



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, March 12, 2026, at 4:15 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 - limited to 3 minutes total per person
5. CONSENT AGENDA - Items listed under the Consent Agenda are considered in one motion unless a Village Board Member requests that an item be removed from the Consent Agenda
 - A. Minutes of February 12, 2026 Regular Meeting
 - B. February 2026 payables
 - C. Waukesha County Joint Powers Agreement County 9-1-1 Emergency System
 - D. Annual State of the Court 2025 – Lake Country Municipal Court
 - E. Appointment of Election Inspectors for terms expiring December 31, 2027
 - F. Acceptance of Chief of Police, Michael Hartert's, retirement notice
6. *ANNOUNCE EXECUTIVE SESSION*, pursuant to Section 19.85(1)(g), Wisconsin State Statutes, "conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved: for the following purpose: *Village of Summit vs. Steven Libbey*
*The Board will return to open session following this discussion
AND
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 promotions for: Police Chief – Police Lieutenant – Police Administrative Assistant*
*The Board will return to open session following this discussion
7. MOTION to go into EXECUTIVE SESSION including Roll Call Vote
8. Return to OPEN SESSION
9. PLANNING DEPARTMENT
 - A. Discussion and action on request by William Loepfe for a Certified Survey Map to consolidate three lots into two lots. The existing lots are identified as 34311 Valley Road (SUMT0624999001), owned by William and Megahn Loepfe; and Unidentified address (SUMT0625991) and Unidentified address (SUMT0624999003), both owned by Carola Kappus Loepfe Trust C-U The Elizabeth J Bostrom Living Trust

- B. Discussion and action on request by John Spheeris for a Certified Survey Map to reconfigure existing lots for the purpose of creating an outlot. The existing lots are identified as 830 N. Sawyer Road (SUMT0674031003), owned by Robert A and Susanne Lang AKA Nancy Susanne Lang, and the adjacent parcel to the north with an unidentified address (SUMT0674031004), owned by Lang Residential Investment LLC and N Susanne Lang.
- C. proposed financial assurance method and amount for the creation of Isolated Natural Resource Area on property known as SUMT0674031004, owned by Lang Residential Investment LLC and N Susanne Lang
- D. Discussion and action on proposed improvements to an existing garage in the road right-of-way of Venice Beach Road on property located at 34306 Venice Beach Road (SUMT0669036)

10. PUBLIC WORKS DEPARTMENT

- A. Monthly Administrative Report
- B. Discussion and action regarding ATV/UTV access on Waukesha County Highways
- C. Discussion and action on purchase of road salt on WisDOT Bid for 2026-2027 Winter Season
- D. Discussion and action on approval of the annual MS4 report
- E. Discussion and action on repair and insurance claim for damaged F450 truck
- F. Discussion and action on repair and insurance claim for damaged hydraulic line on rented bucket truck
- G. Discussion and action on State Municipal Financial Agreement for WisDOT Project 3100-05-02/22/23/72 0.1 MI S of USH 18 to Aurora Drive
- H. Discussion and action on State Municipal Maintenance Agreement for WisDOT Project 3100-05-72 0.1 MI S of USH 18 to Aurora Drive

11. POLICE DEPARTMENT

- A. Monthly Report
- B. Discussion and action on Ordinance #145-2026 Creating and Establishing a Municipal Court and an updated Successor Agreement for the Operation of the Lake Country Municipal Court for Western Waukesha County
- C. Discussion and action on Ordinance No. 146-2026 To renumber Section 26-4 of the Code of the Village of Summit relating to unsafe driving, & create Section 26-4(2) to allow the Police Department to impound vehicles used in the commission of reckless driving
- D. Discussion and action on appointment of Village of Summit representative to the Lake Country Municipal Court Operations and Administrative Committees
- E. Discussion and action on consideration for approval of outside employment for Chief of Police Michael Hartert per Article 6. Outside Employment of the Employment Agreement
- F. Discussion and action on adoption of pay schedule for newly promoted personnel effective May 1, 2026

12. WESTERN LAKES FIRE DISTRICT

- A. Monthly Report

***NOTE: If the Village Board completes all of the above agenda items prior to 6 PM they will RECESS until 6 PM. If the Village Board does not complete all of the above agenda items prior to 6 PM, they will skip unfinished items above and consider the following agenda items at 6 PM and return to the unfinished business after the following.**

- 13. PUBLIC COMMENT – limited to 3 minutes total per person

14. VILLAGE BOARD

- A. Discussion and action on consideration of a future amendment to the text of Chapter 111 Zoning and Shoreland Protection Ordinance to incorporate event facilities uses in certain districts
- B. Discussion and action on request from Lower Nashotah Lake Association for consideration of an ordinance to restrict wake-surfing
- C. Discussion and action to set items for April 9, 2026 regular Village Board meeting

15. ADJOURN VILLAGE BOARD MEETING

Respectfully Submitted,

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

Next Regular Meeting: April 9, 2026

Posted: March 6, 2026

**** 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
 March 12, 2026 Meeting
 Prepared by Debbie Michael

Summary of February 2026 Payables

Paid Check Batches:

\$ Amount	Description
61,962.84	Mid Month checks
4,817,495.36	February Tax Settlements

Total \$ 4,879,458.20	

Batches For Payment:

\$ Amount	Description
173,076.80	February Payables
-	Credit Card

Total \$ 173,076.80	

Total February Payables for Approval: \$ 5,052,535.00

Approved by the Summit Village Board on this the 12th day of March, 2026

Engineering	\$	3,403.64
Village		655.00
Billed		2,748.64
Planning		8,340.00
Planner		5,700.00
Special Project		570.00
Billed		2,070.00
Legal	\$	21,807.10
Village		11,579.05
Billed		10,228.05

BANK 59

ALL Checks

Posted From: 2/16/2026 From Account: 100-00-11100-000-000
Thru: 3/05/2026 Thru Account: 100-00-70000-000-000

Check Nbr	Check Date	Payee	Amount
409796	2/20/2026	METLIFE	
268973		VISION SUBCODE 183	
100-00-21530-000-000		INSURANCE PAYABLE	14.16
		268973 VISION SUBCODE 183	268973 JAN 2026
100-00-21530-000-000		INSURANCE PAYABLE	14.16
		268973 SUBCODE 183 FEB 2026	02012026
		Total	28.32
409797	2/24/2026	KETTLE MORaine SCHOOL DISTRICT	
		PILT CH 70.144 AID	
100-00-59100-000-000		UNCLASSIFIED MISCELLANEOUS	62.18
		2025 AIDS PAYMENT CH 70.114	CH 70.114 2025 TY
		Total	62.18
409798	2/24/2026	OCONOMOWOC AREA SCHOOL DISTRICT	
		2025 AIDS PAYMENT CH 70.114	
100-00-59100-000-000		UNCLASSIFIED MISCELLANEOUS	10,317.08
		2025 AIDS PAYMENT CH 70.114	CH 70.114 2025 TY
		Total	10,317.08
409799	2/24/2026	WAUKESHA COUNTY TECHINCAL COLLEGE	
		2025 PILT CH 70.114 AID	
100-00-59100-000-000		UNCLASSIFIED MISCELLANEOUS	441.16
		2025 PILT CH 70.114 AID	CH 70.114 2025 TY
		Total	441.16
409800	2/24/2026	WAUKESHA COUNTY TREASURER	
		2024 CH 70.114 AIDS PAYMENT	
100-00-59100-000-000		UNCLASSIFIED MISCELLANEOUS	2,633.97
		2025 CH 70.114 AIDS PAYMENT	CH 70.114 2025 TY
		Total	2,633.97
PTAX WK8	2/20/2026	SIKICH - PAYROLL TAXES	
		PAYROLL TAXES	Manual Check
100-00-21512-000-000		FEDERAL W/H TAXES PAYABLE	7,064.42
		PAYROLL TAXES	WK 8 2026
100-00-21511-000-000		SS/MEDICARE TAXES PAYABLE	4,532.08
		PAYROLL TAXES	WK 8 2026
100-00-21511-000-000		SS/MEDICARE TAXES PAYABLE	1,059.91
		PAYROLL TAXES	WK 8 2026

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ALL Checks

Posted From: 2/16/2026 From Account: 100-00-11100-000-000
Thru: 3/05/2026 Thru Account: 100-00-70000-000-000

Check Nbr	Check Date	Payee	Amount
100-00-21513-000-000		STATE TAX W/H TAX PAYABLE	3,080.56
		PAYROLL TAXES WK 8 2026	
100-00-21511-000-000		SS/MEDICARE TAXES PAYABLE	5,591.99
		PAYROLL TAXES WK 8 2026	
Total			21,328.96

WRS JAN 2026 2/27/2026 EMPLOYEE TRUST FUNDS - RETIREMENT
GENERAL

Manual Check

100-00-53300-131-000		PUBLIC WORKS WRS	4,048.26
		GENERAL JAN 2026	
100-00-51422-131-000		VILLAGE OFFICE WRS	558.45
		GENERAL JAN 2026	
100-00-52100-131-000		POLICE WRS	596.15
		GENERAL JAN 2026	
100-00-51420-131-000		ADMIN C/T WRS	1,530.00
		GENERAL JAN 2026	
100-00-52100-131-000		POLICE WRS	20,418.31
		PROTECTIVE W/SS JAN 2026	
Total			27,151.17

Grand Total 61,962.84

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ALL Checks

Posted From: 2/16/2026 From Account: 800-00-24501-000-000
 Thru: 3/05/2026 Thru Account: 800-00-24513-000-000

Check Nbr	Check Date	Payee	Amount
409784	2/17/2026	CITY OF OCONOMOWOC - PFJSWD FINAL 2025 TAX SETTLEMENT	
800-00-24502-000-000		PABST FARMS JOINT STRMWTR DIST TAX SETTLEMENT	9,749.28
		FINAL 2025 TAX	
		Total	9,749.28
409785	2/17/2026	KETTLE MORAINES SCHOOL DISTRICT 2025 TAXES FEB SETTLEMENT	
800-00-24510-000-000		KETTLE MORAINES SCHOOL 2025 TAXES FEB SETTLEMENT	967,904.92
		FEB 2026 TAX SETTLEMENT	
		Total	967,904.92
409786	2/17/2026	LOWER GENESEE LAKE MANAGEMENT DISTRICT 2025 TAX SETTLEMENT P2	
800-00-24501-000-000		LOWER GENESEE LAKE MNGMT DIST 2025 TAX SETTLEMENT P2	6,750.00
		FEB 2026 2025 TAXES	
		Total	6,750.00
409787	2/17/2026	MIDDLE GENESEE LAKE MANAGEMENT DISTRICT 2025 TAXES FEB 2026 STTLMNT P2	
800-00-24504-000-000		MIDDLE GENESEE LAKE 2025 TAXES FEB 2026 STTLMNT P2	3,525.00
		FEB 2026 SETTLEMENT	
		Total	3,525.00
409788	2/17/2026	OCONOMOWOC AREA SCHOOL DISTRICT FEB 2026 2025 TAXES	
800-00-24511-000-000		OCONOMOWOC SCHOOL FEB 2026 2025 TAXES	2,315,793.92
		FEB 2026 TAX SETTLEMENT P2	
		Total	2,315,793.92
409789	2/17/2026	SILVER LAKE MANAGEMENT DISTRICT FEB SETTLEMENT P2	
800-00-24513-000-000		SILVER LAKE MGNMNT DIST FEB SETTLEMENT P2	1,538.90
		FEB 2026 2025 TAXES	
		Total	1,538.90
409790	2/17/2026	SILVER LAKE UTILITY DISTRICT 2025 TAX SETTLEMENT P2	
800-00-24508-000-000		SILVER LAKE UD 2025 TAX SETTLEMENT P2	2,522.79
		FEB 2026 2025 TAXES	

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ALL Checks

Posted From: 2/16/2026 From Account: 800-00-24501-000-000
 Thru: 3/05/2026 Thru Account: 800-00-24513-000-000

Check Nbr	Check Date	Payee	Amount
800-00-24508-000-000		SILVER LAKE UD	4,420.90
		2025 TAX SETTLEMENT DELQ P2	
		FEB 2026 2025 DELQ	
		Total	6,943.69
409791	2/17/2026	SUMMIT UTILITY DISTRICT #2	
		2025 TAXES FEB SETTLEMENT P2	
800-00-24503-000-000		SUMMIT UTILITY DISTRICT #2	172,731.97
		2025 TAXES FEB SETTLEMENT P2	
		FEB 2026 STTLMENT	
800-00-24503-000-000		SUMMIT UTILITY DISTRICT #2	8,027.40
		2025 TAXES FEB 2026 SETTLEMENT P2	
		FEB 2026 STTLMNT	
		Total	180,759.37
409792	2/17/2026	UPPER NEMAHBIN LAKE MANAGEMENT DISTRICT	
		2025 TAX SETTLEMENT P2	
800-00-24509-000-000		UPPER NEM LK MGMNT DIST	21,251.69
		2025 TAX SETTLEMENT P2	
		FEB 2026 2025 TAXES	
		Total	21,251.69
409793	2/17/2026	WAUKESHA COUNTY TECHINCAL COLLEGE	
		FEB SETTLEMENT P2	
800-00-24512-000-000		WAUKESHA COUNTY TECH COLL	133,478.69
		FEB SETTLEMENT P2	
		FEB 2026 2025 TAXES	
		Total	133,478.69
409794	2/17/2026	WAUKESHA COUNTY TREASURER	
		FEB 2026 TAX SETTLEMENT	
800-00-24506-000-000		WAUKESHA COUNTY	796,947.72
		FEB 2026 TAX SETTLEMENT	
		2025 TAX	
800-00-24506-000-000		WAUKESHA COUNTY	3,675.18
		FEB 2026 AG USE PENALTY	
		2025 TAX AG USE PEN	
		Total	800,622.90
409795	2/17/2026	WESTERN LAKES FIRE DISTRICT	
		2025 LEVY - CAPITAL	
800-00-24505-000-000		DUE TO WSTRN LAKES FD TAX ROLL	365,957.00
		2025 TAX SETTLEMENT CAPITAL	
		7247 FEB	
800-00-24505-000-000		DUE TO WSTRN LAKES FD TAX ROLL	3,220.00
		2025 TAX SETTLEMENT DELQ FIRE INSPECTION	
		FEB 2026 DELQ FIRE	
		Total	369,177.00

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Posted From: 2/16/2026 From Account: 800-00-24501-000-000
Thru: 3/05/2026 Thru Account: 800-00-24513-000-000

Check Nbr	Check Date	Payee	Amount
			Grand Total 4,817,495.36

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ALL Checks by Payee

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Dated From: 3/13/2026

From Account:

Thru: 3/13/2026

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
3/13/2026 10-33 VEHICLE SERVICES LLC			
SQUAD VIDEO			
400-00-57400-000-000		CAPITAL PURCHASE	652.50
		SQUAD VIDEO 4331	
100-00-52100-390-000		POLICE EXPENSE	164.75
		PRINTER REPLACEMENT 4331	
Total			817.25
3/13/2026 ACCURATE APPRAISAL LLC			
FEB 2026			
100-00-51530-290-000		ASSESSOR O/S SERVICES	2,500.00
		FEB 2026 6014	
Total			2,500.00
3/13/2026 ACE HARDWARE OF OCONOMOWOC			
SOCKET SET - TREE/VEGETATION MAINT			
100-00-53300-370-000		PUBLIC WORKS ROAD MAINTENANCE	17.99
		SOCKET SET - TREE/VEGETATION MAINT 263179	
Total			17.99
3/13/2026 BARK RIVER TREE SERVICE INC			
TREE REMOVAL NASHOTAH RD			
100-00-53300-370-000		PUBLIC WORKS ROAD MAINTENANCE	350.00
		TREE REMOVAL NASHOTAH RD 7705	
Total			350.00
3/13/2026 BIG JIM'S SMALL ENG SERV			
BAR/CHAIN OIL - TREE MAINT			
100-00-53300-370-000		PUBLIC WORKS ROAD MAINTENANCE	48.44
		BAR/CHAIN OIL - TREE MAINT 161348	
Total			48.44
3/13/2026 CITY OF OCONOMOWOC			
2026 CITIZENS ACADEMY			
100-00-52105-000-000		COMMUNITY OUTREACH PROG	100.00
		2026 CITIZENS ACADEMY INV03646	
Total			100.00
3/13/2026 CLEAN RITE SUPPLY INC			
FOLDED TOWELS			

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Dated From: 3/13/2026 From Account:
Thru: 3/13/2026 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	76.94
		FOLDED TOWELS 153732	
		Total	76.94

3/13/2026 COMPASS MINERALS AMERICA INC
ROAD SALT SEASONAL FILL 85.82 TN

100-00-53300-340-000		PUBLIC WORKS ICE & SNOW	7,286.12
		ROAD SALT SEASONAL FILL 85.82 TN 1626856	
100-00-53300-340-000		PUBLIC WORKS ICE & SNOW	5,596.61
		ROAD SALT SEASONAL FILL 65.92 TN 1625928	
		Total	12,882.73

3/13/2026 CONSOLIDATED DOORS INC
REPLACED BROKEN SPRINGS ON DOOR

100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	862.00
		REPLACED BROKEN SPRINGS ON DOOR 547047	
		Total	862.00

3/13/2026 COREY OIL LTD
376.8 GAL GAS

100-00-52100-250-000		POLICE FUEL	830.84
		376.8 GAL GAS 413610	
100-00-53300-250-000		PUBLIC WORKS FUEL	882.88
		277.2 GAL DIESEL 408573	
100-00-52100-250-000		POLICE FUEL	722.61
		310.8 GAL GAS 413949	
		Total	2,436.33

3/13/2026 DIVERSIFIED BENEFIT SERVICES INC
FEB RUN OUT AND ADMIN FEES

100-00-51600-210-000		VILLAGE HALL 3RD PARTY ADMIN	127.75
		FEB RUN OUT AND ADMIN FEES 469846	
100-00-51600-210-000		VILLAGE HALL 3RD PARTY ADMIN	-105.00
		CREDIT FOR OVERPAYMENT 469846	
		Total	22.75

3/13/2026 ELITE COLLISION REPAIR INC
FORD 2017 DPW DOOR REPAIR Previous Year Expense

100-00-53300-340-000		PUBLIC WORKS ICE & SNOW	733.60
		FORD 2017 DPW DOOR REPAIR 2825	

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From Account:

Thru: 3/13/2026

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
Total			733.60
3/13/2026 FASTENAL COMPANY			
PARTS FOR HARDWARE BINS			
100-00-53300-350-000		PUBLIC WORKS EQUIP MAINT	28.70
		PARTS FOR HARDWARE BINS WIMI5115548	
Total			28.70
3/13/2026 GENE WILBUR			
BROTHER POCKETJET 3 THERMAL PRINTER			
100-00-52100-390-000		POLICE EXPENSE	100.00
		BROTHER POCKETJET 3 THERMAL PRINTER SQUAD PRINTER	
Total			100.00
3/13/2026 GFL ENVIRONMENTAL			
JAN 2026 2305 HH			
100-00-53620-000-000		GARBAGE & RECYCLING	44,894.45
		JAN 2026 2305 HH U70000334129	
Total			44,894.45
3/13/2026 GLOBE LIFE			
SUPPLEMENTAL INS			
100-00-21530-000-000		INSURANCE PAYABLE	197.67
		SUPPLEMENTAL INS FEB 2026 31354	
Total			197.67
3/13/2026 HARTLAND OVERHEAD DOOR INC			
DPW OVERHEAD DOOR REPAIRS			
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	183.25
		DPW OVERHEAD DOOR REPAIRS 41803	
Total			183.25
3/13/2026 ITU ABSORB TECH INC			
COVERALLS			
100-00-53300-390-000		PUBLIC WORKS EXPENSE	5.15
		COVERALLS 8677807	
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	148.76
		MATS/SHOP TOWELS 8677807	
100-00-53300-390-000		PUBLIC WORKS EXPENSE	5.15
		COVERALLS 8681370	

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ALL Checks by Payee
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Dated From: 3/13/2026 From Account:
Thru: 3/13/2026 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-53300-390-000		PUBLIC WORKS EXPENSE	5.15
		COVERALLS	8688787
100-00-53300-390-000		PUBLIC WORKS EXPENSE	5.15
		COVERALLS	8685096
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	19.93
		MATS/SHOP TOWELS	8685096
Total			189.29

3/13/2026 KEN WEBER TRUCK SERVICE
TOWING F450 & LOADED TRAILER INCIDENT

100-00-53300-350-000		PUBLIC WORKS EQUIP MAINT	850.00
		TOWING F450 & LOADED TRAILER INCIDENT	59004-1
Total			850.00

3/13/2026 LF GEORGE INC
TREE MAINT/CHIPPER

100-00-53300-370-000		PUBLIC WORKS ROAD MAINTENANCE	211.00
		TREE MAINT/CHIPPER	IC01498
100-00-53300-370-000		PUBLIC WORKS ROAD MAINTENANCE	250.00
		WINCH ROPE TREE/VEGETATION MAINT	IC01452
Total			461.00

3/13/2026 MUNICIPAL INSPECTORS LLC
JAN 2026 PERMITS

100-00-52400-290-000		BUILDING INSPECT O/S SERVICES	28,330.98
		JAN 2026 PERMITS	JANUARY 2026
100-00-52400-290-000		BUILDING INSPECT O/S SERVICES	16,460.38
		FEB 2026 BLDG PERMITS	FEBRUARY 2026
Total			44,791.36

3/13/2026 MUNICIPAL LAW & LITIGATION GROUP SC
JAN/FEB 2026

100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	1,969.70
		JAN LEGAL MISC	16716
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	285.00
		TRAFFIC JAN 2026	16716
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	185.00
		PANGA	16716

Dated From: 3/13/2026 From Account:
 Thru: 3/13/2026 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	340.50
		WOLF/LANG 16716	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	160.00
		ZBA 16716	
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	235.40
		LIBBEY LITIGATION 16716	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	35.00
		ESCHWEILER - BARK RIVER CONS 16716	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	193.90
		PANGA 17030	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	125.80
		W LOEPFE CSM 17030	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	125.00
		BARK RIVER CONSERVANCY 17030	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	910.60
		WOLF/LANG 17030	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	1,456.20
		CANINE CAMPUS CUP 17030	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	143.50
		YOUNG 17030	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	262.00
		BLACK RIDGE/POUCHNIK 17030	
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	30.00
		VERIZON CELL TOWER 17030	
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	2,855.30
		LIBBEY LITIGATION 17030	
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	1,522.40
		TRAFFIC 17030	
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	872.65
		MISC LEGAL JAN/FEB 2026 17030	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	361.75
		LANG FEB 2026 17030	
Total			12,069.70

3/13/2026 MUNICIPAL LAW & LITIGATION GROUP SC

MISC LEGAL DEC 2025

Previous Year Expense

100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	988.90
		MISC LEGAL DEC 2025 16716	

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Voucher Nbr	Check Date	Payee	Amount
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	2,065.30
	TRAFFIC DEC 2025	16716	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	1,127.20
	PANGA DEC 2025	16716	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	60.00
	ZONING BOARD OF APPEALS DEC 2025	16716	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	672.50
	PABST FARMS DEC 2025	16716	
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	262.00
	WATERVILLE DAM DEC 2025	16716	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	70.00
	LOEPFTE DEC 2025	16716	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	1,062.20
	BARK RIVER CONS DEC 2025	16716	
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	492.40
	LIBBEY LITIGATION DEC 2025	16716	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	2,596.90
	COSTCO DEC 2025	16716	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	150.00
	LURVEY THE GATHERING DEC 2025	16716	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	35.00
	ZWAGERMAN DEC 2025	16716	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	155.00
	WOLF/LANG DEC 2025	16716	
Total			9,737.40

3/13/2026 NOTARY BOND RENEWAL SERVICE

NOTARY BOND BRIAN WRAALSTAD

100-00-52100-390-000		POLICE EXPENSE	30.00
	NOTARY BOND BRIAN WRAALSTAD	NOTARY BOND	
Total			30.00

3/13/2026 OLSEN SAFETY EQUIPMENT CORP

GLOVES

100-00-53300-390-000		PUBLIC WORKS EXPENSE	47.95
	GLOVES	0429417-IN	
Total			47.95

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Thru Account:

Voucher Nbr	Check Date	Payee	Amount
3/13/2026 PLANNING & ZONING LLC			
FEB 2026 PLANNING			
100-00-56301-290-000		VILLAGE PLANNER O/S SERVICES	5,700.00
		FEB 2026 PLANNING 222	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	60.00
		ROGERS 224	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	510.00
		PABST FARMS DEVELOPMENT 224	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	450.00
		W LOEPFE CSM 224	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	210.00
		WOLF/LANG CSM 224	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	390.00
		PANGA/ANDY FIEBER 224	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	30.00
		WHITESTONE 224	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	180.00
		CANINE CAMPUS 224	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	60.00
		ANDREW YOUNG 224	
100-00-56302-290-000		PLANNER SPECIAL PROJECTS	450.00
		ZONING CODE LAND USE PROJ FEB 3.75 HRS 223	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	120.00
		ANDREW POUCHNIK PROPERTY 224	
100-00-56302-290-000		PLANNER SPECIAL PROJECTS	120.00
		PABST FARMS DEV MEETING WITH CITY STAFF 231	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	60.00
		HOPE CHURCH 224	
Total			8,340.00

3/13/2026 PROHEALTH CARE

LEGAL LAB DRAW

100-00-52100-390-000		POLICE EXPENSE	39.39
		LEGAL LAB DRAW 10008915049	
Total			39.39

3/13/2026 PROPHOENIX CORPORATION

ANNUAL MAINT & SUPPORT

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Voucher Nbr	Check Date	Payee	Amount
100-00-52100-390-000		POLICE EXPENSE	7,339.72
		ANNUAL MAINT & SUPPORT	2026155
		Total	7,339.72

3/13/2026 QUALITY HYDRO, INC
REPAIRS/MAINT JD MINI

100-00-53300-350-000		PUBLIC WORKS EQUIP MAINT	1,111.72
		REPAIRS/MAINT JD MINI	31554
		Total	1,111.72

3/13/2026 R.P. LUMBER
TREATED PLYWOOD

100-00-54910-390-000		CEMETERY EXPENSE	48.99
		TREATED PLYWOOD	4720164
		Total	48.99

3/13/2026 SCOTT FISCHER
MAILBOX DAMAGE 1105 N RAVINIA VIEW LN

100-00-53300-340-000		PUBLIC WORKS ICE & SNOW	74.53
		MAILBOX DAMAGE 1105 N RAVINIA VIEW LN	03032026
		Total	74.53

3/13/2026 SECURIAN FINANCIAL GROUP INC
056302 LIFE INS

100-00-52100-132-000		POLICE INSURANCE	184.89
		056302 LIFE INS	FEB 2026
100-00-53300-132-000		PUBLIC WORKS INSURANCE	35.98
		056302 LIFE INS	FEB 2026
100-00-51420-132-000		ADMIN C/T INSURANCE	30.89
		056302 LIFE INS	FEB 2026
100-00-51422-132-000		VILLAGE OFFICE INSURANCE	11.88
		056302 LIFE INS	FEB 2026
100-00-13101-000-000		ACCOUNTS RECEIVABLE OTHER	143.28
		056302 LIFE INS	FEB 2026
		Total	406.92

3/13/2026 SHORT ELLIOTT HENDRICKSON INC
ON CALL ENG JAN 2026

100-00-53101-000-000		ENGINEERING O/S SERVICES	139.50
		ON CALL ENG JAN 2026	503536

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Voucher Nbr	Check Date	Payee	Amount
100-00-53300-345-000		PUBLIC WORKS MS4	367.00
	MS4 JAN 2026	503536	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	225.57
	ROGERS	503671	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	495.00
	PANGA	503671	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	99.00
	LURVEY - THE GATHERING	503671	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	1,067.07
	ESCHWEILER - BARK RIVER CONSERVANCY	503671	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	134.00
	COSTCO	503671	
100-00-53101-000-000		ENGINEERING O/S SERVICES	148.50
	LIBBEY LITIGATION	503671	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	396.00
	OABC	503671	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	198.00
	ZWAERMAN	503671	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	49.50
	HOPE CHURCH	503671	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	84.50
	PABST FARMS DEVELOPMENT	503671	
Total			3,403.64

3/13/2026 STANDARD INSURANCE COMPANY RC

STD LTD INS

100-00-52100-132-000		POLICE INSURANCE	766.93
	STD LTD INS	MAR 2026	
100-00-53300-132-000		PUBLIC WORKS INSURANCE	140.11
	LTD STD INS	MAR 2026	
100-00-51422-132-000		VILLAGE OFFICE INSURANCE	31.93
	STD LTD INS	MAR 2026	
100-00-51420-132-000		ADMIN C/T INSURANCE	83.49
	STD LTD INS	MAR 2026	
Total			1,022.46

3/13/2026 STOPSTICK LTD

STOP STICKS

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Dated From: 3/13/2026 From Account:
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Voucher Nbr	Check Date	Payee	Amount
100-00-52100-390-000		POLICE EXPENSE	358.00
		STOP STICKS	
		0041480-IN	
		Total	358.00

3/13/2026 STRAND ASSOCIATES INC			
N DOUSMAN RD TRL TAP			
400-00-57400-000-000		CAPITAL PURCHASE	3,290.14
		N DOUSMAN RD TRL TAP	
		0234785	
400-00-57400-000-000		CAPITAL PURCHASE	822.54
		N DOUSMAN RD TRL STEWARDSHIP	
		0234785	
		Total	4,112.68

3/13/2026 STREICHER'S			
MEDAL OF HONOR HARTERT			
100-00-52100-313-000		POLICE CLOTHING ALLOW	6.00
		MEDAL OF HONOR HARTERT	
		I1813468	
		Total	6.00

3/13/2026 SUNSET SEPTIC SERVICES			
SEPTIC SERVICES			
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	225.00
		SEPTIC SERVICES	
		I26790	
		Total	225.00

3/13/2026 TACTICAL SOLUTIONS			
CERTIFICATION OF RADAR UNITS			
100-00-52100-390-000		POLICE EXPENSE	211.00
		CERTIFICATION OF RADAR UNITS	
		11231	
		Total	211.00

3/13/2026 TOP PACK DEFENSE			
BASE SHIRT - E NEUMANN			
100-00-52100-313-000		POLICE CLOTHING ALLOW	95.19
		BASE SHIRT - E NEUMANN	
		18100	
		Total	95.19

3/13/2026 VILLAGE OF DOUSMAN			
CITATIONS JAN 2026			
100-00-45100-000-000		TRAFFIC FINES & FORFEITURE	1,150.00
		CITATIONS JAN 2026	
		JAN 2026	

Dated From: 3/13/2026 From Account:
 Thru: 3/13/2026 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
Total			1,150.00
3/13/2026 VILLAGE OF HARTLAND POLICE DEPARTMENT			
MAJOR INVESTIGATIONS UNIT DUES 2026			
100-00-52100-312-000		POLICE TRAINING & SUPPLY	750.00
		MAJOR INVESTIGATIONS UNIT DUES 2026 2026 MAJOR INV	
Total			750.00
3/13/2026 VISU-SEWER LLC			
CATCH BASIN CLEANING		Previous Year Expense	
100-00-53300-345-000		PUBLIC WORKS MS4	7,050.00
		CATCH BASIN CLEANING 39653-1	
Total			7,050.00
3/13/2026 WAUKESHA COUNTY CLERK'S OFFICE			
2025 DOG LICENSES			
100-00-52900-000-000		DOG POUND EXP	2,009.75
		2025 DOG LICENSES VSUMMIT2026	
Total			2,009.75
3/13/2026 WAUKESHA COUNTY TECHNICAL COLLEGE			
J GALLES EXCEL TRAINING			
100-00-51422-321-000		VILLAGE OFFICE DUES & TRAINING	229.00
		J GALLES EXCEL TRAINING S0887520	
Total			229.00
3/13/2026 WAUKESHA COUNTY TREASURER			
JAN 2026 PRISONER HOUSING 7 DAYS			
100-00-52100-390-000		POLICE EXPENSE	220.01
		JAN 2026 PRISONER HOUSING 7 DAYS CINV2026-00537	
Total			220.01
3/13/2026 WISCONSIN DEPARTMENT OF FINANCIAL INSTITUTION			
BRIAN WRAALSTAD NOTARY			
100-00-52100-390-000		POLICE EXPENSE	20.00
		BRIAN WRAALSTAD NOTARY NOTARY FILING FEE	
Total			20.00
3/13/2026 WISCONSIN PROFESSIONAL POLICE ASSOCIATION INC			
MAR 2026 UNION PAC 8			

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Voucher Nbr	Check Date	Payee	Amount
100-00-21550-000-000		UNION DUES	0.80
	MAR 2026	UNION PAC 8	27473
100-00-21550-000-000		UNION DUES	375.20
	MAR 2026	UNION LEER 8	27473
100-00-21550-000-000		UNION DUES	48.00
	MAR 2026	UNION ELPP 8	27473
		Total	424.00
		Grand Total	173,076.80



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

MEMORANDUM

To: Village Board

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: March 5, 2026

Re: CONSENT AGENDA - Joint Powers Agreement with Waukesha County 911

BACKGROUND: The Village enters into an annual agreement with Waukesha County related to the Emergency 9-1-1 System. This provides mutual service to other agencies within Waukesha County if requested.

ATTACHMENTS: Agreement

FISCAL IMPACT: Undetermined, based on need.

RECOMMENDATION: **AS PART OF CONSENT AGENDA - approve the Joint Powers Agreement County 9-1-1 Emergency System.**

Paul Farrow
County Executive

Gail Goodchild
Director of Emergency Preparedness

Waukesha County
Department of Emergency Preparedness
Waukesha County Communications

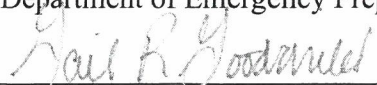
**JOINT POWERS AGREEMENT
COUNTY 9-1-1 EMERGENCY SYSTEM**

WHEREAS, Waukesha County and the municipalities located within the boundaries of Waukesha County have implemented an Emergency 9-1-1 System for the purposes of providing emergency services to residents and visitors of these municipalities, including the fire fighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Section 256.35(9), Wis. Stats, "Joint Powers Agreement," requires that in implementing a 911 system as has been done in Waukesha County, municipalities shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through the Waukesha County 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.

THEREFORE, in consideration of the mutual promises, agreements and conditions contained herein, it is hereby jointly agreed between Waukesha County and the Village of Summit, as follows:

1. That effective January 1, 2026 this Agreement shall, thereafter, be applicable on a daily basis from said date through December 31, 2026.
2. That if an emergency services vehicle operated by the municipality, or operated by an agency with which the municipality contracts for that particular emergency service, is dispatched in response to a request through the Waukesha County Emergency 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional (or as defined by contract) boundaries.
3. That a copy of this Agreement shall be filed with the State Department of Justice, as required by Section 256.35(9)(c), Wis. Stats.

Waukesha County
Department of Emergency Preparedness
 12/05/2025
Gail Goodchild Date

Village of Summit
BY: _____
Jack Riley, President Date

BY: _____
Debra Michael, Village Clerk Date



LAKE COUNTRY MUNICIPAL COURT

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

Clerk Theresa Berlin
clerk@lcmunict.org

Deputy Clerk Tracy Dricken
deputyclerk@lcmunict.com

Honorable Timothy T. Kay

www.lcmunict.com

January 30, 2026

TO: MAYOR, CHAIRS, PRESIDENTS and
LAKE COCOUNTRY MUNICIPAL COURT MUNICIPALITIES

Re: LAKE COUNTRY MUNICIPAL COURT
ANNUAL STATE OF THE COURT 2025

Dear Sir / Madam:

Please accept this letter as my Annual "State of the Court" for our Lake Country Municipal Court 2025 Year in Review. Lake Country Municipal Court (LCMC) consists of twenty-one (21) member municipalities and is the largest Joint Municipal Court in the State.

As always, my Court Clerk and staff will be coordinating with each municipality to determine whether your municipality would like myself to appear before your respective Board and provide further information in addition to this annual update. I enjoy the opportunity to appear before your Board. I would appreciate it if your Clerk could contact my Chief Clerk, Terri Berlin, at (262) 569-0920, or my office staff, at (262) 784-7110 in order to schedule an appearance.

Please feel free to re-print copies of this Annual State of the Court Report and provide copies to your Trustees, Supervisors or Alderman.

I have reviewed recent statistics and out of the 250 Municipal Courts in the State, we are the fourth largest in size by comparing number of citations and the fourth largest in revenue collected. We are only behind City of Milwaukee, City of Madison, and Mid Moraine Court.

1. VILLAGE OF PALMYRA.

The Village of Palmyra has asked to join our Lake Country Municipal Court to become our newest and 22nd member. The operations committee and administrative committee approved of the Villages request subject to the Village retaining jurisdiction over all prior citations. The next step is for our clerk to receive all other individual municipalities' signatures on our Sec. 66.03 agreement verifying each board passed the same ordinance. Secondly, we need to obtain

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 Lisbon, 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 La Belle, Village of Merton, Village of Nashotah, Village of Oconomowoc Lake, Village of Sullivan, Village of Summit, Village of Sussex, Village of Palmyra

approval from Circuit Court Chief Judge Paul Bugenhgan and The Director of State Courts, Audrey Skwierawski. I expect this to be routine.

I welcome the Village of Palmyra and they have been provided with a convenient time slot within our existing Friday morning schedules. This will cause extra work for Judge Kay and staff, but we believe we can handle the increased volume. Ultimately, we may need to add a third full-time clerk position. By all counts, we have received positive feedback from the Village of Palmyra.

2. LCMC BUDGET.

For the year 2025, we collected \$2, 302, 922 in fines. Of those funds \$1, 130,511.17 was returned to the local 21 municipalities. The Court retained \$409,064.70 for its operating expenses. Jefferson County received \$8, 544.20. Waukesha County received \$166, 999.83, and the State of Wisconsin received \$587, 802.55.

The 2026 Budget was approved at the Annual Administrative Committee meeting held on November 11, 2025. We exceeded expectations and received 97% of projected revenues. Additionally, administrative expenses were reduced for the year and the court, budget wise, essentially broke even.

All of our court costs, including salaries, insurance, rent, etc. are covered by the Court's share of citation collections. See attached pie chart. Essentially the Court retains 27% of costs collected to cover our expenses and operations. The majority of the funds are returned to your municipality. As a result, there will be no surcharge or cost imposed against member municipalities to participate in our Court. Therefore, your taxpayers will not be asked to subsidize our Lake Country Municipal Court.

3. BAILIFFS.

We are very proud of our bailiffs and they do an excellent job overseeing the court operations and ensuring the staff's safety and the public's safety. They are Lieutenant Corey Farrell, Waukesha County Capt. Michelle Loeffler, Detective Tim Whacker, Waukesha County Deputy Cassey Stat and Waukesha County Deputy Bob Krueger, and Deputy Belfore.

4. COURT STAFF.

Clerk Theresa Berlin has been our Clerk of Courts for many years. Once again, she does a

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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 La Belle, Village of Merton, Village of Nashotah,
Village of Oconomowoc Lake, Village of Sullivan, Village of Summit, Village of Sussex, Village of Palmyra*

fantastic job, along with Tracy Dricken, our full-time Deputy Clerk. We continue to utilize the services of part-time Clerks Joann Damico and Kathleen Milroy. The clerks continue to cover each other's schedules and cross-train each other's duties in the event of sickness or vacation. All four Clerks are professional and work efficiently and extremely well together, especially on our Friday Municipal Court initial appearance dates. They are able to handle the increased caseload and we continue to process approximately 15,000 plus cases per year.

5. ADMINISTRATIVE.

Former Chief Donald Wiemer continues to provide invaluable guidance as our LCMC Administrator. He oversees the development of the budget and has done an excellent job coordinating efforts to include the Village of Palmyra.

A big thank you to Capt. Lisa Panas, who is our chairperson of our Operation's Committee. We meet monthly in order to pay bills and discuss current topics for court operations. We are joined monthly by other chiefs including Chief Michael Hartert, Chief Torin Misko, and Chief Daniel Carney.

6. IN CONCLUSION.

We continue to be the largest joint Municipal Court in the state. In comparing our court to all municipal courts in the state of Wisconsin, we are fourth in the state, comparing volume and revenue only behind Milwaukee, Madison and Mid Moraine. We have an excellent reputation with Law Enforcement and with the citizens who appear.

I always enjoy preparing this Annual Update "State of the Court" report in order to keep you and your citizens fully apprised. I would like the opportunity to appear before your respective Boards. I would appreciate if you could have your Clerks distribute copies of this report with attachments to your elected officials, including aldermen, supervisors, and trustees, as well as police chiefs and police personnel.

Thank you for reviewing this Annual "State of the Court" report. I look forward to serving your community.

*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 Lisbon, 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 La Belle, Village of Merton, Village of Nashotah,
Village of Oconomowoc Lake, Village of Sullivan, Village of Summit, Village of Sussex, Village of Palmyra*

January 30, 2026
Annual Report for Year 2025
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LAKE COUNTRY MUNICIPAL COURT
630 E. Wisconsin Avenue
Oconomowoc, WI 53066

Very truly yours,

LAKE COUNTRY MUNICIPAL COURT

/s/ Timothy T. Kay

Hon. Timothy T. Kay
Municipal Judge

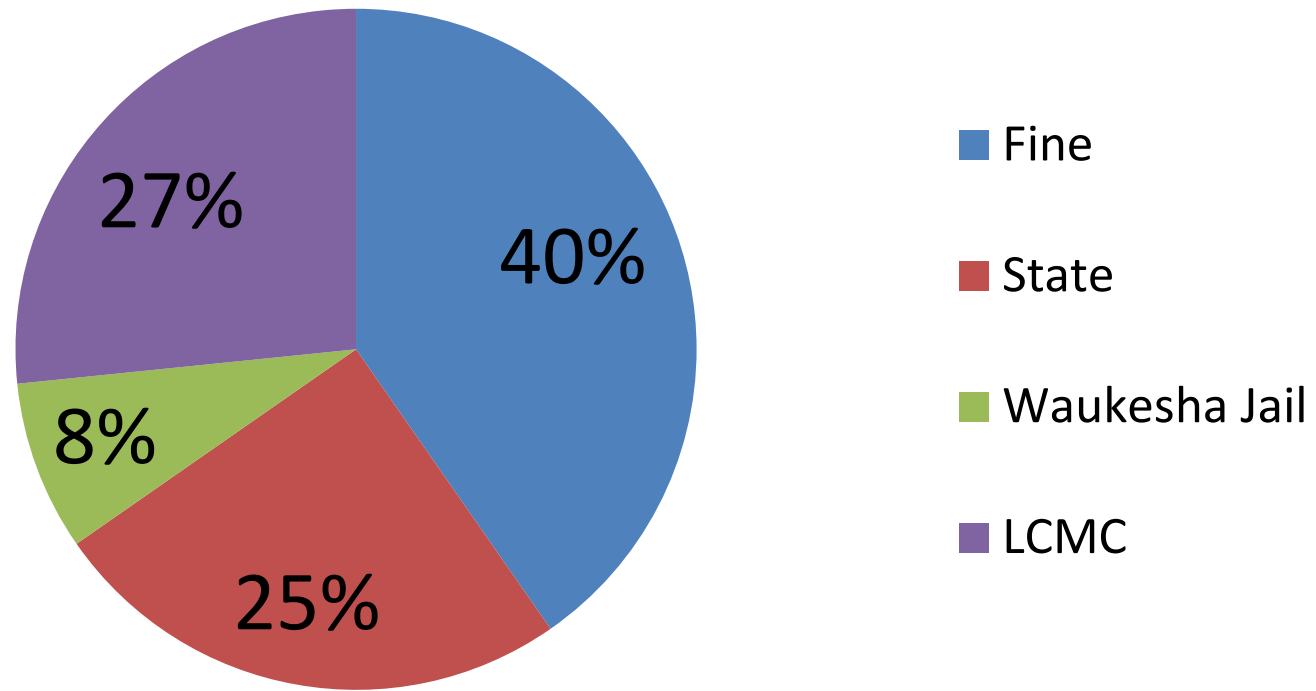
TTK/jmr

Enc.

cc: LCMC Administrators
LCMC Chiefs
LCMC Municipal Clerks
LCMC Prosecutors

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 Lisbon, 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 La Belle, Village of Merton, Village of Nashotah,
Village of Oconomowoc Lake, Village of Sullivan, Village of Summit, Village of Sussex, Village of Palmyra*

LCMC Breakdown of Forfeiture



For example, a \$50 dollar ***fine*** plus costs mandated by statute totals a \$124 ***forfeiture***.

Fine	State	County	LCMC	Total forfeiture
\$50	\$31	\$10	\$33	\$124

All ***fine*** dollars are returned in full to the 21 municipal members; i.e. no costs to the taxpayers.



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

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MEMORANDUM

To: Village Board

From: Administrator-Clerk/Treasurer Michael

Date: March 5, 2026

Re: **CONSENT AGENDA - 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

Deputy Clerk LaValliere received correspondence from two additional people who have expressed interest in working elections in Summit.

We would like to have them added to our appointed list.

ATTACHMENTS: None

RECOMMENDED MOTION: **As Part of Consent Agenda:** *to approve Bill Mertens and Vikki Challoner to serve as Election Inspectors in the Village of Summit for a term of March 13, 2026 – December 31, 2027.*



Chief Michael Hartert
mhartert@summitpdwi.gov
Phone: 262-567-1134
Fax: 262-468-4976

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

March 6, 2026

Village of Summit Trustees
37100 Delafield Road
Summit, WI 53066

Gentlemen,

It has been by great honor to be the Chief of Police in this community for the past 12 and-a-half years. Over that time period, it was my mission to move the Department forward in knowledge, engagement, tactics and equipment. I like to think that I have accomplished what I set out to do. The only way my mission could become reality was with the partnership of our personnel and community, and the backing of the Police Commission and the Village Board.

A few highlights would be the collaborative effort which led to this state-of-the-art building. The portions utilized by the Police Department are not only esthetically pleasing, but promote efficiency and safety.

The training program for our personnel has taken great strides forward. We added a Patrol Sergeant and split the supervisors among all shifts so that officers can be guided in the field. We also started a uniformed Detective position which has led to the successful investigation of many crimes and the arrest of those responsible. These investigations/arrests led to homicide arrests in 4 cases, and multi-jurisdictional gang-drug arrests. We've cross-trained our Officers in several disciplines, including Sexual Assault Investigations, Narcotics Investigations, Active Assailants, Cybercrimes, Peer Support, Crime Scene Photography and Scene Processing, just to name a few. Every Officer is trained in Crisis Intervention and Deescalation Skills.

We work within the community to offer classes on Fraud, Security and Active Assailant Tactics, as well as participating in many community events as part of our Outreach Program. Based on our training and experiences, we've counselled many families experiencing addiction, mental health issues, or developmental disabilities. Many times, we are able to stabilize these situations and put the family in touch with professional services to provide lasting assistance. We also work collaboratively with our fellow agencies, which is evidenced by our participation in the Drug Task Force (SE Wisconsin), Major Investigative Unit (Lake Country) and Internet Crimes Against Children (ICAC)(State-wide). We have personnel on the Boards of the Lake Country Municipal Court, Law Enforcement Officers Training Association and the SE Wisconsin Crisis Intervention Collaborative to name a few.

We also put an emphasis on Officer Wellness. We have a Department Chaplain as well as several officers who are trained in Peer Support and Major Incident Debriefing. Additionally, each year we send every Department member – including officers, clerk, command staff – to a meet with a therapist who specializes in law enforcement issues.

