5, 2025

Re: Discussion and action on request for reduction #1 in the Cash Deposit for The Gathering Subdivision improvements

BACKGROUND: There were minimal public improvements for The Gathering (11 new single-family lots) which include stormwater and erosion control measures. The individual driveways will be handled through the Public Works Department. The Developer plans to have all public improvements completed prior to filing the Final and has a different interpretation of the law as it relates to the financial guarantee. After several discussions with staff and our Village Attorney, the developer has requested that instead of a Letter of Credit that a Cash Agreement is accepted as the Financial Security. The Village has utilized these in the past for other developments. The check will be cashed and held by the Village until such time as the improvements have been made and accepted by the Village. After that, the money will be returned per the agreement.

ATTACHMENTS: Request for reduction #1 in Cash Agreement, SEH approval Letter

FISCAL IMPACT: \$67,005.90 was deposited to be held until work has satisfactorily been performed and then will be returned to Mark & Eileen Lurvey Trust. If work is not completed within two years, the Village can hire a contractor to do the improvements and pay for them using the cash deposit, if there would be any remaining funds they would be returned to the developer.

MOTION : To approve the reduction #1 to the Cash Agreement for The Gathering Subdivision in the amount of \$61,005.90 as recommended by the Village Engineer.

November 17th, 2025

Village of Summit
Attn: Debra Michael
37100 Delafield Road
Summit, WI 53066

Re: The Gathering Cash Bond Reduction Request

We all agree that the attached work described in the project draw for The Gathering dated through period 11/17/2025 has been completed.

We also agree that:

1. Dollar Value of work is accurate.
2. Work has been completed in a good and workmanlike manner in compliance with the Plat and Applicable plans and specifications.
3. No Liens will attach to this site.
4. The dollar value of the work yet to be completed is reasonable.

We respectfully request at this time that you perform an inspection (if needed) and grant us a reduction in our cash bond in the amount of \$67,005.90, which will leave a new balance of \$0.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Siepmann', written over a horizontal line.

Christopher Siepmann
Siepmann Realty (Project Manager)

**CASH BOND
THE GATHERING
VILLAGE OF SUMMIT**

	CASH BOND	DRAW #1	UPDATED CASH BOND BALANCES
1.) Grading	\$32,760.00	\$32,760.00	\$0.00
2.) Restoration	\$8,078.25	\$8,078.25	\$0.00
3.) Ditch Grading & Restoration	\$15,000.00	\$15,000.00	\$0.00
Total Cost:	\$55,838.25	\$55,838.25	\$0.00
	<i>x120%</i>	<i>x120%</i>	<i>x120%</i>
Cash Bond Amount:	\$67,005.90	67,005.90	\$0.00

Dated: 11/17/2025

✓HH

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 2025208-1

To Owner: Siepmann Realty Corporato
W229N1433 Westwood Dr, Suite 200

Application No.: 1

Distribution to :
☐ Owner
☐ Architect
☐ Contractor

Waukesha, WI 53186

Period To: 10/31/2025

From Contractor: Super Western361
Via Architect:

N59W14601 Bobolink Ave.

Project Nos:

Menomonee Falls, WI 53051

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

- | | |
|--|--------------|
| 1. Original Contract Sum | \$347,100.25 |
| 2. Net Change By Change Order | \$0.00 |
| 3. Contract Sum To Date | \$347,100.25 |
| 4. Total Completed and Stored To Date | \$337,666.75 |
| 5. Retainage: | |
| a 0.00% of Completed Work | \$0.00 |
| b 0.00% of Stored Material | \$0.00 |
| Total Retainage | \$0.00 |
| 6. Total Earned Less Retainage | \$337,666.75 |
| 7. Less Previous Certificates For Payments | \$0.00 |
| 8. Current Payment Due | \$337,666.75 |
| 9. Balance To Finish, Plus Retainage | \$9,433.50 |

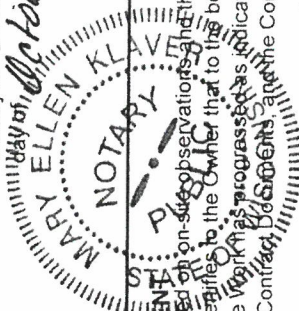
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown

CONTRACTOR: Super Western361

By: [Signature] Date: 10-27-25

State of: Wisconsin
Subscribed and sworn to before me this 27th
Notary Public: Mary Ellen Klavon
My Commission Expires: 9-5-2029

County of: Waukesha
Day of: October 2025



ARCHITECT'S CERTIFICATE FOR PAYMENT
In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor

AMOUNT CERTIFIED \$ 337,666.75

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

Progress Billing Invoice

From: Super Western361
N59W14601 Bobolink Ave.
Menomonee Falls, WI 53051

To: Siepmann Realty Corporato
W229N1433 Westwood Dr, Suite 200
Waukesha, WI 53186