Finally, in regards to equipment, we have upgraded to essential items which enhance safety. Examples would be all new Automated External Defibrillators (AED) in every patrol car (replacing some as old as 20 years); Ballistic Shields in every squad; a Ballistic Vest for every officer (on a 5-year replacement schedule); lighter and more ergonomic rifles with state-of-the-art optics; handguns with lower recoil and state-of-the-art optics; less-lethal Tasers; and multiple enhancements to squad vehicles, including squad video cameras, to provide more safety and efficiencies.

Moving forward, it's time for new leadership to take over and continue making this Department the best it can be. The Police Commission has already approved the promotion of Brian Wraalstad from Captain to Chief effective May 1, 2026. Brian has been my right-hand man for several years and he is a great leader. I feel confident that this great Department will become even greater in his capable hands.

Therefore, please accept this letter as my retirement from law enforcement and the Summit Police Department effective April 30, 2026.

I truly thank the Village Board, Police Commission, Village Staff and my outstanding Police Staff for assisting me in achieving my goals and, ultimately making our community a better and safer place to live, work and play.

Sincerely,

Michael Hartert
Chief of Police



VILLAGE OF SUMMIT BOARD ZONING REPORT

TO: Village Board

FROM: Amy Barrows, Village Planner
Planning & Zoning LLC

MEETING DATE: March 12, 2026

RE: **William Loepfe CSM**

- 34311 Valley Road (SUMT0624999001), owned by William & Megahn Loepfe
- Unidentified address (SUMT0625991), owned by Carola Kappus Loepfe Trust C-U The Elizabeth J Bostrom Living Trust
- Unidentified address (SUMT0624999003), owned by Carola Kappus Loepfe Trust C-U The Elizabeth J Bostrom Living Trust

The following report is provided for cursory review prior to action. Specifics relating to the submitted documents of this application may be referenced in the Meeting Packet.

POSSIBLE MOTION: *Approve the Certified Survey Map to reconfigure three lots into two lots, subject to the following conditions:*

- A. APPROVALS FROM ALL OBJECTING AND APPROVING BODIES:** *Petitioner shall satisfy all comments, conditions and concerns of Waukesha County Department of Public Works, and the Village Engineer, Surveyor, and Planner prior to approval of the final Certified Survey Map.*
- B. SUBJECT TO REIMBURSEMENT OF EXPENSES.** *As a condition precedent to this conditional CSM approval taking effect, the Petitioner shall pay all fees, costs, and assessments due and owing to the Village of Summit, and for reimbursement of any expenses, costs and disbursements which have been incurred by the Village of Summit in the drafting, review or enforcement of this conditional CSM approval, including without limitation by reason of enumeration, design, engineering, inspection and legal work.*
- C. UTILITY CONNECTION FEES.** *As a condition precedent to this conditional CSM approval taking effect, the Petitioner shall pay all utility connection fees owed to the Village of Summit. Note: **The petitioner is not developing Lot 2. Therefore, this condition does not apply.***
- 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.*

PLAN COMMISSION RECOMMENDATION:

At their meeting on February 26, 2026, the Plan Commission unanimously recommended approval of the Certified Survey Map subject to compliance with the conditions stated in the possible motion of this report.

LOT DESCRIPTIONS:

Existing Conditions: 34311 Valley Road (SUMT0624999001), home site property, owned by William & Megahn Loepfe

Lot Size: 2 acres

Zoning: R-2 Country Residential, WC Wetland Conservancy, EC Environmental Corridor Overlay (1.5-acre lots size/2-acre density)

Land Use Plan: SF Residential 1.6-acre density, Wetland, PEC

Existing Conditions: Unidentified address (SUMT0625991), open space, owned by Carola Kappus Loepfe Trust C-U The Elizabeth J Bostrom Living Trust

Lot Size: 12.6 acres

Zoning: R-2 Country Residential, WC Wetland Conservancy, FO Floodplain, EC Environmental Corridor Overlay (1.5-acre lots size/2-acre density)

Land Use Plan: SF Residential 1.6-acre density, Wetland, PEC

Existing Conditions: Unidentified address (SUMT0624999003), open space, owned by Carola Kappus Loepfe Trust C-U The Elizabeth J Bostrom Living Trust

Lot Size: 16.5 acres

Zoning: R-2 Country Residential, WC Wetland Conservancy, FO Floodplain, EC Environmental Corridor Overlay (1.5-acre lots size/2-acre density)

Land Use Plan: SF Residential 1.6-acre density, Wetland, PEC

Proposed Lot 1:

Lot Size: 4 acres, including the wetland. The wetland (19,000 sq. ft.) is excluded from the lot size and density calculations. The lot has 158,504 sq. ft., 3.64 acres, of upland acreage.

Lot Width: Approximately 570 ft. of lot width

Proposed Lot 2:

Lot Size: 27.56 acres, including the wetland and floodplain. The wetland and floodplain (approx. 220,000 sq. ft.) are excluded from the lot size and density calculations. The lot has 5 acres of upland acreage.

Lot Width: More than 1,200 ft. of lot width

SUMMARY:

The applicant is proposing to consolidate three lots into two lots to accommodate the construction of a detached garage on Lot 1. Lot 2 would remain as a lot consisting largely of wetland, primary environmental corridor, and floodplain. The applicant is aware that Lot 2 is not buildable in the future. The intent is to create one large conservation area on Lot 2. The consolidation allows for most of the existing driveway to be located on the property it serves. The applicant has an existing easement for access to Valley Road from the adjacent property to the southeast.

CONSIDERATIONS:

Access and Frontage: Lot 1 has frontage and access on Valley Road. Access is currently provided via an easement from the adjacent property to the east, but access could be provided directly to the lot if necessary. Lot 2 has frontage on Valley Road and N. Cedar Ridge Road. Access from Cedar Ridge Road is not practical due to the wetland, floodplain, and environmental corridor. The applicant would need to request access from Valley Road from the Waukesha County Department of Public Works.

Lot Area: Lots 1 and 2 will comply with the minimum lot size and width standards of the R-2 Country Residential and E-C Environmental Corridor Overlay District requirements. The applicant is not proposing to increase density. In fact, the applicant is requesting a reconfiguration of three lots to two lots.

The R-2 District requires that the lot size be a minimum of 1.5 acres, the density not exceed 1 unit per 2 acres, and the width be at least 180 ft. The E-C District does not have a minimum lot size or width, but requires that the density of parcels or dwelling units not exceed one unit per five acres of corridor area. When consideration is only given to upland acreage, there is only enough acreage for one dwelling unit in the environmental corridor.

The Village’s Future Land Use Map designates the properties as SF Residential 1.6-acre density, Wetland, and PEC. Again, the applicant is not proposing to increase the density as part of this land division.

Sanitary Sewer System: The properties are in the Utility District #2. Lot 1 is currently served by sanitary sewer.

Water System: Lot 1 is currently served by a private well.

Natural Resources: There are mapped floodplain, wetland, and PEC on both properties. Lot 2 has frontage on Upper Nemahbin Lake. Construction will be required to comply with wetland setbacks and PEC disturbance requirements.

WAUKESHA COUNTY DEPARTMENT OF PUBLIC WORKS COMMENTS: Waukesha County Department of Public Works does not have any comments related to the CSM.

ENGINEER/SURVEYOR COMMENTS: The most recent Engineer/Surveyor review letter is dated March 3, 2026. All previous comments have been addressed. *The comments are based on the Certified Survey Map prepared on March 2, 2026. The applicant submitted a revised Certified Survey Map on March 5, 2026 to address the planner comments. These changes do not impact the engineer/surveyor review.*

PLANNER COMMENTS (based on the Certified Survey Map revised on 3/5/2026):

All comments have been addressed.

Below are planner comments provided based on previous versions of the Certified Survey Map. *Again, these comments have been addressed.*

- A note shall be added on the face of Lot 2 of the CSM and in the notes that states that Lot 2 is not buildable. The note shall state “Lot 2 is not buildable per Village of Summit density requirements for PEC, which limits density/building sites to one unit per five acres of upland acreage.”
- The word “and” shall be removed between “map” and “shall” in the title of restrictions on sheet 3.
- If there is a mortgage, a mortgagee certificate is required.

Loepfe CSM

ATTACHMENTS:

Engineer/Surveyor Comments 3/3/2026 & 2/9/2026
Revised Certified Survey Map 3/5/2026

FISCAL IMPACT:

The lot consolidation provides a building envelope for the construction of a garage, which will ultimately increase the value of Lot 1. There are no fiscal costs to the Village.



Building a Better World
for All of Us®

March 3, 2026

RE: Village of Summit
25134 North CSM Approval
SEH No. 176551 Task 72

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 Carola Kappus Loepke Trust, The Elizabeth J Bostrom Living Trust (William Loepfe) and prepared by Matthew O'Rourke of LandTech Surveying. The reviewed CSM is dated March 2, 2026.

The CSM dated March 2, 2026 addresses our previous comments and we recommend approval.

Please do not hesitate to contact me with any questions or comments at 715.720.6308 or jcance@sehinc.com.

Sincerely,

A handwritten signature in black ink that reads "Jason Cance".

Jason Cance, PLS
(Lic. WI)

btp

CC: Lori Smith, Land Tech
Matt O'Rourke, Land Tech

x:\pts\summ\176551\task 72 - 25134 north csm review\corr\review letters\25134 north csm recommended approval letter_village of summit_2026-03-03.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

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February 9, 2026

RE: Village of Summit
25134 North CSM Review
SEH No. 176551 Task 72

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

Dear Ms. Barrows:

We have reviewed the Certified Survey Map for Carola Kappus Loepke Trust, The Elizabeth J Bostrom Living Trust (William Loepfe) and prepared by Matthew O'Rourke of LandTech Surveying. The reviewed CSM is dated June 27, 2025. We have also included the CSM mark-ups to aid in the revisions. We offer the following comments:

1. In the CSM header on all pages, and in the description, the wrong range is called out. It should be Range 17 East instead of Range 18 East.
2. There needs to be a 3"x3" square reserved in the upper right corner of the first page for the Register of Deeds recording information.
3. There are a few cases of symbols and text overlapping on the map.
4. When the OHWM is listed as approximate it should contain the label "APPROXIMATE ORDINARY HIGH WATER MARK IS SHOWN FOR REFERENCE ONLY".
5. In the easement detail on Sheet 2 the sub distances do not add up to the total distance.
6. In the curve data table, there are several instances of the tangents not matching the data in the line table. We are not sure if these curves are all not tangent or if they need to be recalculated.
7. The delta angle for curve C6 does not compute with the tangent data given.
8. At the end of the legal descriptions, under the surveyor's certificate, there appears to be several discrepancies from data shown on the map. We are not sure which set of data is correct, the surveyor needs to check and verify.
9. The total area shown in the description does not match the areas shown on the face of the map when added up.

Please do not hesitate to contact me with any questions or comments at 715.720.6308 or jcance@sehinc.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Cance".

Jason Cance, PLS
(Lic. WI)

btp

x:\p\sl\summ\176551\task 72 - 25134 north csm review\corr\review letters\25134 north csm review letter_village of summit_2026-02-09.docx

Engineers | Architects | Planners | Scientists

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

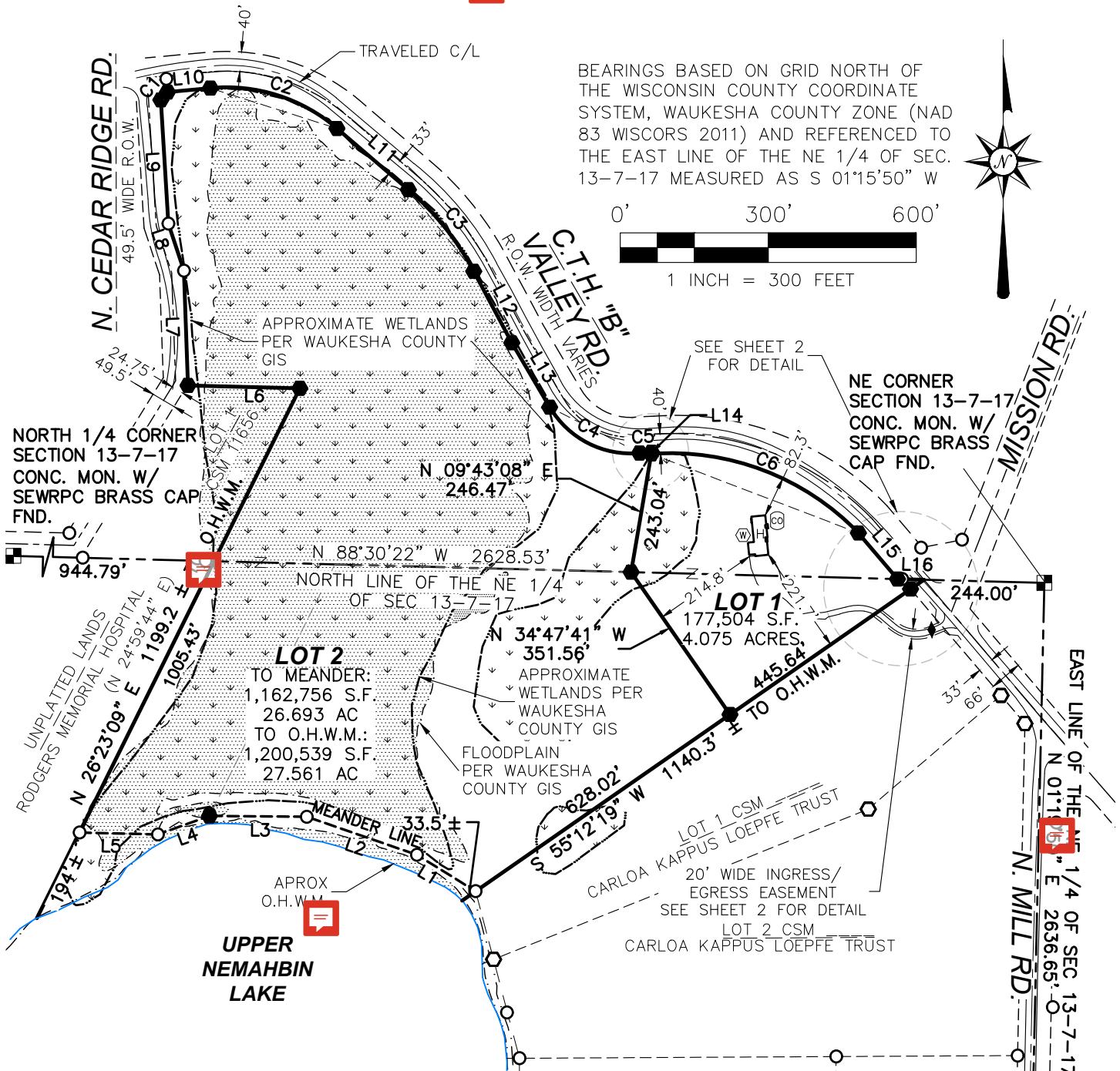
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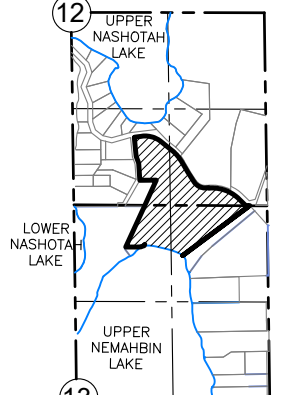
PRELIMINARY

WAUKESHA CO. CERTIFIED SURVEY MAP NO.

LOT 1 OF CSM 2961, RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE AS DOCUMENT NO. 999407, LOT 2 OF CSM 11656, RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE AS DOCUMENT NO. 4321576 AND UNPLATTED LANDS BEING A PART OF THE SE 1/4 & SW 1/4 OF THE SE 1/4 OF SECTION 12 & PART OF THE NE 1/4 & NW 1/4 OF THE NE 1/4 OF SECTION 13, TOWNSHIP 7 NORTH, RANGE EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN



VICINITY MAP



LEGEND

- SECTION CORNER MONUMENT
- FOUND 3/4 REBAR OR NOTED
- FOUND 1" IRON PIPE OR NOTED
- SET 0.75" O.D. X 18" REBAR
- WEIGHING 1.502 LBS/FT.
- SEPTIC CLEANOUT
- WELL
- HOUSE
- DRIVEWAY LOCATION
- FLOODPLAIN
- WETLANDS
- RECORD DIMENSION

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



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

DATED 06/27/2025
JOB# 25134
SHEET 1 OF 5

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

WAUKESHA CO. CERTIFIED SURVEY MAP NO. _____

LOT 1 OF CSM 2961, RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE AS DOCUMENT NO. 999437, LOT 2 OF CSM 11656, RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE AS DOCUMENT NO. 4321576 AND UNPLATTED LANDS BEING A PART OF THE SE 1/4 & SW 1/4 OF THE SE 1/4 OF SECTION 12 & PART OF THE NE 1/4 & NW 1/4 OF THE NE 1/4 OF SECTION 13, TOWNSHIP 7 NORTH, RANGE _____ EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 58°12'53" W	140.07'
L2	N 70°53'45" W	236.18'
L3	N 89°32'48" W	197.29'
L4	S 70°16'21" W	111.15'
L5	N 88°37'18" W	159.17'
L6	N 88°30'35" W	226.76'
L7	N 02°02'46" W	233.08'
L8	N 18°18'45" W	100.36'
L9	N 03°28'38" W	251.23'
L10	N 84°43'34" E	87.28'
L11	S 49°21'21" E	190.75'
L12	S 28°04'51" E	164.31'
L13	S 30°24'34" E	151.48'
L14	S 09°43'08" W	3.43'
L15	S 40°22'17" E	125.15'
L16	S 88°30'22" E	53.71'

RECORD LINE TABLE

LINE	BEARING	DISTANCE
(L4)	(S 69°01'45" W)	(104.56)
(L5)	(N 89°47'12" W)	
(L6)	(N 89°42'43" W)	
(L7)	(N 03°08'55" W)	(232.87')
(L8)	(N 19°47'50" W)	
(L9)	(N 04°57'43" W)	(250.77')
(L10)	(N 83°14'29" E)	(101.82')
(L11)	(S 50°50'26" E)	
(L12)	(S 29°33'56" E)	
(L13)	(S 31°53'39" E)	
(L14)	(S 08°30'47" W)	
(L15)	(S 44°22'10" E)	(121.24')

CURVE TABLE

CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	15.00'	88°12'12"	23.09'	20.88'	S 40°37'28" W	S 84°43'34" W	S 03°28'38" E
C2	345.00'	45°56'36"	276.64'	269.29'	N 72°19'39" W	N 49°21'21" W	S 8°03" W
C3	574.00'	21°16'32"	213.14'	211.92'	N 38°43'06" W	N 28°04'50" W	N 4°22" W
C4	190.00'	65°08'43"	216.03'	204.58'	S 62°58'55" E	S 30°33" W	N 84°26'44" E
C5	537.00'	2°35'51"	24.34'	24.34'	S 86°27'20" W	S 87°33" W	S 85°09'24" W
C6	530.00'	50°09"	463.92'	449.25'	N 69°06'41" W	N 44°02'33" W	S 85°48'44" W

RECORD CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
(C1)		(24.08')	(21.58')	(N 39°02'45" E)	(91°59'04")
(C2)				(S 73°48'44" E)	
(C3)				(S 40°12'11" E)	(21°16'30")
(C4)				(S 64°28'00" E)	(65°08'42")
(C5)		(22.57')	(22.57')	(N 84°52'34" E)	(02°24'29")
(C6)		(459.34')	(445.09)	(N 69°11'52" W)	(24°49'42")

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:

1. GRADING AND FILLING ARE PROHIBITED.
2. THE REMOVAL OF TOPSOIL OR OTHER EARTHEN MATERIALS IS PROHIBITED.
3. 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 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.
4. GRAZING BY DOMESTICATED ANIMALS, I.E., HORSES, COWS, ETC., SHALL BE DISCOURAGED TO THE GREATEST EXTENT POSSIBLE.
5. THE INTRODUCTION OF PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT OF THE WETLAND AND/OR ENVIRONMENTAL CORRIDOR IS PROHIBITED.
6. 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.
7. THE CONSTRUCTION OF BUILDINGS WITHIN THE WETLAND IS PROHIBITED.

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.
- ENTIRE LOT LIES WITHIN ENVIRONMENTAL CORRIDOR PER WAUKESHA COUNTY GIS. THE VILLAGE OF SUMMIT MAY REQUIRE A DELINEATION OF THE ENVIRONMENTAL CORRIDOR FOR BUILDING PERMIT PURPOSES.

WAUKESHA CO. CERTIFIED SURVEY MAP NO. _____

LOT 1 OF CSM 2961, RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE AS DOCUMENT NO. 999437, LOT 2 OF CSM 11656, RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE AS DOCUMENT NO. 4321576 AND UNPLATTED LANDS BEING A PART OF THE SE 1/4 & SW 1/4 OF THE SE 1/4 OF SECTION 12 & PART OF THE NE 1/4 & NW 1/4 OF THE NE 1/4 OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 17 EAST, 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 LAND BEING LOT 1 OF CSM 2961, RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE AS DOCUMENT NO. 999437, LOT 2 OF CSM 11656, RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE AS DOCUMENT NO. 4321576 AND UNPLATTED LANDS BEING A PART OF THE SOUTHEAST 1/4 & SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12 & PART OF THE NORTHEAST 1/4 & NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 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 N 88°30'22" W, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 13, 244.00 FEET TO THE POINT OF BEGINNING; THENCE S 55°12'19" W, 1,106.81 FEET TO THE BEGINNING OF A MEANDER LINE OF UPPER NEMAHBIN LAKE, SAID POINT LYING S 55°12'19" W, 33.4 FEET MORE OR LESS FROM THE ORDINARY HIGH WATER MARK OF UPPER NEMAHBIN LAKE; THENCE ALONG THE MEANDER LINE OF UPPER NEMAHBIN LAKE FOR THE FOLLOWING 5 COURSES: 1.: THENCE N 58°12'53" W, 140.07 FEET; 2.: THENCE N 70°53'45" W, 236.18 FEET; 3.: THENCE N 89°32'48" W, 197.29 FEET; 4.: S 70°16'21" W, 111.15 FEET; 5.: THENCE N 88°37'18" W, 159.17 FEET TO THE WEST LINE OF LOT 2 OF CSM 11656 AND END OF THE MEANDER LINE, SAID POINT LYING N 26°23'09" E, 194 FEET MORE OR LESS FROM THE APPROXIMATE ORDINARY HIGHWATER MARK OF UPPER NEMAHBIN LAKE; THENCE ALONG THE WEST LINE OF LOT 2 OF CSM 11656 FOR THE FOLLOWING 2 COURSES: 1.: THENCE N 26°23'09" E, 1,005.43 FEET; 2.: THENCE N 88°30'35" W, 226.76 FEET TO THE EAST RIGHT-OF-WAY OF NORTH CEDAR RIDGE ROAD; THENCE ALONG THE EAST RIGHT-OF-WAY OF NORTH CEDAR RIDGE ROAD AND WEST LINE OF LOT 2 OF CSM 11656 FOR THE FOLLOWING 4 COURSES: 1.: THENCE N 02°02'46" W, 233.08 FEET; 2.: THENCE N 18°18'45" W, 100.36 FEET; 3.: THENCE N 03°28'38" W, 251.23 FEET; 4.: THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 23.09 FEET, WITH A RADIUS OF 15.00 FEET, WITH A CHORD BEARING OF N 40°37'28" E, WITH A CHORD LENGTH OF 20.88 FEET TO THE SOUTH RIGHT OF WAY OF C.T.H. "B" ALSO KNOWN AS VALLEY ROAD; THENCE ALONG THE SOUTH RIGHT OF WAY OF C.T.H. "B" ALSO KNOWN AS VALLEY ROAD FOR THE FOLLOWING 11 COURSES: 1.: THENCE N 84°43'34" E, 87.28 FEET; 2.: THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 276.64 FEET, WITH A RADIUS OF 345.00 FEET, WITH A CHORD BEARING OF S 72°19'39" E, WITH A CHORD LENGTH OF 269.29 FEET; 3.: THENCE S 49°21'21" E, 190.75 FEET; 4.: THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 213.14 FEET, WITH A RADIUS OF 574.00 FEET, WITH A CHORD BEARING OF S 38°43'06" E, WITH A CHORD LENGTH OF 211.92 FEET; 5.: THENCE S 28°04'51" E, 164.31 FEET; 6.: THENCE S 30°24'34" E, 151.48 FEET; 7.: THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 216.03 FEET, WITH A RADIUS OF 190.00 FEET, WITH A CHORD BEARING OF S 62°58'55" E, WITH A CHORD LENGTH OF 204.58 FEET; 8.: THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 24.34 FEET, WITH A RADIUS OF 537.00 FEET, WITH A CHORD BEARING OF N 86°27'20" E, WITH A CHORD LENGTH OF 24.34 FEET; 9.: THENCE S 09°43'08" W, 3.43 FEET; 10.: THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 462.67 FEET, WITH A RADIUS OF 530.00 FEET, WITH A CHORD BEARING OF S 69°10'45" E, WITH A CHORD LENGTH OF 448.12 FEET; 11.: THENCE S 40°22'17" E, 123.85 FEET TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 13; THENCE S 88°30'22" E, 53.71 FEET ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 13, 53.71 FEET TO THE POINT OF BEGINNING



DESCRIBED LANDS HAVING AN AREA OF 1,300.43 SQUARE FEET OR 31.636 ACRES MORE OR LESS INCLUDING THE LANDS LYING BETWEEN THE MEANDER LINE AND THE ORDINARY HIGH WATER 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. _____

LOT 1 OF CSM 2961, RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE AS DOCUMENT NO. 999437, LOT 2 OF CSM 11656, RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE AS DOCUMENT NO. 4321576 AND UNPLATTED LANDS BEING A PART OF THE SE 1/4 & SW 1/4 OF THE SE 1/4 OF SECTION 12 & PART OF THE NE 1/4 & NW 1/4 OF THE NE 1/4 OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 18 _____ ST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN



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 _____

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, ADMINIATRATOR-CLERK/TREASURER



VILLAGE OF SUMMIT BOARD ZONING REPORT

TO: Village Board

FROM: Amy Barrows, Village Planner
Planning & Zoning LLC

MEETING DATE: March 12, 2026

RE: **Lang Certified Survey Map**

- 830 N. Sawyer Road, SUMT0674031003
- Unassigned, SUMT0674031004

The following report is provided for cursory review prior to action. Specifics relating to the submitted documents of this application may be referenced in the Meeting Packet.

POSSIBLE MOTION: *Approve the Certified Survey Map, subject to the following conditions:*

- A. APPROVALS FROM ALL OBJECTING AND APPROVING BODIES:** *Petitioner shall satisfy all comments, conditions and concerns of Waukesha County Department of Public Works, and the Village Engineer, Surveyor, and Planner prior to approval of the final Certified Survey Map.*
- B. SUBJECT TO REIMBURSEMENT OF EXPENSES.** *As a condition precedent to this conditional CSM approval taking effect, the Petitioner shall pay all fees, costs, and assessments due and owing to the Village of Summit, and for reimbursement of any expenses, costs and disbursements which have been incurred by the Village of Summit in the drafting, review or enforcement of this conditional CSM approval, including without limitation by reason of enumeration, design, engineering, inspection and legal work.*
- C. UTILITY CONNECTION FEES.** *As a condition precedent to this conditional CSM approval taking effect, the Petitioner shall pay all utility connection fees owed to the Village of Summit. Note: **The properties are served by private sewerage systems. Therefore, this condition does not apply.***
- 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. DECLARATION OF RESTRICTIONS.** *In accordance with Declaration of Restrictions Document # 4823800, a financial guarantee for the cost of the additional Isolated Natural Resource Area site preparation and installation, plus 15%, shall be submitted to the Village of Summit prior to the rezone creating additional Isolated Natural Resource Area being effective and prior to the Certified Survey Map being recorded that creates an Outlot and identifies the newly created EC Environmental Corridor Overlay District.*
- F. ONE YEAR TO SATISFY CONDITIONS.** *Subject to the Petitioner satisfying all of the aforementioned conditions within one year of the Village Board granting conditional final approval of the CSM.*

SUMMARY:

Existing Zoning: R-2 Country Residential (1.5-acre lot size/density of 1 unit/90,000 sq. ft.) & EC Environmental Corridor Overlay; *recently expanded EC Environmental Corridor Overlay to include an additional 3.195 acres.*

Land Use Plan: SF Residential 1.6-acre density & Isolated Natural Resource Area (INRA)

Adjacent Land Uses		Zoning
N	Residential	R-2
South	Residential	R-2/EC
East	Residential	R-2/EC
West	Vacant (approved CU as part of quarry)	A-1/WL/EC

Mr. Lang created a 4-lot CSM in 2018 (CSM #11759), inclusive of lands that were otherwise required to remain in open space as part of the Shakerville Subdivision approved and recorded in 1987. The Shakerville Subdivision was part of a Planned Unit Development (PUD). One of the conditions of the PUD was that an open space easement be recorded at time of recording the plat that limited the use of the outlot (11.4 acres; now part of Lot 4 CSM # 11759) for recreational purposes, for aesthetic enhancement of the surrounding subdivision, and for growing agricultural crops only. The easement was never recorded. The unrecorded easement is included in the packet.

It has since been determined that the 4-lot CSM recorded in 2018 would result in a density of more than one unit per five acres of environmental corridor (INRA) if all lots within CSM are developed with a residential unit. Lots 1 and 3 of CSM #11759 have already been developed and Lot 4 of CSM #11759 has an available building envelope located outside of the environmental corridor. Lot 2 of CSM #11759 is currently unbuildable due to the density restriction. There are currently two homes in the environmental corridor and 11.8 acres of environmental corridor area, whereas 15 acres of corridor is required for the construction of a third residence.

The applicant is proposing to resolve the matter by increasing the area of environmental corridor by 3.195 acres so that there is at least 15 acres of environmental corridor, accommodating three residential units from the original 4-lot CSM. The property owner of Lot 4 of CSM #11759 agreed to work with Southeastern Wisconsin Regional Planning Commission, the agency that establishes the environmental corridor boundaries, to determine the recommended actions that should be taken to establish additional environmental corridor, in this case INRA. SEWRPC agreed to a proposal to create a natural prairie. The applicant submitted an Environmental Corridor Overlay District Specifications Report, which includes site planning, installation, monitoring and maintenance. The report with related restrictions was reviewed and approved by the Village and SEWRPC and has been recorded with the Waukesha County Register of Deeds (Document # 4823800).

As part of increasing the area of the Environmental Corridor Overlay District (INRA), staff has requested that the applicant create a new CSM that further divides Lot 4 of CSM #11759 to re-create the 11.4-acre outlot that was intended to be preserved for open space purposes as part of the Shakerville Subdivision. The applicant has

submitted a preliminary CSM that includes an 11.8-acre outlot. The CSM also indicates the location of the additional environmental corridor (INRA). Resource restriction notes are included. No additional development sites are proposed as part of the CSM, other than the development of the newly proposed Lot 2 (portion of former Lot 4 of CSM #11759). Development of proposed Lot 2 will be required to be located outside of the INRA.

The Plan Commission and Village Board reviewed a similar CSM in 2024. However, Lot 2 of CSM #11759 has been sold and that owner is no longer involved in the proposal. Therefore, the applicant has removed Lot 2 of CSM#11759.

Utilities: The area is served by private sewage systems and wells. No new buildable lots are being created as part of this CSM. Each lot was tested for soil suitability prior to the recording of the existing CSM. Prior to the issuance of any building permits to construct a residence, a copy of a Sanitary Permit will be required from the Waukesha County Environmental Health Division.

Traffic, Access, & Frontage: All lots have frontage on a public road. The Waukesha County Department of Public Works will need to verify that the access point shown on proposed Lot 2 is acceptable.

Public Services/Capital Investments: There will be no changes to public services. There are no requirements for capital investments as a result of this request.

Natural Resources: There are environmental corridor resources on all lots and the creation of additional environmental corridor (INRA). Disturbance of these areas is limited. Preservation restrictions are noted on the CSM.

WAUKESHA COUNTY DEPARTMENT OF PUBLIC WORKS COMMENTS: Waukesha County Department of Public Works reviewed and approved the access on CTH P. They have no further comments.

ENGINEER/SURVEYOR COMMENTS: The most recent Engineer/Surveyor review letter is dated February 23, 2026. The applicant updated the CSM on March 5, 2026 and provided responses to the comments. Engineer/Surveyor review of the updated CSM is pending.

PLANNER COMMENTS (based on the Certified Survey Map revised on 3/5/2026):
All comments have been addressed.

Below are planner comments provided based on previous versions of the Certified Survey Map. *Again, these comments have been addressed.*

- The Document # shall be added to restriction #7 on sheet 3 (Document #4823800).
- The Lot below proposed Lot 2 shall read "Lot 2 CSM 11759". The owners of the two adjacent lots to the south shall be verified.
- If there is a mortgage, a signature shall be added to the CSM.
- Village Staff shall review the proposed CSM and determine if any additional measures are required to document that Lot 2 of CSM #11759 is buildable with the creation of additional INRA on Outlot 1.

ATTACHMENTS:

Engineer/Surveyor Comments 2/23/2026
Revised Certified Survey Map 3/5/2026
Declaration of Restrictions
Existing Certified Survey Map
Shakerville Subdivision Plat
Shakerville Open Space Agreement

FISCAL IMPACT:

There are no fiscal costs to the Village. The CSM recreates the outlot that was required to be preserved in open space as part of the Shakerville subdivision and identifies the location of additional Isolated Natural Resource Area that will be created so that a home can be constructed on Lot 2 of CSM #11759 if requested.



Building a Better World
for All of Us®

February 23, 2026

RE: Village of Summit
Lang-Wolf CSM Review
SEH No. 176551 Task 74

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

COMMENTS IN RED ADDRESSED BY LANDTECH SURVEYING 03/05/2026

Dear Ms. Barrows:

We have reviewed the updated Certified Survey Map for Lang Residential Investment LLC and N Susan Lang, which was prepared by John Downing of LandTech Surveying. A prior review we completed on an older version that was provided by the Owner and those comments are no longer applicable. The reviewed CSM is dated February 18, 2026. We have also included the CSM mark-ups to aid in the revisions. We offer the following comments:

- On sheet one the overall distance on the east side of Lots 1 and 2 does not equal the sum of the sub distances. **REVISED**
- On sheet two several of the curve tangents do not match what is shown on the map. Are the **UPDATED** curves non-tangent? The tangents should also be labeled in the direction of the chord bearing.
- On sheet four there appears to be a potential discrepancy or typo in the owners' names. The surveyor should verify that the owners' names are correct. **UPDATED**

Please do not hesitate to contact me with any questions or comments at 715.720.6308 or jcance@sehinc.com.

Sincerely,

A handwritten signature in black ink that reads "Jason Cance".

Jason Cance, PLS
(Lic. WI)

btp

CC: Brian Pehl, PE – Village Engineer
John Downing, PLS – Land Tech Surveying

x:\p\ts\summ\176551\task 74 - lang-wolf csm review\corr\review letters\lang-wolf csm review letter_village of summit_2026-02-23.docx

Engineers | Architects | Planners | Scientists

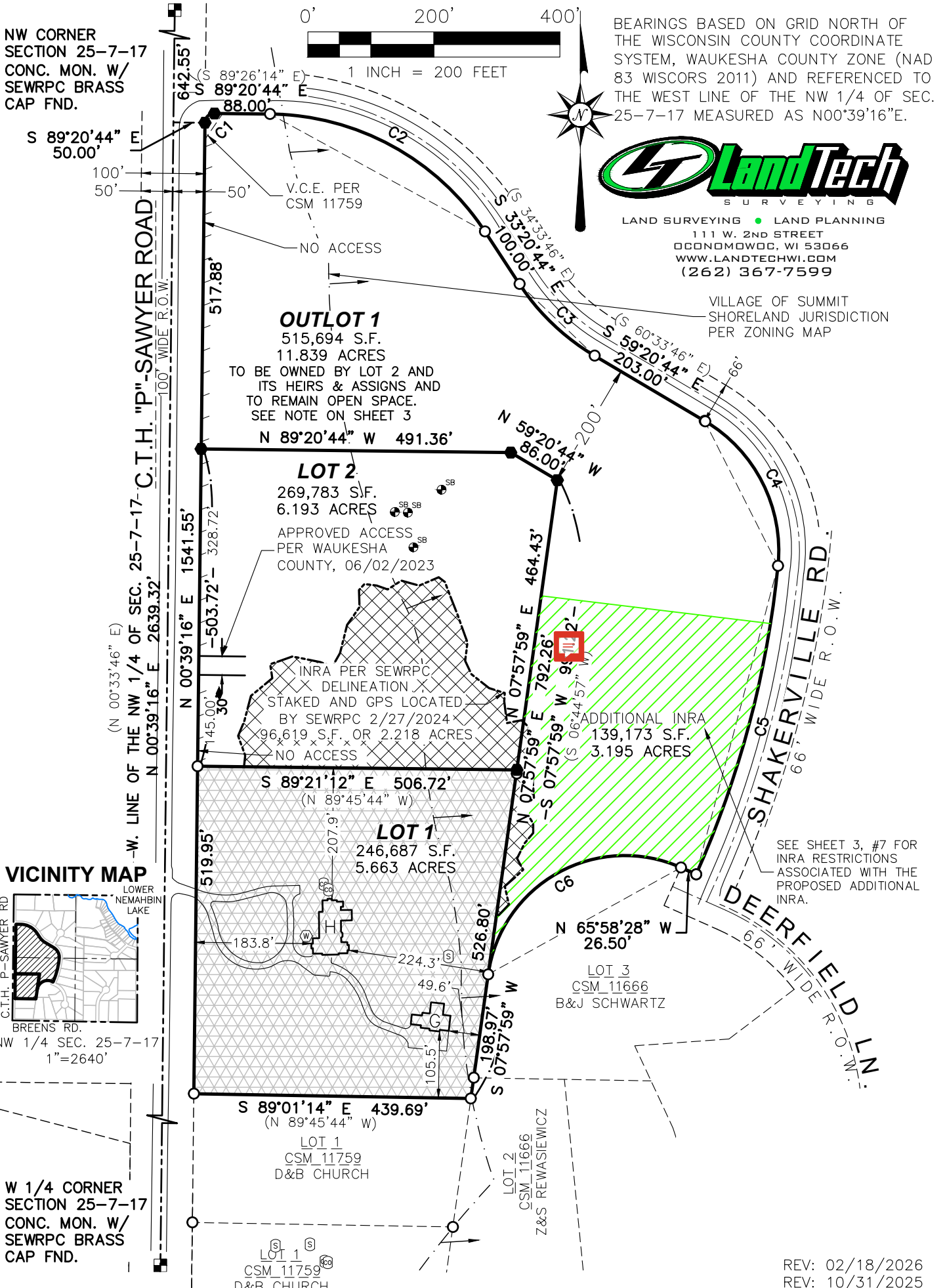
Short Elliott Hendrickson Inc., 501 Maple Avenue, Delafield, WI 53018-9351

262.646.6855 | 888.908.8166 fax | sehinc.com

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

WAUKESHA CO. CERTIFIED SURVEY MAP NO. _____

LOT 3 AND LOT 4 OF CSM 11759, RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE SEPTEMBER 12, 2018 IN BOOK 118, PAGES 151-155 AS DOCUMENT NO. 4360453, BEING PART OF THE NW 1/4 AND SW 1/4 OF THE NW 1/4 OF SECTION 25, T. 7 N., R 17 E., IN THE VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.

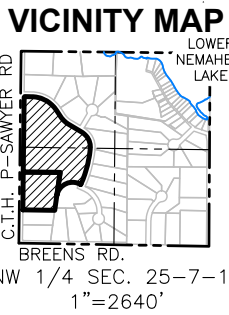


BEARINGS BASED ON GRID NORTH OF THE WISCONSIN COUNTY COORDINATE SYSTEM, WAUKESHA COUNTY ZONE (NAD 83 WISCORS 2011) AND REFERENCED TO THE WEST LINE OF THE NW 1/4 OF SEC. 25-7-17 MEASURED AS N00°39'16"E.



LAND SURVEYING • LAND PLANNING
 111 W. 2ND STREET
 OGDONOWIC, WI 53066
 WWW.LANDTECHWI.COM
 (262) 367-7599

NW CORNER SECTION 25-7-17 CONC. MON. W/ SEWRPC BRASS CAP FND.



W 1/4 CORNER SECTION 25-7-17 CONC. MON. W/ SEWRPC BRASS CAP FND.

PREPARED FOR:
 LANG RESIDENTIAL INVESTMENT LLC
 AND N SUSAN LANG
 514 WELLS ST.
 DELAFIELD, WI 53018

REV: 02/18/2026
 REV: 10/31/2025
 REV: 01/14/2025
 REV: 01/03/2025
 REV: 12/02/2024
 DATED 11/19/2024
 JOB# 20144
 SHEET 1 OF 5

WAUKESHA CO. CERTIFIED SURVEY MAP NO. _____

LOT 3 AND LOT 4 OF CSM 11759, RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE SEPTEMBER 12, 2018 IN BOOK 118, PAGES 151-155 AS DOCUMENT NO. 4360453, BEING PART OF THE NW 1/4 AND SW 1/4 OF THE NW 1/4 OF SECTION 25, T. 7 N., R 17 E., IN THE VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, JOHN D. DOWNING, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A DIVISION OF LAND BEING LOT 3 AND LOT 4 OF CSM 11759, RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE SEPTEMBER 12, 2018 IN BOOK 118, PAGES 151-155 AS DOCUMENT NO. 4360453, BEING A PART OF THE NW 1/4 AND SW 1/4 OF THE NW 1/4 OF SECTION 25, T. 7 N., R 17 E., IN THE VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN. WISCONSIN DESCRIBED AS FOLLOWS:

LOT 3 AND LOT 4 OF CSM 11759, RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE SEPTEMBER 12, 2018 IN BOOK 118, PAGES 151-155 AS DOCUMENT NO. 4360453, BEING A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWN 7 NORTH, RANGE 17 EAST, IN THE VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.

DESCRIBED LANDS AS HAVING AN AREA OF 1,032,164 SQUARE FEET OR 23.695 ACRES.

THAT I HAVE MADE SAID SURVEY BY THE DIRECTION OF LANG RESIDENTIAL INVESTMENT LLC, AND N SUSANNE LANG, ROBERT A AND SUSANNE LANG OWNERS OF SAID LANDS.














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

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

DATED THIS _____ DAY OF _____, 20_____.

JOHN D. DOWNING, S-2939

LEGEND

-  FOUND 3/4 REBAR" OR NOTED
-  FOUND 1" IRON PIPE OR NOTED
-  SET 0.75" O.D. X 18" REBAR WEIGHING 1.502 LBS/FT.
-  WELL
-  SEPTIC VENT
-  SEPTIC CLEANOUT
-  RECORD DIMENSION
-  DRIVEWAY LOCATION
-  SOIL BORE
-  PROPOSED INRA
-  INRA PER WAUKESHA COUNTY GIS
-  INRA PER DELINEATION
-  SHORELAND ZONING



CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	15.00'	88°58'58"	23.56'	21.21'	N 45°39'16" E (N 44°26'14" E)	N 89°21'15" W	N 00°39'47" E
C2	414.00'	55°59'59"	404.63'	388.72'	N 61°20'44" W (N 62°33'46" W)	N 33°20'44" W	N 89°20'43" W
C3	366.00'	25°59'58"	166.08'	164.66'	S 46°20'44" E (S 47°33'46" E)	S 33°20'45" E	S 59°20'43" E
C4	240.00'	64°59'56"	272.27'	257.90'	N 26°50'44" W (N 28°03'46" W)	N 05°39'14" E	N 59°20'42" W
C5	1589.80'	18°20'10"	508.78'	506.61'	N 14°50'24" E (N 13°37'22" E)	N 24°00'29" E	N 05°40'19" E
C6	218.91'	106°03'41"	405.23'	349.80'	S 60°59'46" W (S 59°46'44" W)	S 65°58'23" E	S 07°57'56" W

REV: 02/18/2026
 REV: 10/31/2025
 REV: 01/14/2025
 REV: 01/03/2025
 REV: 12/02/2024
 DATED 11/19/2024
 JOB# 20144
 SHEET 2 OF 5

WAUKESHA CO. CERTIFIED SURVEY MAP NO. _____

LOT 3 AND LOT 4 OF CSM 11759, RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE SEPTEMBER 12, 2018 IN BOOK 118, PAGES 151-155 AS DOCUMENT NO. 4360453, BEING PART OF THE NW 1/4 AND SW 1/4 OF THE NW 1/4 OF SECTION 25, T. 7 N., R 17 E., IN THE VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.

NOTES:

- WITHIN THE AREA OF THE VISION CORNER EASEMENT THE HEIGHT OF ALL PLANTINGS, BERMS, FENCING, SIGNS, OR ANY OTHER STRUCTURE SHALL BE LIMITED TO 24 INCHES ABOVE THE INTERSECTION ELEVATION.
- OUTLOT 1 SHALL BE OWNED IN COMMON WITH LOT 2 AND ITS HEIRS & ASSIGNS AND SHALL NOT BE SOLD SEPARATELY.
- DEVELOPMENT IS PROHIBITED WITHIN THE ISOLATED NATURAL RESOURCE AREA ON LOT 2.
- OUTLOT 1 MAY BE USED FOR PASSIVE RECREATIONAL PURPOSES, AESTHETIC ENHANCEMENT OF THE SURROUNDING SUBDIVISION, AND FOR GROWING AGRICULTURAL CROPS ONLY. NO BUILDINGS OR CONSTRUCTION OF ANY KIND MAY BE CONSTRUCTED IN THE OUTLOT, AND THE USE OF TRAIL BIKES, OR ANY OTHER OFF-STREET OR ON-STREET MOTORIZED VEHICLES OF ANY TYPE ARE PROHIBITED. ALSO SEE INRA RESTRICTION NO. 7.
- ANY FURTHER LAND DIVISION OF ANY LOT OR OUTLOT IS PROHIBITED.

ISOLATED NATURAL RESOURCE AREA (INRA) RESTRICTIONS:

THOSE AREAS IDENTIFIED AS A ISOLATED NATURAL RESOURCE AREA ON PAGE 1 OF 5 OF THIS CERTIFIED SURVEY MAP SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. GRADING, FILLING AND REMOVAL OF TOPSOIL OR OTHER EARTHEN MATERIALS ARE PROHIBITED, UNLESS SPECIFICALLY AUTHORIZED BY THE VILLAGE OF SUMMIT AND, IF APPLICABLE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
2. THE REMOVAL OR DESTRUCTION OF ANY VEGETATIVE COVER, I.E., TREES, SHRUBS, GRASSES, ETC., IS PROHIBITED, WITH THE EXCEPTION THAT INVASIVE, DEAD, DISEASED, OR DYING VEGETATION MAY BE REMOVED, AT THE DISCRETION OF THE LANDOWNER, AND WITH APPROVAL FROM THE VILLAGE OF SUMMIT. VEGETATION REMOVAL IS PERMITTED IN ACCORDANCE WITH RESTRICTION #6.
3. GRAZING BY DOMESTICATED ANIMALS, I.E., HORSES, COWS, ETC., IS PROHIBITED, UNLESS GRAZING IS CONDUCTED IN ORDER TO MANAGE INVASIVE VEGETATION AND APPROVAL IS OBTAINED BY THE VILLAGE OF SUMMIT.
4. THE INTRODUCTION OF PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT IS PROHIBITED EXCEPT WITHIN A PRE-APPROVED DISTURBANCE AREA APPROVED BY THE VILLAGE OF SUMMIT IN ACCORDANCE WITH RESTRICTION #6.
5. PONDS ARE PROHIBITED UNLESS DESIGNED TO ENHANCE THE NATURAL ENVIRONMENT. PONDS THAT MAY BE PERMITTED ARE SUBJECT TO THE APPROVAL OF VILLAGE OF SUMMIT, IF APPLICABLE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
6. THE CONSTRUCTION OF BUILDINGS REQUIRES VILLAGE OF SUMMIT PRE APPROVAL ON LOT 1 AND LOT 2 WITH DISTURBANCE LIMITED TO 15% OF THE LOT AREA, OR 32,670 SQ. FT., WHICHEVER IS GREATER. THE CONSTRUCTION OF BUILDINGS IS PROHIBITED ON LOT 3 AND OUTLOT 1.
7. THE ENVIRONMENTAL CORRIDOR OVERLAY DISTRICT SPECIFICATIONS PLAN, RECORDED AS DOCUMENT #_____, SHALL BE COMPLIED WITH. THE PLAN ADDRESSES SITE PREPARATION, PLANTING, AND LONG-TERM VEGETATION MONITORING AND MANAGEMENT OF THE AREA DESIGNATED AS PROPOSED ADDITIONAL INRA ON SHEET 1 OF THIS CSM.

REV: 02/18/2026
REV: 10/31/2025
REV: 01/14/2025
REV: 01/03/2025
REV: 12/02/2024
DATED 11/19/2024
JOB# 20144
SHEET 3 OF 5

WAUKESHA CO. CERTIFIED SURVEY MAP NO. _____

LOT 3 AND LOT 4 OF CSM 11759, RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE SEPTEMBER 12, 2018 IN BOOK 118, PAGES 151-155 AS DOCUMENT NO. 4360453, BEING PART OF THE NW 1/4 AND SW 1/4 OF THE NW 1/4 OF SECTION 25, T. 7 N., R 17 E., IN THE VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.

VILLAGE OF SUMMIT PLAN COMMISSION

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

_____ DAY OF _____, 20____.

JIM SIEPMANN, CHAIRPERSON

DEBRA MICHAEL – ADMINISTRATOR–CLERK/TREASURER

VILLAGE OF SUMMIT BOARD

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

THIS _____ DAY OF _____, 20____.

JACK RILEY–PRESIDENT

DEBRA MICHAEL – ADMINISTRATOR–CLERK/TREASURER

	DECLARATION OF RESTRICTIONS	<p style="text-align: center;">Electronically Recorded 4823800</p> <p style="text-align: center;">WAUKESHA COUNTY, WI REGISTER OF DEEDS James R Behrénd</p> <p>Recorded On: 06/25/2025 10:19:20 AM Total Fee: \$30.00 Page(s): 12 Transfer Tax: \$0.00</p> <p>The above recording information verifies that this document has been electronically recorded and returned to the submitter.</p> <hr/> <p>Recording Data</p> <p>Name and Return Address Debra Michael, Village Clerk Village of Summit 37100 Delafield Road Summit, Wisconsin 53066</p> <hr/> <p>Parcel Identification Number (PIN)</p> <p style="text-align: center;">SUMT0674031004</p>
--	--------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

WHEREAS, the SUBJECT PROPERTY described below is zoned R-2, Country Residential District with an EC Environmental Corridor Overlay, by the Village of Summit; and

WHEREAS, the property owner submitted an application to amend the zoning district for a 3.195-acre portion of the subject property to expand the EC Environmental Corridor Overlay District (Additional INRA), as further described and illustrated in Exhibit A; and

WHEREAS, on January 9, 2025, the Village Board, following a recommendation by Plan Commission, adopted an ordinance to expand the EC Environmental Corridor Overlay District subject to several conditions, said ordinance being incorporated as Exhibit B; and

WHEREAS, a condition of approval was the recording of a Declaration of Restrictions that provided the requirements for establishing the EC Environmental Corridor Overlay District, as provided in an Environmental Corridor Overlay District Specifications Plan; and

WHEREAS, the property owner submitted an Environmental Corridor Overlay District Specifications Plan, incorporated as Exhibit C, that has been reviewed and approved by Village Staff; and

WHEREAS, Village Staff received a favorable review of the plan from the Southeastern Wisconsin Regional Planning Commission; and

WHEREAS, the undersigned agreed to the conditions imposed by signing and recording this document; and

WHEREAS, this Agreement runs with the land and transfers to all heirs and assigns in perpetuity, unless modified by the Village Board.

NOW, THEREFORE, the undersigned hereby executes this Declaration of Restrictions imposing the same on the SUBJECT PROPERTY described below.

SUBJECT PROPERTY DESCRIPTION:

Lot 4 of CSM 11759, Recorded in the Waukesha County Register of Deeds Office September 12, 2018 in Book 118, Pages 151-155 as Document No. 4360453, previously a combination of CSM 1908, a part of Parcel 1 CSM 2473, Outlot 1 of Shakerville, and other lands, all a part of the NW ¼ and SW ¼ of the NW ¼ of Section 25, T7N, R17E, in the Village of Summit, Waukesha County, Wisconsin.

Also known as Tax Key # SUMT0674031004.

CONDITIONS IMPOSED:

1. The Shakerville Road Environmental Corridor Overlay District Specifications Report, incorporated as Exhibit C, shall be implemented, including site preparation, native seed materials and installation, native tree protection and enhancement, vegetation monitoring, and vegetation management.
2. All mature native oak and shagbark hickory trees shall be protected on the current Lot 4 CSM 11759. The remainder of the specifications report components apply to the area described and illustrated in Exhibit A as "Lands to be Rezoned."
3. All of proposed Outlot 1, that is inclusive of a portion of Lot 4 of CSM 11759, shall solely be used for passive recreational purposes, aesthetic enhancement of the surrounding subdivision, and for growing agricultural crops only. No building or construction of any kind may be constructed on the Outlot, and the use of trail bikes, or any other off-street or on-street motorized vehicles of any type are prohibited. The Outlot is further illustrated in Exhibit D.
4. The site preparation and planting installation shall be completed prior to January 1, 2026. A financial guarantee for the cost of site preparation and installation, plus 15%, shall be submitted to the Village of Summit prior to the rezone being effective

and prior to a Certified Survey Map being recorded that creates an Outlot and identifies the newly created EC Environmental Corridor Overlay District.

- 5. An end of year vegetation management and monitoring report shall be provided to the Village of Summit at the completion of each year for five full growing seasons (2026-2030). If it is deemed that site conditions are not in substantial compliance with the specifications report, the Village of Summit has the authority to require additional restoration at the cost of the property owner of Lot 4 CSM 11759.

Signed:

N. Susanne Lang
 Representative of Lang Residential Investment LLC and N Susanne Lang

STATE OF WISCONSIN)

)ss

WAUKESHA COUNTY)

Personally came before me this 2nd day of June, 2025, the above named persons, Susanne Lang to me known to be the person who executed the foregoing instrument and acknowledged the same.

Jonathan George Sphreris
 Name: Jonathan George Sphreris

Notary Public, Waukesha County, Wisconsin
My commission expires 12-26-2027

Prepared by: Amy Barows, Village Planner



EXHIBIT A Deed Restriction

EXHIBIT A LEGAL DESCRIPTION LANDS TO BE REZONED INRA

PART OF LOT 4 OF CSM 11759, RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE SEPTEMBER 12, 2018 IN BOOK 118, PAGES 151-155 AS DOCUMENT NO. 4360453, PREVIOUSLY A COMBINATION OF CSM 1908, A PART OF PARCEL 1 CSM 2473, OUTLOT 1 OF SHAKERVILLE, AND OTHER LANDS ALL A PART OF THE NW 1/4 AND SW 1/4 OF THE NW 1/4 OF SECTION 25, T. 7 N., R 17 E., IN THE VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.

COMMENCING AT THE SOUTHEAST CORNER OF LOT 4 OF CSM 11759 AND POINT OF BEGINNING, THENCE ALONG THE SOUTH LINE OF LOT 4 OF CSM 11759 FOR THE FOLLOWING 3 COURSES:
1.: THENCE N 65°58'28" W, 26.50 FEET; 2.: THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING AN ARC LENGTH OF 405.23 FEET, A RADIUS OF 218.91 FEET, A DELTA ANGLE OF 106°03'41", AND A CHORD BEARING S 60°59'46" W, 349.80 FEET; 3.: THENCE N 07°57'59" E, 91.01 FEET; THENCE N 44°16'06" E, 29.03 FEET; THENCE N 12°45'40" W, 29.68 FEET; THENCE N 48°10'55" E, 39.28 FEET; THENCE N 28°44'34" W, 20.44 FEET; THENCE N 26°20'47" E, 26.70 FEET; THENCE N 39°35'56" E, 21.55 FEET; THENCE N 00°11'25" E, 15.18 FEET; THENCE N 32°03'14" W, 30.93 FEET; THENCE N 50°35'16" E, 22.87 FEET; THENCE N 04°05'46" W, 31.30 FEET; THENCE N 03°28'21" E, 66.75 FEET; THENCE N 35°53'47" W, 17.90 FEET; THENCE N 45°00'03" W, 11.16 FEET; THENCE N 07°57'59" E, 202.23 FEET; THENCE S 83°07'08" E, 366.65 FEET TO THE WEST RIGHT OF WAY OF SHAKERVILLE ROAD; THENCE ALONG THE WEST RIGHT-OF-WAY OF SHAKERVILLE ROAD ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 416.50 FEET, A RADIUS OF 1589.80 FEET, A DELTA ANGLE OF 15°00'38", AND A CHORD BEARING S 16°30'10" W, 415.31 FEET TO THE POINT OF BEGINNING.

DESCRIBED LANDS HAVING AN AREA OF 139,173 SQUARE FEET, 3.195 ACRES.

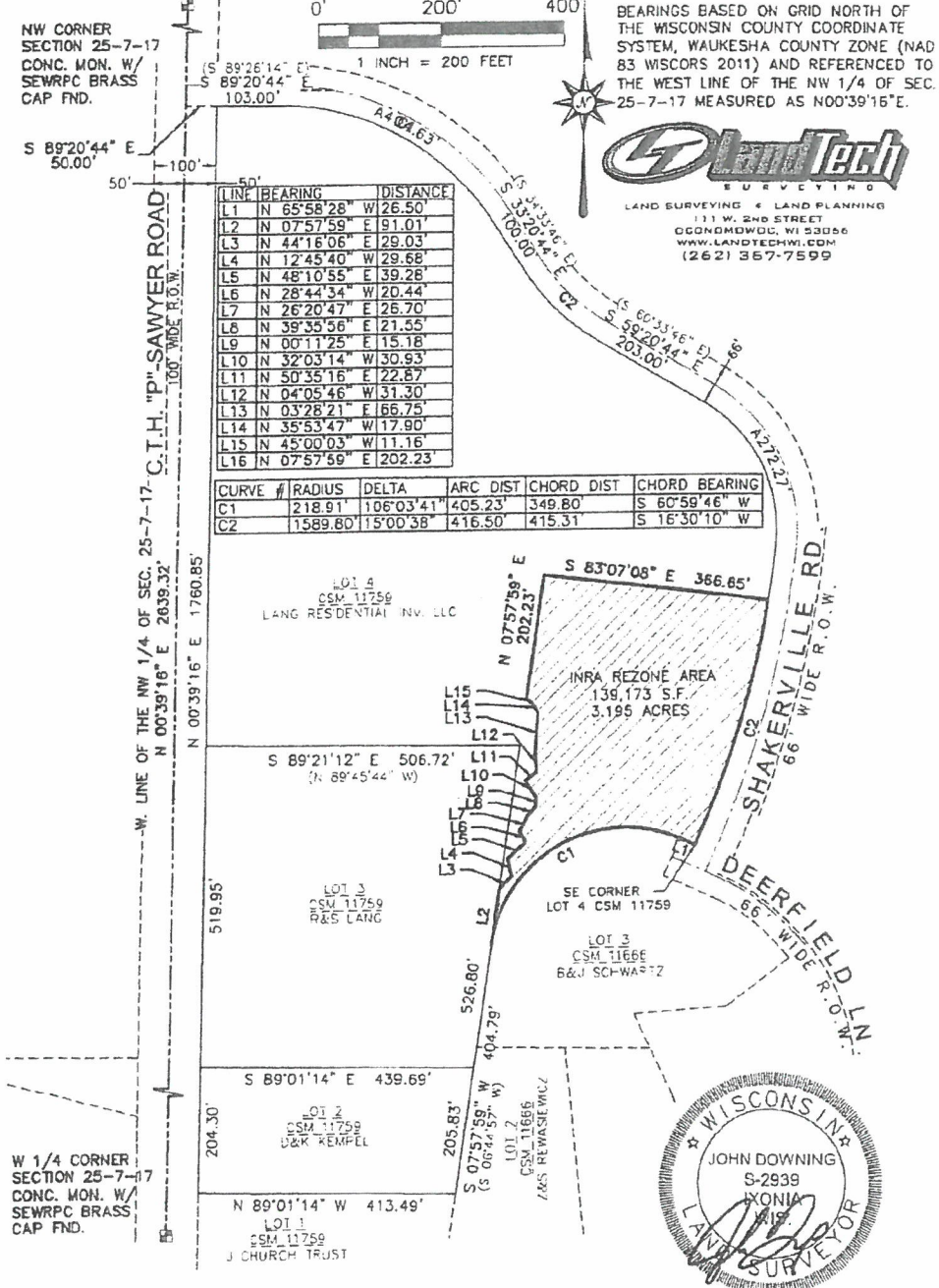
Prepared By:



111 WEST 2ND STREET
OCONOMOWOC, WISCONSIN
262-367-7599

Deed Restriction / REZONE EXHIBIT A

LOT 4 OF CSM 11759, RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE SEPTEMBER 12, 2016 IN BOOK 118, PAGES 151-155 AS DOCUMENT NO. 4360453, PREVIOUSLY A COMBINATION OF CSM 1908, A PART OF PARCEL 1 CSM 2473, OUTLOT 1 OF SHAKERVILLE, AND OTHER LANDS ALL A PART OF THE NW 1/4 AND SW 1/4 OF THE NW 1/4 OF SECTION 25, T. 7 N., R. 17 E., IN THE VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.



DATED 11/07/2024
THIS INSTRUMENT WAS DRAFTED BY JOHN D. DOWNING, S-2939 JOB# 20144

DEED RESTRICTION - EXHIBIT B

STATE OF WISCONSIN VILLAGE OF SUMMIT WAUKESHA COUNTY

ORDINANCE NO. 139-2025

AN ORDINANCE
TO CONDITIONALLY REZONE CERTAIN LANDS
IN THE VILLAGE OF SUMMIT AS PART OF THE ZONING AND SHORELAND
PROTECTION ORDINANCE TO EXPAND THE EC ENVIRONMENTAL CORRIDOR
OVERLAY DISTRICT (SECTION 111-362) TO A 3.195-ACRE PORTION OF PROPERTY
KNOWN AS PART OF LOT 4 OF CSM # 11759 (SUMT0674031004) AND TO
CONDITIONALLY AMEND THE OFFICIAL ZONING MAP OF THE VILLAGE OF
SUMMIT.

WHEREAS, pursuant to Section 111-386(b)(1) of the Village Code, a petition has been filed by Jon Spheeris (APPLICANT) on behalf of Lang Residential Investment, LLC and N Susanne Lang (PROPERTY OWNER), as the owner of certain lands in the Village of Summit, to rezone certain lands legally described and illustrated in Exhibit "A", and described as part of Lot 4 of CSM # 11759 (SUMT0674031004), which is incorporated herein by reference (the "Subject Lands"); and

WHEREAS, said rezoning petition was submitted in order to rezone the Subject Lands so as to add the EC Environmental Corridor Overlay (Village Code Section 111-362) to the Subject Lands; and

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

WHEREAS, upon publication of the required "Notice of Public Hearing" and mailing of said "Notice of Public Hearing" to all parties-in-interest as required by Section 111-387(b)(1)b. of the Village Code, the Village Plan Commission held a public hearing on December 19, 2024, as required by Section 111-386(b)(4) of the Village Code; and

WHEREAS, following the December 19, 2024 public hearing, the commissioners considered all the information presented at the public hearing; and

WHEREAS, the Plan Commission recommended approval of the rezoning petition of the Subject Lands, subject to certain conditions, to the Village Board; and

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

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

WHEREAS, the Village Board has included several conditions of its approval of the rezoning petition as defined and approved on January 9, 2025.

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

SECTION 1: The Zoning Map of the Village of Summit is hereby amended to rezone the Subject Lands to expand the EC Environmental Corridor Overlay District (Section 111-362) to a 3.195-acre portion of property currently known as part of Lot 4 of CSM # 11759 (SUMT0674031004), subject to the following conditions being met:

1. This rezone is not effective until a Certified Survey Map is reviewed and approved by the Village of Summit and recorded by Waukesha County Register of Deeds in substantial conformance with the Certified Survey Map revised on December 02, 2024, and presented for consideration at the December 19, 2024 Plan Commission meeting. An illustration of the proposed Certified Survey Map is attached as Exhibit "B".
2. The Certified Survey Map, attached as Exhibit "B", shall designate at least 11.4 acres as an outlot that must be owned in common with proposed Lot 3 of the Certified Survey Map. The outlot must be designated and owned in common in this manner in perpetuity and this condition applies to Property Owner's heirs and assigns.
3. The use of proposed Outlot 1 of the Certified Survey Map, attached as Exhibit "B", is limited for passive recreational purposes, aesthetic enhancement of the surrounding subdivision, and for growing agricultural crops only. No buildings or construction of any kind may be constructed in the outlot, and the use of trail bikes, or any other off-street and on-street motorized vehicles of any type are prohibited. This restriction shall be noted on the Certified Survey Map.

4. The Certified Survey Map, attached as Exhibit "B", shall designate the 3.195-acre area that is being added as part of the EC Environmental Corridor Overlay District.
5. The Certified Survey Map, attached as Exhibit "B", shall be inclusive of Lots 2, 3, and 4 of CSM #11759.
6. The Certified Survey Map, attached as Exhibit "B", shall be subject to no further land division of any lot or outlot. This restriction shall be noted on the Certified Survey Map.
7. This rezone is not effective until such time the Environmental Corridor Overlay District Specifications Report attached as Exhibit "C" is recorded with Waukesha County Register of Deeds as an Exhibit to a Declaration of Restrictions drafted by the Village of Summit. The Declaration of Restrictions shall remain in perpetuity. The Declaration of Restrictions shall also include the specifications for the available uses and ownership of proposed Outlot 1. The site preparation and planting installation specified in the Environmental Corridor Overlay District Specifications Report shall be completed prior to January 1, 2026. A financial guarantee for the cost of site preparation and installation, plus 15%, shall be submitted to the Village of Summit prior to this rezone being effective and prior to the Certified Survey Map being recorded.
8. The Environmental Corridor Overlay District Specifications Report, and recorded Declaration of Restrictions Document Number, shall be referenced on the Certified Survey Map, attached as Exhibit "B".

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

SECTION 3: The Property Owner is hereby put on notice that the Village of Summit may rezone the lands or portions thereof subject to this conditional rezoning ordinance and to remove the EC to the Environmental Corridor Overlay (Village Code Section 111-362) designation if the conditions of this ordinance are not fully complied with.

SECTION 4: SEVERABILITY.

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

SECTION 5: EFFECTIVE DATE.

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

This Ordinance passed this 9 day of January, 2025.



VILLAGE OF SUMMIT

By: [Signature]
Jack Riley, Village President

Attest: [Signature]
Debra Michael, Village Administrator – Clerk/Treasurer

Published/Posted the 13 day of June, 2025

APPROVAL OF SUBJECT PROPERTY OWNER

Dated this 20 day of June, 2025

SUBJECT PROPERTY OWNER

Lang Residential Investment LLC N Susanne Lang

By: [Signature]
Authorized Signatory

This instrument drafted by
Amy Barrows, Village Planner

EXHIBIT A
LEGAL DESCRIPTION
LANDS TO BE REZONED INRA

PART OF LOT 4 OF CSM 11759, RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE SEPTEMBER 12, 2018 IN BOOK 118, PAGES 151-155 AS DOCUMENT NO. 4360453, PREVIOUSLY A COMBINATION OF CSM 1908, A PART OF PARCEL 1 CSM 2473, OUTLOT 1 OF SHAKERVILLE, AND OTHER LANDS ALL A PART OF THE NW 1/4 AND SW 1/4 OF THE NW 1/4 OF SECTION 25, T. 7 N., R 17 E., IN THE VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.

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DESCRIBED LANDS HAVING AN AREA OF 139,173 SQUARE FEET, 3.195 ACRES.

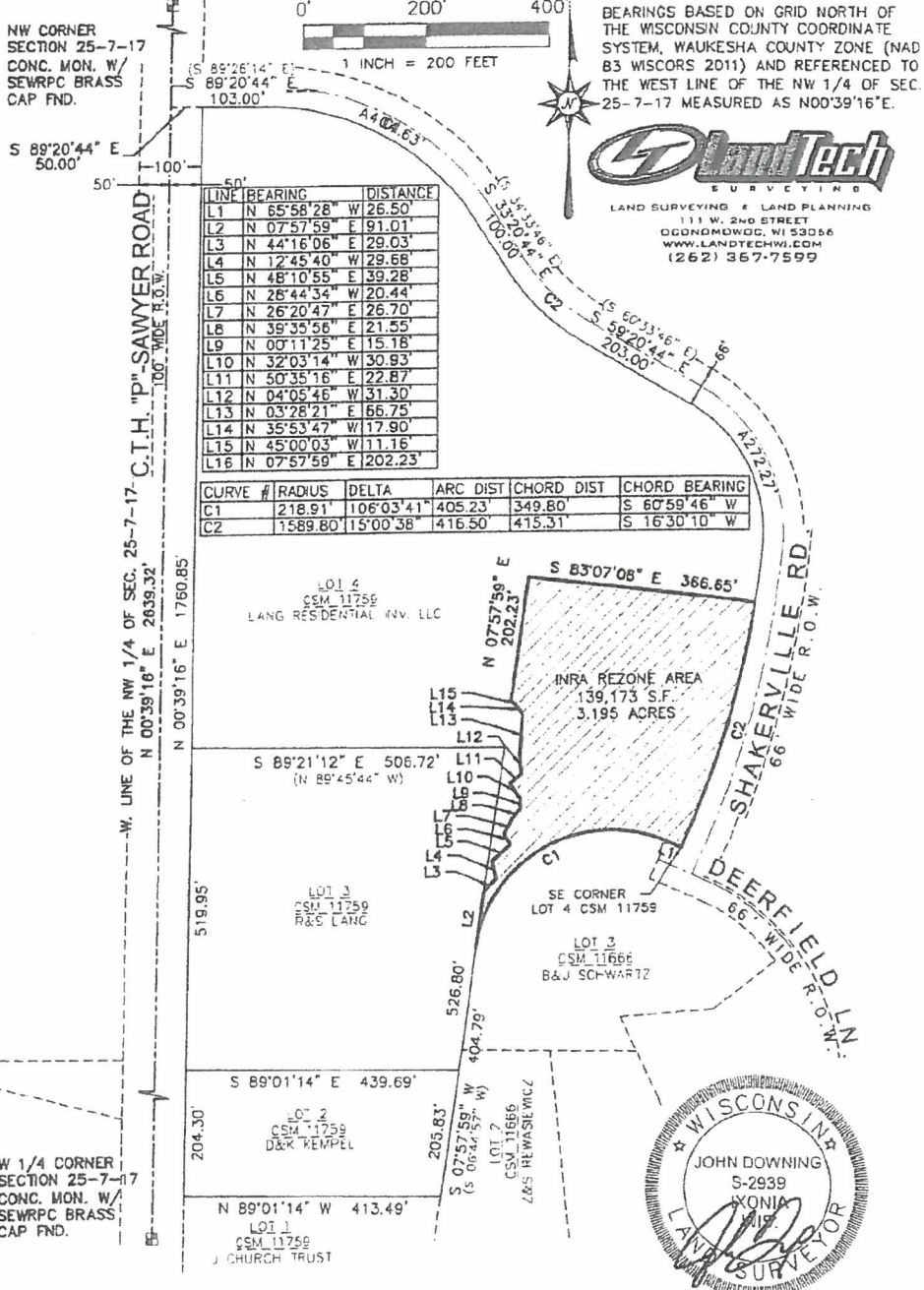
Prepared By:



111 WEST 2ND STREET
OCONOMOWOC, WISCONSIN
262-367-7599

REZONE EXHIBIT A

LOT 4 OF CSM 11759, RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE SEPTEMBER 12, 2018 IN BOOK 118, PAGES 151-155 AS DOCUMENT NO. 4360453, PREVIOUSLY A COMBINATION OF CSM 1908, A PART OF PARCEL 1 CSM 2473, OUTLOT 1 OF SHAKERVILLE, AND OTHER LANDS ALL A PART OF THE NW 1/4 AND SW 1/4 OF THE NW 1/4 OF SECTION 25, T. 7 N., R. 17 E., IN THE VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.



THIS INSTRUMENT WAS DRAFTED BY JOHN D. DOWNING, S-2939 DATED 11/07/2024 JOB# 20144

EXHIBIT B

PROPOSED - PRELIMINARY

WAUKESHA CO. CERTIFIED SURVEY MAP NO. _____

LOT 2, LOT 3 AND LOT 4 OF CSM 11759, RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE SEPTEMBER 12, 2018 IN BOOK 118, PAGES 151-155 AS DOCUMENT NO. 4360453, BEING PART OF THE NW 1/4 AND SW 1/4 OF THE NW 1/4 OF SECTION 25, T. 7 N., R. 17 E., IN THE VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.

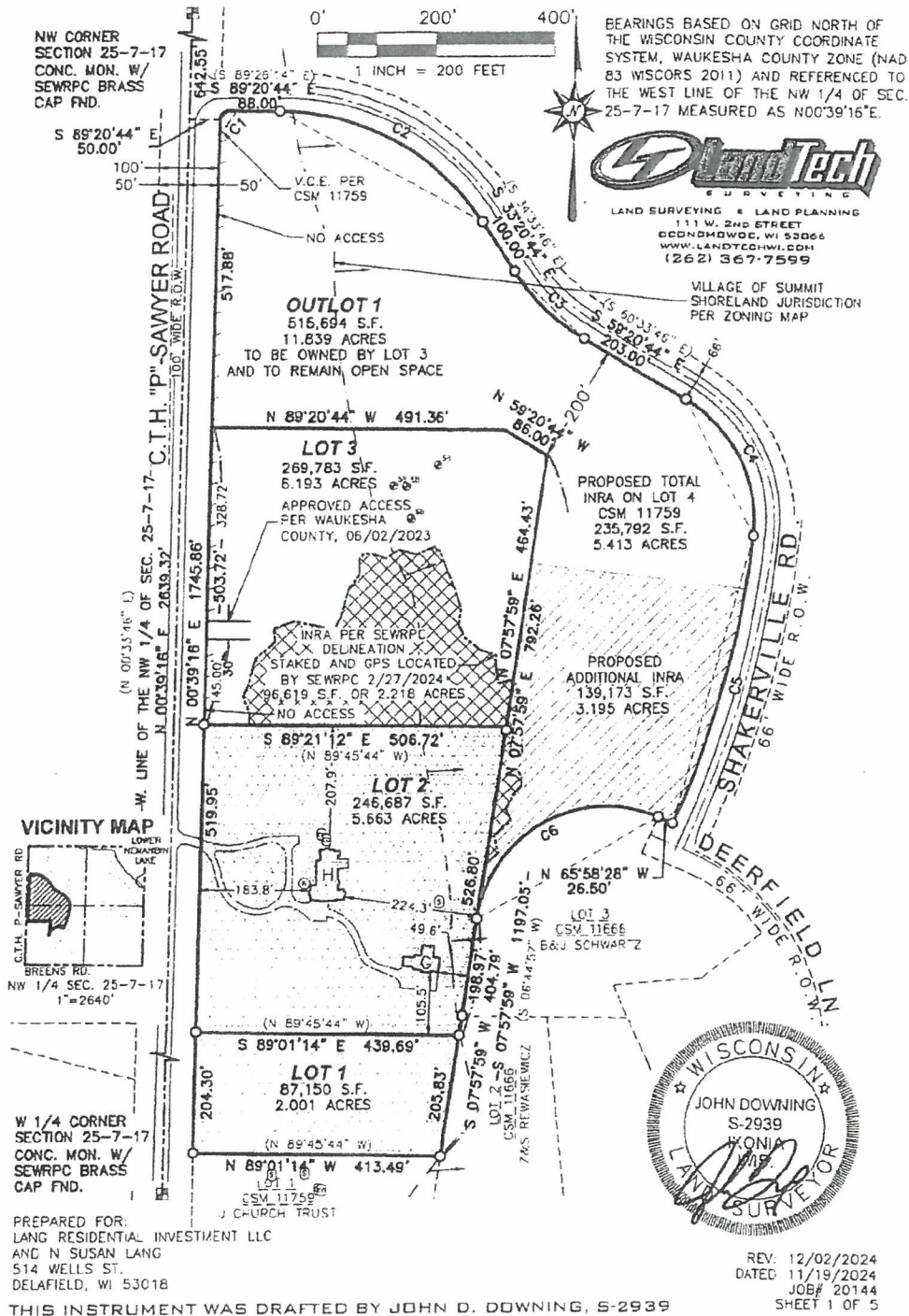


EXHIBIT C Deed RESTRICTION + Rezone

Shakerville Road Environmental Corridor Overlay District Specifications (3.195 total acres)

Site Preparation

All designated shortgrass prairie restoration areas shall be prepped by means of mowing during the 2025 growing season and then applying non-selective herbicide (glyphosate) in the late fall months of 2025 to eliminate existing cool season grasses. Herbicide application shall be performed no later than December 1, 2025. Upon successful completion of herbicide application, all areas shall be scarified by means of mechanical raking, tilling, or disking. Soil scarification shall be completed by December 15, 2025.

Native Seed Materials and Installation

All native seed materials shall be of Wisconsin Local Origin not to exceed a 200-mile radius of project site. All grasses and forbs shall be tested for germination and shall be supplied as Pure Live Seed (PLS). All seeding areas shall include the installation of a cover crop of annual rye grass at the rate of 5 lbs. per acre. Native seed materials shall be installed by means of hand or mechanical broadcast methods to assure thorough coverage throughout all designated seeding areas. Since all areas are flat and have low probability of erosion, erosion control fabric would not be necessary. Soils may not need to be worked up since seeding will be performed during the dormant season. Native seed shall be installed no later than December 31, 2024.

<p>Shortgrass Prairie Native Seed Mix (3.0 total acres)</p> <p>Grasses – total lbs per acre: 7.0 (Minimum of 3 grass species shall be used). (No single grass species shall exceed 15% of total seed mix weight). <i>Bouteloua curtipendula</i> (side oats grama) <i>Elymus canadensis</i> (Canada wild rye) <i>Schizachyrium scoparium</i> (little bluestem)</p> <p>Forbs total lbs per acre: 3.0 (Minimum of 30 forb species shall be used). (No single forb species shall exceed 10% of total seed mix weight.) <i>Allium cernuum</i> (nodding pink onion) <i>Asclepias tuberosa</i> (butterfly milkweed) <i>Aster azureus</i> (sky blue aster) <i>Aster laevis</i> (smooth aster) <i>Aster novae-angliae</i> (new England aster) <i>Astragalus canadensis</i> (Canada milk vetch) <i>Cassia hebecarpa</i> (wild senna) <i>Coreopsis lanceolata</i> (lanced leaf coreopsis) <i>Coreopsis palmata</i> (prairie coreopsis) <i>Coreopsis tripteris</i> (tall coreopsis) <i>Dalea candida</i> (white prairie clover)</p>	<p>Forbs continued...</p> <p><i>Dalea purpurea</i> (purple prairie clover) <i>Desmodium canadense</i> (Canada tick trefoil) <i>Echinacea pallida</i> (pale purple coneflower) <i>Echinacea purpurea</i> (purple coneflower) <i>Eryngium yuccifolium</i> (rattlesnake master) <i>Helianthus occidentalis</i> (western sunflower) <i>Liatris aspera</i> (rough blazing star) <i>Liatris pycnostachya</i> (dense blazing star) <i>Monarda fistulosa</i> (bergamot) <i>Monarda punctata</i> (dotted mint) <i>Parthenium integrifolium</i> (wild quinine) <i>Penstemon digitalis</i> (smooth penstemon) <i>Penstemon grandiflorus</i> (beardtongue) <i>Ratibida pinnata</i> (yellow coneflower) <i>Rudbeckia hirta</i> (black-eyed Susan) <i>Rudbeckia subtomentosa</i> (sweet black-eyed Susan) <i>Silphium laciniatum</i> (compass plant) <i>Silphium terebinthinaceum</i> (prairie dock) <i>Solidago rigida</i> (stiff goldenrod) <i>Tradescantia ohioensis</i> (spiderwort) <i>Verbena stricta</i> (hoary vervain) <i>Zizia aurea</i> (golden alexanders)</p>
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Native Tree Protection and Enhancement

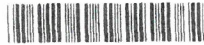
All existing mature native oak and shagbark hickory trees shall be protected. Ten (10) Burr oak and ten (10) white oak seedlings shall also be supplied and installed within project footprint. All installed seedlings shall be protected from herbivory with 4' biodegradable tree tubes. Tree seedlings shall be obtained from within a 200-mile radius of project site.

Vegetation Monitoring

All seeded and planted areas shall be monitored for 5 full growing seasons (2025-2030). Monitoring shall consist of a minimum of 1 site visit per month during each management growing season to assess project site's vegetative state to determine what, if any, methods of management may be necessary at that time. An end of year vegetation management and monitoring report shall be provided to the Village of Summit at the completion of each contracted year. This report shall document services provided and include site photographs as well as recommendations and / or concerns with future management.

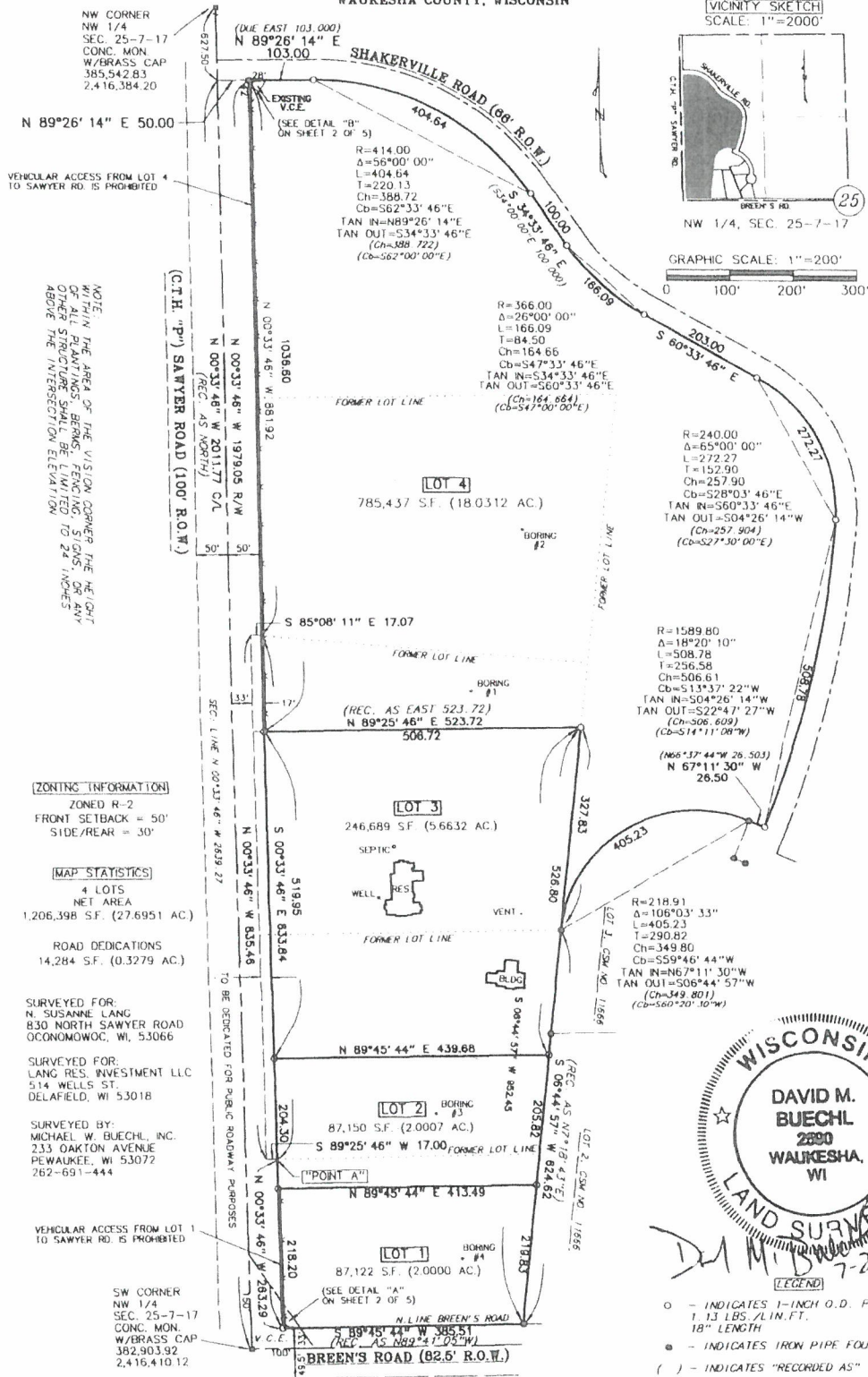
Vegetation Management

Management would need to be performed for 5 full growing seasons (2026-2030) to assure these areas remain free of unwanted weedy plant species. Management techniques would include selective cutting, mowing and / or spot herbicide applications of undesirable plant species. Invasive plant species may include, but are not limited to; purple looserstrife, reed canary grass, giant reed grass, star thistle, sweet clover, Queen Anne's lace, Canada thistle, bull thistle, burdock, teasel and invasive woody trees and shrubs.



CERTIFIED SURVEY MAP NO. 11759

A COMBINATION OF CERTIFIED SURVEY MAP NO. 1908, A PART OF PARCEL 1 CERTIFIED SURVEY MAP NO. 2473, OUTLOT 1 SHAKERVILLE, AND OTHER LANDS, ALL A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 17 EAST, IN THE VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN



BEARINGS REFERENCED TO THE W.LINE OF THE NW 1/4 SEC. 25-7-17 HAVING A BEARING OF N00°33'46"W PER WIS. STATE PLANE COORDINATE SYSTEM THIS INSTRUMENT WAS DRAFTED BY KEITH D. MALKOWSKI SU-6987A-W SHEET 1 OF 5



151

See Plan Development Agreement in R-888 F-36

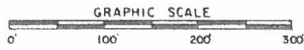
1420933

SHAKERVILLE

BEING A SUBDIVISION OF A PART OF C.S.M. NO. 2473 OF THE N.W. 1/4 AND S.W. 1/4 OF THE N.W. 1/4, AND OF A PART OF THE S.E. 1/4 OF THE N.W. 1/4 OF SECTION 25, T. 7 N., R. 17 E., TOWN OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.



LOCATION MAP
SEC. 25, T. 7 N., R. 17 E.
SCALE: 1" = 2000'



SCALE: 1" = 100'

REFERENCE MERIDIAN:
THE WEST LINE OF THE N.W. 1/4 OF SECTION 25 WAS USED AS THE REFERENCE MERIDIAN AND HAS AN ASSUMED BEARING OF DUE NORTH.

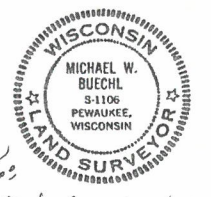
LEGEND:
+ INDICATES IRON PIPE 30" LONG BY 2" DIA. & 3.65 LBS. PER LINEAL FOOT. ALL OTHER LOT CORNERS MARKED BY IRON PIPE 24" LONG BY 1" DIA. - 1.13 LBS. PER LINEAL FOOT.

NOTES:
ALL DISTANCES HAVE BEEN MEASURED TO THE NEAREST HUNDREDTH OF A FOOT AND COMPUTED TO THOUSANDTHS OF A FOOT. ANGLES HAVE BEEN MEASURED TO THE NEAREST 15 SECONDS AND COMPUTED TO THE NEAREST HALF-SECOND.

LOT NO.	ARC	CHORD	CHORD BEARING	CENTRAL ANGLE	DEFLECTION ANGLE	RADIUS
1	70.475	68.218	N 56°15'49"E	50°28'26"	25°14'13"	80.000
2	69.778	67.587	N 73°30'45"W	49°58'30"	24°59'15"	"
3	170.990	140.251	N 12°42'24.5"E	122°27'45"	61°13'52.5"	"
4	226.308	221.621	N 18°20'13.5"W	40°31'13"	20°15'36.5"	320.000
5	156.558	155.002	N 52°36'47"W	28°01'54"	14°00'57"	"

CURVE NO.	ARC	CHORD	CHORD BEARING	CENTRAL ANGLE	DEFLECTION ANGLE	RADIUS	TANGENT BEARING - 1	TANGENT BEARING - 2
1	404.637	388.722	S 82°00'00"E	56°00'00"	28°00'00"	414.000	DUE EAST	S 34°00'00"E
2	166.086	164.664	S 47°00'00"E	26°00'00"	13°00'00"	366.000	S 34°00'00"E	S 60°00'00"E
3	272.271	257.904	S 27°30'00"E	65°00'00"	32°30'00"	240.000	S 60°00'00"E	S 05°00'00"W
4	508.785	506.609	S 14°11'08"W	18°22'16"	9°11'08"	1586.799	S 05°00'00"W	S 23°22'16"W
5	469.363	440.977	S 31°42'38.5"E	68°40'11"	34°20'05.5"	386.000	S 66°37'44"E	S 03°02'27"W
6	499.042	458.510	S 26°07'44"E	81°00'00"	40°30'00"	353.000	"	S 14°22'16"W
7	382.866	360.435	S 32°21'10.5"E	68°33'07"	34°16'33.5"	320.000	"	S 01°55'23"W
8	434.235	66.355	S 81°33'37"E	310°59'48"	155°29'54"	80.000	S 73°56'17"W	S 57°03'31"E
9	122.990	111.231	S 13°00'57.5"E	88°05'07"	44°02'33.5"	"	S 31°01'36"W	S 57°03'31"E
10	311.243	148.912	S 37°31'03.5"E	222°54'41"	111°27'20.5"	"	S 31°01'36"W	S 73°56'17"W
11	405.228	349.801	S 60°20'29.5"W	106°03'33"	53°01'46.5"	218.914	N 66°37'44"W	N 07°18'43"E

REGISTER'S OFFICE No. 1420933
 RECEIVED FOR RECORD THE 5th DAY
 MAY A.D. 1982 AT 10:29
 O'CLOCK P.M. & RECORDED IN Vol. 24
 OF PLATS IN FILE 4781479
Michael W. Buechl



Michael W. Buechl
 FEB 10, 1984
 March 12, 1987

There are no objections to this plat with respect to Secs. 230.15, 236.16, 238.20 and 238.21 (1) and (2), Wis. Stats., and IJHR 85 of the Wis. Admin. Code as provided by Sec. 230.12 (6), Wis. Stats.
 Certified this 19th day of March, 1984.
Claire A. Starn
 DEPARTMENT OF DEVELOPMENT

S.W. CORNER, N.W. 1/4, SEC. 25 - 7 - 17

BREEN'S ROAD

EXHIBIT B

OPEN SPACE EASEMENT

This Indenture made by Robert A. Lang and N. Susanne Lang, his wife, doing business as Lang Homes Ltd (hereinafter called "Owner") do hereby declare, as part of a Planned Development Agreement with the Town of Summit dated _____, 1987, that the following restrictions apply to Outlot 1 in Shakerville Subdivision being part of the Northwest One-Quarter of Section 25, T7N, R17E, Town of Summit, Waukesha County, Wisconsin said Outlot being in an undeveloped state and (hereinafter called "Open Space" or "The Restricted Open Space").

W I T N E S S E T H:

WHEREAS, Owner owns all of the land which it proposes to subdivide as the Shakerville Subdivision and subsequent additions

WHEREAS, the Town of Summit by a zoning ordinance permits the subdivision of land into smaller lots than otherwise required on condition that the developer or owner reserve certain of the land in the Subdivision as open space for the recreational use by the lot owners and the esthetic enhancement of the development and for the preservation of the rural environmental character of the area and

WHEREAS, Owner has proposed and the Town has agreed to approve the Shakerville Subdivision together with this open space easement.

NOW THEREFORE:

1. The "owner" and his heirs and assigns, hereby grants to the future lot owners of the "subdivision" and subsequent subdivision additions the rights and privileges hereinafter set forth.

2. The restricted Open Space may be used only for the recreational use by the lot owners and for the esthetic enhancement of the Subdivision and for the growing of agricultural crops. No buildings or construction of any kind may be constructed on the Open Space. The restricted open space shall not include use of the open space to operate trail bikes, dune buggies, or any other off-street motorized vehicles of any type except for snowmobiles.

3. The outlot shall be maintained by Owner or its successors and assigns, as agricultural land consistent with the requirements of this deed restriction. If the outlot is not maintained then the Town of Summit shall notify Owner in writing, and if Owner shall not correct the condition within 50 days, then the Town can take the following action:

The Town can provide such maintenance and charge the cost of the maintenance against the Owner, which shall include an administrative charge of 20% of the actual cost, such administrative cost being established to defray the cost of mailing and collection the charge. Such charge can be included, if necessary, on the tax bill of the Outlot 1 and collected in the manner of taxes if not paid.

4. Assessment and Partition Rights. Notwithstanding any provision of this agreement to the contrary, if real estate taxes levied against Outlot 1 are delinquent for two consecutive tax years the title and ownership of Outlot 1 shall terminate in the Owner and shall vest in the lot owners of the "Subdivision" and subsequent subdivision additions as tenants in common upon a notice of Tax Delinquency and Transfer of Ownership being sent by Waukesha County to the Owner and to the lot owners and a true copy thereof being filed with the Register of Deeds for Waukesha County. The giving and filing of said notice shall act as a complete conveyance of said Outlot 1, fully and in all respects, as set forth herein, without any other act being required on the part of any party. Taxes outstanding against said Outlot 1, shall follow said Outlot, and shall not abate.

4/30/87
changed
per Waukesha
County
H.S.

5. This agreement shall continue for 99 years. It may be extended for an additional two periods of 99 years by the consent of the Town Planning Commission or successor government and 51% of the owners of the lots of record at the time of extension in the Shakerville Subdivision and subsequent additions. This easement may be amended by the consent of three-quarters of the owners of the lots of record at the time of extension. Owner and the majority of the members elect of the governing body of the Town of Summit after receiving a recommendation from the Planning Commission.

6. This easement does not grant the public the right to enter the restricted open space for any purpose.

IN WITNESS WHEREOF, Robert A. Lang and N. Susanne Lang, his wife, doing business as Lang Homes Ltd. have caused these presents to be signed.

In the presence of

Robert A. Lang
Developer and Owner
at Oconomowoc, Wisconsin this
____ day of _____, 1987

LANG HOMES LTD.