Invoice #: 2025208-1
Date: 10/24/25
Application #: 1

Invoice Due Date: 11/23/25
Payment Terms: Net 30 Days

Contract: 25.02.008 The Gathering

Cont Item	Description	Contract Amount	Contract Quantity	Quantity This Period	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date	% Comp
10	TRACKING PAD	2,725.75	1.00	1.00	1.00	EA	2,725.75000	2,725.75	2,725.75	100.00%
20	MOBILIZATION/SUPERVISION	22,800.00	1.00	1.00	1.00	EA	22,800.00000	22,800.00	22,800.00	100.00%
30	CUT/FILL TO BALANCE SITE	50,205.75	1.00	1.00	1.00	EA	50,205.75000	50,205.75	50,205.75	100.00%
35	REMOVE TEMPORARY BERMS AND SWALE AFTER	6,365.75	1.00	0.00	0.00	EA	6,365.75000	0.00	0.00	0.00%
40	STRIP TOPSOIL	43,105.00	1.00	1.00	1.00	EA	43,105.00000	43,105.00	43,105.00	100.00%
60	GRADE FOR PATHS	14,385.75	1.00	1.00	1.00	EA	14,385.75000	14,385.75	14,385.75	100.00%
70	REPLACE TOPSOIL	30,677.50	1.00	0.90	0.90	EA	30,677.50000	27,609.75	27,609.75	90.00%
80	CLEANUP AFTER DRY UTILITY	3,956.25	1.00	1.00	1.00	EA	3,956.25000	3,956.25	3,956.25	100.00%
90	17x13 INCH CMP WITH AEW	2,119.50	1.00	1.00	1.00	EA	2,119.50000	2,119.50	2,119.50	100.00%
91	35X24 INCH CMP CULVERTS WITH AEW	7,660.25	1.00	1.00	1.00	EA	7,660.25000	7,660.25	7,660.25	100.00%
92	12 INCH CMP CULVERTS WITH AEW	6,193.75	1.00	1.00	1.00	EA	6,193.75000	6,193.75	6,193.75	100.00%
93	15 INCH CMP CULVERTS WITH AEW	3,121.50	1.00	1.00	1.00	EA	3,121.50000	3,121.50	3,121.50	100.00%
94	HANDLE BORROW	33,359.00	1.00	1.00	1.00	EA	33,359.00000	33,359.00	33,359.00	100.00%
95	RIP RAP AT END SECTIONS	14,591.00	1.00	1.00	1.00	EA	14,591.00000	14,591.00	14,591.00	100.00%
96	STONE OUTLET AT SEDIMENT	2,011.50	1.00	1.00	1.00	EA	2,011.50000	2,011.50	2,011.50	100.00%
97	STONE FOR 8X8 TRENCH	1,341.25	1.00	1.00	1.00	EA	1,341.25000	1,341.25	1,341.25	100.00%
210	STONE FOR ASPHALT PATH	27,730.75	1.00	1.00	1.00	EA	27,730.75000	27,730.75	27,730.75	100.00%
220	LOAD & TRUCK IMPORT FROM OCOMOWOC	74,750.00	11,500.00	11,500.00	11,500.00	CY	6.50000	74,750.00	74,750.00	100.00%
PCO	Pending Change Orders	0.00	0.00	0.00	0.00	EA	0.00000	0.00	0.00	0.00%

Total Billed To Date: 337,666.75

Less Retainage:	0.00
Less Previous Applications:	0.00
Total Due This Invoice:	337,666.75



7320 Noraire Dr
Franksville, WI 53126-3943
(262) 679-1992

INVOICE NO
10286

SOLD TO Siepmann Realty
W240 N1221 Pewaukee Rd
Waukesha, WI 53188

SHIP TO The Gathering

ACCOUNT NO	PROJECT	JOB NUMBER	DUE DATE	INVOICE DATE	PAGE
SIE001		25-063	12/17/2025	11/17/2025	1

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
400	Straw Wattle	5.55	2,220.00
15,747.72	Slope Restoration- Erosion Mat Class I Type B	1.35	21,259.42
2,613.708	Swale Restoration- Erosion Mat Class II Type B	1.85	4,835.36
41,336.07	Remaining Disturbed Area Restoration- Mulch	0.33	13,640.90
13,748.56	Outlot 1 Bottom Restoration- Mulch	0.33	4,537.02
13,933.99	Seeding- SWF- Wet Mesic Seed Blend	0.55	7,663.69
51,898.87	Seeding- Economy Prairie Seed	0.24	12,455.73
28,872.77	Seeding- Home Lots- Wisdot No. 40 Mix & Fertilizer	0.24	6,929.46
17,050.5	Seeding- Path- Reinder Deluxe 50 Seed & Fertilizer	0.24	4,092.12
1,600	Silt Fence- Removal (at time of restoration)	0.30	480.00
10,106.52	Restoration- Path- Erosion Mat Class I Type A or B	1.35	13,643.80
0.75	Mobilization	3,250.00	2,437.50