By: _____
Robert A. Lang

By: _____
N. Susanne Lang

By: _____
Marine Bank

By: _____
M & I Bank



VILLAGE OF SUMMIT BOARD ZONING REPORT

TO: Village Board

FROM: Amy Barrows, Village Planner
Planning & Zoning LLC

MEETING DATE: March 12, 2026

RE: **Lang/Wolf Financial Guarantee**
• Lot 4 of CSM #11759, SUMT0674031004

The following report is provided for cursory review prior to action. Specifics relating to the submitted documents of this application may be referenced in the Meeting Packet.

POSSIBLE MOTION: *Approve the Financial Guarantee Method and Amount and Agreement, subject to Village Attorney Review.*

SUMMARY:

The Village Board is considering a request by the property owner for a Certified Survey Map (CSM) to create an outlot for open space purposes and to create additional Isolated Natural Resource Area (INRA). The creation of additional INRA was also part of a previously approved rezone and declaration of restrictions that have been recorded with the Waukesha County Register of Deeds on June 25, 2025 as Document # 4823800. As part of the restrictions, the property owner has agreed to prepare and plant the additional INRA in accordance with the Shakerville Environmental Corridor Overlay District Specifications Report. The restriction, report and rezone ordinance are enclosed in the meeting packet materials for the proposed CSM.

The restriction requires a financial guarantee for the cost of site preparation and installation, plus 15%, be submitted to the Village of Summit prior to the rezone being effective and prior to the CSM being recorded. The restrictions require that an end of year vegetation management and monitoring report be provided to the Village of Summit at the completion of each year for five full growing seasons (2026-2030). If it is deemed that site conditions are not in substantial compliance with the specifications report, the Village of Summit has the authority to require additional restoration at the cost of the property owner of Lot 4 CSM 11759.

Devin Wolf is a mortgage holder of the subject property, listed as L&S Investments, LLC. Mr. Wolf has agreed to submit a check to the Village of Summit for the amount of \$4,370 for site preparation and installation of the plants. A copy of the contract with Blaze Landscape Contracting, Inc. is enclosed. The amount is equal to the cost of labor and materials and an additional 15%.

ATTACHMENTS: Contractor's Proposal and agreement on deposit amount
Cash Deposit Agreement

FISCAL IMPACT: There are no fiscal costs to the Village with the exception of enforcement of any violations to the terms of the agreement.

From: [Jon Spheeris](#)
To: [Amy Barrows](#)
Subject: Lang CSM
Date: Wednesday, February 11, 2026 11:08:44 AM
Attachments: [0514_001.pdf](#)

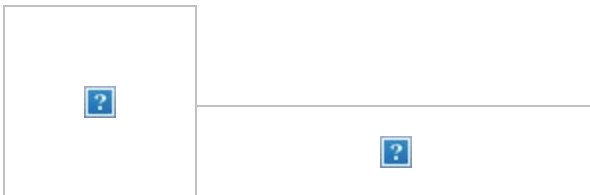
Amy, attached is the CSM and the signed proposal from Blaze to do what is necessary to add the lands to the PEC. Blaze does a lot of work for Devin Wolf and us so he gave us a very good price as Blaze does all the landscaping in our subdivisions. The proposal is for \$3,8000 so then a cash bond of \$4,370 will be posted with the village when the CSM is approved. Let me know what else you will need or any copies in order to be on the February 26th Plan Commission meeting. Thanks. Jon

--

Sincerely,

Jon Spheeris

Broker/Owner & Luxury Homes Specialist
[\(262\) 490-5558](tel:2624905558) | SpheerisTeam.com



[The Spheeris Team](#)

Top 1% of MetroMLS

Top 1% of Coldwell Banker Agents Worldwide

Top 1% Internationally Coldwell Banker Global Luxury



VILLAGE OF SUMMIT
CASH DEPOSIT AGREEMENT

Devin Wolf, on behalf of L&S Investments, LLC, hereafter referred to as "PETITIONER", and the Village of Summit, Wisconsin, hereafter referred to as "VILLAGE", hereby enter into this Cash Deposit Agreement, effective upon the last date of signature shown below.

WHEREAS, Petitioner has agreed to complete certain work within the Village of Summit as part of a Declaration of Restrictions, Document #4823800 recorded on June 25, 2025, that was required to be recorded by the Village of Summit as part of a Rezone and CSM; and Petitioner intends to comply with all legal requirements; and

WHEREAS, the Village Board has approved an amount of such Security as \$4,370 based on estimated costs of site preparation and installation; and

WHEREAS, Petitioner desires to make a \$4,370 cash deposit with VILLAGE in order to satisfy its requirement to establish a Security Mechanism.

NOW, THEREFORE, for valuable consideration acknowledged by both parties, IT IS AGREED AS FOLLOWS:

1. Petitioner has paid \$4,370.00, the DEPOSIT, to VILLAGE which has been deposited in a bank account at Bank Five Nine located at 155 W. Wisconsin Avenue, Oconomowoc, Wisconsin, in the name of VILLAGE OF SUMMIT. The original of the documentation as to said bank account is on file with the Village Clerk. It is understood and agreed that the DEPOSIT shall serve as the Security Mechanism to ensure the requirements of Declaration of Restrictions Document #4823800 are met.
2. In the event the obligations required to be met are not completed in accordance with said Declaration of Restrictions within the time specified in the Declaration of Restrictions, time being of the essence, Petitioner, shall forfeit all interest in said bank account and all interest on the monies contained in said bank account and said account and interest shall become the property of the VILLAGE with no notice to Petitioner.
3. In the event Petitioner complies with the terms and conditions of the Village, including the guarantees described therein, to the satisfaction of the VILLAGE, the deposit and all related interest shall be promptly and unconditionally returned to Petitioner, its successors or assigns by Village Board resolution, following a written determination being made by the Village Planner that the improvements required have been satisfied.
4. The bank account referred to herein shall be of the type that has no penalty for withdrawal at any time; all interest earned on said DEPOSIT shall be paid to the VILLAGE if Petitioner, defaults on its obligations; and all interest earned on said DEPOSIT shall be paid to Petitioner, if it

complies with such obligations. The Petitioner shall pay any and all income taxes due on the interest earned; all interest earned on the DEPOSIT shall remain in the bank account until distribution as set forth herein. Any bank fees arising from the bank account shall be charged to and paid with the funds in the DEPOSIT.

- 5. This Cash Deposit Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.

DATED this 12th day of March, 2026.

VILLAGE OF SUMMIT

By: _____

Jack Riley, Village President

Attest: _____

Debra Michael, Village Administrator-
Clerk/Treasurer

STATE OF WISCONSIN
COUNTY OF WAUKESHA

Personally, came before me this 12th day of March, 2026, the above-named Village President, authorized signatory of the Village of Summit, to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WISCONSIN

My commission expires: _____

By: _____

Devin Wolf, L&S Investments, LLC

STATE OF WISCONSIN
COUNTY OF WAUKESHA

Personally, came before me this _____ day of _____, 2026, the above-named representative, authorized signatory of _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WISCONSIN

My commission expires: _____



VILLAGE OF SUMMIT BOARD ZONING REPORT

TO: Village Board

FROM: Amy Barrows, Village Planner
Planning & Zoning LLC

MEETING DATE: March 12, 2026

RE: **Kent and Karen Brooks**
34306 N. Venice Beach Road (SUMT0669036)

The following report is provided for cursory review prior to action. Specifics relating to the submitted documents of this application may be referenced in the Meeting Packet.

POSSIBLE MOTION: *Approve the improvements to the detached garage within the road right-of-way of N. Venice Beach Road subject to all necessary approvals by Plan Commission, compliance with Chapter 107 Floodplain Ordinance, and to direct staff to work with the Village Attorney to draft an agreement that addresses use and maintenance for consideration of approval at a future Village Board meeting.*

SUMMARY:

The property owner at 34306 Venice Beach Road made improvements to an existing detached garage without permits, including pouring a new concrete slab at the base of the garage, adding new OSB and siding, and installing new ceiling joists inside the garage. The new concrete slab resulted in raising the height of the structure, which is considered a vertical expansion. The Village Board will need to consider whether to accept any improvements made to the structure since it is partially located within the road right-of-way and intended to be reserved for public road purposes.

If the Village Board supports improvements to the existing garage, the applicant will also need to seek approval from the Plan Commission since the structure is nonconforming to road setback and offset (side yard setback) and located within the floodplain.

Road Setback: For any structure located between the base setback and within 20 ft. of the road right-of-way, the Plan Commission may approve a modification to allow a vertical or lateral expansion, provided no portion of the expansion is located any closer to the base setback line than the closest point of the existing structure.

Offset: For any extension or addition to a structure into the minimum offset distance, Plan Commission may approve a special exception to allow such extension or addition as long as said extension or addition does not encroach closer to the side lot line than the existing structure to which it is attached. A special exception requires a public hearing.

Floodplain: The applicant is required to demonstrate that the structural improvements did not exceed 50% of

Brooks garage

the equalized assessed value of the garage. As of 2024, the equalized assessed value of the garage was \$8,900. If the value of improvements exceed 50% of the value of the garage, the applicant is required to fill the lowest floor at or above the regional flood elevation (872.7 NAVD 88) and demonstrate compliance with the general standards of Section 107-6 Floodplain Ordinance. Based on recent survey data, it appears the elevation adjacent to the garage is lower than the regional flood elevation. It is unclear if the elevations are taken at the yard or top of slab. The applicant will need to provide a cost estimate for the improvements and survey the elevation of the floor of the slab to determine compliance with these requirements.

ATTACHMENTS: Property Survey and Site Plan
Images of garage from November, 2025 and August, 2025

FISCAL IMPACT: Any fiscal impacts to the Village as a result of the garage placement in the road right-of-way will be the responsibility of the applicant.

Date October 21, 1988

PLAT OF SURVEY

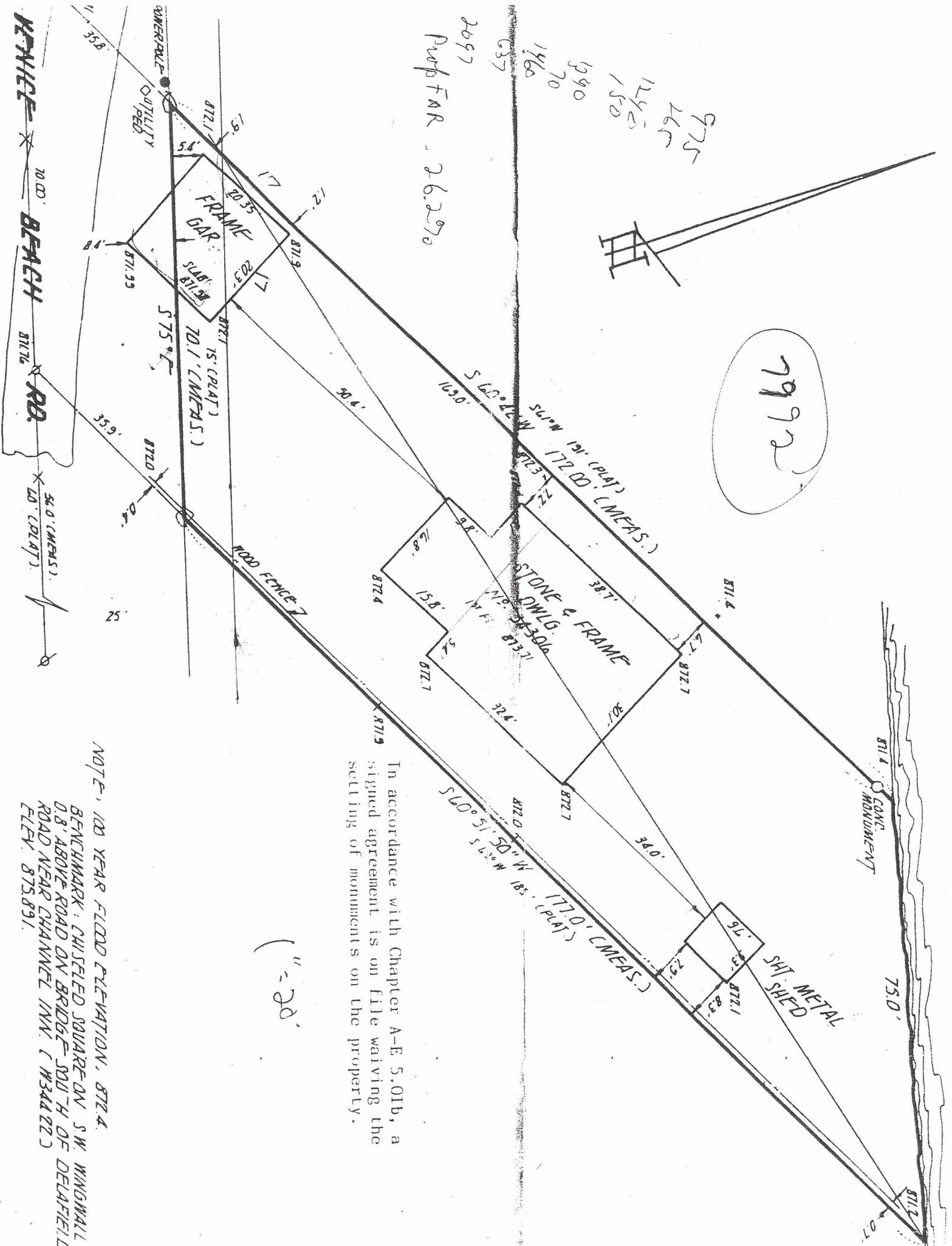
Job No. W-276-37217

LOT 6 - VENICE BEACH SUBDIVISION
of Block "F" of Venice Park, being a part of the Northeast 1/4 of Section 24, Township
7 North, Range 17 East, in the Town of Summit, Waukesha County, Wisconsin.

Owners: Kent Brooks & Karen Heinig

Located at 34306 Venice Beach Road

NE-MAHABIN LAKE
W.S. 82.976 (10/22/86)



In accordance with Chapter A-E 5.01b, a signed agreement is on file waiving the setting of monuments on the property.

1" = 20'

NOTE: 100 YEAR FLOOD ELEVATION, 872.4.
BENCHMARK: CHISELED SQUARE ON S.W. CORNER
0.8' ABOVE ROAD ON BRIDGE 500' N OF DELAFIELD
ROAD NEAR CHANNEL INN. (W344222)
ELEV. 875.891.

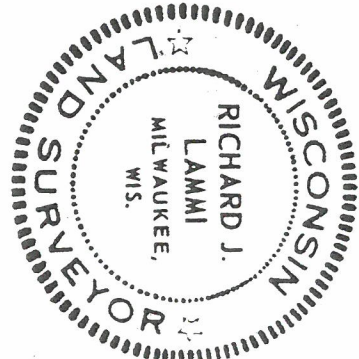
LANDMARK SURVEYING CO.

PHONE 461-3730

FOUND IRON PIPE
SET IRON PIPE
8522 West Lisbon Avenue
Milwaukee, Wisconsin 53222
SURVEYED FOR
Francis Savings and Loan
Association
40 North 124th Street
Waukesha, WI 53226

I, Richard J. Lammi, surveyed the above described property, and the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location and dimensions of all visible structures thereon, fences, apparent easements, roadways and visible encroachments.
This survey is made for the exclusive use of the present owners of the property; also those who purchase, mortgage or guarantee the title thereto, within one year from date hereof.

Richard J. Lammi
REGISTERED LAND SURVEYOR NO. S-777 - STATE OF WISCONSIN



Amy Barrows

Subject:

FW: 34306 VBR



taken November 2025



taken November 2025



taken November 2025



taken November 2025



taken November 2025

Amy Barrows

From: Mike Sindorf
Sent: Friday, March 6, 2026 8:57 AM
To: Amy Barrows
Subject: Venice Beach Rd garage 8/2025



taken 8/2025



Sent from my iTruck

taken 8/2025



Village Hall, 262-567-2757
Fax, 262-567-4115
Public Works 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

MEMORANDUM

To: Village Board

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

Date: March 6, 2026

Re: Department of Public Works Administrative Report

DPW Crew Activities

Cemetery Activity Summary

- One burial was completed in February.
- One double niche sale was sold in February.
- A special Cemetery Board meeting was held on Friday, February 20, 2026 at Village Hall at 8:30 a.m. The next regular Cemetery Board meeting is scheduled for Friday, May 15th at Summit Cemetery beginning at 8:30 a.m.

Equipment Maintenance & Repair

- In late 2025, staff began to have issues with changing out buckets on the John Deere mini-excavator. It was determined that the lift cylinder was not functioning properly. Staff were notified that it was likely the lift cylinder that needed maintenance/repair. Maintenance was deferred to 2026 due to budget constraints, and the lift cylinder was disassembled, inspected, and cleaned. New seals were installed, and it was tested. The total cost for this maintenance work was \$1,112.
- A bucket truck was rented from USSI Rentals in February for 4 weeks for tree trimming and removals. During use on February 16th, the hydraulic line that operates the lift on the truck was damaged. USSI was able to provide an additional truck for staff to continue using, and they will coordinate repairs. Per the rental agreement, the Village will be responsible for repair of the damage. The Village was required to obtain insurance coverage for the equipment during the rental. Discussion and action will occur in a separate agenda item on the March 12th Village Board meeting to address repairs and insurance claims.
- A DPW staff member was involved in an incident with the F450 while using the new trailer to haul the mini-excavator from the Waukesha County Highway Operations building to Village Hall. The F450 sustained some damage, and the trailer's spare tire and safety chain will need to be replaced as a result. There were no other vehicles involved, and there were no injuries. Additional information is included in a separate discussion and action item on the March 12th Village Board meeting.

- Staff will begin to sharpen mower blades and service mowers and equipment in anticipation of warmer weather.

Park Activities

Friends of Summit Parks Update

- The Friends group has not notified staff of an upcoming meeting date.

Road Maintenance Activities

- Staff will address potholes as time and weather permit. Staff have been able to address a few problem areas and complaints from residents.
- Staff have begun to identify roadways where larger patching operations can be completed in 2026.

Facilities Maintenance

- Staff will work with the Police Department to install exterior door numbers to all manned doors, as weather and staffing permit.
- An overhead door in the DPW Building had a roller break, and an overhead door service company was contacted to replace the roller. While they were here, they also oiled the door and tightened sensors on all of the doors on the building. The total cost was \$183.25.
- A spring in one of the overhead doors in the PD garage broke, and an overhead door service company was contacted to make repairs. The total cost was \$862.
- One of the large televisions in the Community Room is experiencing technical issues (will not turn on), and a service company will be coming to diagnose the problem and attempt to make repairs the week of March 9th.

Winter Season Activities

- A summary of the 2025 – 2026 winter weather response activities by the DPW crew is attached for reference.
- The remainder of the seasonal salt fill (150 tons) was ordered and is anticipated to be delivered in early March. The remaining 60 tons of reserve fill will likely be ordered to fill the shed. A separate discussion and action item has been included on the March 12th Village Board meeting for the 2026 – 2027 season salt order through WisDOT.

CTH DR Right-of-Way Ordinance (Waukesha County)

Waukesha County provided the Village an updated Established Street and Highway Width Map of Waukesha County that was approved by ordinance. CTH DR between CTH BB and CTH P was affected by this change, establishing a 100-foot right-of-way along the segment.

Per Wis. Stats. §66.1031, the County is requesting approval for the changes by each municipality. The County has indicated that they believe the best way will be to update the Village's municipal maps and have them approved by the Village Board. Staff will confer with the Village Attorney on the appropriate process. An email with attachments has been attached for reference.

CTH DR Rehabilitation (N Dousman Rd to N Brightwater Blvd)

Waukesha County met virtually with Director Nash on March 5th to provide information on a planned paving project for CTH DR between N Dousman Rd and N Brightwater Blvd. Their initial intent was to complete this work in 2026, but it was deferred to 2027 due to financial constraints. They are taking the opportunity to look at changes to the road width and the

amount of pavement to be replaced. The road was originally built to a wider cross section that is not currently being utilized. The County is looking at a few potential options that would target the area between N Dousman Rd and STH 67:

1. Leave the roadway as is with a wider pavement cross section and 2-lane pavement marking
2. Leave the wide pavement cross section and mark the pavement for 4 lanes.
3. Remove the wider pavement cross section and establish the roadway as 2-lane with turn lanes (essentially, remove the paved shoulder area that would have otherwise been used as additional driving lanes).
4. Hybrid combination of the above options.

The County is reaching out to the City of Oconomowoc as well to get initial thoughts on what is desired in this area. The County is looking for opportunities to reduce the amount of unnecessary pavement. Director Nash and Chief Hartert provided the following comments:

- The intersection at N Dousman Rd and CTH DR is very wide, and there have been safety concerns with cross traffic through this area. If any improvements could be made, the Village would support them.
- There is not enough traffic through this area to warrant 4 lanes throughout the area. Most truck traffic for businesses (including Roundy's) enters off of STH 67. 4 lanes could potentially create additional issues with traffic speeding, which would result in additional issues at the N Dousman Rd intersection.
- The presence of the existing large paved shoulder area contributes to tractor/trailer parking along the roadway, despite the No Parking signage. Removal of this excess pavement could help with this issue.
- If the intent is to "skinny" up the road cross section, the Village would support maintaining a wide paved shoulder to accommodate bicyclists through this area on at least one side of the roadway.

Waukesha County will continue conversations with the Village and City in the future and is welcome to input from the Village staff and elected officials.

Streambed Profile Update Requirement

Waukesha County reached out to the Village in February to advise that the streambed profile update is overdue for the Genesee Lake Rd and Mill Rd bridges. The update was due in May of 2022. Waukesha County had sent out an email advising bridge owners of structures where profiles were due, but the Village did not have any structures listed on the document that they provided at that time. There were additional several communities that also had bridges where streambed profiles needed to be updated that were not notified and/or had their structures included on the inventory.

Staff reached out to the Graef, the consultant who performs bridge inspections for the Village, and they provided a quote of \$300 for each profile (\$600 total). Graef will be able to complete this work in addition to the routine 24-month inspection of the new Delafield Rd bridge.

2026 CTH BB Resurfacing Project

Waukesha County intends to complete a resurfacing project on CTH BB between CTH DR and CTH B this summer. The project will include cold-in-place recycling with a 2.5" overlay. The road will be closed to through traffic (open to local traffic only) throughout the project. The tentative schedule is for July 15th through August 3rd. The County does not intend to sign a detour route since the project duration will be so short, and they intend to utilize PCMS boards with messaging to utilize alternate routes. The Village will issue a press release closer to the project once the County has confirmed the timeline.

N Dousman Road Multi-Use Trail Extension Project

CORRE, Inc. advised staff that they would begin putting together offer packages in mid-February, which will be mailed out to the parcel owners.

Strand Associates and the Village are working with utilities where adjustments to overhead lines are required to accommodate the path. Final PS&E for the project will occur in May.

Waterville Lake Dam Ownership Update

No additional updates have been provided by the Waterville Lake HOA since the virtual meeting occurred on Monday, December 1st between the DNR, the Waterville Lake HOA, and the Village.

The Town of Ottawa reached out to the Village to determine if there are any agreements in place between the Village and the Town with regard to the operation of the dams on Scuppernong Creek. There are no agreements in place, to the Village's knowledge. The Waterville Lake Homeowners Association was also asked to provide any information on any historical agreements, and they advised that they also were not aware of any. The Town is working on updating their EAP for the Bischel Dam (aka Mill Pond Dam) as required by the DNR.

WisDOT STH 67 Improvement Project

A draft State Municipal Financial Agreement (SMFA) for the shared costs of this project and a draft State Municipal Maintenance Agreement (SMMA) were received from WisDOT on March 4th. Discussion and action on the draft agreements will occur in two separate agenda items on the March 12th Village Board meeting.

Staff submitted an application for the Recreational Trails Program (RTP) grant by the due date in early March. The maximum award for this RTP application cycle is \$100,000. The most recent preliminary estimate for the project from WisDOT's project management team was \$164,000, which includes construction, engineering, real estate costs, and a 10% contingency. When the application was submitted, a more conservative contingency was applied to the cost estimate to bring the total project cost to approximately \$200,000. If the project is selected for funding, the Village will be notified of a tentative award approximately 3 to 4 months after the application deadline.

SEWRPC Investigation of Pabst Farms Development Impacts

Staff have reached out to the City of Oconomowoc for any studies that were completed for their new well no. 8 just south of Lake Country Village subdivision, as well as any information that they have obtained through the three monitoring wells installed within the Village. Staff will also continue to work with SEWRPC to obtain information on impacts to local aquifers serving private and public wells, as well as stormwater impacts.

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

Nothing significant to report. Retainage for both projects will likely be held until the spring of 2026 once punch list items are completed.

Waukesha County Damage Assessment for Public Infrastructure (August 2025 Flooding Event)

Nothing significant to report.

Pabst Farms Joint Stormwater District Update

Nothing significant to report.

National Fitness Campaign Status

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

Village Safety Program Development & Implementation

Safety Committee Meeting

The next meeting is scheduled for Monday, March 9th at 9:00 a.m.

NIMS Training Update

One Village Trustee has not completed their NIMS courses to date. Staff will plan on providing an overview of the NIMS requirements to the Village Board as a whole at the May Village Board meeting.

ATTACHMENTS: Email correspondence from Brett Wallace (Waukesha County) RE: Updated Waukesha County Highway Width Map, Local Coordination *(dated 2/9/2026, with attachments)*

2025 – 2026 Winter Weather Response Summary (through 2/28/2026)

Event Date(s)	Response Type	Snow (in)	Staff Hours					Est. Salt Use (Tons)	Est. Brine Use (Gal)	Estimated Costs (Labor, Materials)
			Full Time			Part Time				
			Reg	OT	DT	Reg	OT			
11/29 – 11/30/2025	Full Plow/Salt (including multiple full maintenance cycles)	13.00	-	41.75	33.00	-	24.75	31.95	60.00	\$8,521
12/2 – 12/3/2025	Full Plow/Salt (including drifting maintenance)	0.80	46.00	9.50	-	16.50	-	15.10	96.00	\$3,585
12/6 – 12/8/2025	Full Plow/Salt (including drifting maintenance)	3.40	16.00	-	27.00	-	9.00	11.80	240.00	\$3,601
12/9/2025	Full Plow/Salt (including drifting maintenance)	0.50	25.50	9.00	-	7.00	-	7.35	139.00	\$2,077
12/10 – 12/11/2025	Full Plow/Salt; Full Residential Salt (flash freeze event)	1.50	47.00	12.50	-	21.00	-	30.40	328.00	\$5,224
12/12/2025	Spot Salt (icy road conditions)	0.10	3.00	0.75	-	-	-	2.00	-	\$301
12/29/2025	Full Plow/Salt (including drifting maintenance)	1.30	45.00	9.50	-	10.00	-	22.00	47.00	\$4,019
12/30 – 12/31/2025	Full Plow/Salt	1.10	-	14.00	17.75	4.75	6.00	35.50	142.00	\$5,201
1/1/2026	Full Plow/Salt	0.20	-	-	17.25	-	6.00	15.00	-	\$2,629
1/2/2026	Spot Salt/Plow	0.80	10.00	-	-	-	-	2.00	-	\$488
1/10 – 1/11/2026	Full Plow/Salt	2.10	2.00	15.75	-	-	15.75	16.00	-	\$2,783
1/14/2026	Spot Salt/Plow	0.30	8.00	1.00	-	18.25	-	22.50	-	\$2,660
1/16 – 1/17/2026	Full Plow/Salt (multiple rounds)	6.60	8.00	37.50	-	22.75	25.00	64.00	-	\$8,969

Event Date(s)	Response Type	Snow (in)	Staff Hours					Est. Salt Use (Tons)	Est. Brine Use (Gal)	Estimated Costs (Labor, Materials)
			Full Time			Part Time				
			Reg	OT	DT	Reg	OT			
1/18 – 1/19/2026	Full Plow	1.20	20.00	4.50	-	21.50	2.00	-	-	\$1,148
1/21 – 1/22/2026	Full Plow/Salt (including drifting maintenance)	2.00	28.00	8.25	-	12.00	-	22.00	107.00	\$3,529
2/2/2026	Spot Salt/Plow (main roads only)	0.10	2.50	-	-	-	-	1.50	-	\$202
2/5 – 2/6/2026	Anti-Ice; Full Plow/Salt	0.50	24.75	4.00	-	6.00	-	4.50	615.00	\$1,636
2/8/2026	Full Plow/Salt	0.60	-	-	13.00	-	6.25	4.50	16.00	\$1,526
2/28/2026	Full Plow/Salt	2.20	12.25	11.50	-	-	4.00	11.50	784.00	\$2,235
Totals	Events: 19	38.30	310.00	179.50	108.00	146.75	118.75	320	2,574	\$61,118

Note: Fuel costs, pre-event preparations, and post-event equipment maintenance not included.

From: [Brett Wallace](#)
To: [Wagner, Magdelene](#); [Kamron Nash](#); [Jeremy Smith](#); [Dan Green](#); [tsimonson](#); [Scott Kroeger](#); [thoffman](#)
Cc: [Ethan Moser](#); [Jason Mayer](#); [Zachary Bosch](#)
Subject: Updated Waukesha County Highway Width Map, Local Coordination
Date: Monday, February 9, 2026 6:47:36 AM
Attachments: [image001.png](#)
[eo-180-56.pdf](#)
[Wis. Stats. sec. 66.1031.pdf](#)
[chapter-15-public-works.pdf](#)
[Waukesha County SHW Map Nov 2025.pdf](#)

Waukesha County has updated our Established Street and Highway Width Map of Waukesha County via board ordinance. Per Wisconsin State Statutes §66.1031, we are requesting approval for the changes by each municipality. I suspect the best way to provide approval would be to update your municipal maps and have them approved by the board/council.

The summary of highways being updated are included in the attached ordinance and map update.

Let me know if you have any questions or need additional information.

Thank You.

[eo-180-56.pdf](#)



Brett Wallace, P.E.
Engineering Services Manager
Waukesha County DPW Engineering
515 W. Moreland Blvd., Room 220
Waukesha, WI 53188
bwallace@waukeshacounty.gov

(262) 896-8538

Strategic-Positivity-Command-Woo-Achiever

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

**CHAPTER FIFTEEN
PUBLIC WORKS**

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**CHAPTER 15
PUBLIC WORKS**

ARTICLE I. GENERAL PROVISIONS

Sec. 15-1 Director of Public Works.

The Director of Public Works shall perform such duties as prescribed in the job specification on file in the office of the county clerk.

(Ord. No. 155-69, ' X, 10/24/00)

ARTICLE II. ROADS AND BRIDGES

Division 1 In General

Sec. 15-2 Right-of-way permit fees.

Fees for Right of Way permits shall be specifically identified in the budget book document during the annual budget process and shall be on file in the Office of the Director of Public Works.

(Ord. No. 142-138, '1, 2-16-88; Ord. No. 146-135, ' 1, 3-17-92; Ord. No. 149-93, '1, 12-13-94; Ord. No. 152-11, '1, 05-13-97; Ord. No. 155-116, '1, 02/13/2001; Ord. No. 158-146, 03-23-04; Ord. No. 160-127, 04/03/06; Ord. No. 163-76, 02-04-09; Ord. No. 163-84, 02-24-09, effective 1/1/2010.)

Cross reference - Fees to be charged for permits relative to access to and work within county trunk highways, '15-51.

Secs. 15-3 - 15-25 Reserved.

Division 2 Highway Widths

Cross references - Park and planning commission, ' 4-200 et seq.

State law reference - Authority to adopt such an ordinance, Wis. Stat. ' 30-64.

Sec. 15-26 Territorial applicability.

This article is effective as to streets or highways in any municipality as designated on the map attached to the ordinance adopted on March 21, 1978 and on file in the office of the county clerk upon the filing with the county clerk of the approval thereof by the governing board of such municipality, which approvals shall be recorded in the office of the register of deeds as received.

(Ord. of 6-18-54, ' 7; Ord. of 3-21-78, ' II)

Sec. 15-27 Amendments.

This article may be amended in accordance with section 66.1031, Wisconsin Statutes. Any proposed amendment to the established widths within a given municipality prior to or subsequent to approval by such municipality, shall be submitted to the county board for approval, and where such amendment affects the

established width within another municipality, all affected municipalities shall approve the amendment before it is effective.

(Ord. of 6-18-54, ' 6)

Sec. 15-28 Map adopted.

The map annexed to the ordinance from which this article is derived, marked AEstablished Street and Highway Width Map of Waukesha County,@ and as amended through the adoption date of this Code on which widths have been established pursuant to section 66.1031, Wisconsin Statutes, showing the name, location and width hereby established, is adopted as and shall be the established widths of each of the streets and highways designated and shown thereon.

Sec. 15-29 Widths established.

(a) In order to promote the general welfare, to provide for safe and convenient public travel, and to ensure the stability and economy of future development widths are established as indicated for the streets and highways shown on the established street and highway width map

(b) One-half of such width shall be on each side of the centerline of the street or highway as now located or as the same may be hereafter located.

(Ord. of 6-18-54, " 1, 2)

Sec. 15-30 Encroachments into highway prohibited.

No zoning, building or occupancy permit shall be granted for a structure within the area set forth as the established width of the highways in this article, except that a structure already existing on June 18, 1954 may continue to exist. In addition, no plat shall be approved which does not provide for the street or highway widths herein established. It is anticipated that the local municipalities will adopt provisions in their zoning ordinances and subdivision control ordinances which will provide a means of implementing the requirements of this article along with appropriate appeal provisions to resolve hardships and practical difficulties which may be imposed on landowners in the lateral enforcement of the provisions herein established.

(Ord. of 6-18-54, ' 3; Ord. of 3-21-78, ' I)

Sec. 15-31 Acquisition of excess widths.

Any excess width shown on the map adopted in this article need not immediately be acquired for highway purposes, but may be acquired at any time, either in whole or in part, by the county or by the municipality in which it is located. No part shall be acquired in less than the full extent, in width, of the excess width to be made up of land on the same side of such highway, nor for less than the full distance, in length, of such excess width lying within the limits of contiguous land owned by the same owner, unless the owner and the public authorities purchasing the land shall agree to a lesser width or length, or such acquisition for the full width and length shall require the purchase or removal of buildings or incur unreasonable costs for other reasons, in which case the public authorities may acquire a lesser width or length. Any land so acquired, whether the excess width is acquired for the full length of the highway or not, shall at once become available for public highway purposes.

Division 3 Culvert Pipes

Sec. 15-32 Culvert Pipes-Installation, Repair and Replacement.

(a) *In General.* This regulation is promulgated for the purpose of providing for proper roadway drainage and perpetuation of highway ditches and water flow therein. Driveway, field entrance and side street culverts convey water under access points and side streets. Failure to keep these culverts free of debris and in good condition results in blocked drainage ways, flooding of the highway and adjacent property, and jeopardizes public safety.

(b) *Definitions.*

1. *Department* shall mean the Waukesha County Public Works Department.
2. *Director* shall mean the Waukesha County Director of Public Works or designee.
3. *Engineer* shall mean that Waukesha County Engineering Services Manager or designee.
4. *Maintaining Authority* shall mean, for a public street, the city, town or village having responsibility for roadway maintenance and, for a private driveway or field entrance, the property owner whose driveway crosses the culvert.
5. *Driveway* shall mean any entrance upon a County highway whether improved or not and shall include field entrances.

(c) *Initial Installation.* No person shall install a culvert pipe or any other pipe or device which could or may obstruct or increase the volume (i.e. running drain tile into ditch) of the free flow of water without a valid permit for same obtained from the Department.

(d) *Inspection.* The property owner for a driveway or field entrance culvert or the maintaining authority for a side street culvert shall periodically inspect said culvert. They shall keep the culvert pipe free of debris that may block the free flow of water.

(e) *Replacement.* The property owner shall be responsible for the replacement of any failed, blocked or otherwise unusable culvert pipe so that the free flow of water can be maintained. The cost of said replacement shall be borne by the property owner or maintaining authority.

The property owner, prior to replacing the culvert, shall apply for a proper permit from the Department for such work.

(f) *Department Inspection and Order.* The Department may investigate complaints of blocked culverts. If the culvert is blocked by debris, silt, or other material, the Department may order the owner to clear the blockage. If the owner fails to comply, the Department or its contractor may do the work and bill the owner for the costs therefore. If the Department finds that a culvert is blocked due to collapse of the pipe, it may order the owner to replace the culvert pipe. The notice shall be in written form and delivered to the reported property owner. The owner shall, within ten (10) days, submit a written plan to the Department indicating how and when the culvert will be replaced. The department shall issue a permit for said work and inspect same. Based upon its investigation, the Department may order that a larger size pipe be installed due to changed hydraulic conditions or other conditions requiring a larger size pipe than was previously installed.

(g) *Contract with Department.* The property owner may choose to have the Department install a culvert pipe to be supplied by the owner. The culvert pipe will be installed, at the owner's expense, by the Department following the culvert permit process.

(h) *Failure to Comply.* If the owner fails to submit a plan of compliance within the time frame specified above, the Department may install a culvert of the proper size and charge the cost of same to the property owner. The Department will not restore the driveway surface and will not be liable for the costs of restoration incurred by the property owner.

(Ord. 152-15, ' 1, 05/27/97)

Secs. 15-33 - 15-50. Reserved.

Division 4 Access to and Alterations in County Trunk Highways

Sec. 15-51 Purpose, fees.

This Article is promulgated for the purpose of designating standards within which the county will issue permit pursuant to section 86.07(2), Wisconsin Statutes, for placing, constructing or altering driveways, for movement of traffic between county trunk highways and abutting property or otherwise making excavations or fills, installing culverts or making other alterations in any county trunk highway or in other manner disturbing any such highway or bridge thereon. The purpose of the design standards herein prescribed is to promote the orderly and safe movement in and out of private properties in such manner as will constitute a minimum of interference to through highway traffic, and to control the use of drainage structures and appurtenances as may be necessary to preserve the physical structure of the highway. The Department of Public Works shall charge the fee allowed by Section 15-2 of the Code of Ordinances for each permit granted under this Article.

(Ord. No. 146-56, ' 1(a), 9-10-91; Ord. No 156-62, adopted 10-23-2001, but repealed and recreated by recodification ordinance of 157-105, adopted 1-23-2003.)

(Section 15-51 was amended by Enrolled Ordinance 173-032, effective 09/08/18.)

Sec. 15-52 Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning:

1. *Access Point:* A constructed vehicular pathway to a single parcel of land adjacent to the highway or to many parcels of land all of which are adjacent to the constructed vehicular pathway (public or private street). The term "Access Point" shall be considered as synonymous with the terms point of access, private drive, residential driveway, commercial driveway, street opening or any similar term.
2. *Department of Public Works:* The Waukesha County Department of Public Works.
3. *Director:* The director of the Waukesha County Department of Public Works.

4. *Engineer*: The Engineering Services Manager of the Waukesha County Department of Public Works.

(Ord. No. 146-56, ' 1(b), 9-10-91; Ord. No 156-62, adopted 10-23-2001, but repealed and recreated by recodification ordinance of 157-105, adopted 1-23-2003.)

(Section 15-52 was amended by Enrolled Ordinance 173-032, effective 09/08/18.)

Sec. 15-53 Permit Required.

(a) No person shall construct an Access Point within the meaning of this article until or unless a valid permit has been obtained from the Department of Public Works. In addition, no person shall alter, in any way, existing appurtenances or features within the highway right-of-way including but not limited to, ditches, drainage ways, culverts, bridges, signs, berms, fences, landscaping, retaining walls or pavement surfaces (including existing Access Points) until a proper permit therefore has been obtained.

(b) Any change of a property's use may require a permit, alterations and/or limitations to existing Access Points.

(c) A permit may not be granted for the purpose of parking or servicing vehicles or for advertising, storage, or merchandising of goods on the highway right-of-way.

(Ord. No. 146-56, ' 1(c), 9-10-91; Ord. No 156-62, adopted 10-23-2001, but repealed and recreated by recodification ordinance of 157-105, adopted 1-23-2003.)

(Section 15-53 was amended by Enrolled Ordinance 173-032, effective 09/08/18.)

Sec. 15-54 Access Point design criteria.

(a) For a land use of a single-family home with private access, a sixteen-foot minimum width shall be required. For a single-family home with a shared access, a twenty-two to twenty-four-foot width shall be required.

(b) The design criteria of Access Points for mixed developments shall be determined on a per-case basis by the Department of Public Works as part of the permitting process.

(c) For other land uses, the following design criteria shall be applied to Access Points serving the delineated land uses: (references to types are to specific drawings available through the Department of Public Works from its "Intersection Details" materials.)

<i>1. Multi-Family</i>	<i>Type</i>
a. Less than 10 Units	C
b. 10-20 Units	B

- | | |
|---------------------------------|-------------|
| c. More than 20 units | A, D |
| 2. <i>Subdivisions</i> | <i>Type</i> |
| a. Up to 50 Units | B, D |
| b. Greater than 50 Units | A, D |
| 3. <i>Commercial Industrial</i> | <i>Type</i> |
| a. Up to 25,000 sq. ft. | C |
| b. Greater than 25,000 sq. ft. | A, B, D |

(d) In the event that the applicant proposes a use not enumerated herein, the Engineer shall make the determination of the applicable criteria based upon the need to preserve highway capacity and safety.

(e) A bypass lane shall be required for all “T” type intersections when traffic on the adjacent county highway exceeds two thousand five hundred (2,500) vehicles per day and a bypass lane is ordered by the engineer.

(Ord. No. 146-56, ' 1(d), 9-10-91; Ord. No 156-62, adopted 10-23-2001, but repealed and recreated by recodification ordinance of 157-105, adopted 1-23-2003.)

(Section 15-54 was amended by Enrolled Ordinance 173-032, effective 09/08/18.)

Sec. 15-55. Location and Construction Requirements

(a) The location, design, and construction of an access point shall conform to the following:

1. An Access Point shall be located and restricted as to width as necessary so that the entire Access Point or roadway and its appurtenances are contained within the frontage along the highway of the property served. The Engineer may permit the use of highway rights-of-way to complete construction of the Access Point where said construction would otherwise be outside the boundaries of applicant's property. At public highway intersections, an Access Point shall not provide direct ingress or egress to or from the public highway intersection area and shall not encroach on or occupy areas of the roadway or right-of-way deemed necessary for effective traffic control or for highway signs or signals.

2. An Access Point shall be so located and constructed that vehicles either approaching it or using it will have adequate sight distance in both directions along the highway. This adequate sight distance shall be defined as follows:
 - A. For developments of four (4) units or less, the sight distance shall be equal to the stopping sight distance for the posted speed on the county highway immediately in front of the property.

- B. For developments of more than four (4) residential units and for all other developments, the sight distance shall be at least equal to the 1990 AASHTO Design Guide Curve B-2.
3. Except on a controlled-access highway, the number of Access Points permitted serving single property frontage prior to any land division along a county trunk highway shall be the minimum deemed necessary by the Engineer for reasonable service to the property without undue impairment of safety, convenience, and utility of the highway. Successive land divisions shall not increase the number of Access Points permitted. However, the number of Access Points permitted shall not be greater than the following:

Distance	Number of Access Points
Less than 600 ft.	1
600 ft. – 1,499 ft.	2
1,500 ft. – 2,500 ft.	3
Greater than 2,500 ft.	4

In addition, a minimum distance of five hundred (500) feet shall be maintained from the intersection of any federal highway, state highway, county trunk highway, or other public or private side road. Such distance shall be measured from the centerline of the Access Point to the nearest edge of pavement of the federal highway, state highway, county trunk highway or other public or private side road.

- (b) When a property seeking access to a county trunk highway also has frontage on a city, village or town road, then the access to the property shall be from the city, village or town road. In exceptional circumstances, the Department of Public Works will allow access to the county trunk highway but these requests will be reviewed on a case-by-case basis.
- (c) For Access Points other than private driveways, vision corner easements shall be provided if deemed necessary by the Department of Public Works. Vision corner easements shall begin at a point along the side road (or driveway) centerline one hundred (100) feet from the centerline of the adjoining county trunk highway and shall traverse diagonally to a point one hundred fifty (150) feet along the centerline of the county trunk highway from the center of the side road. Within the area of the vision corner easement, the height of all plantings, berms, fencing, signs or any other structure shall be limited to twenty-four (24) inches above the intersection elevation. No roadway access is permitted over the vision corners from the adjacent lots.
- (d) Preliminary Survey/Plat Review.
1. Preliminary or conceptual certified survey maps and subdivision plats which are adjacent to a county trunk highway shall be sent to the Department of Public Works during the review process by the local municipality. The Department of Public Works will undertake a preliminary review of the map or plat to determine its compliance with the access control requirements of this Article.
 2. Failure of an owner to obtain a preliminary review of a certified survey map or

subdivision plat when adjacent to a county trunk highway may prohibit the issuance of an access permit from any parcels created as set forth in this Article.

3. The preliminary approval by the Department of Public Works is based on terms of this Article, topographic conditions, traffic conditions, speed limits, other access locations and geometric standards which are existing at the time that such approval is given.
 4. The issuance of a permit to construct a driveway will be based upon conditions present at the time that the driveway permit is applied for. Therefore, the preliminary approval may not guarantee the issuance of an access permit when the permit is applied for.
- (e) The island area on the right-of-way between successive Access Points or adjoining an Access Point and between the highway shoulder and right-of-way line shall remain unimproved for vehicular travel or parking. Such areas shall be considered as restricted and may be filled in or graded down only as provided by this Article.
- (f) The surface of the Access Point connecting with rural-type highway sections shall slope down and away from the edge of pavement a sufficient amount and distance to preclude ordinary surface water drainage from the Access Point area flowing onto the highway roadbed.
- (g) The Access Point shall not obstruct or impair drainage in highway side ditches or roadside areas. Access Point culverts, where necessary, shall be adequate for surface water drainage along the highway and in no case less than the equivalent of a fifteen (15)-inch diameter pipe. The distance between culverts under successive Access Points shall be not less than ten (10) feet except as such restricted area is permitted to be filled in under the provisions of this ordinance. The Department of Public Works may opt to require that all culvert pipes for single family home Access Points be installed by Department of Public Works personnel unless the Engineer approves installation by the property owner's contractor after notice to the Department of Public Works by the contractor or property owner. In the event that installation is performed by the permittee or contractor, prior to backfilling, the Department of Public Works must inspect and approve the installation. Culvert pipes installed by the Department of Public Works shall be supplied by the permittee.
- (h) When any curb or gutter is removed for constructing an Access Point, the new connections shall be of equivalent acceptable material and curb returns provided or restored in a neat, workmanlike manner. The Access Point surface shall connect with the highway pavement and the sidewalk, if any, in a neat, workmanlike manner. The Access Point construction shall include replacement of sidewalk areas which are inadequate or become damaged by reason of vehicular travel across the sidewalk.
- (i) Any highway surfaces, shoulders, ditches and vegetation that are disturbed by the construction of the Access Point shall be restored to the equivalent of the original condition by the permittee. In the event that the permittee fails to comply with this section and the Department of Public Works must engage in restoration work, the permittee shall be charged an hourly rate in addition to the cost of necessary supplies used in such work.
- (j) The restricted area between successive Access Points may be filled in or graded down only when the following requirements are fully complied with:

1. The filling in or grading down shall be to grades approved by the Engineer and except where highway drainage is by means of curb and gutter, water drainage of the area shall be directed away from the highway roadbed in a suitable manner.
2. Culvert extension under the restricted area shall be of like size and equivalent acceptable material of the Access Point culvert and intermediate manholes adequate for clean-out purposes may be required where the total culvert length exceeds one hundred (100) feet.
3. Where no highway side ditch separates the restricted area from the highway roadbed, permanent provision may be required to separate the area from the highway roadbed, to prevent its use for Access Point or parking purposes, by construction of a border, curb, rail or posts deemed adequate by the Engineer.

(Ord. No. 146-56, 'l(e), 9-10-91; Ord. No. 149-93, '2, 12-13-94; Ord. No 156-62, adopted 10-23-2001, but repealed and recreated by recodification ordinance of 157-105, adopted 1-23-2003.)

(Section 15-55 was amended by Enrolled Ordinance 173-032, effective 09/08/18.)

Sec. 15-56 Public Works Department authority, permit requirements and application process.

- (a) The applicant shall complete the required permit forms as supplied by the Department of Public Works. They shall be submitted to the Department of Public Works along with supplemental information required by this Article.
- (b) Applications shall be accompanied by a subdivision plat, certified survey map, plat of survey or proposed site plan showing the location of the Access Point desired.
- (c) The applicant shall stake the location or centerline of the proposed Access Point in the field with surveying lath and an identifying colored ribbon.
- (d) Applicants for access to developments with more than one hundred (100) residential units or fifty thousand (50,000) square feet of building area for commercial, industrial or institutional development or any combination thereof, shall be required to submit a traffic impact study in a form as specified by the Department of Public Works. The Department of Public Works reserves the right to require a traffic study for any development or may require an abbreviated traffic study if deemed necessary.
- (e) Applicants must represent all parties in interest to the land and the Department of Public Works shall provide a permit form which requires the applicant to affirmatively state that they represent all parties in interest.
- (f) Before a permit is issued, the Department of Public Works may require that the permittee show to the Engineer's satisfaction:
 1. That the type of construction and materials to be used by the applicant are suitable and appropriate for the intended purpose of the applicant; and,
 2. That the permittee has a plan to make the installation of the Access Point without jeopardy to or interference with traffic using the highway.

- (g) No relocations, revisions or additions shall be made to the proposed or existing access point or its appurtenances on the right-of-way without the written permission of the Engineer. Upon completion and approval of the Access Point, no revisions may be made without the prior written approval of the Engineer.
- (h) All permittees must agree, on the form supplied by the Department of Public Works, to hold the county harmless against any action for personal injury or property damage sustained by reason of the issuance or exercise of the permit.
- (i) The Department of Public Work's authorization to issue permits pursuant to this Article is limited to permits for placing, constructing and altering private Access Points, with and without pipes, for the movement of traffic between county trunk highways and abutting property, and to landscaping or other minor grading or alterations in roadway slopes and embankments on county trunk highways adjacent to lands owned by the permittee.
- (j) Permits for such installations or alterations within the limits and conditions established hereby shall be issued by the Engineer and permits for such installations or alterations exceeding the limits or conditions established hereby shall be issued only on specific approval of the Director.
- (k) No permit shall be issued or be valid for construction of an Access Point connecting adjacent lands directly with the through roadway of a controlled-access highway unless and until such Access Point is authorized and approved by the Director.

(Ord. No. 146-56, ' 1(f), 9-10-91; Ord. No 156-62, adopted 10-23-2001, but repealed and recreated by recodification ordinance of 157-105, adopted 1-23-2003.)

(Section 15-56 was amended by Enrolled Ordinance 173-032, effective 09/08/18.)

Sec. 15-57 Appeal of denial of permit.

Any applicant for a permit under this Article is entitled to pursue an appeal pursuant to Chapter 18, Miscellaneous Provisions, Article IV. Municipal Appeals of the Waukesha County Code of Ordinances.

(Ord. No. 146-56, ' 1(g), 9-10-91; Ord. No 156-62, adopted 10-23-2001, but repealed and recreated by recodification ordinance of 157-105, adopted 1-23-2003.)

(Section 15-57 was amended by Enrolled Ordinance 173-032, effective 09/08/18.)

Sec. 15-58 Violations.

(a) Any Access Point which is found to have been constructed in violation of these regulations shall be declared illegal. The illegal Access Point shall be treated as follows:

1. The violator shall be notified, in writing, that he has an illegal Access Point and must apply for a permit.
2. The violator shall be given ten (10) business days within which to file a proper application.
3. The violator's application shall be reviewed and either a permit issued or a notice of correction

issued.

4. The violator shall have twenty (20) business days to submit a plan of corrections and timetable for building same for approval by the Engineer.
5. If the violator fails to apply for a permit or submit a plan of corrections, or implement the plan in accordance with the timetable, the Access Point shall be removed or rendered unusable by the Department of Public Works. Costs associated with said removal or obstruction shall be charged to the violator.

(b) Any person, firm or corporation who fails to comply with the provisions of these regulations shall, upon conviction thereof, forfeit not less than twenty-five dollars (\$25.00) nor more than two hundred dollars (\$200.00) and the cost of prosecution for each violation, and in default of payment of such forfeiture and costs shall be imprisoned in the county jail until payment thereof, but not exceeding thirty (30) days. Each day a violation exists or continues shall constitute a separate offense. Compliance therewith may also be enforced by court-ordered injunction at the suit of the county as provided by law.

(Ord. No. 146-56, ' 1(h), 9-10-91; Ord. No 156-62, adopted 10-23-2001, but repealed and recreated by recodification ordinance of 157-105, adopted 1-23-2003.)

(Section 15-58 was amended by Enrolled Ordinance 173-032, effective 09/08/18.)

Sec. 15-59 Conditions related to reconstruction of county trunk highways.

Should the permittee desire to reconstruct a portion of the county trunk highway in order to comply with the provisions of this Chapter, the following additional conditions may be imposed by the Director prior to issuing any permit:

1. Undertake soil borings and a soil report prepared by an approved firm. Prepare a pavement design based on the soil boring data and the existing ADT (Average Daily Traffic) plus a ten (10) percent increase. The design must use WDOT pavement design methods. The minimum typical section allowed will be six (6) inches of asphaltic concrete pavement, HMA Pavement Type 4 MT 58-28S on a base of twelve (12) inches of crushed aggregate base course.
2. Utility coordination must be completed prior to approval of plans. The coordination includes documentation showing utility agreements and time schedule for relocation of any utilities. The copies of utility agreements must be attached to the final plans and are required prior to issuing any permits or the beginning of construction.
3. The permittee will hold public information meetings at which the proposed work will be presented and public comments can be received. The process will give the opportunity for written comments. Comments will be reviewed by the Department of Public Works and the Department of Public Works may require changes to the proposed work based upon comments received.
4. All grading and paving work within the County highway right of way will be limited to the period between May 15 and October 15. Exceptions are landscaping and placement of incidental items (signs, guardrails, etc.).

5. Permittee is responsible for the placement and maintenance of all barricades and detours associated with the work. All detour routes must be approved in advance by the maintaining authorities.
6. A performance bond, letter of credit, or certified check sufficient to construct the entire project will be provided to the County and will be returned after the work is completed to the Department of Public Works' satisfaction. The Permittee will also provide appropriate liability insurance in amounts as determined by the Department of Public Works.
7. The Permittee and the Department of Public Works shall agree upon the need for and length of time for any road closure. This agreement shall be in writing and signed by both the Permittee and the Department of Public Works. Should the Permittee fail to complete work to the satisfaction of the Department of Public Works within the time agreed upon, a penalty may be imposed upon the Permittee. The penalty shall be calculated by multiplying the average daily traffic (ADT) on the road prior to the closure times the detour length in miles times the daily vehicle operating cost as determined by the Department of Public Works. The penalty shall be imposed for each and every day that the road remains closed beyond the agreed upon opening date. Should the Permittee fail to pay said penalty, he shall forfeit his performance bond in paragraph (6) above.

(Ord. 152-15, ' 2, 05-27-97; Ord. 153-60, 8/11/98; Ord. No 156-62, adopted 10-23-2001, but repealed and recreated by recodification ordinance of 157-105, adopted 1-23-2003.)

(Section 15-59 was amended by Enrolled Ordinance 173-032, effective 09/08/18.)

Secs. 15-60 - 15-80 Reserved.

ARTICLE III. TRAFFIC

Sec. 15-81 Traffic safety commission.

- (a) There is a traffic safety commission.
- (b) The traffic safety commission shall be composed of the following:
 1. The director of public works or a designated representative;
 2. The county sheriff or his representative;
 3. The chief of the state patrol or his representative;
 4. The state highway engineer or his representative;
 5. One (1) representative from each of the following disciplines:
 - A. education;
 - B. medicine;

C. law.

The members listed in paragraph 5 shall be appointed by the county executive and confirmed by the county board.

(c) With the exception of any members who are also members of the Waukesha County Board, all members shall receive as compensation from the county whatever sum is available in reimbursement from the state, with any such payment which is received by the county highway commissioner or the chief county traffic law enforcement officer to be paid into the county treasury for any meeting which is held during their normal working hours. Members who are also members of the Waukesha County Board are subject to Section 7-94.

(Res. No. 115, 2-9-73)

Cross reference - Boards and commissions generally, ' 4-95 et seq.

State law reference - Traffic safety commission, Wis. Stat. ' 83.013.

Sec. 15-82 State traffic laws adopted.

(a) Except as otherwise specifically provided in this section, the statutory and administrative provisions in chapters 340 to 348, and sections 941.01, Wisconsin Statutes, describing and defining regulations with respect to vehicles and traffic, exclusive of any regulations for which the statutory penalty is a fine or term of imprisonment, and Chapters Trans. 305, Trans. 325, and Trans. 327, Wis. Admin. Code defining regulations regarding standards for vehicle equipment, motor carrier safety regulations, and motor carrier safety are hereby adopted and by reference made a part of this section as if fully set forth herein. Any acts required to be performed or prohibited by any regulation incorporated herein by reference is prohibited by this section. Any future amendments, revisions or modifications of the statutory regulations in chapters 340 to 348, and sections 941.01 or Chapters Trans. 305, Trans. 325, and Trans. 327, Wis. Admin. Code are intended to be made part of this section in order to secure, to the extent legally practical, statewide regulation of vehicle traffic on the highways, streets and alleys of the state.

(b) The penalty for violation of any provision of this section shall be a forfeiture as provided in this section together with costs under Chapter 346 of the Wisconsin Statutes. Except as otherwise provided, forfeitures for violation of this section shall conform to the forfeiture permitted to be imposed for violation of the statutes adopted by reference, including any variations or increases for subsequent offenses. The forfeiture for violation of any statute adopted by reference herein for which the penalty is a fine shall not exceed the maximum fine permitted under such statute.

(c) This section shall be enforced according section to 66.0114, chapter 299 and sections 345.20 to 345.53 of the Wisconsin Statutes. Any person arrested for a violation of this section may make a deposit of money as directed by the arresting officer at the police station or at the office of the clerk of court or by mailing the deposit to such places. If the deposit is mailed, the signed statement required under such section shall be mailed with the deposit. The arresting officer or the person receiving the deposit shall notify the arrested person, orally or in writing, that:

1. If he fails to appear in court at the time fixed in the citation, he will be deemed to have tendered a plea of no contest and submitted to a forfeiture plus costs not to exceed the amount of the deposit; or

2. If he fails to appear in court at the time fixed in the citation and if the court does not accept the deposit as a forfeiture, he will be summoned into court to answer the complaint. The amount of the deposit shall be determined in accordance with the deposit schedule established by the board of county judges. The arresting officer or the person receiving the deposit shall issue the arrested person a receipt therefor as required by section 345.26(3)(b) of the Wisconsin Statutes;
3. If a deposit schedule has not been established, the arresting officer shall require the alleged offender to deposit not less than the maximum forfeiture permitted under this section.

(d) Implements of Husbandry. Except in circumstances excepted in Section 348.15(9), Wis. Stats., no person shall operate an implement of husbandry, including Category B implements of husbandry as defined in Section 340.01(24)1.b., Wis. Stats., on the Waukesha County trunk highway system which exceeds the weight limits imposed by Section 348.15(3)(g), Wis. Stats., unless the person operating the implement of husbandry possesses a valid no-fee permit issued by the county pursuant to authority granted under Section 348.27, Wis. Stats.

1. Permit applications for implements of husbandry to exceed weight limits on county trunk highways shall be made in conformance with the requirements of Section 348.27(19), Wis. Stats., and shall be submitted to the Director of Public Works on forms prescribed by the Wisconsin Department of Transportation.
2. The provisions of Section 348.27(19), Wis. Stats., shall apply to the review, approval or denial of permit applications, and to the appeal by the applicant of any adverse determination.
3. Any person who violates this subsection, including any violation of a permit issued pursuant hereto, shall be subject to penalties as set forth in Section 348.21, Wis. Stats., and is further subject to enforcement by injunction and/or revocation of any permit issued pursuant to this subsection.
4. This subsection shall be effective from January 1, 2015 through January 1, 2020.

(Ord. of 10-26-72, ' 1-3; Ord. of 2-19-74, ' 1; Ord. of 6-20-74, ' 1; Ord. of 11-4-74, ' 1; Ord. of 2-15-77, ' 1; Ord. No. 142-36, ' 1, 7-21-87; Ord. No. 158-120, 1-13-04; Ord. No. 169-86, 12/26/14.)

Sec. 15-83. Abandoned motor vehicles.

(a) No person shall leave unattended any motor vehicle, trailer, semi-trailer or mobile home on any public highway or private or public property, for such time and under such circumstances as to cause the vehicle to reasonably appear to have been abandoned. Except as otherwise provided in this section, whenever any vehicle has been left unattended without the permission of the property owner for more than forty-eight (48) hours, the vehicle is deemed abandoned and is hereby declared to be a public nuisance and may be abated as hereinafter provided. A motor vehicle shall not be considered an abandoned motor vehicle when it is out of the ordinary public view, or when designated as not abandoned by the county sheriff's department.

(b) Any vehicle in violation of this section shall be impounded until lawfully claimed or disposed of under subsection c., except that if it is deemed by the sheriff that the costs of towing and storage charges for the impoundment would exceed the value of the vehicle, the vehicle may be junked or sold by the sheriff

prior to expiration of the impoundment period upon determination by the sheriff that the vehicle is not stolen or otherwise wanted for evidence or other reason. All substantially complete vehicles in excess of nineteen (19) model years of age shall be disposed of in accordance with subsection c.

(c) Any abandoned vehicle shall be impounded at a suitable place of impoundment designated by the sheriff and disposed of as follows:

1. The owner of any abandoned vehicle except a stolen vehicle is responsible for the abandonment and all costs of impounding and disposing of the vehicle. Costs not recovered from the sale of the vehicle may be recovered in a civil action by the county against the owner;
2. Any vehicle which is deemed abandoned by the sheriff and not disposed of under subsection (b) shall be retained in storage for a minimum of ten (10) days after certified mail notice has been sent to the owner and lienholders of record to permit reclamation of the vehicle after payment of accrued charges. Such notices shall set forth the year, make, model and serial number of the abandoned motor vehicle, the place where the vehicle is being held, and shall inform the owner and any lienholders of their right to reclaim the vehicle. The notice shall state that the failure of the owner or lienholders to exercise their rights to reclaim the vehicle under this section shall be deemed a waiver of all rights, title, and interest in the vehicle and a consent to the sale of the vehicle. Each retained vehicle not reclaimed by its owner or lienholders may be sold. The sheriff may dispose of the vehicle by sealed bid or auction sale. At such a sale the highest bid for any such motor vehicle shall be accepted unless the same is deemed inadequate by the sheriff, in which event all bids may be rejected. If all bids are rejected or if no bid is received, the sheriff may either readvertise the sale, adjourn the sale to a definite date, sell the motor vehicle at a private sale, or junk the motor vehicle. Any interested person may offer bids on each abandoned vehicle to be sold. Upon sale of an abandoned vehicle, the sheriff shall supply the purchaser with a completed form designated by the department of motor vehicles enabling the purchaser to obtain a regular certificate of title for the vehicle. The purchaser shall have ten (10) days to remove the vehicle from the storage area, but shall pay a storage fee of five dollars (\$5.00) for each day the vehicle remains in storage after the second business day subsequent to the sale date. Ten (10) days after the sale, the purchaser shall forfeit all interest in the vehicle and the vehicle shall be deemed to be abandoned and may be sold again. Any listing of vehicles to be sold by the sheriff shall be made available to any interested person or organization which makes a written request for such list. The sheriff may charge a fee for the list;
3. Within five (5) days after the sale or disposal of the vehicle as provided, the sheriff shall advise the department of motor vehicles of the sale or disposition on a form supplied by the department.

(d) The following penalties apply to this section:

1. Any person over the age of seventeen (17) years violating the provisions of this section shall be subject to a forfeiture of not less than twenty-five dollars (\$25.00) or more than two hundred dollars (\$200.00) plus costs, for each offense. Failure to pay any forfeiture hereunder shall subject any violator over the age of seventeen (17) years to be sentenced to the county jail until the forfeiture is paid, but for a period not to exceed ninety (90) days.
2. Any person between the ages of fourteen (14) and seventeen (17) violating the provisions of

this section shall be subject to a forfeiture of not less than ten dollars (\$10.00) or more than twenty-five dollars (\$25.00), plus costs, for each offense or shall be referred to the proper authorities as provided in chapters 48 and 938 of the Wisconsin Statutes.

3. Any person under the age of fourteen (14) violating any of the provisions of this section shall be referred to the proper authorities as provided in chapters 48 and 938 of the Wisconsin Statutes.

(e) It shall be the duty of the county sheriff and the district attorney to enforce the provisions of this section. Such enforcement shall be initiated by either a county ordinance citation being written, whose contents shall conform to the requirements found in section 800.02 (2) of the Wisconsin Statutes, or shall be referred to the district attorney's office where a county ordinance complaint shall be drafted and served upon the violator.

(Ord. of 10-27-81, " 25.05 (7), (8), 25.07; Ord. of 3-16-82)

State law reference - Authority to so provide, Wis. Stat. ' 342.40.

Sec. 15-84 Snowmobiles.

(a) The restrictions and prohibitions concerning the operation of snowmobiles together with the definitions of words and phrases found in chapter 350 of the Wisconsin Statutes, as now or hereinafter amended, are hereby adopted by reference and made a part of this section with the same force and effect as if fully set forth herein.

(b) The following penalties apply to violations of this section:

1. Any person over the age of seventeen (17) years violating the provisions of this section shall be subject to a forfeiture of not less than twenty-five dollars (\$25.00) or more than two hundred dollars (\$200.00), plus costs, for each offense. Failure to pay any forfeiture hereunder shall subject any violator over the age of seventeen (17) years to be sentenced to the county jail until the forfeiture is paid, but for a period not to exceed ninety (90) days;
2. Any person between the ages of fourteen (14) and seventeen (17) years violating the provisions of this section shall be subject to a forfeiture of not less than ten dollars (\$10.00) or more than twenty-five dollars (\$25.00), plus costs, for each offense or shall be referred to the proper authorities as provided in chapters 48 and 938 of the Wisconsin Statutes;
3. Any person under the age of fourteen (14) years violating any of the provisions of this section shall be referred to the proper authorities as provided in chapters 48 and 938 of the Wisconsin Statutes.

(c) It shall be the duty of the county sheriff's department and the district attorney to enforce the provisions of this section. Such enforcement shall be initiated by either a county ordinance citation being written, whose contents shall conform to the requirements found in section 800.02(2) of the Wisconsin Statutes, or shall be referred to the district attorney's office where a county ordinance complaint shall be drafted and served upon the violator.

(Ord. of 10-27-81, " 25.05(5), (8), 25.07; Ord. of 3-16-82; Ord. No. 142-36, ' 2, 7-21-87)

Sec. 15-85 Operation of motorized vehicles.

(a) With the exception of motorized wheelchairs, scooters or other motorized vehicles used for the purposes of transporting an individual who needs assistance with walking because of disability, no self-propelled motor vehicle shall be operated on any county lands except on the traveled portion of any public thoroughfare and parking areas specifically designated for such traveling or parking.

(b) In this section:

1. Self-propelled motor vehicle includes any mini-bikes, trail bikes, or other all-terrain vehicle, but does not include snowmobiles.
2. Public thoroughfare includes any public road, street, alley, highway, freeway, interstate, county trunk highway, or public right-of-way.
3. Traveled portion or parking lot means the paved or otherwise surfaced portion of the roadway and the prepared shoulders, but does not include the grass areas within the statutory limits of the highways and contiguous to the traveled portion thereof.

(c) This section does not apply to land or property leased by persons or corporations from the county or land upon which permits for a specific limited use has been granted.

(d) The following penalties apply to violations of this section:

1. Any person over the age of seventeen (17) years violating the provisions of the section shall be subject to a forfeiture of not less than twenty-five dollars (\$25.00) or more than two hundred dollars (\$200.00), plus costs, for each offense. Failure to pay any forfeiture hereunder shall subject any violator over the age of seventeen (17) years to be sentenced to the county jail until the forfeiture is paid, but for a period not to exceed ninety (90) days;
2. Any person between the ages of fourteen (14) and seventeen (17) years violating the provisions of this section shall be subject to a forfeiture of not less than ten dollars (\$10.00) or more than twenty-five dollars (\$25.00), plus costs, for each offense or shall be referred to the proper authorities as provided in chapter 48 of the Wisconsin Statutes;
3. Any person under the age of fourteen (14) years violating any of the provisions of this section shall be referred to the proper authorities as provided in chapter 48 of the Wisconsin Statutes.

(e) It shall be the duty of the county sheriff and the district attorney to enforce the provisions of this section. Such enforcement shall be initiated by either a county ordinance citation being written, whose contents shall conform to the requirements found in section 800.02(2) of the Wisconsin Statutes, or shall be referred to the district attorney where a county ordinance complaint shall be drafted and served upon the violator.

(f) The restrictions and prohibitions concerning the operation of all-terrain vehicles along with the definitions of words and phrases found in section 23.33 of the Wisconsin Statutes, as now or hereinafter

amended, are hereby adopted by reference and made a part of this section with the same force and effect as if fully set forth herein. In the event any provisions of section 15-85 (a) through (e) conflict with this section, the provisions of this section shall supersede any conflicting provisions of section 15-85 (a) through (e).

(Ord. of 10-27-81, " 25.05(6)(a), (8), 25.07; Ord. of 3-16-82; Ord. No. 142-36, ' 3, 7-21-87)

Sec. 15-86 Parking generally.

(a) The restrictions on stopping and parking vehicles found in section 346.50 through section 346.55 of the Wisconsin Statutes are hereby adopted by reference and made a part of this section with the same force and effect as if fully set forth herein. For the purpose of this section the definitions of words and phrases contained in chapter 346 of the Wisconsin Statutes are hereby adopted and by reference made a part hereof with the same force and effect as if fully set forth herein. In addition, any area marked temporarily by the sheriff's department with no parking and/or tow away signs shall be included in the areas where parking is prohibited as described in the below adopted references.

(b) Any person under the age of fourteen (14) years violating any of the provisions of this section shall be referred to the proper authorities as provided in chapter 48 of the Wisconsin Statutes. Any person violating the provisions of this section shall be subject to a forfeiture of not more than ten dollars (\$10.00) plus costs. In the event the vehicle must be towed, the cost of such towing will be at the owner's expense.

(c) It shall be the duty of the county sheriff and the district attorney to enforce the provisions of this section. Such enforcement shall be initiated by either a county ordinance citation being written, whose contents shall conform to the requirements found in section 800.02(2) of the Wisconsin Statutes, or shall be referred to the district attorney where a county ordinance complaint shall be drafted and served upon the violator.

(Ord. of 10-27-81, " 25.05(6)(b), (8), 25.07; Ord. of 3-16-82)

Sec. 15-87 Parking at county courthouse and office building.

(a) *Definitions.* All terms used in this section shall have the meaning as contained in section 340.01, Wisconsin Statutes with the following additions:

Employee rideshare vehicle: A motor vehicle occupied by two (2) or more county or other employees and used for the purpose of commuting to and from work.

(b) The county executive with the consent of the public works committee has the authority for establishing areas for land owned or leased by the county and for regulating, prohibiting, or restricting parking on such areas or parts of such areas. This includes, without limitation, establishing provisions which limit parking for certain purposes, which limit parking to only certain personnel, which limit parking to specific periods of time, or which require permits for parking in certain areas.

(c) No person shall park a motor vehicle on any portion of the county grounds or parking lots except in designated parking stalls. It shall be unlawful to park on any highway, within parking lots, or along any of the roadways or highways from the parking lot where such parking is prohibited by a posting or by yellow curb or roadway markings.

(d) No person shall, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday exclusive of holidays, park a motor vehicle beyond the time permitted by posted signs in designated parking areas.

(e) No person shall park a motor vehicle in a parking stall designated for the disabled unless such vehicle displays special registration plates or a special identification card issued under section 341.14(1), (1a), (1e), (1m), or (1q), Wisconsin Statutes.

(f) No person shall park a motor vehicle in a parking space reserved for a particular county department unless such vehicle is a county-owned vehicle assigned to that department.

(g) No person shall park a motor vehicle in a parking space reserved for employee rideshare vehicles unless that vehicle is in use as an employee rideshare vehicle and has a required sticker identifying it as an employee ride share vehicle.

(h) Any person violating this section of the County Code shall be required to pay a forfeiture of not less than ten dollars (\$10.00) or more than fifty dollars (\$50.00). Each period of parking in violation of this section shall be considered a separate offense, regardless of whether or not more than one (1) day is involved.

(i) Any person charged with violating this section may post bail of ten dollars (\$10.00) with the clerk of the circuit court within forty-eight (48) hours of the time of the offense and shall thereupon be relieved of any further liability under this section.

(j) The county authorizes the use of a citation to be issued for violations of this section.

(k) Citations issued pursuant to this section shall conform to the requirements of section 66.0113, Wisconsin Statutes, and shall contain all information required by that statute, as it is from time to time amended.

(l) The Department of Parks and Land Use shall enforce the provisions of this section. The Director of Parks and Land Use may designate citation authority to employees employed as park rangers or park ranger coordinator and is authorized to enter into written agreements with local law enforcement agencies delegating the enforcement of this section.

(Ord No. 148-109, ' 2, 12-17-93; Ord. No. 149-9, ' 1, 5-24 94)

State law reference - Authority to regulate stopping, standing, and parking, Wis. Stat. ' 349.13.

(Section 15-87(l) was amended by Enrolled Ordinance 180-4, effective 05/03/2025.)

Sec. 15-88 Parking, etc., in county park/ride lots.

(a) The following restrictions apply to parking and stopping in all park/ride lots under county jurisdiction:

1. No person shall stop or leave any tractor- trailer trucks at any time.
2. No persons shall stop or leave standing any vehicle for more than twenty-four (24) hours; any vehicle left for more than twenty-four (24) hours shall be considered abandoned and will be towed away.

(b) Any person violating this section shall be required to forfeit not less than twenty dollars (\$20.00) or more than forty dollars (\$40.00) for the first offense, and not less than fifty dollars (\$50.00) or more than one hundred dollars (\$100.00) for the second or subsequent conviction within a one-year period.

(Ord. of 6-18-85)

66.1023 MUNICIPAL LAW

Updated 23-24 Wis. Stats. 152

to contribute, directly or indirectly, to the Wisconsin retirement system and also to another retirement plan for the employee.

(c) An employee may elect to continue under a previously established retirement plan as provided by par. (b) only if the participating employer in the Wisconsin retirement system which acquired the transportation system files with the department of employee trust funds within 60 days after the date of acquisition notice of election to make the option available. An employee who does not elect under par. (b), according to the procedures established by the department of employee trust funds, to continue participation under a previously established retirement plan within 60 days after the employer's notice is filed is a participant in the Wisconsin retirement system.

(3) A person who commences employment on or after January 1, 1982 or the date of acquisition, whichever is later, with a transportation system which has been acquired by a participating employer in the Wisconsin retirement system is, if otherwise eligible under the Wisconsin retirement system, a participating employee under that system.

History: 1977 c. 418; 1981 c. 96; 1999 a. 150 s. 607; Stats. 1999 s. 66.1023.

66.1024 Effect of reservation or exception in conveyance. Whenever an executed and recorded deed, land contract, or mortgage of lands abutting on an existing public street, highway, or alley or a projected extension thereof contains language reserving or excepting certain lands for street, highway, or alley purposes, the reservation or exception shall constitute a dedication for such purpose to the public body having jurisdiction over the highway, street, alley, or projected extension thereof, unless the language of the reservation or exception plainly indicates an intent to create a private way. Any reservation or exception shall not be effective until it is accepted by a resolution of the governing body having jurisdiction over such street, highway, alley, or projected extension thereof.

History: 2003 a. 214 s. 27.

NOTE: 2003 Wis. Act 214, which created this section, contains extensive explanatory notes.

66.1025 Relief from conditions of gifts and dedications. (1) If the governing body of a county, city, town or village accepts a gift or dedication of land made on condition that the land be devoted to a special purpose, and the condition subsequently becomes impossible or impracticable, the governing body may by resolution or ordinance enacted by a two-thirds vote of its members-elect either to grant the land back to the donor or dedicator or the heirs of the donor or dedicator, or accept from the donor or dedicator or the heirs of the donor or dedicator, a grant relieving the county, city, town or village of the condition, pursuant to article XI, section 3a, of the constitution.

(2) (a) If the donor or dedicator of land to a county, city, town or village or the heirs of the donor or dedicator are unknown or cannot be found, the resolution or ordinance described under sub. (1) may provide for the commencement of an action under this section for the purpose of relieving the county, city, town or village of the condition of the gift or dedication.

(b) Any action under this subsection shall be brought in a court of record in the manner provided in ch. 801. A lis pendens shall be filed or recorded as provided in s. 840.10 upon the commencement of the action. Service upon persons whose whereabouts are unknown may be made in the manner prescribed in s. 801.12.

(c) The court may render judgment in an action under this subsection relieving the county, city, town or village of the condition of the gift or dedication.

History: 1973 c. 189 s. 20; Sup. Ct. Order, 67 Wis. 2d 585, 774 (1975); 1991 a. 316; 1997 a. 304; 1999 a. 150 s. 323; Stats. 1999 s. 66.1025.

66.1027 Traditional neighborhood developments and

conservation subdivisions. (1) **DEFINITIONS.** In this section:

(a) "Conservation subdivision" means a housing development in a rural setting that is characterized by compact lots and common open space, and where the natural features of land are maintained to the greatest extent possible.

(b) "Extension" has the meaning given in s. 36.05 (7).

(c) "Traditional neighborhood development" means a compact, mixed-use neighborhood where residential, commercial and civic buildings are within close proximity to each other.

(2) **MODEL ORDINANCES.** (a) Not later than January 1, 2001, the extension, in consultation with any other University of Wisconsin System institution or with a landscape architect, as that term is used in s. 443.02 (2), or with independent planners or any other consultant with expertise in traditional neighborhood planning and development, shall develop a model ordinance for a traditional neighborhood development and an ordinance for a conservation subdivision.

(b) The model ordinances developed under par. (a) shall be presented to the chief clerk of each house of the legislature, and shall be referred immediately by the speaker of the assembly and the presiding officer of the senate to the appropriate standing committee in each house. The model ordinances shall be considered to have been approved by a standing committee if within 14 working days of the referral, the committee does not schedule a meeting for the purpose of reviewing the model ordinance. If the committee schedules a meeting for the purpose of reviewing the model ordinance, the ordinance may not be considered to have been approved unless the committee approves the model ordinance.

(3) **CITY AND VILLAGE REQUIREMENTS.** (a) Not later than January 1, 2002, every city and village with a population of at least 12,500 shall, and every city and village with a population of less than 12,500 is encouraged to, enact an ordinance that is similar to the model traditional neighborhood development ordinance that is developed under sub. (2) (a) if the ordinance is approved under sub. (2) (b), although the ordinance is not required to be mapped.

(b) A city or village whose population reaches at least 12,500, after January 1, 2002, shall enact an ordinance that is similar to the model traditional neighborhood development ordinance that is developed under sub. (2) (a) if the ordinance is approved under sub. (2) (b) not later than the first day of the 12th month beginning after the city's or village's population reaches at least 12,500, although the ordinance is not required to be mapped.

(c) Not later than January 1, 2011, every city and village with a population of at least 12,500 shall report to the department of administration whether it has enacted an ordinance under par. (a). A city or village whose population reaches at least 12,500, after January 1, 2011, shall report to the department of administration whether it has enacted an ordinance under par. (b) not later than the first day of the 18th month beginning after the city's or village's population reaches at least 12,500.

History: 1999 a. 9, 148; 1999 a. 150 s. 85; Stats. 1999 s. 66.1027; 2009 a. 123, 351.

66.1031 Widening of highways; establishment of excess widths. (1) With the approval of the governing body of a city, village, or town in which a street or highway or part of a street or highway is located, the county board, to promote the general welfare, may establish street and highway widths in excess of the widths in use and adopt plans showing the location and width proposed for any future street or highway, which shall not be subject to s. 82.19 (2). Streets or highways or plans for streets or highways established or adopted under this section shall be shown on a map showing present and proposed street or high-

way lines and, except in counties having a population of 750,000 or more, property lines and owners. **The map shall be recorded in the office of the register of deeds, subject to s. 59.43 (2m) and, if applicable, the requirements under s. 84.095.** Notice of the recording shall be published as a class 1 notice, under ch. 985, in any city, village, or town in which the affected streets or highways are located. The notice shall briefly set forth the action of the county board.

(2) The excess width for streets or highways in use for the right-of-way required for those planned may be acquired at any time either in whole or in part by the state, county, city, village, or town in which located; but no part shall be acquired in less than the full extent, in width, of the excess width to be made up of land on the same side of the street or highway, nor for less than the full length of such excess width lying within contiguous land owned by the same owner. Any land so acquired, whether the excess width is acquired for the full length of the street or highway or not, shall at once become available for highway purposes. The power to acquire such right-of-way or additional width in portions as provided in this section may be exercised to acquire the land on advantageous terms.

(3) In counties containing a population of 750,000 or more if, subsequent to the establishment of widths on streets or highways under sub. (2), in conformity with this section or s. 59.69, any area embracing a street or highway upon which a width has been established under this section is annexed to a city or village or becomes a city or village by incorporation, the city or village shall adhere to the established width, and shall not, subsequent to any annexation or incorporation, except with the approval of the county board, do any of the following:

(a) Alter or void the established width.

(b) Permit or sanction any construction or development that will interfere with, prevent, or jeopardize the obtaining of the necessary right-of-way to such established width.

History: 1993 a. 301; 1995 a. 201, 225; 1997 a. 35; 2003 a. 214 s. 103; Stats. 2003 s. 66.1031; 2005 a. 253; 2017 a. 207 s. 5.

NOTE: 2003 Wis. Act 214, which affected this section, contains extensive explanatory notes.

66.1033 Curative provisions. (1) In this section:

(a) "Political subdivision" means a city, village, town, or county.

(b) "Public way" means a highway, street, slip, pier, or alley.

(2) For proceedings taken, or for plats, deeds, orders, or resolutions executed before January 1, 2005, notwithstanding s. 840.11, no defect, omission or informality in the proceedings of, or execution of a plat, deed of dedication, order, or resolution by, a political subdivision shall affect or invalidate the proceedings, plat, deed, order, or resolution after 5 years from the date of the proceeding, plat, deed, order, or resolution. The public way dedicated, laid out, or altered by a defective or informal proceeding, plat, deed, order, or resolution shall be limited in length to the portion actually worked and used.

(3) For proceedings taken, or for plats, deeds, orders, or resolutions executed after January 1, 2005, except as provided in s. 840.11, no defect, omission, or informality in the proceedings of, or execution of a plat, deed of dedication, order, or resolution by, a political subdivision shall affect or invalidate the proceedings, plat, deed, order, or resolution after 5 years from the date of the proceedings, plat, deed, order, or resolution. The public way dedicated, laid out, or altered by a defective or informal proceeding, plat, deed, order, or resolution shall be limited in length to the portion actually worked and used.

History: 2003 a. 214 ss. 16, 25, 26.

NOTE: 2003 Wis. Act 214, which affected this section, contains extensive explanatory notes.

66.1035 Rights of abutting owners. The owners of land abutting on any highway, street, or alley shall have a common right in the free and unobstructed use of the full width of the highway, street, or alley. No town, village, city, county, company, or corporation shall close up, use, or obstruct any part of the highway, street, or alley so as to materially interfere with its usefulness as a highway or so as to damage abutting property, or permit the same to be done, without just compensation being made for any resulting damage. This section does not impose liability for damages arising from the use, maintenance, and operation of tracks or other public improvement legally laid down, built, or established in any street, highway, or alley prior to April 7, 1889. All rights in property that could entitle an owner to damages under this section may be condemned by any business entity that is listed in s. 32.02 in the same manner that other property may be condemned by the business entity.

History: 2003 a. 214 s. 101; Stats. 2003 s. 66.1035; 2015 a. 55.

NOTE: 2003 Wis. Act 214, which affected this section, contains extensive explanatory notes.

This section does not authorize the recovery of damages for a loss of business due to the temporary closing of a street for construction purposes. *Weinandt v. City of Appleton*, 58 Wis. 2d 734, 207 N.W.2d 673 (1973).

Landowners whose property abuts a public roadway, but who have no ownership interest in the land under the roadway, are abutting landowners for purposes of access rights. The right attributed to an abutting landowner is the right of reasonable access. *Geysy v. Daly*, 2005 WI App 18, 278 Wis. 2d 475, 691 N.W.2d 915, 04-0748.

66.1036 Building permit for a shoreland structure. If an activity in a shoreland setback area to which s. 59.692 (1k) (a) or (b) applies requires a building permit, the city, village, or town that issues the building permit for that activity shall provide a copy of the building permit to the county clerk.

History: 2015 a. 391.

66.1037 Beautification and protection. (1) No lands abutting on any highway, and acquired or held for highway purposes, shall be deemed discontinued for such purposes so long as they abut on any highway. All lands acquired for highway purposes after June 23, 1931, may be used for any purpose that the public authority in control of the highway determines promotes the public use and enjoyment. The authority may improve such lands by suitable planting, to prevent the erosion of the soil, or to beautify the highway. The right to protect and to plant vegetation in any highway laid out prior to June 23, 1931, may be acquired in any manner that lands may be acquired for highway purposes. Subject to sub. (2), it shall be unlawful for any person to injure any tree or shrub, or cut or trim any vegetation other than grass, or make any excavation in any highway laid out after June 23, 1931, or where the right to protect vegetation has been acquired, without the consent of the highway authority and under its direction. The authority shall remove, cut, or trim or consent to the removing, cutting, or trimming of any tree, shrub, or vegetation in order to provide safety to users of the highway.

(2) (a) Except as provided in par. (b), no person may cut or trim grass along any state trunk highway without the consent of the department of transportation.

(b) A person who owns or leases land abutting a state trunk highway may, without the consent of the department of transportation, cut or trim grass that is within the highway right-of-way and that is located along the land's frontage with the highway right-of-way or within 200 feet of a driveway, railroad crossing, or intersection along the land's frontage with the highway right-of-way. This paragraph does not permit a person to cut or trim grass without the consent of the department of transportation if any of the following applies:

1. The state trunk highway is a freeway, as defined in s. 346.57 (1) (am), or an expressway, as defined in s. 59.84 (1) (b).
2. The person farms or harvests the grass.

ENROLLED ORDINANCE 180-56

AMENDMENT TO ESTABLISHED STREET AND HIGHWAY WIDTH MAP OF
WAUKESHA COUNTY

WHEREAS, in order to promote the general welfare, to provide for safe and convenient public travel, and to ensure the stability and economy of future development, widths are established as indicated for the streets and highways shown on the Established Street and Highway Width Map of Waukesha County; and

WHEREAS, Chapter 15, Article II, Division 2 of the Waukesha County Code of Ordinances defines the adoption and management of the Established Street and Highway Width Map of Waukesha County; and

WHEREAS, Chapter 15, Article II, Division 2, Section 15-27 and Wis. Stats §66.1031 allow for amending the Established Street and Highway Width Map of Waukesha County; and

WHEREAS, Capital Project #202514, CTH K (CTH JK to Brookfield Road) in the Villages of Lisbon, Sussex, Menomonee Falls, and the City of Brookfield includes additional travel lanes and bike and pedestrian accommodations; and

WHEREAS, Capital Project #202503, CTH F (IH 94 to Duplainville Road) in the City of Pewaukee includes an extension of the Fox River Trail; and

WHEREAS, Capital Project #202504, CTH F (West Moreland Blvd to IH 94) in the City of Pewaukee includes an extension of the Fox River Trail; and

WHEREAS, CTH F between a point 1,700 feet north of West Moreland Blvd and a point 2,500 feet north of CTH K in the City of Pewaukee does not have an established street and highway width; and

WHEREAS, Capital Project #202102, CTH O (CTH HH to Grange Avenue) includes additional travel lanes; and

WHEREAS, CTH O between a point 2,600 feet north of CTH HH and CTH L in the Cities of New Berlin and Muskego does not have an established street and highway width; and

WHEREAS, CTH DR between CTH BB and CTH P, in the Village of Summit does not have an established street and highway width;

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that, pursuant to Section §66.1031, Wisconsin Statutes, the Established Street and Highway Width Map of Waukesha County shall be amended as follows:

1. CTH K between CTH JK and CTH Y, in the Villages of Lisbon, Sussex and Menomonee Falls, establish width at 150 feet.
2. CTH F between a point 1,700 feet north of West Moreland Blvd and Busse Road, in the City of Pewaukee, establish width at 150 feet.

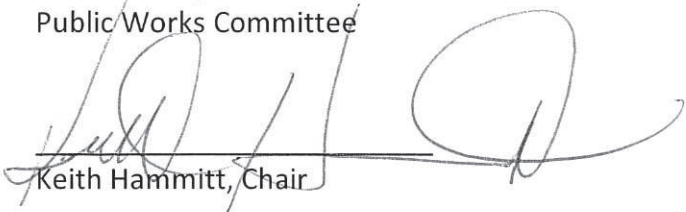
3. CTH F between Busse Road and a point 2,500 feet north of CTH K, in the City of Pewaukee and Village of Lisbon, establish width at 200 feet.
4. CTH O between a point 2,600 feet north of CTH HH and CTH L in the Cities of New Berlin and Muskego, establish width at 130 feet.
5. CTH DR between CTH BB and CTH P in the Village of Summit, establish width at 100 feet.

BE IT FURTHER ORDAINED that pursuant to Section 15-27 of the Code, the Director of Public Works shall work with the affected municipalities to obtain their approval of the amended Established Street and Highway Width Map of Waukesha County.

BE IT FURTHER ORDAINED that the amended Established Street and Highway Width Map of Waukesha County shall be recorded in the Office of the Register of Deeds, subject to Wis. Stats. §59.43(2m) and notice of the recording shall be published as a class 1 notice, pursuant to Wis. Stats. §985.07, in all cities and villages in which the affected streets or highways are located.

AMENDMENT TO ESTABLISHED STREET AND HIGHWAY WIDTH MAP OF WAUKESHA COUNTY

Presented by:
Public Works Committee


Keith Hammitt, Chair

Absent

James Batzko

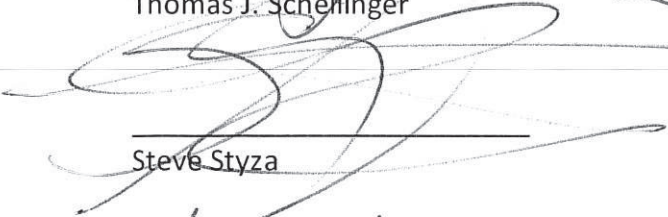
Absent

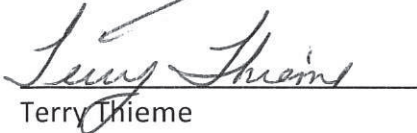
Robert L. Kolb

Absent

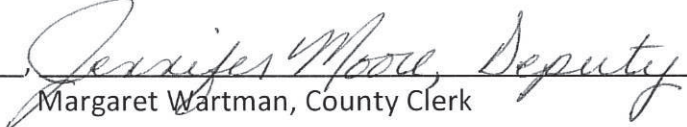
Chris Mommaerts


Thomas J. Schellinger


Steve Styza


Terry Thieme

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: 12-19-2025, 
Margaret Wartman, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved: X
Vetoed: _____

Date: 12-19-2025, 
Paul Farrow, County Executive

ORDINANCE ADMINISTRATIVE FACT SHEET

Title of O/R:	AMENDMENT TO ESTABLISHED STREET AND HIGHWAY WIDTH MAP OF WAUKESHA COUNTY	
Submitting Department:	Public Works	
Department Contact(s): <small>(Include dept. manager or staff who has worked on this ordinance in addition to the dept. head)</small>	Brett Wallace	
Who will appear at committee meetings?	Brett Wallace	
Date of Co. Board Meeting at which you plan O/R to be considered:	12/16/2025	Fiscal Note by DOA? No
Routing Number:	Routing # 400-22-25	

Does this O/R create or abolish any positions or involve other Human Resources issues?

_____ Yes* X No

* If yes, the ordinance should be reviewed by HR prior to submission to Corp. Counsel.

Does this O/R appropriate or transfer expenditure authority, additional resources or change the Budget intent?

_____ Yes* X No

*If department staff developed a fiscal impact statement, please send to your assigned budget analyst concurrent with forwarding of O/R to Corp. Counsel.

Does this O/R authorize the execution of any new or extended contracts/leases/MOUs or other agreements that obligate the County?

_____ Yes* X No

*If yes, the proposed documents must be forwarded to risk management and Corp. Counsel for approval. The O/R will not be forwarded to the Co. Board until related agreements receive approval. Departments are responsible for putting approved documents on file with the Co. Clerk.

Are there documents (other than contracts, leases or MOUs) that should be included with this O/R before it goes to the County Board office?

 X Yes* _____ No

If yes, all documents must be received by Corp. Counsel before the ordinance can be forwarded to DOA for review. Contracts or leases that are affected by or are the subject of an O/R must be provided to Corp. Counsel.

Has this O/R been reviewed by Corporation Counsel?

 X Yes _____ No

Sec. 59.14(1m), Wis. Stats. Summary (for publication purposes): This ordinance amends the Established Street and Highway Width Map of Waukesha County.

Referred on: 11/20/25	File Number: 180-O-057	Referred to: PW
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1 AMENDMENT TO ESTABLISHED STREET AND HIGHWAY WIDTH MAP OF
2 WAUKESHA COUNTY
3

4 WHEREAS, in order to promote the general welfare, to provide for safe and convenient public
5 travel, and to ensure the stability and economy of future development, widths are established as
6 indicated for the streets and highways shown on the Established Street and Highway Width Map
7 of Waukesha County; and
8

9 WHEREAS, Chapter 15, Article II, Division 2 of the Waukesha County Code of Ordinances
10 defines the adoption and management of the Established Street and Highway Width Map of
11 Waukesha County; and
12

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14 amending the Established Street and Highway Width Map of Waukesha County; and
15

16 WHEREAS, Capital Project #202514, CTH K (CTH JK to Brookfield Road) in the Villages of
17 Lisbon, Sussex, Menomonee Falls, and the City of Brookfield includes additional travel lanes
18 and bike and pedestrian accommodations; and
19

20 WHEREAS, Capital Project #202503, CTH F (IH 94 to Duplainville Road) in the City of
21 Pewaukee includes an extension of the Fox River Trail; and
22

23 WHEREAS, Capital Project #202504, CTH F (West Moreland Blvd to IH 94) in the City of
24 Pewaukee includes an extension of the Fox River Trail; and
25

26 WHEREAS, CTH F between a point 1,700 feet north of West Moreland Blvd and a point 2,500
27 feet north of CTH K in the City of Pewaukee does not have an established street and highway
28 width; and
29

30 WHEREAS, Capital Project #202102, CTH O (CTH HH to Grange Avenue) includes additional
31 travel lanes; and
32

33 WHEREAS, CTH O between a point 2,600 feet north of CTH HH and CTH L in the Cities of
34 New Berlin and Muskego does not have an established street and highway width; and
35

36 WHEREAS, CTH DR between CTH BB and CTH P, in the Village of Summit does not have an
37 established street and highway width;
38

39 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
40 that, pursuant to Section §66.1031, Wisconsin Statutes, the Established Street and Highway
41 Width Map of Waukesha County shall be amended as follows:
42

- 43 1. CTH K between CTH JK and CTH Y, in the Villages of Lisbon, Sussex and Menomonee
44 Falls, establish width at 150 feet.
- 45 2. CTH F between a point 1,700 feet north of West Moreland Blvd and Busse Road, in the
46 City of Pewaukee, establish width at 150 feet.
- 47 3. CTH F between Busse Road and a point 2,500 feet north of CTH K, in the City of
48 Pewaukee and Village of Lisbon, establish width at 200 feet.