ITEM TOTAL 94,195.00
TAX 4,709.75

TOTAL AMOUNT 98,904.75



7320 Noraire Dr
Franksville, WI 53126-3943
(262) 679-1992

INVOICE NO
10166

SOLD TO Siepmann Realty
W240 N1221 Pewaukee Rd
Waukesha, WI 53188

SHIP TO The Gathering

ACCOUNT NO	PROJECT	JOB NUMBER	DUE DATE	INVOICE DATE	PAGE
SIE001		25-063	10/10/2025	9/10/2025	1

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
0	August 20 & 26, 2025	0.00	0.00
3,307	Seeding - Temporary Seeding	0.16	529.12
1,600	Silt Fence Installation	1.45	2,320.00
0.25	Mobilization	3,250.00	812.50

ITEM TOTAL 3,661.62
TAX 183.08

TOTAL AMOUNT 3,844.70



Building a Better World
for All of Us®

November 21, 2025

RE: The Gathering Development
Cash Guarantee Reduction
Recommendation
SEH No. 176551 Task 41 14.00

Ms. Debra Michael
Village Administrator
Village of Summit
37100 Delafield Road
Summit, WI 53066

Dear Debra:

We have received a request for the cash guarantee that covers the work involved with grading, erosion control and restoration to be fully released. The cash amount being held is \$67,005.90.

We agree that all the grading has been completed, erosion control and restoration measures installed, however based on our recent site visit, there are still many of the temporary erosion control measures in place and much of the restoration is newly installed and not yet established. We feel it is appropriate to release most of the funds held but recommend retaining \$5,000 plus 20% contingency for the funds for a total of \$6,000.00 retained. We recommend releasing the remainder, which would be \$61,005.90.

Please see the attached updated cash guarantee spreadsheet.

Please feel free to contact me with any questions or comments.

Sincerely,

Brian Pehl, PE
Senior Professional Engineer

bp

CC: Amy Barrows - Village Planner
Kamron Nash, PE - Public Works Director
John Siepmann – Siepmann Realty
Chris Siepmann – Siepmann Realty

w/Attachment

x:\pt\slsummv\176551\task 41 - lurvey development review - the gathering\loc\reduction no. 11\176551 task 41_the gathering cash guarantee reduction 1michael_2025-11-21.docx

Engineers | Architects | Planners | Scientists

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

SEH is 100% employee-owned | sehinc.com | 262.646.6855 | 888.908.8166 fax



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Police Dept., 262-567-1134
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MEMORANDUM

To: Village Board

From: Administrator-Clerk/Treasurer Michael

Date: December 5, 2025

Re: **Appoint Election Inspectors for the 2026/2027 Election Term**

BACKGROUND: Every other year the Village Board must appoint persons interested in working the Village of Summit elections. There are different positions that those appointed can work in such as: Chief, Special Voting Deputy and Inspector.

The Village typically operates with 7 or more appointed inspectors for every election. All must take the required amount of training prior to being able to work an election.

The appointment term is: January 1, 2026 – December 31, 2027

The Republican Party of Waukesha County has submitted 3 nominations for appointment *noted on listing "Rep". I did not receive a submittal from the Democratic Party and the deadline was November 30.

ATTACHMENTS: List dated 12/11/2025

RECOMMENDED MOTION: *to approve the attached listing of individuals to serve as Election Inspectors in the Village of Summit for a term of January 1, 2026 – December 31, 2027.*

2026/2027
Election Inspector
Appointment
12/11/2025

First Name	Last Name	Title	Party
Rose	Barton	Chief	
Sandra	Brown	Election Inspector	
Cathy	Butschke	Election Inspector	
Lisa	Carrao	Election Inspector	
Deputy	Clerk	Election Inspector	
Mary	Cullen	Election Inspector	
Dan	Deary	Election Inspector	Rep
DEBORAH	ENGEL	Election Inspector	
Peter	Flannery	Election Inspector	
Kathleen	Frane	Election Inspector	
Faye	Frederich	Election Inspector	
Judith	Galles	Election Inspector	
Gina	Gresch	Election Inspector	
Dan	Jessup	Election Inspector	Rep
Steve	Khail	Election Inspector	
Kim	Khail	Election Inspector	
Patricia	Kummrow	Election Inspector	
Lisa	LaBorde	Election Inspector	
Sarah	LaValliere	Election Inspector	
Danielle	Leonard	Election Inspector	
Tom	Lerche	Election Inspector	
Tina	Bateson	Election Inspector	
Pamela	McMurray	Election Inspector	
Carolyn	Namowicz	Election inspector/ SVD	Rep
Karen	Rasmussen	Election Inspector	
Heidi	Retzlaff	Chief	
Robert and Heidi	Retzlaff	Election Inspector	
Michael	Rode	Election Inspector	
Mary	Rode	Election Inspector	
Jaime	Santi	Election Inspector	
Colleen	Schulz	Election Inspector	
Patricia	Siebrecht	Election Inspector	
Jane	Speer	Election Inspector	
Joe	Strazishar	Election Inspector	
Steve	Styza	Election Inspector	
Mary	Szajna	Election Inspector	
Susan	Tews	Election Inspector	
Carol	Vandenberg	Election Inspector	
Richard "Culry"	Wentland	Election inspector/ SVD	
Kathryn	Wentland	Election Inspector	
Barb	Wood	Election Inspector/ SVD	