- 49 4. CTH O between a point 2,600 feet north of CTH HH and CTH L in the Cities of New
50 Berlin and Muskego, establish width at 130 feet.
51 5. CTH DR between CTH BB and CTH P in the Village of Summit, establish width at 100
52 feet.

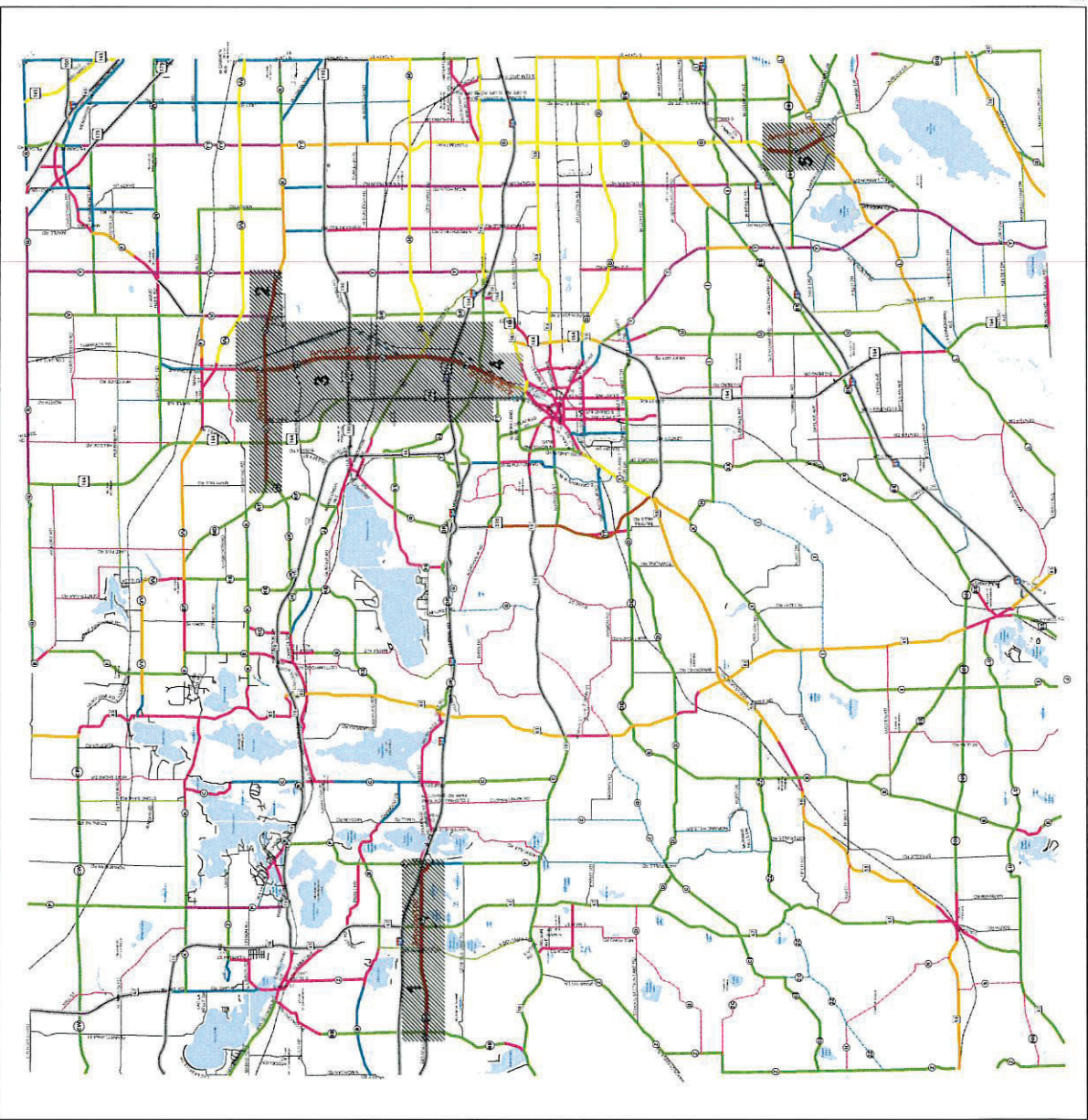
53
54 BE IT FURTHER ORDAINED that pursuant to Section 15-27 of the Code, the Director of
55 Public Works shall work with the affected municipalities to obtain their approval of the amended
56 Established Street and Highway Width Map of Waukesha County.

57
58 BE IT FURTHER ORDAINED that the amended Established Street and Highway Width Map of
59 Waukesha County shall be recorded in the Office of the Register of Deeds, subject to Wis. Stats.
60 §59.43(2m) and notice of the recording shall be published as a class 1 notice, pursuant to Wis.
61 Stats. §985.07, in all cities and villages in which the affected streets or highways are located.

ESTABLISHED STREET AND HIGHWAY WIDTH MAP WAUKESHA COUNTY, WISCONSIN (PURSUANT TO SECTION 66.1031 WISCONSIN STATUTES)

- Arterial**
- 80 Foot Planned Width
 - 80 Foot Planned Width
 - 100 Foot Planned Width
 - 110 Foot Planned Width
 - 120 Foot Planned Width
 - 130 Foot Planned Width
 - 150 Foot Planned Width
 - 200 Foot Planned Width
- Collector**
- 60 Foot Planned Width
 - 80 Foot Planned Width
 - 100 Foot Planned Width
 - 120 Foot Planned Width
- Other**
- Highway Established by Purchase
 - Non-Planned Local/Private Rd
 - Establishment Under Progress

Adopted by the Waukesha County Board of Supervisors, June 18, 2025.
 This map is intended to show the planned street and highway widths for the County of Waukesha, Wisconsin. It is not intended to show the actual street and highway widths. The actual street and highway widths may vary from the planned widths shown on this map. The planned widths shown on this map are based on the current zoning and land use plans for the County of Waukesha, Wisconsin. The planned widths shown on this map are subject to change without notice. The planned widths shown on this map are not intended to be used as a basis for any legal action. The planned widths shown on this map are not intended to be used as a basis for any legal action.



Prepared by the Waukesha County Department of Public Works and Engineering, Planning and Design Division, 1000 North Lincoln Street, Waukesha, WI 53186. This map is intended to show the planned street and highway widths for the County of Waukesha, Wisconsin. It is not intended to show the actual street and highway widths. The actual street and highway widths may vary from the planned widths shown on this map. The planned widths shown on this map are based on the current zoning and land use plans for the County of Waukesha, Wisconsin. The planned widths shown on this map are subject to change without notice. The planned widths shown on this map are not intended to be used as a basis for any legal action. The planned widths shown on this map are not intended to be used as a basis for any legal action.



File Number: 180-C-057


Referred on: 11/20/25

Referred to: PW

VOTE RESULTS

23 AYE 0 NAY 0 ABSTAIN 2 ABSENT

17 Yes Votes Needed

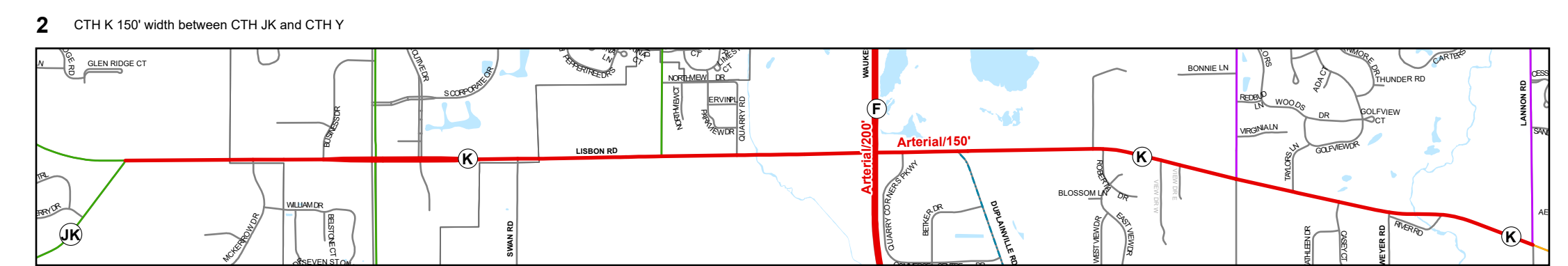
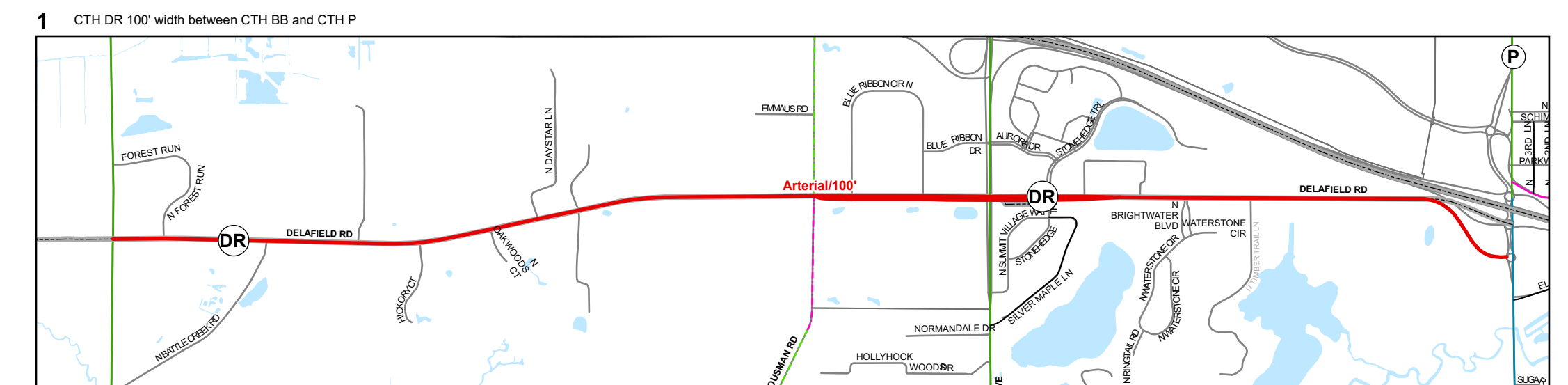
 **Passed**

D1 - Styza	AYE	D10 - Thieme	AYE	D19 - Enriquez	AYE
D2 - Euclide	AYE	D11 - Howard	S AYE	D20 - Schellinger	AYE
D3 - Gscheidmeier	AYE	D12 - Wolff	AYE	D21 - Gaughan	AYE
D4 - Batzko	AYE	D13 - Leisemann	AYE	D22 - Szpara	AYE
D5 - Dondlinger	AYE	D14 - Mommaerts	ABSENT	D23 - Hammitt	M AYE
D6 - Walz	AYE	D15 - Kolb	AYE	D24 - Schroeder	ABSENT
D7 - LaFontain	AYE	D16 - Crowley	AYE	D25 - Johnson	AYE
D8 - Koremenos	AYE	D17 - Meier	AYE		
D9 - Heinrich	AYE	D18 - Nelson	AYE		

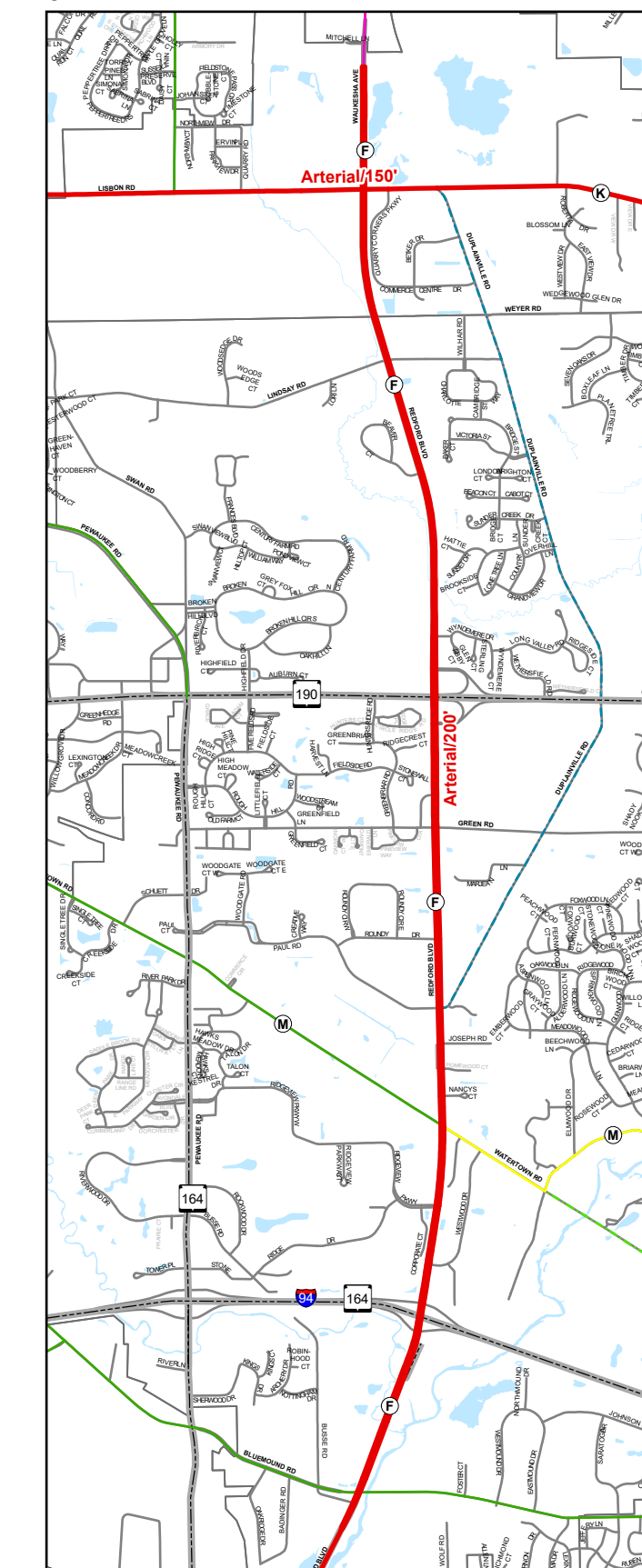
ESTABLISHED STREET AND HIGHWAY WIDTH MAP WAUKESHA COUNTY, WISCONSIN (PURSUANT TO SECTION 66.1031 WISCONSIN STATUTES)

Arterial		Collector	Other
	60 / 66 Foot Planned Width		
	80 Foot Planned Width		
	100 Foot Planned Width		
	110 Foot Planned Width		
	120 Foot Planned Width		
	130 Foot Planned Width		
	150 Foot Planned Width		
	200 Foot Planned Width		

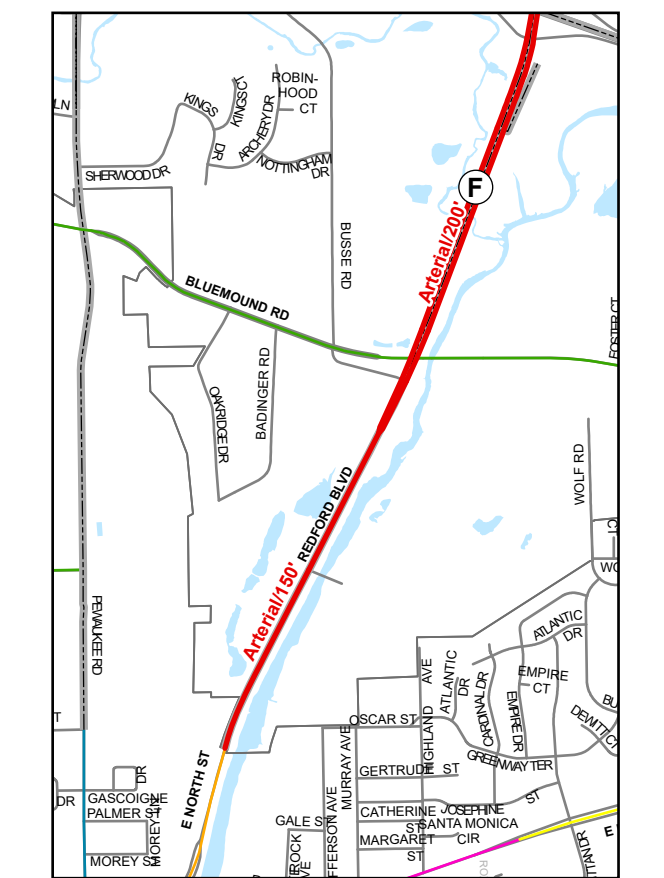
Adopted by the Waukesha County Board of Supervisors: June 18, 1954
Comprehensive Revision Adopted: October 6, 1977
* Roadway widths of roads along community boundaries are intended to be split equally between communities.
* All non-arterial local roads have a planned width of 60 feet in incorporated areas and 66 feet in unincorporated areas unless noted.



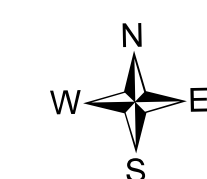
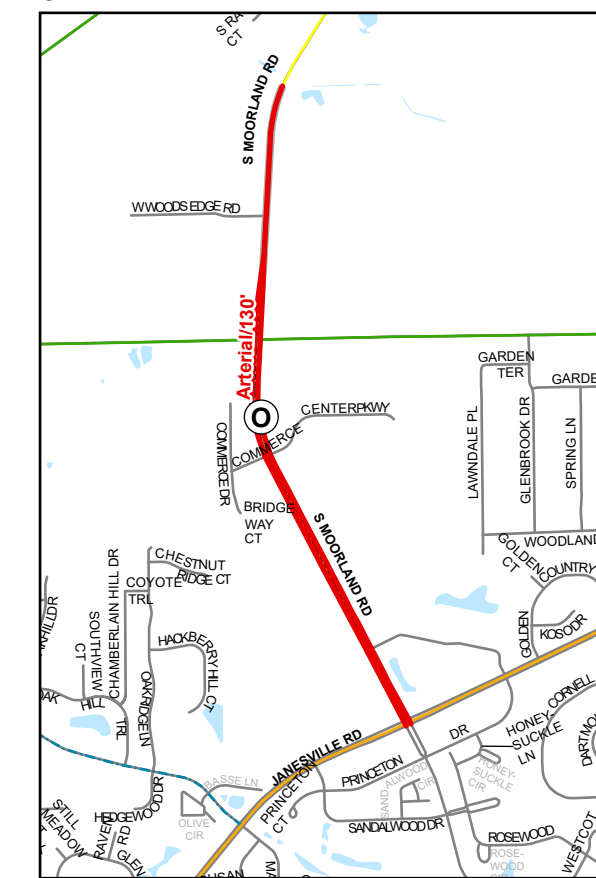
3 CTH F 200' width from Busse Rd. to 2,500' north of CTH K



4 CTH F 150' width from 1,700' north of W. Moreland Blvd. to Busse Rd.



5 CTH O 130' width from 2,600' north of CTH HH to CTH L



Prepared by the Waukesha County Department of Parks and Land Use - October 2025
Detailed or Localized ROW Width Reduction Information is Available on the County GIS Interactive Mapping Website using the Street and Hwy Width Layer under Transportation



Waukesha County Land Information System



Village Hall, 262-567-2757
Fax, 262-567-4115
Public Works 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

MEMORANDUM

To: Village Board

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

Date: February 24, 2026

Re: Discussion and Action on Purchase of Road Salt on WisDOT Bid for 2026 – 2027 Winter Season

PURPOSE:

To request authorization for the Village to participate in the statewide sodium chloride bid and to enter into a municipal agreement with the WisDOT to purchase road salt for the 2026 – 2027 winter season.

BACKGROUND:

For the past several years, the Village has participated in the annual WisDOT sodium chloride bid for road salt. WisDOT will receive a single, combined price to include three categories of delivery services for road salt, including guaranteed early fill, guaranteed seasonal fill, and vendor reserve.

- **Guaranteed early fill** is a service that allows for ordering and delivery of salt to fill storage sheds to capacity prior to the winter season. If we request this amount, we are obligated to order all of the requested salt prior to the end of October.
- **Guaranteed seasonal fill** is a service that will fill our storage shed during the winter season between December and the end of April. All salt that is requested must be purchased and delivered, or penalties may apply.
- **Vendor reserve** is a service that allows for up to 20% of the total guaranteed purchase (e.g. early fill and seasonal fill) to be held in reserve in the event that additional salt is needed. There is no requirement to order this salt.

Based on existing inventory and remaining salt to be delivered this year under the existing agreement, Village staff will likely request the following amounts:

	2024 - 2025	2025 - 2026	2026 - 2027
Guaranteed Early Fill	0 tons	0 tons	0 tons
Guaranteed Seasonal Fill	200 tons	300 tons	300 tons
Vendor Reserve	40 tons	60 tons	60 tons

Note that the agreement will be sent out in mid-March for completion, with a due date of the end of March. Staff are proactively requesting permission to participate in this procurement process, as the due date will occur prior to the next Village Board meeting.

ATTACHMENTS: WisDOT Notice of Upcoming Invitation to Participate on State Contract 26/27 (email dated 2/17/2026)

FISCAL IMPACT: TBD based on bid results. \$30,600 was included in the 2026 budget for road salt, of which \$12,883 has been expended to date, and the remaining 150 tons of seasonal fill have been ordered. Staff will also likely order a portion of the reserve fill to fill the salt shed. Bid results generally are announced in July, and all costs will be added to the 2027 operating budget for approval.

RECOMMENDED MOTION: **Motion to authorize the Public Works Director to participate in the statewide sodium chloride bid and to enter into a municipal agreement with WisDOT for the 2026 – 2027 winter season.**

From: [DOT Salt](#)
To: [DOT Salt](#)
Subject: Upcoming Invitation to participate on State Contract 26/27
Date: Tuesday, February 17, 2026 10:06:30 AM
Importance: High

Dear Local Official,

The purpose of this email is to notify you that the invitation to participate in the 2026-2027 road salt contract will be sent to you in Mid-March.

Your Unit of Government has previously participated in the Wisconsin DOT road salt contract.

At this time, please send any contact updates as soon as possible (e.g. additional staff, a change of contact over last year, etc.).

As applicable: If it is required by your Unit of Government, please plan ahead and add the salt contract review to upcoming meeting agenda(s).

If you have any questions or concerns, please reach out to me at 608-267-9180.

Please let me know if you have any questions.

Respectfully,

Christina Thode

Statewide Salt Coordinator
Financial Specialist-Senior

Department of Transportation
Bureau of Highway Maintenance
4822 Madison Yards Way
6th Floor South
Madison WI 53705
Email: ChristinaM.Thode@dot.wi.gov
Phone: 608-267-9180



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

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

MEMORANDUM

To: Village Board

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

Date: March 2, 2026

Re: Discussion and Action on CY2025 MS4 Annual Report

PURPOSE:

To provide a draft of the CY2025 MS4 Annual Report for review and to request Village Board approval for submission to the WI Department of Natural Resources prior to March 31, 2026.

BACKGROUND:

The WDNR requires all Municipal Separate Storm Sewer (MS4) permittees to complete an annual report that is due no later than March 31st annually. There are several required components that must be addressed in the annual report, including:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination (IDDE)
- Construction Site Pollutant Control
- Post-Construction Stormwater Management
- Pollution Prevention
- Internal (Staff) Education and Communication
- Storm Sewer System Map
- Fiscal Analysis
- MS4 Modeling

In late 2023/early 2024, the Village submitted an updated system map and modeling to prove that the Village is meeting the pollutant removal requirements of the Village's permit. The WDNR provided concurrence that the Village is meeting their MS4 requirements.

RECOMMENDATION:

Village staff recommends approval of the draft CY2025 MS4 Annual Report by the Village Board and authorization for the Public Works Director to submit on behalf of the Village.

ATTACHMENTS: CY2025 MS4 Annual Report (DRAFT)

FISCAL IMPACT: No direct financial impact results from approval of this report for submittal to the WDNR. SEH provided erosion control inspection and IDDE inspection reports to the Village, which is included in the Public Works MS4 Compliance operating budget.

RECOMMENDED MOTION: **Motion to approve the Village of Summit CY2025 MS4 Annual Report and to authorize the Public Works Director to submit to the WI Department of Natural Resources prior to March 31, 2026.**

Submittal of Annual Reports and Other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is **deleted**.

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Form 3400-224(R8/2021)

Reporting Information :

Will you be completing the Annual Report or other submittal type? Annual Report Other

Project Name: 2025 Annual Report

County: Waukesha

Municipality: Summit, Village

Permit Number: S050075

Facility Number: 31316

Reporting Year: 2025

Is this submittal also satisfying an Urban Nonpoint Source Grant funded deliverable? Yes No

Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

Annual Report

- Review related web site and instructions for [Municipal storm water permit eReporting](#) [Exit Form]
- Complete all required fields on the annual report form and upload required attachments
- Attach the following other supporting documents as appropriate using the attachments tab above
 - Public Education and Outreach Annual Report Summary
 - Public Involvement and Participation Annual Report Summary
 - Illicit Discharge Detection and Elimination Annual Report Summary
 - Construction Site Pollution Control Annual Report Summary
 - Post-Construction Storm Water Management Annual Report Summary
 - Pollution Prevention Annual Report Summary
 - Leaf and Yard Waste Management
 - Municipal Facility (BMP) Inspection Report
 - Municipal Property SWPPP
 - Municipally Property Inspection Report
 - Winter Road Maintenance
 - Storm Sewer Map Annual Report Attachment
 - Storm Water Quality Management Annual Report Attachment

- TMDL Attachment
 - Storm Water Consortium/Group Report
 - Municipal Cooperation Attachment
 - Other Annual Report Attachment
- Attach the following permit compliance documents as appropriate using the attachments tab above
- Storm Water Management Program
 - Public Education and Outreach Program
 - Public Involvement and Participation Program
 - Illicit Discharge Detection and Elimination Program
 - Construction Site Pollutant Control Program
 - Post-Construction Storm Water Management Program
 - Pollution Prevention Program
 - Municipal Storm Water Management Facility (BMP) Inventory
 - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan
 - Total Maximum Daily Load documents *(*If applicable, see permit for due dates.)*
 - TMDL Mapping*
 - TMDL Modeling*
 - TMDL Implementation Plan*
 - Fecal Coliform Screening Parameter *
 - Fecal Coliform Inventory and Map *(S050075-03 general permittees Appendix B B.5.2 – document due to the department by March 31, 2022)*
 - Fecal Coliform Source Elimination Plan *(S050075-03 general permittees Appendix B - document due to the department by October 31, 2023)*
- Sign and Submit form

Municipal Contact Information- Complete

Notice: Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

Note: Compliance items must be submitted using the Attachments tab.

Municipality Information

Name of Municipality: Summit, Village

Facility ID # or (FIN): 31316

Updated Information: Check to update mailing address information

Mailing Address: 37100 Delafield Road

Mailing Address 2:

City: Summit, Village

State: WI

Zip Code: 53066 xxxxx or xxxxx-xxxx

Primary Municipal Contact Person (Authorized Representative for MS4 Permit)

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

Select to **create new** primary contact

First Name: Kamron

Last Name: Nash

Select to **update** current contact information

Title: Public Works Dir.

Mailing Address: 37100 Delafield Road

Mailing Address 2:

City: Summit

State: WI

Zip Code: 53066 xxxxx or xxxxx-xxxx

Phone Number: 262-567-2757 Ext: xxx-xxx-xxxx

Email: pwdirector@villageofsummitwi.gov

Additional Contacts Information (Optional)

I&E Program

**Individual with responsibility for:
(Check all that apply)**

- IDDE Program
- IDDE Response Procedure Manual
- Municipal-wide Water Quality Plan
- Ordinances
- Pollution Prevention Program
- Post-Construction Program
- Winter roadway maintenance

First Name:

Last Name:

Title:

Mailing Address:

Mailing Address 2:

City:

State:

Zip Code: xxxxx or xxxxx-xxxx

Phone Number: Ext: xxx-xxx-xxxx

Email:

Municipal Billing Contact Person (Authorized Representative for MS4 Permit)

Select to **create new** Billing contact

First Name:

Last Name:

Select to **update** current contact information

Title:

Mailing Address:

Mailing Address 2:

City:

State:

Zip Code: xxxxx or xxxxx-xxxx

Phone Number: Ext: xxx-xxx-xxxx

Email:

1. Does the municipality rely on another entity to satisfy some of the permit requirements?

Yes No

Public Education and Outreach Waukesha County

Public Involvement and Participation Waukesha County

Illicit Discharge Detection and Elimination Short Elliott Hendrickson, Inc.

Construction Site Pollutant Control Short Elliott Hendrickson, Inc.

Post-Construction Storm Water Management Short Elliott Hendrickson, Inc.

Pollution Prevention

2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

Yes No

Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7.

Form 3400-224 (R8/2021)

Minimum Control Measures- Section 1 : Complete

1. Public Education and Outreach

- a. Does MS4 conduct any educational efforts or events independently (not with a group) Yes No
- b. How many total educational events were held during the reporting year:
- c. Were any of the public education and outreach delivery mechanisms conducted during the reporting year active or interactive? Yes No
- d. Please select all storm water topics, target audiences, and delivery mechanisms used in the reporting year

Public Education and Outreach Delivery Mechanisms (Active and Passive)	
Active/Interactive Mechanisms	Passive Mechanisms
<input checked="" type="checkbox"/> Education activities (school presentations, summer camps)	<input type="checkbox"/> Passive print media (brochures at front desk, posters, etc.)
<input checked="" type="checkbox"/> Information booth at event	<input type="checkbox"/> Distribution of print media (mailings, newsletters, etc.) via mail or email.
<input checked="" type="checkbox"/> Targeted group training (contractors, consultants, etc.)	<input checked="" type="checkbox"/> Media offerings (radio and TV ads, press release, etc.)
<input checked="" type="checkbox"/> Government event (public hearing, council meeting)	<input type="checkbox"/> Social media posts
<input checked="" type="checkbox"/> Workshops	<input checked="" type="checkbox"/> Signage
<input type="checkbox"/> Tours	<input checked="" type="checkbox"/> Website
<input type="checkbox"/> Other: <input type="text"/>	<input type="checkbox"/> Other: <input type="text"/>

Topics Covered	Target Audience
<input checked="" type="checkbox"/> Illicit discharge detection and elimination	<input checked="" type="checkbox"/> General Public
<input checked="" type="checkbox"/> Household hazardous waste disposal/pet waste management/vehicle washing	<input type="checkbox"/> Public Employees
<input checked="" type="checkbox"/> Yard waste management/pesticide and fertilizer application	<input checked="" type="checkbox"/> Residents
<input checked="" type="checkbox"/> Stream and shoreline management	<input type="checkbox"/> Businesses
<input checked="" type="checkbox"/> Residential infiltration	<input checked="" type="checkbox"/> Contractors
<input checked="" type="checkbox"/> Construction sites and post-construction storm water management	<input checked="" type="checkbox"/> Developers
<input checked="" type="checkbox"/> Pollution prevention	<input type="checkbox"/> Industries
<input checked="" type="checkbox"/> Green infrastructure/low impact development	<input type="checkbox"/> Public Officials
<input type="checkbox"/> Other: <input type="text"/>	<input type="checkbox"/> Other: <input type="text"/>

- e. Will additional information/summary of these education events be attached to the annual report? Yes No

If no, please provide additional comment in the brief explanation box below. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 2 : Complete

2. Public Involvement and Participation

a. Permit Activities. Select all of the following topics the Permittee did to engage public participation and involvement.

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
<input type="checkbox"/> MS4 Annual Report <input checked="" type="checkbox"/> Storm Water Management Program <input type="checkbox"/> Storm Water related ordinance <input type="checkbox"/> Other: <input type="text"/>	<input type="checkbox"/> General Public <input type="checkbox"/> Public Employees <input type="checkbox"/> Residents <input type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input checked="" type="checkbox"/> Public Officials <input type="checkbox"/> Other	1 - 10	<input checked="" type="radio"/> Yes <input type="radio"/> No

b. Volunteer Activities. Select all of the following audiences targeted for volunteer involvement and participation related to storm water.

NA (Individual Permittee)

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
Volunteer Opportunity	<input checked="" type="checkbox"/> General Public <input type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Public Officials <input type="checkbox"/> Other	101 +	<input checked="" type="radio"/> Yes <input type="radio"/> No

c. Brief explanation on Public Involvement and Participation reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Adopt-A-Drain has grown to 283 volunteers who have reported nearly 4,100 pounds of material removed from local storm drains. In addition, there were an additional 45 people who participated in Citizen Stream Monitoring at 30 sites around the County.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 3 : Complete

3. Illicit Discharge Detection and Elimination

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| a. How many total outfalls does the municipality have? | <input type="text" value="11"/> |
| b. How many major outfalls does the municipality have? | <input type="text" value="2"/> |
| c. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program? | <input type="text" value="10"/> |
| d. From the municipality's routine screening, how many were confirmed illicit discharges? | <input type="text" value="0"/> |
| e. How many illicit discharge complaints did the municipality receive? | <input type="text" value="0"/> |
| f. From the complaints received, how many were confirmed illicit discharges? | <input type="text" value="0"/> |
| g. How many of the identified illicit discharges did the municipality eliminate in the reporting year (from both routine screening and complaints)? | <input type="text" value="0"/> |

(If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.)

- h. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year.

- | | |
|-----------------------------------------------------------------------|--------------------------------|
| <input checked="" type="checkbox"/> Verbal Warning | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Written Warning (including email) | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Notice of Violation | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Civil Penalty/ Citation | <input type="text" value="0"/> |

Additional Information:

- i. Brief explanation on Illicit Discharge Detection and Elimination reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Please refer to the 2025 SEH IDDE Inspection Summary and Reports and the MS4 Annual Report Supporting Documentation Summary for more detailed information regarding IDDE field screening, reporting, source investigation, and elimination.

Missing Information

Do not close your work until you **SAVE**.

Minimum Control Measures - Section 4 : Complete

4. Construction Site Pollutant Control

- a. How many total construction sites with one acre or more of land disturbing construction activity were active at any point in the reporting year?
- b. How many construction sites with one acre or more of land disturbing construction activity did the municipality issue permits for in the reporting year?
- c. How many erosion control inspections did the municipality complete in the reporting year (at sites with one acre or more of land disturbing construction activity)?

d. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year.

- Verbal Warning
- Written Warning (including email)
- Notice of Violation
- Civil Penalty/ Citation
- Stop Work Order
- Forfeiture of Deposit
- Other - Describe below

e. Brief explanation on Construction Site Pollutant Control reporting . *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Please refer to the MS4 Annual Report Supporting Documentation Summary for detailed information regarding construction site pollutant control.

Missing Information

Do not close your work until you **SAVE**.

Minimum Control Measures - Section 5 : Complete

5. Post-Construction Storm Water Management

- a. How many new structural storm water management Best Management Practice (BMP) have received local approval ?

*Engineered and constructed systems that are designed to provide storm water quality control such as

wet detention ponds, constructed wetlands, infiltration basins, grassed swales, permeable pavement,

b. Does the MS4 have procedures for inspecting and maintaining private storm water facilities? Yes No

c. If Yes, how many privately owned storm water management facilities were inspected in the reporting year? Inspections completed by private landowners should be included in the reported number.

d. Does the municipality utilize privately owned storm water management BMP in its pollutant reduction analysis? Yes No

e. Does MS4 have maintenance authority on these privately owned BMPs? Yes No

f. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year.

- | | |
|------------------------------------------------------------|--------------------------------|
| <input type="checkbox"/> Verbal Warning | <input type="text"/> |
| <input type="checkbox"/> Written Warning (including email) | <input type="text"/> |
| <input checked="" type="checkbox"/> Notice of Violation | <input type="text" value="0"/> |
| <input type="checkbox"/> Civil Penalty/ Citation | <input type="text"/> |
| <input type="checkbox"/> Forfeiture of Deposit | <input type="text"/> |
| <input checked="" type="checkbox"/> Complete Maintenance | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Bill Responsible Party | <input type="text" value="0"/> |
| <input type="checkbox"/> Other - Describe below | <input type="text"/> |

g. Brief explanation on Post-Construction Storm Water Management reporting. *If marked 'Unsure' on any questions above, justify your reasoning. Limit your response to 250 characters and/or attach supplemental information on the attachments page.*

Please refer to the BMP Facilities Inventory and the MS4 Annual Report Supporting Documentation Summary for detailed information regarding post-construction storm water management.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 6 : Complete

6. Pollution Prevention

Storm Water Management Best Management Practice Inspections Not Applicable

a.

Enter the total number of "municipally owned" (i.e., publicly owned BMPs) or operated (i. e., privately owned BMPs) structural storm water management best management practices.

b. How many new municipally owned storm water management best management practices were installed in the reporting year ?

c. How many municipally owned (public) storm water management best management practices were inspected in the reporting year?

d. What elements are looked at during inspections (250 character limit)?

e. How many of these facilities required maintenance?

f. Brief explanation on Storm Water Management Best Management Practice inspection reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Public Works Yards & Other Municipally Owned Properties that require a stormwater pollution prevention plan (SWPPP)* Not Applicable

g. How many municipal properties require a SWPPP?

h. How many inspections of municipal properties have been conducted in the reporting year?

i. Have amendments to the SWPPPs been made?
 Yes No

j. If yes, describe what changes have been made. Limit response to 250 characters and/or attach supplemental information on the attachment page:

k. Brief explanation on Storm Water Pollution Prevention Plan reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

* Any municipally owned property that has the potential to generate stormwater pollution should have a SWPPP. For example, if a municipal property stores compost piles, material storage, yard wastes, etc., outside and can contaminate stormwater runoff—a SWPPP is required.

Collection Services - Street Sweeping Program Not Applicable

l. Did the municipality conduct street sweeping during the reporting year?
 Yes No

m. If known, how many tons of material was removed?

- n. Does the municipality have a [low hazard exemption](#) for this material? Yes No
- o. If street sweeping is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?
 - Yes - Explain frequency _____
 - No - Explain _____
 - Not Applicable

Collection Services - *Catch Basin Sump Cleaning Program* Not Applicable

- p. Did the municipality conduct catch basin sump cleaning during the reporting year? Yes No
- q. How many catch basin sumps were cleaned in the reporting year?
- r. If known, how many tons of material was collected?
- s. Does the municipality have a low hazard exemption for this material? Yes No
- t. If catch basin sump cleaning is identified as a storm water best management practice in the pollutant loading analysis, was cleaning completed at the assumed frequency?
 - Yes- Explain frequency _____
 - No - Explain _____
 - Not Applicable

Collection Services - *Leaf Collection Program* Not Applicable

- u. Does the municipality conduct curbside leaf collection? Yes No
- v. Does the municipality notify homeowners about pickup? Yes No
- w. Where are the residents directed to store the leaves for collection?
 - Pile on terrace Pile in street Bags on terrace
 - Other - Describe _____
- x. What is the frequency of collection?
11 scheduled collection dates per year.
- y. Is collection followed by street sweeping? Yes No
- z. Brief explanation on Collection Services reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page*

Please refer to the MS4 Annual Report Supporting Documentation Summary for detailed information on Collection Services.

Winter Road Management Not Applicable

- *Note: We are requesting information that goes beyond the reporting year, answer the best you can.
- aa. How many lane-miles of roadway is the municipality responsible for

doing snow and ice control? (*One mile of a two-way road equals two lane miles.*)

ab. Provide amount of de-icing products used by month last winter season?

Solids (tons) (ex. sand, or salt-sand)

Product	Oct	Nov	Dec	Jan	Feb	Mar
Salt	0	32	124	142	22	0

Liquids (gallons) (ex. brine)

	Oct	Nov	Dec	Jan	Feb	Mar
Brine	0	60	992	107	1415	0

ac. Was salt applying machinery calibrated in the reporting year? Yes No

ad. Have municipal personnel attended salt reduction strategy training in the reporting year? Yes No

Training Date	Training Name	# Attendance
11/12/2025	Smart Salting Workshop (WI SaltWise)	4

ae. Brief explanation on Winter Road Management reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page*

Please refer to the MS4 Annual Report Supporting Documentation Summary for detailed information regarding Winter Road Mngement.

Internal (Staff) Education & Communication

af. Has the municipality provided an opportunity for internal training or education to staff implementing the municipality's procedures for each of the pollution prevention program element? Yes No

If yes, describe what training was provided (250 character limit):

UDC & Commercial Erosion Control Continuing Education (1 Building Inspector)

ag. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs, procedures and pollution prevention program requirements.

Elected Officials

Elected officials are made aware of the municipal storm water discharge permit programs and requirements through updates at public government meetings.

Municipal Officials

Municipal officials are made aware of the municipal storm water discharge permit programs and requirements through updates at public government meetings.

Appropriate Staff (such as operators, Department heads, and those that interact with public)

Village of Summit staff are made aware of permit programs and requirements through public workshops, continuing education programs, Waukesha County, and the Village Engineer (Short Elliott Hendrickson, Inc.).

- ah. Brief explanation on Internal Education reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Refer to the MS4 Annual Report Supporting Documentation Summary for detailed information regarding Internal Education.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 7 : Complete

7. Storm Sewer System Map

- a. Did the municipality update their storm sewer map this year?

Yes No

If yes, check the areas the map items that got updated or changed:

- Storm water treatment facilities
 Storm pipes
 Vegetated swales
 Outfalls
 Other - Describe below

- b. Brief explanation on Storm Sewer System Map reporting. *If you marked Unsure for an question for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Please refer to the MS4 Annual Report Supporting Documentation Summary for detailed information regarding the Storm Sewer System Map.

Missing Information

Do not close your work until you SAVE.

Form 3400-224 (R8/2021)

Final Evaluation - Complete

Fiscal Analysis

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	Budget Reporting Year	Budget Upcoming Year	Source of Funds
-----------------------------------	-----------------------	----------------------	-----------------

Element: Public Education and Outreach

1524	1560	1610	<u>General revenue fund</u>
------	------	------	-----------------------------

Element: Public Involvement and Participation

1524	1560	1610	<u>General revenue fund</u>
------	------	------	-----------------------------

Element: Illicit Discharge Detection and Elimination

2587	2500	2500	<u>General revenue fund</u>
------	------	------	-----------------------------

Element: Construction Site Pollutant Control

0	0	0	<u>Permit fee and/or deposit/escrow</u>
---	---	---	-----------------------------------------

Element: Post-Construction Storm Water Management

2586	2500	2500	<u>General revenue fund</u>
------	------	------	-----------------------------

Element: Pollution Prevention

3492	6000	6000	<u>General revenue fund</u>
------	------	------	-----------------------------

7050	8000	8000	<u>General revenue fund</u>
------	------	------	-----------------------------

1112	5500	500	<u>General revenue fund</u>
------	------	-----	-----------------------------

0	0	120000	<u>Other</u>
---	---	--------	--------------

Other (describe)

DNR Environmental Fee (MS4)

500	500	500	<u>General revenue fund</u>
-----	-----	-----	-----------------------------

Other (describe)

DNR Audit Preparation

0

5000

5000

General revenue fund

Please provide a justification for a "0" entered in the Fiscal Analysis. *Limit response to 250 characters.*

Construction Site Pollutant Control expenses are recovered through permitting fees.

Water Quality

a: Were there any known water quality improvements in the receiving waters to which the municipality's storm sewer system directly discharges to?

Yes No Unsure If Yes, explain below:

b: Were there any known water quality degradation in the receiving waters to which the municipality's storm sewer system directly discharges to?

Yes No Unsure If Yes, explain below:

c: Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?

Yes No Unsure

d: Has the municipality evaluated their storm water practices to reduce the pollutants of concern?

Yes No Unsure

Storm Water Quality Management

a. Has the municipality completed or updated modeling in the reporting year (relating to developed urban area performance standards of s. NR 151.13(2)(b)1., Wis. Adm. Code)? Yes No

b. If yes, enter percent reduction in the annual average mass discharging from the entire MS4 to surface waters of the state as compared to implementing no storm water management controls:

Total suspended solids (TSS)

Total phosphorus (TP)

Additional Information

Based on the municipality's storm water program evaluation, describe any proposed changes to the municipality's storm water program. *If your response exceeds the 250 character limit, attach supplemental information on the attachments page.*

The Village's Rock River TMDL submittals for permit condition A.6.3 were submitted in 2024. Concurrence was received, and no proposed changes to the Village's storm water program are planned at this time.

Do not close your work until you SAVE.

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Form 3400-224 (R8/2021)

Requests for Assistance on Understanding Permit Programs

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Construction Site Pollutant Control
- Post-Construction Storm Water Management
- Pollution Prevention
- Storm Water Quality Management
- Storm Sewer System Map
- Water Quality Concerns
- Compliance Schedule Items Due
- MS4 Program Evaluation

Do not close your work until you **SAVE**.

Form 3400-224(R8/2021)

Required Attachments and Supplemental Information

Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - [Help reduce file size and trouble shoot file uploads](#)

*Required Item

Note: To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

Attach - Other Supporting Documents

AR SWMap

 File Attachment

[TMDL Modeling & Map Updates - DNR Response 20240331.pdf](#)

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Attach - Permit Compliance Documents

EO Program

 File Attachment

[2025 Information and Education Ledger of Activities \(Waukesha Co\).pdf](#)

IDDE Program

 File Attachment

[2025 SEH IDDE Inspection Summary and Reports.pdf](#)

PP BMPInsp

 File Attachment

[2025 SWPPP Annual Inspection Form.pdf](#)

PP BMPInventory

 File Attachment

[Stormwater Pollution Prevention Plan - Village of Summit.pdf](#)

PP BMPInsp

 File Attachment

[2025 Village of Summit - Catch Basin Cleaning Maps.pdf](#)

PP BMPInsp

 File Attachment

[2025 Village of Summit - Street Sweeping Maps.pdf](#)

IP Program

 File Attachment

[Intergovernmental Agreement for Storm Water Education Program Services \(T Summit & Waukesha Co\).pdf](#)

CS Program

 File Attachment

[Village of Summit Chapter 105 Construction Site Erosion Management.pdf](#)

PP BMPInsp

 File Attachment

[MS4 Annual Report Supporting Documentation Summary \(CY2025\).pdf](#)

SWQM TMDLImpPlan

 File Attachment

[2024 Rock River TMDL Concurrence.pdf](#)

PCSSW Program

 File Attachment

[2025 SEH Village of Summit Ongoing Engineering Services.pdf](#)

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Missing Information

Draft and Share PDF Report with the permittee's governing body or delegated representatives.

Press the button below to create a PDF. The PDF will be sent to the email address associated with the WAMS ID that is signed in. After the annual report has been reviewed by the governing body or delegated representative, return to the MS4 eReporting System to submit the final report to the DNR.

[Draft and Share PDF Report](#)

Sign and Submit Your Application

Steps to Complete the signature process

1. Read and Accept the Terms and Conditions
2. Press the Submit and Send to the DNR button

NOTE: For security purposes all email correspondence will be sent to the address you used when registering your WAMS ID. This may be a different email than that provided in the application. For information on your WAMS account click [HERE](#).

Terms and Conditions

Certification: I hereby certify that I am an authorized representative of the municipality covered under Summit, Village MS4 Permit for which this annual report or other compliance document is being submitted, and that the information contained in this submittal and all attachments were gathered and prepared under my direction or supervision. Based on my inquiry of the person or persons under my direction or supervision involved in the preparation of this document, to the best of my knowledge, the information is true, accurate, and complete. I further certify that the municipality's governing body or delegated representatives have reviewed or been apprised of the contents of this annual report. I understand that Wisconsin law provides severe penalties for submitting false information.

Signee (must check current role prior to accepting terms and conditions)

- Authorized municipal contact using WAMS ID.
- Delegation of Signature Authority (Form 3400-220) for agent signing on the behalf of the authorized municipal contact.
- Agent seeking to share this item with authorized municipal contact (authorized municipal contact must get WAMS id and complete signature).

Name:

Title:

Authorized Signature.

- I accept the above terms and conditions.

After providing the final authorized signature, the system will send an email to the authorized party and any agents. This email will include a copy to the final read only version of this application.



Village Hall, 262-567-2757
Fax, 262-567-4115
Public Works 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

MEMORANDUM

To: Village Board

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

Date: March 4, 2026

Re: Discussion and Action on Repair and Insurance Claim for Damaged F450 Truck

PURPOSE:

To receive direction from the Village Board regarding the repair and potential insurance claim of the F450 truck that was damaged in February in a traffic incident on I-94.

BACKGROUND:

A DPW Operator was involved in an incident on I-94 while operating the 2015 Ford F450 and hauling the mini-excavator with the Load Trail trailer. The Operator had driven the F450 to Waukesha County Highway Operations in Waukesha to pick up the mini-excavator after it had been serviced by their fleet maintenance staff. The trailer began to weave, and the truck was jackknifed around the side of the trailer by the safety chain as a result of the bolts breaking. It is unclear why the bolts broke, but it is suspected that the hardware from the receiver hitch that was recently provided as part of the new F550 Patrol Truck winter upfit project were not the proper grade. There were no injuries in the incident, and no other property was damaged aside from the Village vehicle. The known details of this incident will be evaluated and addressed by staff at the March 9th Village Safety Committee meeting.

After the incident, the truck was towed back to Waukesha County Highway Operations at a cost of \$850. Their fleet staff evaluated the truck and put together a preliminary estimate for repairs at a cost of \$1,963.24, which includes labor and materials to replace the drive tire, rim, rear fender, as well as to perform some fabrication for the fender mount. Each of these repairs are necessary to make the vehicle drivable and safe. The safety chains on the trailer will be replaced with new, as they likely were stretched. The cost to replace and have them professionally welded to the trailer will be approximately \$250, which staff will arrange to have completed and will charge to the operating budget. There was no damage to the trailer itself or to the mini-excavator as a result of the incident.

In the event that a claim is made through our insurance provider for the damage to the F450, there would be a \$500 deductible, which would be paid utilizing the Public Works Equipment Maintenance operating budget. If an insurance claim is not filed, the Village would be responsible for paying all repair costs. Currently, the Village has expended \$2,739 of the \$15,500 budget for DPW equipment maintenance, which includes the tow for the incident. This

account is utilized for general maintenance and repairs for Public Works equipment and vehicles.

There are three options available to consider:

1. Make repairs to the F450 as proposed and file an insurance claim. The \$500 deductible will be paid using the DPW Equipment Maintenance operating budget.
2. Make repairs to the F450 as proposed without filing an insurance claim. The total cost of repairs would be paid using the DPW Equipment Maintenance operating budget.
3. Do not make repairs to the truck and eliminate from the fleet in as-is condition via auction. The F450 is inoperable, and a tow will be required to bring the vehicle back to Village Hall.

RECOMMENDATION:

Village staff would like direction on the repair of the damage to the F450. Staff recommend that Option 1 or 2 above is selected, as there is value in repairing and retaining the truck as a spare for miscellaneous DPE operations. If the intent is to have repairs made, direction is also needed on whether to file a claim with the Village's insurance company.

ATTACHMENTS:

F450 Damage Photos

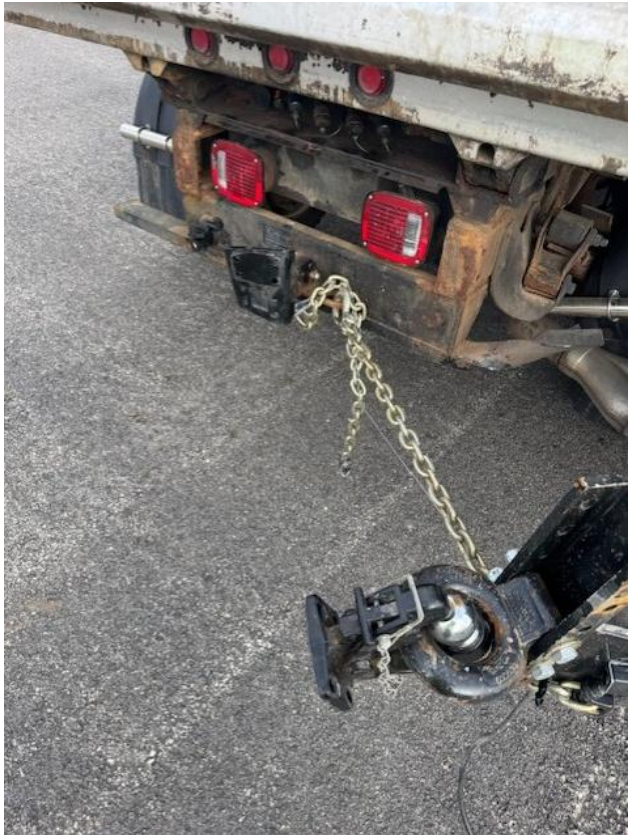
Waukesha County Fleet Estimate for Damage Repair (*dated 2/24/2026*)

FISCAL IMPACT:

To be determined, based on Village Board direction. A summary of potential repair costs is included in the background information.

RECOMMENDED MOTION:

To be determined, based on Village Board direction.



W/O: Estimate **X**
 Unit # C82103 FINAL

Date: 2/24/2026
 ARI PO:

Mileage: 86,209
 Individual
 Cost WC costs
 \$0.00 \$0.00
 \$0.00 \$0.00
 \$0.00 \$0.00
 \$0.00 \$0.00

PM Parts

Qty Unit Price Parts #
 @
 @
 @
 @

Repair Parts

Qty	Unit Price	Parts #	Description	Cost	WC costs
1	\$315.00	25-70R19.5	Drive Tire		\$365.40
1	\$150.00		Take Off New Rim	\$195.00	\$174.00
1	\$174.59	3851-10001769	Rear Fender	\$226.97	\$202.52
1	\$499.84	3851-10001336	Fender Bracket Kit	\$649.79	\$579.81
	@			\$0.00	\$0.00
	@			\$0.00	\$0.00
	@			\$0.00	\$0.00
	@			\$0.00	\$0.00
	@			\$0.00	\$0.00
	@			\$0.00	\$0.00

PM Labor

Qty	Unit Price	Task #	PM UNIT	Cost
	@			\$0.00

Repair Labor

Qty	Unit Price	Task #	Description	Cost
0.5	\$128.30		Tire Replacement	\$64.15
1.5	\$128.30		Fender Replacement	\$192.45
3	\$128.30		Fender Mount Metal Fabrication	\$384.90
	@			\$0.00
	@			\$0.00
	@			\$0.00
	@			\$0.00
	@			\$0.00
	@			\$0.00

PM Parts: \$0.00
 PM Labor: \$0.00
 PM Total costs: \$0.00

Repair Parts: \$1,321.74
 Repair Labor: \$641.50
 Repair Total costs: \$1,963.24

Grand Total: \$1,963.24

Date	Fleet Emp #	P.O.C.	Status	Comments



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

MEMORANDUM

To: Village Board

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

Date: March 4, 2026

Re: Discussion and Action on Repair and Insurance Claim for Damaged Hydraulic Line on Rented Bucket Truck

PURPOSE:

To receive direction from the Village Board regarding the repair and potential insurance claim of the bucket truck rented by the DPW from USSI Rentals that was recently damaged during tree trimming and removal operations.

BACKGROUND:

The DPW rented a Versalift SST40EIH Ford F550 bucket truck for the purpose of trimming and removing trees for a period of four weeks beginning in February at a total cost of \$4,100. During use, the hydraulic line that operates the lift was damaged, resulting in a hydraulic fluid leak that rendered the lift unusable. The damage appears to have been caused by a chainsaw blade cut, but it is also possible that it was damaged due to a tree or limb strike. Inspection photos taken prior to pickup of the equipment show that the damage did not exist when the vehicle was checked out by staff. USSI allowed the truck to be switched out with another unit, and the damaged truck was taken to a dealer for repair by USSI.

The rental agreement states that repair costs related to any damage caused during use is the responsibility of the Village, and the Village was also required to obtain comprehensive and collision insurance coverage for the equipment prior to taking possession. A preliminary estimate for repairs was obtained, and the estimated repairs are approximately \$5,126, plus the cost of hydraulic oil (\$6.88/qt).

In the event that a claim is made through our insurance provider, there would not be a deductible since the rental unit would be considered a liability claim. If an insurance claim is not filed, the Village would be responsible for paying all repair costs. Payment would be made utilizing the Public Works Road Maintenance operating budget (tree/vegetation maintenance subaccount). Currently, the Village has expended \$7,640 of the \$12,000 budget for tree/vegetation maintenance in 2026. This account is utilized for all tree maintenance work in the public right-of-way, including forestry-related equipment purchase, rental, and maintenance, as well as for hiring contractors to perform emergency tree work that is outside the capability of Village staff and equipment.

RECOMMENDATION:

The Village is responsible for the cost of repairs of the damaged equipment, per the rental agreement. Village staff are looking for direction on whether or not an insurance claim should be filed for repair of this damage.

ATTACHMENTS:

Unit 1313 Photos (before – 1/30/2026, after – 2/16/2026)

USSI Rental, Inc. Estimate for Damage

USSI Rental, Inc. Rental Agreement (Unit 1313, dated 1/27/2026)

FISCAL IMPACT:

To be determined, based on Village Board direction. A summary of potential repair costs is included in the background information.

RECOMMENDED MOTION:

To be determined, based on Village Board direction.



Galaxy S23
January 30, 2026





605 Anderson Drive, Romeoville, IL 60446 · 815-886-1776

ESTIMATE

DATE 3/3/2026

JOB# D1313

EST NO. E561

Prepared By: Kyle Schroeder

CUSTOMER: Village of Summit WI D1313

We are pleased to provide the following estimate for your review. This estimate is an approximation of costs that covers only the items as listed. If after the job has started and additional work is requested or required, you will be notified of any additional estimated cost, which will be subject to your approval.

**** Note: This Estimate is not a Contract or a bill. Parts and labor costs may change based on the extent of the repairs needed. If additional parts or labor are required, you will be notified before proceeding with any further work. ****

Repairs to: Versalift sst40EIH-02 SN:

Line Item #	Ref Item #	WORK DESCRIPTION:	CODE	LINE ITEM COST
1	1	Leak Caused by damaged hoses - disconnect hoses at platform, cap. Disconnect Hoses at upper/inner boom and cap. Support inner boom with overhead crane. Remove wearpads, Remove ext. cylinder hardware and pull inner boom. Remove damaged hoses from inner boom. Measure hose and build new hoses. Run through boom. Replace protective sock. install inner boom and secure using new hardware. reinstall wearpads. connect hoses and clean. install platform and connect hoses. Clean oil residue off and operate to check for leaks. Top off with T22 hydraulic oil (\$6.88/quart) will be added to final invoice. reinstall covers. Wash oil off truck.	0	\$5,126.08

Total Estimated Including Labor, Parts, Shop Supplies & Environmental Charge \$5,126

Deficiency Codes: U- Unsafe to operate, R - Requires Repair or Adjustment, M - Monitor

This Estimate is Good For: 30 Days

This Estimate Does Not Include Freight or Applicable Sales Tax

This Estimate Does Not Include Inspection Cost or Work Done prior to the Estimate

Travel Fees An Travel Expenses Are Not Included

Prior to accepting this estimate, Please review our Terms & Conditions. They may be found online at <https://utilityssi.com/terms-conditions/>

Note: We will not operate the unit from the basket above the ground without a current ANSI inspection

If you have any questions about this estimate, please call at your convenience. Thank you for considering USSI Rentals, Inc. to meet your specialized needs in equipment maintenance. We look forward to serving you.

USSI RENTAL INC.

Unit # 1313
 Lease # 28633
 Duration: OPEN

Customer: Village of Summit Phone: 202-567-2422

I have been offered training in regards to this rental unit. Mileage: OUT- 3,593 IN-
 I accept / decline training at this time. Cust Inits SL Hrs: PTO/ENGINE OUT- - / 855 IN- /
 Gas /Diesel/DEF: OUT- FULL / - IN- /

Operator must perform DOT walk around and A92.2/B30.5/A10.31/1910/1926 FREQUENT INSPECTIONS daily, prior to first use or at the beginning of each shift. Operator is responsible to check fluids daily. Report problems immediately to 815-886-1776.

Date: 2/19/25 Time: 10:37 LC ALL BILLING IS GENERATED FROM THIS REPORT Date: Time:

Rental OUT	INSPECTION: v= ACCEPTABLE, S= NEEDS SERVICE, N= NOT SATISFACTORY	Rental IN
<input checked="" type="checkbox"/>	Engine oil, P/S fluid, coolant, brake fluid, belts, hoses, air cleaner, compressor and drain, fuel/water separator	
<input checked="" type="checkbox"/>	Windows, mirrors, horn(s), wipers, gauges, seats, seat belts, dash, dash controls	
<input checked="" type="checkbox"/>	Fire extinguisher <u>R/R BOX</u> , reflector kit <u>BEHIND SEAT</u> , first aid kit <u>-</u>	
<input checked="" type="checkbox"/>	Chassis registration, OSHA/ANSI Inspection Certification <u>5184</u> , State of Illinois Safety Lane <u>5184</u>	
<input checked="" type="checkbox"/>	UNIT OPERATORS MANUAL, MANUAL OF RESPONSIBILITIES Located: <u>BELOW PASS. SEAT</u> Cust. Initial <u>SL</u>	
<input checked="" type="checkbox"/>	License plates <u>FP255188 IL. X2</u>	
<input checked="" type="checkbox"/>	Lights- headlights HI/LOW, stop, tail, turn, marker, back-up, reflectors, flashers, strobes, arrow stick, spot light(s)	
<input checked="" type="checkbox"/>	Tires, spare (if provided), wheels, lugs, mud flaps, PSI Frt: <u>105</u> Rear: <u>110</u>	
<input checked="" type="checkbox"/>	Chassis body- hood, fenders, doors, bumper(s), paint, cab guard	
<input checked="" type="checkbox"/>	Unit body- doors, compartments, bulkhead, floor, side rails, understructure, boxes, steps, ladder rack, handles, and railings	
<input checked="" type="checkbox"/>	Tailshelf, ICC bumper, hitch assembly, pintle hook/ball, D-rings, trailer plug, breakaway hook, weight capacity decal	
<input checked="" type="checkbox"/>	Interior Clean/ Exterior Clean	/
<input type="checkbox"/>	Inverter system, auxiliary motor, hydraulic reel, auger bit Size: _____	
<input checked="" type="checkbox"/>	Bucket cover, platform liner(s)	
<input checked="" type="checkbox"/>	Safety harness(s) sn <u># 269</u> Outrigger pads <u>-</u> Wheel chocks <u>(X2)</u>	
<input type="checkbox"/>	Main winch line and hook, Jib winch line and hook, multi-part line sheave, A2B weight, downhaul ball and whip	

FREQUENT INSPECTIONS AND TESTS. ITEMS IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS FOR EACH SPECIFIC SPECIFIC DEVICE SHALL BE INSPECTED FOR DEFECTS

<input checked="" type="checkbox"/>	Conduct walk around visual inspection looking for damaged components, cracks or corrosion, excessive wear and any loose, deformed or missing bolts, pins, fasteners, locking devices, and covers.
<input checked="" type="checkbox"/>	Check all controls and associated mechanisms for proper operation to include, but not limited to the following:
<input checked="" type="checkbox"/>	Proper operation of interlocks
<input checked="" type="checkbox"/>	Controls return to neutral when released and not sticking
<input checked="" type="checkbox"/>	Control functions and operation clearly marked
<input checked="" type="checkbox"/>	Check visual and audible safety devices for proper operation
<input checked="" type="checkbox"/>	Visually inspect fiberglass and insulating components for visible damage and contamination
<input checked="" type="checkbox"/>	Check for missing or illegible operational and instructional markings Travel Height Posted: <u>10'4"</u>
<input checked="" type="checkbox"/>	Check hydraulic and pneumatic systems for observable deterioration and excessive leakage
<input checked="" type="checkbox"/>	Check electrical systems related to the device for malfunctions, signs of excessive deterioration, dirt and moisture accumulation
<input checked="" type="checkbox"/>	Perform functional test to include, but not limited to the following:
<input checked="" type="checkbox"/>	Set-up the device for operation, including outriggers if applicable
<input checked="" type="checkbox"/>	Cycle the device functions through the complete range of motion from the lower controls, except where it would create a hazard
<input checked="" type="checkbox"/>	Check emergency stop(s) for proper operation
<input checked="" type="checkbox"/>	Any suspected items should be carefully examined or tested and a determination made by a qualified person as to whether they constitute a safety hazard. All unsafe items shall be replaced or repaired before use.

RENTAL OUT Comments: O/B BELLY PAN BROKEN, ICC SCRATCH P/S.

I, the lessee, have been informed of my responsibilities in accordance with Section 8 as to inspection, testing and maintenance requirements; Section 9 as to user's responsibilities; and Section 10 as to operator's responsibilities. I have been offered training or training material in the operation, inspection, testing, and maintenance of the device. This training was offered initially and subsequently on request. I acknowledge the presence and indicated condition of all items listed above at RENTAL OUT.

Operator's Signature: [Signature] Insp. Initial: Date OUT: Time:

RENTAL IN Comments:

I acknowledge the presence and indicated condition of all items listed above at RENTAL IN.
 Operator's Signature: [Signature] Insp. Initial: Date IN: Time:

ISSI RENTALS Inc., 565 Ardmore Drive, Romeoville, Illinois, Lessee hereby leases to Lessor, and Lessee hereby accepts by signing this Agreement the following vehicle and/or equipment (hereinafter referred to collectively as the "Leased Equipment"):
UEN No: 1313
Description of Equipment: Versant Street Ford F350
Value of Equipment: 147,000.00

RENTAL AGREEMENT

Village of Summit

P.O. No: 28870
For the term of \$ 4,100 (per day) (per week) (per 2 weeks)
Additional charges:
Mileage charge: \$ 0.25 per mile over 1,500 miles
Delivery Charge \$

- This instrument expresses the entire Agreement between the parties. No right of Lessee under this agreement may be waived except by a written instrument signed by a duly authorized officer of Lessee. Exercise of any right by Lessor shall not be construed as an authorization or waiver of any other rights that Lessor may have.
- It is expressly understood and agreed that this is a contract for the use of the Leased Equipment and the Lessee shall not acquire any right, title or interest in or to the property above described. Neither this Rental Agreement nor any interest therein may be assigned or subject by Lessee without the consent of Lessor, said consent to be evidenced by a written instrument signed by a duly authorized officer of Lessor. Lessee further agrees not to subject, mortgage, pledge, or sell the Leased Equipment hereunder. Lessee agrees to use the Leased Equipment only for lawful uses and not in violation of any Federal, State, or Municipal law, ordinance, rule, or regulation governing the use and return thereof, and not to remove or operate it outside of the continental limits of the United States.
- Lessee acknowledges that the Leased Equipment listed above is the property of Lessor, and that it was received in good mechanical and physical condition, as per the Unit Condition Report of even date herewith. It is expressly understood and agreed that all of the terms and conditions of the said Unit Condition Report are incorporated herein and made a part hereof. Lessee further agrees to return to Lessor all of the Leased Equipment hereunder and that Lessee will only allow persons fully qualified and knowledgeable in the operation and use of the Leased Equipment to operate and use said Leased Equipment.
- Lessee shall not cover any title, plates, or other identifying markings on the Leased Equipment, without otherwise agreed, in writing, from Lessor. Lessee may place in, on, or on the Leased Equipment any title, plates, or other identifying markings on said Leased Equipment only with the prior consent of Lessor.
- Lessee makes no warranties, expressed or implied, in connection with the lease of the Leased Equipment, their physical condition or operation. ALL WARRANTIES OF QUALITY, FITNESS, AND MERCHANTABILITY ARE HEREBY EXCLUDED.
- No termination of this lease shall take place or be effective except for: (1) default of the terms hereof but in no such event shall termination affect the liability of the Lessee hereunder for the payment of the sum or sums due or to become due hereunder; (2) the filing of a petition in bankruptcy against or by the Lessee; (3) the giving of assignment for the benefit of creditors; (4) the appointment of a receiver for Lessee's assets; (5) Lessee having or ceasing to suffer any distress or execution against any assets; (6) the Lessee's obligation to pay the full aggregate rent and to perform all of its obligations hereunder shall not cease or in any manner be modified for any reason, including but not limited to loss of or damage to the Leased Equipment or the termination of Lessee's possession of it. If any proceeding in bankruptcy, receivership, or insolvency shall be commenced by or against the Lessee or its property or if Lessee makes any assignment for the benefit of its creditors, Lessor shall have the right to recover immediately all sums and other amounts presently due or accruing hereunder under this Lease, together with the immediate return of the Leased Equipment.
- Lessee will, at the termination of this lease by lapse of time or otherwise, yield up immediate possession of said Leased Equipment and, failing to do so, will pay to Lessor the full-time possession is withheld, the sum of \$ 500 dollars per day, but the provisions of this clause shall not be held as a waiver by Lessor of any right or rights reserved in this Agreement to repossess the Leased Equipment leased hereunder. In no event shall there be a holding over on a month-to-month basis. Any extension of this Agreement shall be in writing and signed by the parties hereto.
- Lessor has the right to enter onto the Lessee's premises, and, as to other premises where the Leased Equipment may be located, Lessee agrees to obtain permission for Lessee to observe its operation and use, and for any other purpose consistent with Lessor's rights under the terms of this Agreement, including, but not limited to, repossession of the said Leased Equipment.
- Time is the essence of this Agreement. No waiver by Lessor of any default on the part of the Lessee shall constitute a waiver of any other default on Lessee's part, or waiver of Lessor's rights.
- If the Lessee fails to maintain the Leased Equipment, the Lessee's rights to possession shall be terminated, and the Leased Equipment may be repossessed, stored, or sold by Lessor without notice to the Lessee, for such rent or sums of money as Lessor may elect without releasing the Lessee from any liability hereunder. Lessor shall not be required to accept or receive any substitute offered by the Lessee or by others.
- It is expressly understood and agreed that in the event any Leased Equipment leased hereunder shall become non-operational during the lease term for any reason, Lessee shall not abate and Lessee shall remain liable for all rent accrued during such period and until such time as the Lessee's Leased Equipment is returned to the Lessee. Lessee shall have no claim or right to any refund or return of any amount paid for the Leased Equipment if it is damaged, lost, or destroyed, or if the Leased Equipment is damaged, lost, or destroyed, in addition to any other sums due under this Agreement, for the period Lessee is unable to retrieve the Leased Equipment due to total damage or while said damage is being repaired.
- Lessor shall not be liable for any Federal, State, and County, Municipal, or other local tax or any other tax whatsoever, including, but not limited to, sales or use tax. In the event any such tax is levied upon Lessor, Lessee hereby agrees to pay said amount to Lessor upon demand and further agrees that any such tax shall be deemed additional rent hereunder. Lessee is liable for all traffic, parking, and Tollway violation fees during the rental.
- Lessor may assign this Agreement, along with collateral documents, without prior consent of Lessee, to financial institutions as security for any indebtedness of Lessor and all right, title, and interest of Lessee in this Agreement shall inure to the benefit of Lessor, its successors and assigns.
- Lessee and Lessee hereby expressly agree that Lessor may sell the Leased Equipment either to Lessee or to a third party. In the event Lessor sells the Leased Equipment to a third party, Lessor shall replace the Leased Equipment with a similar vehicle and/or equipment prior to the removal of the Leased Equipment to be sold so as not to interrupt Lessee's use of the Leased Equipment. In the event the Leased Equipment to be sold is replaced pursuant to this paragraph, this Rental Agreement shall continue in full force and effect.
- Should Lessee fail to pay any part of the rent hereunder, or any other sum required of it to be paid to Lessor within ten (10) days after the due date thereof, Lessee shall pay unto Lessor a late charge equal to one and one-half percent (1 1/2%) per month of any amount then due, and such charge shall become additional rent due and payable. The provision of this paragraph shall not abrogate any other rights of Lessor.
- Lessee will be liable for any and all damage to the Leased Equipment caused hereunder. Lessee shall remain liable for the Leased Equipment for comprehensive and collision insurance with deductibles of not more than \$1,000.00. Any amount under the deductibles shall be the responsibility of Lessee. Lessee will also furnish an endorsement from the insurance company showing the Lessor has been added as a Loss Payee to the Lessee's Automobile Physical Damage Insurance Policy with respect to the Leased Equipment listed hereunder. The amount of comprehensive and collision insurance shall not be less than the actual cash value of the Leased Equipment.
- To the fullest extent permitted by law, Lessee agrees to indemnify and save Lessor, its employees and agents harmless from claims for damages or injury to persons, including Lessor's employees, of loss, damage or injury to property, including the Leased Equipment, and/or any manner out of Lessee's operation, Lessee's duty to indemnify hereunder shall include costs of defense arising out of claims specified herein, including all court and arbitration costs, filing fees, attorneys' fees and costs of settlement. Lessee shall not be required to indemnify Lessor for Lessee's own negligence. However, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or for the Lessee under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts. The Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance. Lessee shall not attempt to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning indemnification and procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.
- The Lessee agrees to purchase the following insurance coverages and to furnish to Lessor certificates of such insurance within ten (10) days from the date of Lessee's execution of this agreement and before taking delivery of the Equipment. The certificates should certify that the Lessee is covered on the work sites:
 - Worker's compensation and employer's liability insurance, with limits of at least the statutory minimum;
 - Primary non-contributory commercial general liability insurance on an occurrence basis, including bodily injury and property damage coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 in the aggregate;
 - If Lessee has excess or umbrella insurance, Lessee's policy must be endorsed so that it is primary to all of Lessor's insurance policies;
 - Commercial Automobile Liability in the amount of \$1,000,000.00, with Lessor named as additional insured, comprehensive and collision coverage with Lessor named as Loss Payee, and a minimum 30 days written notice of cancellation;
 - Island mutual-rail-truck physical damage insurance to cover the full insurance value of the Equipment, including any boom or jib, for its loss or damage from any and all causes, including but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God occurring during the rental term. The valuation of the Equipment is listed under the heading of "Details of Equipment", and the parties agree that this is the actual value of the Equipment for the purposes of fixing the Equipment's insurable value;
 - All policies are to be written by insurance companies acceptable to the Lessor;
 - The Lessee is to be included as an additional insured on all liability insurance policies, including primary, and any umbrella/occurrence (ISO Form CG 20 10 10 01, ISO CG 20 37 10 01, CG 20 28 07 04, and CG 20 34 03 97 must be used; Lessee shall name Lessor as loss payee on all insurance policies. Also, the Lessor is to be named as an additional insured on all liability insurance certificates. Lessee shall provide all such liability insurance certificates to Lessor;
 - All policies shall be endorsed to require the insurer to give thirty (30) days advanced notice to Lessor prior to cancellation.In the event of loss, proceeds of property damage insurance on the Equipment shall be made payable to Lessor. Lessee's obligations to indemnify and hold harmless from any liability, damage and loss are, in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not constitute a waiver of any of the above industry provisions. To the extent that the Lessee may perform under this lease without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Lessee's right to maintain any breach of contract action against Lessee.
- Lessee shall maintain the Leased Equipment in good operating and working order, and shall be responsible for replacement parts, labor and accessories when required to maintain the Leased Equipment in good working condition.

Customer's Duty Responsibilities:
Repair all flat tires
Check and maintain the pressure, lights, reflectors, brake system (brake reservoir as necessary), chassis fluid levels, hydraulic oil levels, all chassis and aerial lift lubrication points.
It shall be Lessee's responsibility to obey all applicable OSHA and ANSI rules and regulations effective at the time of rental, including, but not limited to, the wearing of any safety equipment such as safety hats, belts, etc.
Lessee agrees to employ only competent, experienced and reliable personnel to operate, maintain and assemble/disassemble the equipment. If Lessor makes available to Lessee a pool of personnel from which the work persons, benefits under any worker's compensation or similar law and employer's liability charges or other similar expense respecting Lessor's employment of such personnel. Lessee agrees that the equipment and all personnel operating such equipment, including Lessor's employees, are under Lessor's exclusive jurisdiction, supervision and control. It is expressly agreed by and between the parties hereto that the equipment and all persons operating the equipment are under the exclusive jurisdiction, supervision and control of Lessee under this lease. It shall be the duty of Lessee to give specific instructions and directions as to persons operating, maintaining and assembling/disassembling the Leased Equipment.
- Lessee shall not be responsible for loss or damage to Lessee's personal property used in conjunction with Lessor's Leased Equipment.
- The Lessee hereby agrees that it will assume all responsibility for the ground or soil conditions in the area where the equipment is to be stored, parked or operated. The Lessee shall perform or have performed all necessary inspections or testing to determine the nature of the ground or soil and its ability to support the Equipment while in operation or otherwise. If the ground or soil condition is such that it cannot support the Equipment, the Lessee shall take all necessary measures to ensure that these conditions are remedied prior to the Equipment being placed on the ground or soil. These measures include, but are not limited to, the provision of proper staking or cribbing or other means.
- Lessee assumes all responsibility to protect the equipment and persons in or around the equipment from the danger of power lines. Lessee shall not expose the equipment or any persons in or around such equipment to the danger of energized power lines. All power lines in the work area shall be identified prior to the work beginning. All power lines are to be de-energized prior to the equipment being operated in or around such power lines. Lessee shall contact the local electric utility to obtain their authorized only to arrange to have the power lines de-energized prior to beginning work. If power lines are de-energized, Lessee shall keep the equipment clear of such power lines at the distance required by OSHA, ANSI and any other safety regulations or standards. If it is not possible to de-energize power lines, then the Lessee shall be responsible for the maintaining of any power lines, the grounding of all equipment and will be required to use rigging or other equipment designed to prevent electrocution. Further, the Lessee shall keep the equipment clear of such energized power lines to the distance required by OSHA, ANSI and any other safety regulations or standards.
- Upon expiration of the leasing period above specified, or upon cancellation or termination of this Agreement, Lessor agrees to return, at its sole cost and expense, the Leased Equipment, together with all accessories, to Lessor at the address of Lessor, above set forth, or at such other place as Lessor may designate, in as good condition and running order as when received by Lessee, ordinary wear and tear excepted. Any missing or damaged parts and accessories, dents, tears, and other damage above ordinary wear and tear shall be repaired at the Lessee's expense. Any and all expenses, costs, fees, or expenditures, including but not limited to, reasonable attorney's fees, upon demand. At the time the Leased Equipment is returned to Lessor, inspection will be made jointly by Lessor and Lessee's agents to determine the damage, if any, to the Leased Equipment, ordinary wear and tear excepted. Ordinary wear and tear as referred to herein shall not be deemed to include any damages which may have been caused by or have resulted from collision or impact or excessive abuse, and shall not be deemed to include such items as dents, scratches, and/or tears to the interior of the said Leased Equipment. In the event the Lessee is not available for the above joint inspection, the Lessor shall inspect the Leased Equipment and bill the Lessee for damages, if any.
- This agreement is binding upon the legal representatives and successors in interest of the Lessee. Rights granted under this Agreement are cumulative and the exercise of any right or rights by Lessee shall not be construed to be an exercise or exhaustion or waiver of any other rights of Lessee.
- Lessee and any guarantor hereunder consent and agree that this agreement will be deemed fully executed and performed in the State of Illinois and will be governed by and construed in accordance with the law of the State of Illinois, in any action, proceeding, or request on any matter arising out of or arising out of this Agreement, the Lessor, Lessee, and any guarantor will: (a) subject to the personal jurisdiction of the State of Illinois including any State or Federal Court sitting therein, and all Court Rules thereof; (b) not accept venue in any State or Federal Court in Illinois; and (c) expressly waive any rights to a jury, so that trial will be held only by the court.
- This lease will be for a period of 09/01/2024 to 11/15/2024, commencing on 08/28/2024.
If this instrument is conveyed to a successor, such successor has been authorized by a duly adopted resolution of the Board of Directors of such corporation.
- This instrument is conveyed to Village of Summit, Illinois, dated this 15th day of August, 2024, at Romeoville, Illinois.

LESSOR: ISSI RENTALS Inc.

By: Michael Stapanian

LESSEE:

[Signature]

Driver's License No. 452, 7867, 4386.00



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MEMORANDUM

To: Village Board

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

Date: March 5, 2026

Re: Discussion and Action on State Municipal Financial Agreement for WisDOT Project 3100-05-02/22/23/72 0.1 MI S of USH 18 to Aurora Drive

PURPOSE:

To present a draft state municipal financial agreement for the subject project, which outlines responsibility for costs related to design, real estate, and construction of a multi-use trail extension between Aurora Dr and Normandale Dr.

BACKGROUND:

At the December 11, 2025 Village Board meeting, staff were directed to move forward with the WisDOT proposal for the multi-use trail facilities on STH 67 between Aurora Dr and Normandale Dr with the inclusion of the high visibility crosswalk markings. A draft agreement has been provided.

During initial conversations with WisDOT, the Village was told that design costs would be covered by WisDOT, and the Village would be responsible for 100% of the costs for construction, construction oversight, and real estate. The draft agreement received includes \$26,153 for design, however. Staff reached out to WisDOT to clarify responsibility for design costs, and their response was that we were given incorrect information and would be responsible for design costs. The total estimated costs for the project have now increased to \$238,653. Initially, the preliminary estimated cost to the Village was \$116,000 (without design). WisDOT has informed staff that these costs will adjust as we go through the design and real estate process. This agreement is considered an active agreement that may need to be amended as the project is designed.

Staff submitted an application for the Recreational Trail Program in early March to help offset Village costs for the project. If awarded, the maximum award would be \$100,000. Notification will not occur for at least 3 to 4 months.

RECOMMENDATION:

Staff recommend that the Village Board determines if they are willing to cover the full cost of the multi-use trail project as proposed with the understanding that the estimated costs have increased. If there is a desire to continue with the project, staff recommend approval of the draft SMFA.

ATTACHMENTS: State Municipal Financial Agreement for a State-Let Highway Project, Project ID 3100-05-02/22/23/72 (DRAFT)

FISCAL IMPACT: Financial impacts are estimated to be \$238,653, although actual costs may vary as the project progresses. A combination of impact fees, GO Bonds, and grant funds (if awarded) would cover the cost of the project. If costs are anticipated to begin in 2026 due to the commencement of design, an amendment to the Capital Improvement Plan will be required.

RECOMMENDED MOTION: Motion to approve the State Municipal Financial Agreement for a State-Let Highway Project (WisDOT Project ID 3100-05-02/22/23/72) between the Village of Summit and the Wisconsin Department of Transportation, as proposed.



**STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: March 4, 2026
I.D.:3100-05-02/22/23/72
Road Name: STH 67
Title: DOUSMAN-OCONOMOWOC
Limits: 0.1 MI S OF USH 18 TO AURORA DR
County: Waukesha
Roadway Length: 2.74

The signatory **Village of Summit**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement

Proposed Improvement - Nature of work: as determined by scope

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Real Estate for multi-use path, multi-use path, high-vis-crosswalks (at trail crossing Normandale Dr)

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
3100-05-02 Preliminary Engineering: Plan Development	\$ 550,000	\$ 550,000	100%	\$ -	0%
3100-05-22 Real Estate Acquisition roadway: Acquisition	\$ 200,000	\$ 200,000	100%	\$ -	0%
3100-05-23 Real Estate Acquisition Multi-use Path: Acquisition	\$ 25,000	\$ -	0%	\$ 25,000	100%
3100-05-72 ¹ Construction: Roadway	\$ 3,880,000	\$ 3,880,000	100%	\$ -	0%
Multi-use Path Design	\$ -	\$ -	0%	\$ 26,153	LSUM
Multi-use Path	\$ 185,000	\$ -	0%	\$ 185,000	100%
subtotal 3100-05-72:	\$ 4,065,000	\$ 3,880,000		\$ 211,153	
Non-Participating	\$ 2,500	\$ -	0%	\$ 2,500	100%
Total Cost Distribution	\$ 4,842,500	\$ 4,630,000		\$ 238,653	

1. Estimates include construction engineering.

This request is subject to the terms and conditions that follow (pages [2] – [4]); is made by the undersigned under proper authority to make such request for the designated Municipality, and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. A review of the existing State Municipal Maintenance Agreement (SMMA) or creation of a new SMMA signed by the Municipality and the State shall be completed in conjunction with this agreement. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the Village of Summit	
Name	Title
Signature	Date
Signed for and in behalf of the State	
Name: Tony Barth	Title SE Region Planning Chief
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement

which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.

2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Real Estate necessitated for the multi-use path.
 - (e) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (f) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability

for all suits, actions, or claims resulting from the sanitary sewer and water system construction.

(g) Parking lane costs.

(h) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
8. Basis for local participation:
 - a. Funding for preliminary engineering 100% State
 - b. Funding for real estate required for standard roadway construction, 100% State
 - c. Funding for real estate required for multi-use path, 100% Municipal
 - d. Funding for compensable utilities required for standard roadway construction, 100% Municipal
 - e. Funding for construction of standard roadway items – 100% State.
 - f. Funding for multi-use Path, 100% Municipal.
 - g. Funding for non-participating items including high-vis-crosswalks, 100% Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.
~~te in construction of a project that merits local involvement.~~



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MEMORANDUM

To: Village Board

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

Date: March 5, 2026

Re: Discussion and Action on State Municipal Maintenance Agreement for WisDOT Project
3100-05-72 0.1 MI S of USH 18 to Aurora Drive

PURPOSE:

To present a draft state municipal maintenance agreement for the subject project, which will include STH 67 improvements between USH 18 and Aurora Drive.

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:

3100-05-02/72 STH 67, 0.1 Miles South of USH 18 to Aurora Dr

- 2-inch asphaltic mill and overlay
- Upgrade curb ramps to ADA & WisDOT standards
- Maintenance to bridge over Bark River (B-67-0376)
- Drainage system maintenance
- Pipe cleaning
- Inlet repair
- Endwall repair/replacement
- Replace traffic signals at Delafield Road
- Replace traffic signs
- *Pending final approval of State Municipal Financial Agreement:* Construct 10-ft wide multi-use trail between Aurora Dr and Normandale Dr, including an at-grade crosswalk on STH 67 at Normandale Dr

WisDOT requires maintenance agreements with municipalities as part of construction/improvement projects for state highways. The most recent update to the agreement for maintenance of the CTH P/I-94 Park and Ride facility and adjacent multi-use trail is an example of such an agreement. It has been standard for municipalities to maintain certain infrastructure after improvement projects are completed by WisDOT, including mowing around and snow and ice removal of sidewalks and multi-use paths. There were initially provisions included in the draft agreement that stated the Village would be responsible for additional activities that are outside the standard scope of work expected of a local municipality, including street sweeping and storm sewer maintenance. After consulting with WisDOT, they removed several of these maintenance requirements from the agreement, as they are ordinarily completed by Waukesha County.

As part of this project, WisDOT will be putting together a permanent signing plan that includes the placement of No Parking signs along USH 18. Currently, parking is restricted near the Roundy's Distribution facility. This will likely change to restrict parking on the entirety of STH 67 between Aurora Dr and USH 18. Parking enforcement will be the responsibility of the Police Department, per the agreement. Chief Hartert and Captain Wraalstad were consulted and do not have any issues with this provision.

There will be financial impacts related to maintenance activities that are the Village's responsibility. An estimate of each activity is outlined below, although this may change as more information is obtained and the project design moves forward:

Maintenance Activity	DPW Labor	Equipment	Estimated Cost
Snow removal (multi-use trail, ramps)	1.5 hr/winter event	Skid loader w/ pusher attachment	\$1,800 - \$2,400 <i>(labor only)</i>
Mowing & trash collection (multi-use trail)	1 hr/week during growing season	Zero-turn mower, ROW mower	\$2,000 - \$2,600 <i>(labor only)</i>
Clogging debris clearing (STH 67)	4 hrs/event (estimated 1x per year)	Patrol truck w/ sweeper attachment	\$250 - \$500 <i>(labor only)</i>
Crosswalk pavement markings (Normandale Dr)	Contracted Service		\$2,000 <i>(every 5 – 7 years)</i>

RECOMMENDATION:

Staff would recommend that the Village Board take formal action to approve the draft State Municipal Maintenance Agreement after the Board has approved the State Municipal Financial Agreement for construction of the proposed multi-use trail and related facilities. If the Board determines that the Village should not fund the trail facilities and does not approve the SMFA, the language in the SMMA should be updated to reflect removal of maintenance activities related to these facilities before it is approved.

ATTACHMENTS: State Municipal Maintenance Agreement, Project ID 3100-05-72 (DRAFT)

FISCAL IMPACT: There will be an expense for the Village to complete the maintenance activities included in this agreement as outlined in

the background information. Adequate funding will need to be included in the operating budget annually for those activities that are approved in the final agreement.

RECOMMENDED MOTION: **Motion to approve the State Municipal Maintenance Agreement (WisDOT Project ID 3100-05-72) between the Village of Summit and the Wisconsin Department of Transportation, as proposed.**



**STATE/MUNICIPAL
MAINTENANCE
AGREEMENT**

Date: March 4, 2026
 ID: 3100-05-72
 Road Name: STH 67
 Limits: 0.1 MI S OF USH 18 TO AURORA DR
 County: Waukesha

The signatory **Village of Summit**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect this agreement to include the associated maintenance responsibilities hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 84.07(1) of the Statutes. Wisconsin statutes, Wisconsin Administrative Code, and State policy serve as the defining documents for State Highway maintenance responsibilities.

DESCRIPTION OF FACILITY:

Facility description upon completion of State project – As determined by project ID 3100-05-72

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [3]); is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, delivery to the Municipality and upon fully executed signature of associated, applicable State Municipal Financial Agreement for project 3100-05-72. The initiation and signature of the agreement will be subject to all the applicable federal and state regulations. No term or provision of neither the State/Municipal Maintenance Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Maintenance Agreement.

Signatures certify the content has not been altered by the municipality.
 Signed for and in behalf of the **Village of Summit** (Please sign in blue ink)

Name (print)

Title

Signature

Date

Signed for and in behalf of the **State** (Please sign in blue ink)

Name Brian Roper

Title **WisDOT SE Region Maintenance Chief**

Signature

Date

TERMS AND CONDITIONS:

1. In order to guarantee the Municipality's foregoing agreements to maintain the facility to State standards, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold General Transportation Aids or monies otherwise due and payable by the State to the municipality, as determined by the State, for any maintenance the State must perform to the facility should the Municipality fail to comply with the agreement.
2. The State will not install any additional items, not necessitated for the safe and efficient flow of traffic, to a state highway facility without the Municipality agreeing to maintain those items. The State is responsible for maintaining the through travel way of any given highway facility under the State's jurisdiction including:
 - (a) The energy, operation, repair and replacement of traffic signals and associated street lighting required for the signalized intersections within the limits of this agreement for:
 1. Signalized intersections: STH 67 & Delafield Rd (CTH DR), USH 18
 - (b) Signing and pavement marking necessitated for the safe and efficient flow of traffic except those items listed in #3.
 - (c) Permitting authority of utilities and access control on all State Trunk, US and Interstate Highways.
3. The Municipality shall at its own cost and expense maintain all portions within the specified limits of this agreement that lie within its jurisdiction for such maintenance through statutory requirements in a manner satisfactory to the State and shall make ample provision for such maintenance each year to include:
 - (a) Maintain all items outside, and under, the travel way to include, but not limited to, sidewalks, multi-use paths, pedestrian refuge islands and landscaping features.
 - (b) Remove snow and ice from sidewalks, multi-use paths, and pedestrian refuge islands.
 - (c) Prevent the accumulation of dirt, sand, leaves, paper, or other clogging debris.
 - (d) Maintain clear right-of-way of all encroachments.
 - (e) Maintain crosswalk pavement markings at unsignalized intersections and mid-block crossings in accordance with the signing and marking agreement if completed as part of this project.
 - (f) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, wayfinding signs, etc.) in accordance with the signing and marking agreement if completed as part of this project.
 - (g) Maintain and accept responsibility for the following as applicable to this agreement:

Structures: clearance of snow and/or ice from the sidewalk and/or multi-use pathway on the structure.

 1. Grass: mowing, repair tire ruts in turf, weed control, litter removal.
 2. Landscaping: removal and replacement of dead plant material, pruning, watering.
4. The Municipality, within the specified limits, agrees to:
 - (a) Prohibit angle parking.
 - (b) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
 - (c) Regulate and prohibit, by ordinance, parking at all times on STH 67 between USH 18 to Aurora Dr.
5. The Municipality will coordinate with the State to obtain any necessary Work on Right-of-Way Permits for maintenance performed on or within the state highway facility or state right-of-way.

6. This agreement does not remove the current municipal maintenance responsibility.
7. The State or Municipality may request an amendment to this agreement to include specific features later requested by the Municipality throughout the design process.
8. Upon completion of construction project, 3100-05-72, the Municipality will assume all afore mentioned maintenance responsibilities.



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MEMORANDUM

To: Village Board

From: Chief Michael Hartert

Date: March 3, 2026

Re: Lake Country Municipal Court Ordinance

BACKGROUND: On January 14, 2026 the Lake Country Municipal Court Administrative Committee met and voted to add the Village of Palmyra to the Lake Country Municipal Court (LCMC). Per Wisconsin State Statutes, all municipalities belonging to the LCMC must pass an identical Ordinance and Successor Agreement.

ATTACHMENTS: Proposed Ordinance and Successor Agreement; Current Ordinance and Successor Agreement; Informational Letter.

FISCAL IMPACT: None.

RECOMMENDED: Motion to repeal Ordinance 124-2024 and its Successor Agreement and replace it with Ordinance 145-2026 and the revised Successor Agreement in regards to Establishing a Municipal Court.



VILLAGE OF OCONOMOWOC LAKE
35328 W. Pabst Road, Oconomowoc, Wisconsin 53066

MEMO

To: Lake Country Municipal Court Communities

From: Donald Wiemer, Chair, Administrative Committee

Date: January 14, 2026

Reference: Municipal Ordinance and 66.0301 Successor Agreement

Attached are two documents for your review and municipal approval. These two documents have been updated to reflect the addition of Village of Palmyra to the court as a contracted member.

As to the revised municipal ordinance that creates the court, I ask that you repeal your latest court ordinance and approve this ordinance. Under section 1, there are blanks for referencing your previous ordinance and when it was adopted.

The Successor Agreement revisions have been made to reflect the Village of Palmyra as a contract member.

Both of these documents are in Word so they can be modified to reflect your ordinance format. Please return a copy of these to the court clerk for our records. If you have any questions, please feel free to call me at 414-881-9726.

ORDINANCE NO. 145-2026

AN ORDINANCE TO RECREATE THE MUNICIPAL COURT FOR THE CITY OF DELAFIELD, CITY OF OCONOMOWOC, TOWN OF DELAFIELD, TOWN OF ERIN, TOWN OF MERTON, TOWN OF OCONOMOWOC, TOWN OF OTTAWA, 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, TOWN OF IXONIA (Contract Member), TOWN OF SULLIVAN (Contract Member), and VILLAGE OF PALMYRA (Contract Member) PURSUANT TO SECTION § 755.01(4) AND § 66.0301 WISCONSIN STATUTES

The Village Board of Village of Summit, Waukesha County, Wisconsin does hereby ordain as follows:

SECTION 1.

Ordinance No. 124-2024 dated on or about February 8, 2024 entitled “An Ordinance to Create and Establish A Municipal Court For the City of Delafield, City of Oconomowoc, Town of Delafield, Town of Erin, Town of Merton, Town of Oconomowoc, Town of Ottawa, 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 Town of Ixonia (Contract Member), and Town of Sullivan (Contract Member), is hereby repealed and the Municipal Court ordinance is hereby re-created as follows:

MUNICIPAL COURT

(1) **MUNICIPAL COURT RECREATED**

The Lake Country Municipal Court (“Municipal Court”) was created and established a under the provisions of Chapter 755 of the Wisconsin Statutes for the City of Delafield, City of Oconomowoc, Town of Delafield, Town of Erin, Town of Merton, Town of Oconomowoc, Town of Ottawa, 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, Town of Ixonia (Contract Member), Town of Sullivan (Contract Member) (collectively the “Members”) by identical ordinances pursuant to §755.01(4). The Village of Palmyra, having adopted an ordinance identical to this ordinance, shall join the Municipal Court as a Contract Member, and the Members, by this ordinance, accepts the Village of Palmyra as a Contract Member to be added as a Member of the Municipal Court.

(2) **MUNICIPAL JUDGE**

This court shall be presided over by a Municipal Judge, who shall be an attorney licensed to practice law in Wisconsin, and who shall reside in one of the court’s Member Municipalities. The Municipal Judge shall be elected at large in the spring election for a term of four (4) years commencing on May 1. All candidates for the position of Municipal Judge shall be nominated by nomination papers as provided in Section 8.10, Wis. Stats., and selection at a primary election if such is held as provided in Section 8.11, Wis Stats. Each Member Municipality shall

provide for a primary election whenever three (3) or more candidates file nomination papers for the position of Municipal Judge as provided in Section 8.11(1)(a), Wis. Stats., and such primary election shall be held on the third Tuesday of February as provided in Section 5.02(22), Wis. Stats.

(3) ELECTIONS

The Municipal Clerk of each municipality shall see to the compliance with §5.58(1)(c), §5.60(1)(b), §5.60(2), §7.15, §7.60(4)(a), and §8.10(6)(bm) to provide for the election of a Municipal Judge under §755.01(4).

(4) OATH AND BOND

The Judge shall, after his/her election or appointment to fill a vacancy, take and file the official oath as prescribed in §757.02(1) Wis. Stats. The Municipal Judge shall not act until his/her oath have been filed as required by Section §19.01(4)(c) and Section §755.03(2) Wis. Stats.

(5) SALARY

The salary of the Judge shall be set by the annual budget of the Court, approved and recommended by the Administrative Committee, and approved by the City Council and Village and Town Boards as part of the budget process.. No salary shall be paid for any time during his/her term during which such Judge has not executed his official oath, as required by §755.03, Wis. Stats., and filed pursuant to §19.01 Wis. Stats. The Municipalities may, by separate ordinances, resolutions, or through the budget process, allocate funds for the administration of the Municipal Court pursuant to Wis. Stats. §66.0301.

(6) JURISDICTION

The municipal Judge of the Municipal Court shall have such jurisdiction as provided by §755.045 and §755.05 Wis. Stats., and as otherwise provided by State Law. The Municipal Judge is authorized to issue inspection warrants under §66.122 and §66.123 Wis. Stats.

(7) LOCATION AND HOURS

The Municipal Court shall be held in the Community Room of the City of Oconomowoc Public Safety Building, 630 East Wisconsin Avenue, Oconomowoc, Wisconsin or at such other locations as the Administrative Committee may direct. The Municipal Court shall be open at such times as determined by the Municipal Judge, but no less than every Friday commencing at 8:00am.

(8) FINES AND FORFEITURES

The Municipal Judge may impose punishment and sentence as provided by Section 800.09, Wis. Stats., and as provided in the ordinances of the Member Municipalities. All forfeitures, fees, penalty assessments, and other costs paid to the Municipal Court shall be accounted for

and disbursed by the Municipal Court with the approval of the Operations Committee on a not less than monthly basis.

(9) STIPULATIONS AND DEPOSITS IN MUNICIPAL COURT

The Municipal Court herein established shall be operated pursuant to and in compliance with the provisions of Chapter 800 Wis. Stats., and where applicable, other provisions of the Wis. Stats. as referred to in subsection (10) below. The Municipal Judge shall establish in accordance with §800.03(3) Wis. Stats., a schedule of deposits for violations of City, Town, and Village ordinances, resolutions and by laws, except traffic regulations which are and shall be governed by §345.26 Wis. Stats., and boating violations which are, and shall be governed by §23.66 and §23.67 Wis. Stats. Such deposit schedule shall be approved by the respective governing bodies of the municipalities creating and establishing this Court and shall be made available upon request.

(10) PROCEDURE IN MUNICIPAL COURT

The procedure in Municipal Court shall be as provided by this Ordinance and State Law including, but not excluding because of enumeration Chapter 66, 345, 751, 755, 757, and 800 of Wis. Stats.

(11) CONTEMPT PROCEDURE

- (a) The Municipal Judge may impose a sanction authorized under §800.12(1) for contempt of court, as defined in §785.01(1) Wis. Stats., in accordance with the procedure under §785.03 Wis. Stats.
- (b) The Municipal Judge may impose a forfeiture for contempt under §800.12(2) Wis. Stats., in an amount not to exceed \$200.00 or, upon nonpayment of the forfeiture and the penalty assessment under §800.12(3) Wis. Stats., a jail sentence not to exceed 7 days.

(12) TERMINATION

Any Member Municipality may withdraw from this Agreement by giving notice in writing to the Judge and Chair of the Administrative Committee no later than August 31st of any year. Upon giving such notice, the Member Municipality's participation in the Municipal Court shall terminate at the end of said year. The Municipal Court hereby established shall not be abolished while the Section 755.01(4), Wis. Stats., Agreement is in effect.

SECTION 2. SEVERABILITY

The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision and shall not

affect the validity of any other provisions, sections, or portions thereof the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

SECTION 3: EFFECTIVE DATE

This ordinance shall take effect and be in force from and after its passage and publication as provided by law.

Dated this 12th day of March, 2026

Village of Summit

By: _____
President Jack Riley

ATTEST: _____
Administrator/Clerk-Treasurer Debra Michael

ADOPTED: _____

POSTED: _____

PUBLISHED: _____

**SUCCESSOR AGREEMENT FOR THE OPERATION OF
THE LAKE COUNTRY MUNICIPAL COURT a/k/a MUNICIPAL COURT
FOR WESTERN WAUKESHA COUNTY**

(Pursuant to Section 66.301, Wis. Stats.)

AGREEMENT effective this 12th day of March, 2026 and on the date set opposite the signature of the Mayor, Village President, or Town Board Chairperson, by and between the, all being municipal corporations organized and existing under the laws of the State of Wisconsin. City of Delafield, City of Oconomowoc, Town of Delafield, Town of Erin, 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, Town of Ixonia (Contract Member), Town of Sullivan (Contract Member), and Village of Palmyra (Contract Member) (collectively the “Members”).

RECITALS:

WHEREAS, Section 755.01(1), Wis. Stats., provides that any municipality may establish a municipal court to be maintained at the expense of the municipality; and

WHEREAS, Section 755.01(4), Wis. Stats., provides that two or more cities, towns, or villages may enter into an agreement under Section 66.0301, Wis. Stats., for the joint exercise of the power granted under Section 755.01(1), after enactment of identical ordinance by each affected City, Town, or Village; and

WHEREAS, the municipalities that are parties to this Agreement have enacted identical ordinances thereby creating and establishing a municipal court to serve said municipalities; and

WHEREAS; the municipalities have expressed willingness to enter into a contract for the joint operation of said municipal court and for the equitable sharing of the costs thereof, pursuant to Section 755.01(4) and 66.0301, Wis. Stats.

NOW, THEREFORE, in consideration of the benefits to be derived by each municipality from the joint operation of the municipal court, the Members agree as follows:

1. **MUNICIPAL COURT.** The Lake Country Municipal Court (“Municipal Court”) shall be organized and shall operate pursuant to Chapter 755 Wis. Stats., the ordinances adopted by the member municipalities, and the terms of this Agreement. In the event of conflict, the provisions of the Wisconsin statutes governing this Municipal Court shall prevail. Pursuant to Section 755.01(4), Wis. Stats., each member of the multimember Municipal Court shall adopt identical ordinances, and after adoption execute this Intermunicipal Agreement.
2. **ORGANIZATION.** Except for matters required by statute to be determined by the respective governing bodies of member municipalities, the general operation of the Municipal Court shall be by the judge and the Court Administrative Committee. In addition, the Administrative Committee has currently authorized three sub-committees, namely: (1) Operations Committee; (2) Personnel Committee; and (3) Long Range Planning Committee. Each sub-committee shall have no less than three (3) members appointed by the chairperson of the Administrative Committee. Each sub-committee will in turn appoint a chair and keep brief minutes/notes of any meetings. Meetings will be publicly posted. The Operations Committee will meet not less than monthly, review and approve monthly financial statements and payment of bills, deal with general court operations, and formulate and recommend the annual court budget. The Personnel Committee may be involved, either individually or jointly, in the update of any employee handbook. The Long-Range Planning Committee will meet as needed to discuss and make recommendations as to the Municipal Court’s future facility needs.

3. COURT ADMINISTRATIVE COMMITTEE.

- a) Composition. The Court Administrative Committee shall be comprised of one representative of each member municipality who shall be appointed by the Mayor, President, or Chairperson of the member municipality, subject to confirmation by the respective governing body. To assure participation and continuity of representation, each member municipality may appoint an alternate who shall act on committee matters, in the absence the representative. The Administrative Committee shall appoint a chair and vice chair for a term not to exceed two (2) years. These appointments shall occur at the annual fall meeting or whenever a vacancy occurs. The appointments take effect on January 1 of the following year.
- b) Powers and Duties. The Administrative Committee shall have general control over the operation of the Municipal Court, except where such control is specifically granted to the Judge or the governing bodies by statute, in which case the Administrative Committee shall be a recommending agency. The Administrative Committee may delegate certain authority of powers to the Operations Committees or other committees. The Administrative Committee shall recommend to the governing bodies the annual court budget and the bail bond schedule for the Municipal Court. The Operations Committee shall cause appropriate bank accounts to be established for the deposit of all fees, forfeitures, assessments, and costs paid into the Municipal Court and shall adopt appropriate accounting procedures to ensure the proper handling of said funds. The Administrative Committee shall, with input from the judge, recommend that the Municipal Court's participating municipalities approve the annual budget as prepared and recommended by the Operations Committee for the operation of the Municipal Court.
- c) Voting and Procedure. The Court Administrative Committee shall be governed by Robert's Rules of Order and majority vote of all the representatives of the Court Administrative Committee shall be required to adopt any motion or resolution. A simple majority of members or alternate members shall constitute a quorum.
- d) Many of the Members that comprise this Municipal Court contract with a County Sheriff's Department for police protection purposes. If a municipality that contracts with a Sheriff's Department for police service appoints the Contract Deputy Sheriff as the municipality's member of the Administrative Committee, the Contract Deputy Sheriff shall be entitled to vote on any matter as the representative for each of the municipalities the Contract Deputy Sheriff represents. Each municipality represented by a Contract Deputy Sheriff shall count toward meeting the quorum requirement.

- 4. MUNICIPAL JUDGE. This Municipal Court shall be presided over by a Municipal Judge, who shall be an attorney licensed to practice law in Wisconsin, and who shall reside in one of the Municipal Court's Member or Contract Municipalities. The Municipal Judge shall be elected at large in the spring election for a term of four (4) years commencing on May 1. All candidates for the position of Municipal Judge shall be nominated by nomination papers as provided in Section 8.10, Wis. Stats., and selection at a primary election if such is held as provided in Section 8.11, Wis Stats. Each Member Municipality shall provide for a primary election whenever three (3) or more candidates file nomination papers for the position of Municipal Judge as provided in Section 8.11(1)(a), Wis. Stats., and such primary election shall be held on the third Tuesday of February as provided in Section 5.02(22), Wis. Stats.
- 5. ELECTION. The Municipal Clerk of each municipality shall see to the compliance with Statutes 5.58(1)(c), 5.60(1)(b), 5.60(2), 7.15, 7.60(4)(a), and 8.10(6)(bm) to provide for the election of a Municipal Judge under Section 755.01(4).
- 6. OATH AND BOND. The judge shall, after his/her election or appointment to fill a vacancy, take and file the official oath as prescribed in Section 757.02(1), Wis. Stats. The Municipal Judge shall not act until his/her oath have been filed as required by Section 19.01(4)(c) and Section 755.03(2), Wis Stats.

7. JURISDICTION. The Municipal Judge of the Municipal Court shall have such jurisdiction as provided by Section 755.045 and 755.05, Wis. Stats., and as otherwise provided by state law. The Municipal Judge is authorized to issue inspection warrants under Section 66.122 and 66.123, Wis. Stats.
8. JUDGE'S SALARY. The salary of the Judge shall be set by the annual budget of the Court, approved and recommended by the Administrative Committee, and approved by the City Council and Village and Town Boards as part of the budget process. No salary shall be paid for any time during his/her term during which such Judge has not executed his/her official oath, as required by §755.03, Wis. Stats., and filed pursuant to §19.01 Wis. Stats. The Municipalities may, by separate ordinances, resolutions, or through the budget process, allocate funds for the administration of the Municipal Court pursuant to Wis. Stats. §66.0301.
9. LOCATON AND HOURS. The Municipal Court shall be held in the Community Room of the City of Oconomowoc Public Safety Building or at such other locations as the Administrative Committee may direct. The Municipal Court shall be open at such times as determined by the Municipal Court Judge, but no less than every Friday commencing at 8:00 am.
10. CLERK. The clerk is appointed by the Judge pursuant to Section 755.10, Wis. Stats. Salary and fringe benefits of the Clerk and any Deputy Clerks or other part-time employees are set forth in the Court's annual budget and must be approved and recommended by the Administrative Committee, and approved by the City Common Council, Village and Town Boards.
11. FINES AND FORFEITURES. All forfeitures, fees, penalty assessments, and other costs paid to the Municipal Court shall be accounted for and disbursed by the Municipal Court with the approval of the Operations Committee on a not less than monthly basis. The Municipal Judge may impose punishment and sentence as provided by Section 800.09, Wis. Stats., and as provided in the ordinances of the Member Municipalities.
12. STIPULATIONS AND DEPOSITS IN MUNICIPAL COURT. The Municipal Court herein established shall be operated pursuant to and in compliance with the provisions of Chapter 800, Wis. Stats., and, where applicable, other provisions of the Wisconsin Statutes. The Municipal Judge shall establish in accordance with Section 800.03(3), Wis. Stats., a schedule of deposit for violations of city, village, and town ordinances, resolutions and by-laws, except traffic regulations which are and shall be governing by Chapter 345.26, Wis. Stats., and boating regulations which are and shall be governed by Chapter 23.66 and 23.67, Wis. Stats. Such deposit schedule shall be approved by the respective governing bodies of the municipalities creating and establishing this Municipal Court and shall be made available upon request.
13. PROCEDURE IN MUNICIPAL COURT. The procedure in Municipal Court shall be as provided by this ordinance and state law, including, but not excluding because of enumeration, Chapters 66, 345, 751, 755, 757, and 800, Wis. Stats.
14. CONTEMPT PROCEDURES.
 - a) The Municipal Judge may impose a forfeiture for contempt under Section 800.12(1), Wis. Stats., for contempt of court as defined in Section 785.01(1), Wis. Stats., in accordance with the procedures under Section 785.03, Wis. Stats.
 - b) The Municipal Judge may impose a forfeiture for contempt under Section 800.12(2), Wis. Stats., in an amount not to exceed \$200.00 (or as otherwise authorized by statute), or upon nonpayment of the forfeiture and the penalty assessment under Section 800.12(3), Wis. Stats., a jail sentence not to exceed seven (7) days.
15. BUDGET PROCESS.
 - a) *Time and Approval*. The Operations Committee, Judge, and Clerk shall formulate a budget annually to be approved by the Administrative Committee no later than November 15th of each year for the next succeeding year. The members of the committee shall present said budget to their respective governing bodies for approval. The budget shall be approved annually by the governing bodies no later than December 31st. Approval by a majority of all the Member Municipalities shall constitute approval of the budget.

- b) Court Costs. The local share of the court costs required to be collected pursuant to Section 814.65(1), Wis. Stats., shall be retained by the Municipal Court to be applied to the operating expenses of the court. Any excess of costs collected shall be held in reserve or otherwise disbursed as approved by the Administrative Committee in compliance with all applicable statutes.
 - c) Court Operating Expenses. The net operating expenses, if any, after application of the local share of the court costs, shall be charged to Member Municipalities based upon each municipality's percentage of total annual field cases. Contributions shall be based upon the approved budget, with appropriate credits and debits being made on the next succeeding billing after the annual audit. Payment shall be made within 30 days of billing. Citations entered by the Municipal Court for any municipality when not received by the court in electronic format, will be assessed a per citation fee set by the court software. Any community using the Municipal Court will be assessed a fee set by the Administrative Committee if no citation has been submitted to the court in a calendar year. The current cost per citation entry is \$10.00 and \$500.00 per year if no citations submitted.
 - d) Capital Expenditures. Capital expenditures shall be made as a separate line item of the annual budget. All purchases other than operating expenses over \$500.00 shall be noted as Capital Expenditures.
16. CONTRACT ADMINISTRATION AND AMENDMENTS. The affirmative vote of a majority of all Member governing bodies shall be required to adopt any resolution pertaining to the operation of the Municipal Court or amendments to this Agreement.
17. CONTRACT MUNICIPALITIES. The Municipal Court may add additional communities in the future upon request of a community and approval of the Administrative Committee. Any added community will come into the Municipal Court as a Contract Municipality. If the Contract Municipality is satisfied with the operation of the Municipal Court, and the Administrative Committee is satisfied with the nature and level of services being provided to the Contract Municipality, the Contract Municipality may apply for Member Municipality status with such application to be approved by vote of the Administrative Committee. Any Contract Municipality will have municipal court services provided pursuant to a contract between the Contract Municipality and the Administrative Committee. Contract Municipalities do not have a vote on the Administrative Committee. Any costs incurred by the Municipal Court in adding the contract community will be charged to the community.
18. TERMINATION. Any Member Municipality may withdraw from this Agreement by giving notice in writing to the Judge and Chair of the Administrative Committee no later than August 31st of any year. Upon giving such notice, the Member Municipality's participation in the Municipal Court shall terminate at the end of said year. The Municipal Court hereby established shall not be abolished while the Section 755.01(4), Wis. Stats., Agreement is in effect.
19. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Agreement under seal to be Effective as of the first written date.

Dated this 12th day of March, 2026

Village of Summit

By: _____
President Jack Riley

ATTEST: _____
Administrator/Clerk-Treasurer Debra Michael

ADOPTED: _____

POSTED: _____

PUBLISHED: _____

ORDINANCE NO. 124-2024

AN ORDINANCE TO CREATE AND ESTABLISH A MUNICIPAL COURT FOR THE CITY OF OCONOMOWOC, VILLAGE OF OCONOMOWOC LAKE, VILLAGE OF DOUSMAN, TOWN OF DELAFIELD, VILLAGE OF NASHOTAH, VILLAGE OF LISBON, TOWN OF MERTON, VILLAGE OF SUSSEX, VILLAGE OF HARTLAND, VILLAGE OF LAC LABELLE, TOWN OF OCONOMOWOC, VILLAGE OF SUMMIT, VILLAGE OF CHENEQUA, TOWN OF ERIN, VILLAGE OF MERTON, VILLAGE OF SULLIVAN, VILLAGE OF JOHNSON CREEK, TOWN OF IXONIA (Contract Member), TOWN OF OTTAWA (Contract Member), AND TOWN OF SULLIVAN (Contract Member) AND CITY OF DELAFIELD (Contract Member) PURSUANT TO SECTIONS § 755.01 (4) AND § 66.0301 WISCONSIN STATUTES

The City/Town/City Council/Board of the Village of Summit, Waukesha County, Wisconsin does hereby ordain as follows:

SECTION 1.

Ordinance No.101-2021 dated on or about December 16, 2021 entitled "An Ordinance to Create And Establish A Municipal Court For The City Of Oconomowoc, Village Of Oconomowoc Lake, Village Of Dousman, Town Of Delafield, Village Of Nashotah, Village Of Lisbon, Town Of Merton, Village Of Sussex, Village Of Hartland, Village Of Lac Labelle, Town Of Oconomowoc, Village Of Summit, Village Of Chenequa, Town Of Erin, Village Of Merton, Village Of Sullivan, Village Of Johnson Creek (Contract Member), Town Of Ixonia (Contract Member), Town Of Ottawa (Contract Member), and Town of Sullivan is hereby repealed and the Municipal Court ordinance is hereby re-created as follows:

MUNICIPAL COURT

(1) MUNICIPAL COURT CREATED

There is hereby created and established a Municipal Court under the provisions of Chapter 755 of the Wisconsin Statutes for the City of Oconomowoc, Village of Oconomowoc Lake, Village of Dousman, Town of Delafield, Village of Nashotah, Village of Lisbon, Town of Merton, Village of Sussex, Village of Hartland, Village of Lac LaBelle, Town of Oconomowoc, Village of Summit, Village of Chenequa, Town of Erin, Village of Merton, Village of Sullivan, Village of Johnson Creek, Town of Ixonia (Contract Member), Town of Ottawa (Contract Member), Town of Sullivan (Contract Member), and City of Delafield (Contract Member) or so many of

those municipalities which enact an ordinance identical to this ordinance pursuant to § 755.01 (4).

(2) MUNICIPAL JUDGE

Such court shall be under the jurisdiction of and presided over by a Municipal Judge, who shall be an attorney licensed to practice law in Wisconsin, and who shall reside in one of the following Municipalities: City of Oconomowoc, Village of Oconomowoc Lake, Village of Dousman, Town of Delafield, Village of Nashotah, City of Delafield, Village of Lisbon, Town of Merton, Village of Sussex, Village of Hartland, Village of Lac LaBelle, Town of Oconomowoc, Village of Summit, Village of Chenequa, Town of Erin, Village of Merton, Village of Sullivan, Village of Johnson Creek, Town of Ixonia, Town of Ottawa, or Town of Sullivan, or those municipalities which enact an ordinance identical to this ordinance and enter into an agreement pursuant to § 566.0301 Wis. Stats. for the joint exercise of the power granted under § 755.01 Wis. Stats. Such Municipal Judge shall be elected at large in the spring election for a term of four (4) years commencing May 1. All candidates for the position of Municipal Judge shall be nominated by nomination papers as provided in § 8.10 Wis. Stats., and selection at a primary election if such is held as provided in § 8.11 Wis. Stats. The Town Board of the Town of Delafield shall provide for a primary election whenever three (3) or more candidates file nomination papers for such position of Municipal Judge as provided in §8.11(1)(a) Wis. Stats., and such primary election shall be held on the third Tuesday of February as provided in §5.02(22) Wis. Stats.

(3) ELECTIONS

The Municipal Clerk of each municipality shall see to the compliance with § 5.58(1)©, § 5.60(1)(b), § 5.60(2), § 7.10(1)(a), § 7.60(4)(a) and § 8.10(6)(bm) to provide for the election of a Municipal Judge under § 755.01 (4).

(4) OATH AND BOND

The Judge shall, after his election or appointment to fill a vacancy, take and file the official oath as prescribed in § 757.02(1) Wis. Stats. The Municipal Judge shall not act until his/her oath have been filed as required by Section § 19.01(4)© and Section 755.03(2), Wis. Stats.

(5) SALARY

The salary of the Municipal Judge shall be fixed by the governing bodies of the municipalities that created and established this Municipal Court, which shall be in lieu of fees and costs. No salary shall be paid for any time during his/her term during which

such Judge has not executed his official oath, as required by § 755.03, Wis. Stats., and filed pursuant to § 19.01 Wis. Stats. The municipalities may by separate ordinances, resolutions, or through the budget process, allocate funds for the administration of the Municipal Court pursuant to Wis. Stats. § 66.0301.

(6) JURISDICTION

The municipal Judge of the Municipal Court shall have such jurisdiction as provided by § 755.045 and § 755.05 Wis. Stats., and as otherwise provided by State Law. The Municipal Judge is authorized to issue inspection warrants under § 66.01 19 Wis. Stats.

(7) LOCATION AND HOURS

The Municipal Court shall be held in the Municipal Building of the City of Oconomowoc Police Department at 630 E. Wisconsin Avenue, Oconomowoc, Wisconsin. The Municipal Court shall be open at such times as determined by the Municipal Judge, but no less than every Friday commencing at 8:00 am.

(8) FINES AND FORFEITURES

The Municipal Judge may impose punishment and sentences as provided by ss 800.09, Wis. Stats., and as provided in the ordinances of the following municipalities: City of Delafield, City of Oconomowoc, Village of Oconomowoc Lake, Village of Dousman, Town of Delafield, Village of Nashotah, Village of Lisbon. Town of Merton, Village of Sussex, Village of Hartland, Village of Lac LaBelle, Town of Oconomowoc, Village of Summit, Village of Chenequa, Town of Erin, Village of Merton, Village of Sullivan, Village of Johnson Creek, Town of Ixonia, Town of Ottawa or Town of Sullivan. All forfeitures, fees, penalty assessments and costs shall be paid to the Treasurer of the Municipality within which the case arose within 7 days after receipt of the money by the Municipal Judge or other court personnel. At the time of the payment, the Municipal Judge shall report to the Treasurer the title of the action, the offense for which a forfeiture was imposed and the total amount of the forfeiture, fees, penalty assessment and costs, if any.

(9) STIPULATIONS AND DEPOSITS IN MUNICIPAL COURT

The Municipal Court herein established shall be operated pursuant to and in compliance with the provisions of Chapter 800 Wis. Stats., and, where applicable, other provisions of the Wis. Stats. as referred to in subsection (10) below. The Municipal Judge shall establish in accordance with § 800.037 Wis. Stats., a schedule of deposits for violations of City, Village and Town ordinances, resolutions and bylaws, except traffic regulations which are and shall be governed by § 345.26 Wis. Stats., and boating violations which are, and shall be governed by § 23.66 and § 23.67

Wis. Stats. Such deposit schedule shall be approved by the respective governing bodies of the municipalities creating and establishing this Court and shall be posted in the office of the Municipal Court Clerk and the police departments of the respective communities.

(10) PROCEDURE IN MUNICIPAL COURT

The procedure in Municipal Court shall be as provided by this Ordinance and State Law including, but not excluding because of enumeration Chapters 66, 345, 751, 755, 757 and 800 of Wis. Stats.

(11) CONTEMPT PROCEDURES

(a) The Municipal Judge may impose a sanction authorized under § 800.12(2) for contempt of court, as defined in § 785.01(1) Wis. Stats., in accordance with the procedures under § 785.03 Wis. Stats.

(b) The Municipal Judge may impose a forfeiture for contempt under § 800.12(1) Wis. Stats., in an amount not to exceed \$50.00 or, upon nonpayment of the forfeiture and the penalty assessment under § 757.05 Wis. Stats., a jail sentence not to exceed 7 days.

(12) The Municipal Court hereby established shall not be abolished while the §755.01(4) agreement is in effect.

SECTION 2. SEVERABILITY

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

SECTION 3. EFFECTIVE DATE

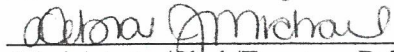
This ordinance shall take effect and be in force from and after its passage and publication as provided by law.

Dated this 8th day of February, 2024.

Village of Summit

By: 
President Jack Riley

ATTEST:


Administrator/Clerk/Treasurer Debra Michael
Village of Summit

ADOPTED: 2/8/2024
POSTED: 2/9/2024
PUBLISHED: _____



SUCCESSOR AGREEMENT FOR THE OPERATION OF THE
LAKE COUNTRY MUNICIPAL COURT
a/Ida MUNICIPAL COURT
FOR WESTERN WAUKESHA COUNTY
(Pursuant to Section 66.0301, Wis. Stats.)

AGREEMENT effective January 10, 2024, and on the date set opposite the signature of the Mayor, Village President, or Town Board Chairperson, by and between the City of Oconomowoc, Town of Oconomowoc, Village of Summit, Town of Merton, Village of Lisbon, Town of Delafield, Town of Erin, Village of Hartland, Village of Oconomowoc Lake, Village of Chenequa, Village of Lac La Belle, Village of Sussex, Village of Merton, Village of Dousman, Village of Nashotah, Village of Sullivan, Village of Johnson Creek, Town of Ottawa (Contract Member), Town of Ixonia (Contract Member), Town of Sullivan (Contract Member), and City of Delafield (Contract Member) all being municipal corporations organized and existing under the laws of the State of Wisconsin.

RECITALS:

WHEREAS, Section 755.01(1), Wis. Stats., provides that any municipality may establish a municipal court to be maintained at the expense of the municipality; and

WHEREAS, Section 755.01(4), Wis. Stats., provides that two or more cities, towns or villages may enter into an agreement under Section 66.0301, Wis. Stats., for the joint exercise of the power granted under Section 755.01O), after enactment of identical ordinance by each affected City, Town or Village; and

WHEREAS, the municipalities that are parties to this agreement have enacted identical ordinances thereby creating and establishing a municipal court to serve said municipalities; and

WHEREAS, the municipalities have expressed willingness to enter into a contract for the joint operation of said municipal court and for the equitable sharing of the costs thereof, pursuant to Section 755.01 (4) and 66.0301, Wis. Stats.

NOW, THEREFORE, in consideration of the benefits to be derived by each municipality from the joint operation of the municipal court, the member municipalities agree as follows:

1. GENERAL. The municipal court shall be organized and shall operate pursuant to Chapter 755 Wis. Stats., the ordinances adopted by the member municipalities, and the terms of this agreement. In the event of conflict, the provisions of the Wisconsin statutes governing this court shall prevail. Pursuant to Section 755.01 (4), Wis. Stats., each member of the multimember Municipal Court shall adopt identical ordinances, and after adoption execute this Intermunicipal Agreement.

2. ORGANIZATION. Except for matters required by statute to be determined by the respective governing bodies of member municipalities, the general operation of the court shall be by the judge and the Court Administrative Committee. In addition, the Administrative Committee has currently authorized three sub-committees, namely: (1) Operations Committee; (2) Personnel Committee; and (3) Long Range Planning Committee. Each sub-committee shall have no less than three (3) members appointed by the chairperson of the Administrative Committee. Each sub-committee will in turn appoint a chair and keep brief minutes/notes of any meetings. Meetings will be publicly posted. The Operations Committee will meet not less than monthly, review and approve monthly financial statements and payment of bills, deal with general court operations, and formulate and recommend the annual court budget. The Personnel Committee will meet as needed and deal with personnel issues only. Both the Operations Committee and Personnel Committee may be involved, either individually or jointly, in the update of any employee handbook. The Long-Range Planning Committee will meet as needed to discuss and make recommendations as to the court's future facility needs.

3. COURT ADMINISTRATIVE COMMITTEE.

(a) Composition. The Court Administrative Committee shall be comprised of one representative of each member municipality who shall be appointed by the Mayor, President or Chairperson of the member municipality, subject to confirmation by the respective governing body. In order to assure participation and continuity of representation, each member municipality may appoint an alternate who shall act on committee matters in the absence of the representative. Contract municipalities shall not be a member of the Administrative Committee. The Administrative Committee shall appoint a chair and a vice chair for a term not to exceed 2 years. These appointments shall occur at the annual fall meeting or whenever a vacancy occurs. The appointments takes effect on January 1 of the following year.

(b) Powers and Duties. The Administrative Committee shall have general control over the operation of the court, except where such control is specifically granted to the Judge or the governing bodies by statute, in which case the Administrative Committee shall be a recommending agency. The Administrative Committee may delegate certain authority or powers to the Operations or other committees. The Administrative Committee shall recommend to the governing bodies the annual court budget and the bail bond schedule for the court. The Operations Committee shall cause appropriate bank accounts to be established for the deposit of all fees, forfeitures, assessments and costs paid into the court and shall adopt appropriate accounting procedures to ensure the proper handling of said funds. The Administrative Committee shall, with input from the judge, recommend that the court's participating municipalities approve the annual budget as prepared and recommended by the Operations Committee for the operation of the court.

(c) Voting and Procedure. The Court Administrative Committee shall be governed by Robert's Rules of Order and a majority vote of all the representatives of the Court Administrative Committee shall be required to adopt any motion or resolution. A simple majority of members or alternate members shall constitute a quorum.

Many of the municipalities that comprise this Municipal Court for police protection purposes contract with a County Sheriff's Department. If a municipality that contracts with a Sheriff's Department for police service appoints the Contract Deputy Sheriff as the municipality's member of the Administrative Committee, the Contract Deputy Sheriff shall be entitled to vote on any matter as the representative for each of the municipalities that the Contract Deputy Sheriff represents. Each municipality represented by a Contract Deputy Sheriff shall count toward meeting the quorum requirement.

4. MUNICIPAL JUDGE. This court shall be presided over by a Municipal Judge, who shall be an attorney licensed to practice law in Wisconsin, and who shall reside in one of the court's Member or Contract Municipalities. The Municipal Judge shall be elected at large in the spring election for a term commencing on May 1. All candidates for the position of Municipal Judge shall be nominated by nomination papers as provided in Section 8.10, Wis. Stats., and selection at a primary election if such is held as provided in Section 8.11, Wis. Stats. Each Member Municipality shall provide for a primary election whenever three (3) or more candidates file nomination papers for the position of Municipal Judge as provided in Section 8.11(1)(a), Wis. Stats., and such primary election shall be held on the third Tuesday of February as provided in Section 5.02(22), Wis. Stats.

5. ELECTIONS. The Municipal Clerk of each municipality shall see to the compliance with Statutes 5.580(c), 5.60(1)(b), 5.60(2), 7.10(1)(a), 7.60(4)(a) and 8.10(6)(a) to provide for the election of a Municipal Judge under Section 755.01(4).

6. OATH AND BOND. The judge shall, after his/her election or appointment to fill a vacancy, take and file the official oath as prescribed in Section 757.02(1), Wis. Stats. The Municipal Judge shall not act until his/her oath have been filed as required by Section 19.01(4)(c) and Section 755.03(2), Wis. Stats.

7. JURISDICTION. The Municipal Judge of the Municipal Court shall have such jurisdiction as provided by Section 755.045 and 755.05, Wis. Stats., and as otherwise provided by state law. The Municipal Judge is authorized to issue inspection warrants under Section 66.122 and 66.123, Wis. Stats.

8. JUDGE'S SALARY. The salary of the Judge shall be set by the annual budget of the Court, approved and recommended by the Administrative Committee, and approved by the City Common Council and Village and Town Boards as part of the budget process.

9. LOCATION AND HOURS. The Municipal Court shall be held in the Community Room of the City of Oconomowoc Public Safety Building or at such other locations as the Administrative Committee may direct. The Municipal Court shall be open at such times as determined by the Municipal Judge, but no less than every Friday commencing at 8:00 am.

0. CLERK. The Clerk is appointed by the Judge pursuant to Section 755.10, Wis. Stats. Salary and fringe benefits of the Clerk and any Deputy Clerks or other part-time employees are set forth in the Court's annual budget and must be approved and recommended by the Administrative Committee, and approved by the City Common Council, Village and Town Boards.

11. FORFEITURES FEES PENALTY ASSESSMENTS AND COSTS. All forfeitures, fees, penalty assessments and other costs paid to the Municipal Court shall be accounted for and disbursed by the Municipal Court with the approval of the Operations Subcommittee on a not less than monthly basis. The Municipal Judge may impose punishment and sentences as provided by Section 800.09, Wis. Stats., and as provided in the ordinances of the Member Municipalities.

12. STIPULATIONS AND DEPOSITS IN MUNICIPAL COURT. The Municipal Court herein established shall be operated pursuant to and in compliance with the provisions of Chapter 800, Wis. Stats, and, where applicable, other provisions of the Wisconsin Statutes. The Municipal Judge shall establish in accordance with Section 800.03(3), Wis. Stats, a schedule of deposits for violations of city, village and town ordinances, resolutions and by-laws, except traffic regulations which are and shall be governed by Chapter 345.27, Wis. Stats., and boating regulations which are and shall be governed by Chapter 23.67, Wis. Stats. Such deposit schedule shall be approved by the respective governing bodies of the municipalities creating and establishing this court and shall be posted in the office of the Municipal Court Clerk and the police departments of the respective communities.

13. PROCEDURE IN MUNICIPAL COURT. The procedure in Municipal court shall be as provided by this ordinance and state law, including, but not excluding because of enumeration, Chapters 66, 345, 751, 757 and 800, Wis. Stats.

14. CONTEMPT PROCEDURES.

(a) The Municipal Judge may impose a sanction authorized under Section 800.12(2) for contempt of court as defined in Section 785.01 (1), Wis. Stats., in accordance with the procedures under Section 785.03, Wis. Stats.

(b) The Municipal Judge may impose a forfeiture for contempt under Section 800.12(2) Wis. Stats. in an amount not to exceed \$200.00 (or as otherwise authorized by statute), or, upon nonpayment of the forfeiture and the penalty assessment under Section 165.87 Wis. Stats., a jail sentence not to exceed 7 days.

15. BUDGET PROCESS.

(a) Time and Approval. The Operations Committee, Judge, and Clerk shall formulate a budget annually to be approved by the Administrative Committee no later than November 15th of each year for the next succeeding year. The members of the committee shall present said budget to their respective governing bodies for approval. The budget shall be approved annually by the governing bodies no later than December 31. Approval by a majority of all the Member Municipalities shall constitute approval of the budget.

(b) Court Costs. The local share of the court costs required to be collected pursuant to Section 814.65(1), Wis. Stats., shall be retained by the court to be applied to the operating expenses of the court. Any excess of costs collected shall be held in reserve

or otherwise disbursed as approved by the Administrative Committee in compliance with all applicable statutes.

(c) Court Operating Expenses. The net operating expenses, if any, after application of the local share of the court costs, shall be charged to Member Municipalities based upon each municipality's percentage of total annual filed cases. Contributions shall be based upon the approved budget, with appropriate credits and debits being made on the next succeeding billing after annual audit. Payment shall be made within 30 days of billing. Citations entered by the court for any municipality when not received by the court in electronic format, will be assessed a per citation fee for entering such citations into the court software. Any community using the court will be assessed a fee set by the Administrative Committee if no citation has been submitted to the court in a calendar year. The current cost per citation entry is \$5.00 and \$500.00 per year if no citations submitted.

(d) Capital Expenditures. Capital expenditures shall be made a separate line item of the annual budget. All purchases other than operating expenses over \$500.00 shall be noted as Capital Expenditures.

16. CONTRACT ADMINISTRATION AND AMENDMENTS. The affirmative vote of a majority of all member governing bodies shall be required to adopt any resolution pertaining to the operation of the court, or amending this agreement.

17. CONTRACT MUNICIPALITIES. The court may add additional communities in the future upon request of a community and approval of the Administrative Committee. Any added community will come into the court as a Contract Municipality. If the Contract Municipality is satisfied with the operation of the court, and the Administrative Committee is satisfied with the nature and level of services being provided to the Contract Municipality, the Contract Municipality may apply for Member Municipality status with such application to be approved by vote of the Administrative Committee. Any Contract Municipality will have municipal court services provided pursuant to a contract entered into between the Contract Municipality and the Administrative Committee. Contract Municipalities do not have a vote on the Administrative Committee. Any costs incurred by the court in adding the contract community will be charged to that community.

18. TERMINATION. Any Member Municipality may withdraw from this Agreement by giving notice in writing to the Judge and Chair of the Administrative Committee no later than August 31st of any year. Upon giving such notice, the Member Municipality's participation in the Municipal Court shall terminate at the end of said year. The Municipal Court hereby established shall not be abolished while the Section 755.01 (4) Agreement is in effect.

19. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

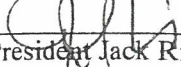
IN WITNESS WHEREOF the parties have executed this Agreement under seal to be effective as of the date first written.

This ordinance shall take effect and be in force from and after its passage and publication as provided by law.


Dated this 8th day of February, 2024.



Village of Summit

By: 
President Jack Riley

ATTEST:


Administrator/Clerk/Treasurer Debra Michael
Village of Summit

ADOPTED: 2/8/2024
POSTED: 2/9/2024
PUBLISHED: _____



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Highway Dept., 262-567-2422
Police Dept., 262-567-1134
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Summit Village Hall • 37100 Delafield Road • Summit, WI 53066

MEMORANDUM

To: Village Board

From: Chief Michael Hartert

Date: January 22, 2026

Re: Ordinance to Allow for Impounding of Reckless Vehicles

BACKGROUND: Recently, 2025 Wisconsin Act 46 was passed. This act allows for political subdivisions, by ordinance, to impound a vehicle used in the commission of Reckless Driving under certain conditions.

ATTACHMENTS: Proposed Ordinance.

FISCAL IMPACT: None.

RECOMMENDED: Motion to approve Ordinance 146-2025, which renumbers section 26-4 of the code of the Village of Summit relating to unsafe driving, and creates section 26-4 (2) which allows the police department to impound vehicles used in the commission of reckless driving.

ORDINANCE NO. 146-2026

**AN ORDINANCE TO RENUMBER SECTION 26-4 OF THE
CODE OF THE VILLAGE OF SUMMIT RELATING TO UNSAFE DRIVING, AND
CREATE SECTION 26-4 (2) TO ALLOW THE POLICE DEPARTMENT TO IMPOUND
VEHICLES USED IN THE COMMISSION OF RECKLESS DRIVING**

WHEREAS, the Village of Summit is concerned about safe roadways and seeks means in which to mitigate reckless driving; and

WHEREAS, staff identified 2025 Wisconsin Act 46, an Act *to amend* 349.115 (1) and 349.115 (3); *to create* 349.115 (1m) of the statutes; relating to: impoundment of vehicles used in certain reckless driving offenses; and

WHEREAS, the purpose of the change is to allow a political subdivision, by ordinance, to authorize a law enforcement officer, at the discretion of the officer, to impound any vehicle used in the commission of a violation of s. 346.62 or a local ordinance in strict conformity with s. 346.62 at the time of issuing a citation or making an arrest for the offense; and

WHEREAS, the Village of Summit already has Municipal Code § 26-1, which adopts by reference Wis. Stat. 346.62, as well as all other provisions of the state traffic code, Wisconsin Stats. Chapters 340-348, and other miscellaneous state provisions as noted therein; and

WHEREAS, the ordinance allowed by Wisconsin Act 46 may provide for impoundment of the vehicle until the reasonable costs of impounding the vehicle, including towing or other transportation costs and storage costs, and any outstanding fine or forfeiture owed by the owner of the vehicle are fully paid; and

WHEREAS, 2025 Wisconsin Act 46 was signed and enacted by Wisconsin Governor Tony Evers on October 31, 2025;

NOW THEREFORE, THE VILLAGE BOARD OF THE VILLAGE OF SUMMIT,
WAUKESHA COUNTY, WISCONSIN **DO ORDAIN AS FOLLOWS:**

SECTION 1: Section 26-4 of the Code of the Village of Summit relating to Unsafe Driving is hereby renumbered and created to read as follows:

SECTION: 26-4 UNSAFE DRIVING

- (1) No person shall operate any motor vehicle within the village limits in such a manner which would result in the squealing of tires, the spinning or smoking of tires which may or may not cause the vehicle to accelerate rapidly forward or rearward, or the undue racing of engines as an exhibition of the vehicle's power. Further, no person shall operate any vehicle or any device in, upon, or by which any person or property is or may be transported or drawn upon in an unsafe manner.
- (2) RECKLESS DRIVING. Under the authority of s. 349.115, Wis. Stats., law enforcement officers may, at their discretion, impound any vehicle used in the commission of reckless driving, as defined under s. 346.62, Wis. Stats. or a local ordinance in strict conformity with s. 346.62 Wis. Stats., at the time of issuing a citation or making an arrest for the offense.
 - (a) IDENTIFYING STOLEN VEHICLES. Upon impounding a vehicle under sub. (b), a law enforcement officer shall make a reasonable effort to determine if the vehicle has been reported as stolen. If the officer determines that the vehicle has been reported as stolen, the officer shall make a reasonable attempt to contact the owner.
 - (b) RECOVERY OF IMPOUNDED VEHICLE. The village shall return an impounded vehicle to the owner provided each of the following:
 1. The owner has completed payment of any outstanding fine or forfeiture owed by the owner.
 2. The owner has paid any additional costs associated with impounding the vehicle, including towing, transportation and storage fees.
 - (c) RECOVERY OF IMPOUNDED STOLEN VEHICLE. Notwithstanding sub. (d), the police department shall return to its owner a vehicle reported as stolen and impounded under sub. (b) without the payment of a fee or charge.
 - (d) DISPOSAL OF IMPOUNDED VEHICLE. The Village may dispose of any vehicle impounded under sub (b) in accordance with s. 342.40, Wis Stats., provided the impounded vehicle remains unclaimed for more than 90 days after the disposition of the reckless driving citation for which the vehicle was impounded.

SECTION 2: SEVERABILITY. The section of this Ordinance is declared to be severable. If any section or provision thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such declaration shall apply only to the specific section(s) or portion(s) thereof directly specified in said declaration, and shall not affect the validity of any other provisions, sections, or portions of the Ordinance, which shall remain in full force and effect. Any other Ordinances whose terms are in conflict with the provisions of this Ordinance are hereby repealed as to those terms that conflict.

SECTION 3: EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and posting/publication as provided by law.

This Ordinance passed this ____ day of _____, 2026.

VILLAGE OF SUMMIT

By: _____
Jack Riley, Village President

Attest: _____
Debra J. Michael, Village Administrator/Clerk/Treasurer

Published/Posted the ____ day of _____ 2026.

This is to certify that this is a true and accurate copy of the Ordinance #146-2026.

Debra J. Michael
Village Administrator/Clerk/Treasurer

Sec. 26-4. - Unsafe driving.

No person shall operate any motor vehicle within the village limits in such a manner which would result in the squealing of tires, the spinning or smoking of tires which may or may not cause the vehicle to accelerate rapidly forward or rearward, or the undue racing of engines as an exhibition of the vehicle's power. Further, no person shall operate any vehicle or any device in, upon, or by which any person or property is or may be transported or drawn upon in an unsafe manner.

(Code 2006, § 224-4; Ord. of 8-5-1993)



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MEMORANDUM

To: Village Board

From: Chief Michael Hartert

Date: February 25, 2026

Re: Village of Summit Representative to the Lake Country Municipal Court

BACKGROUND: For several years, I have been on the Lake Country Municipal Court's Operations Committee. This Committee meets monthly to review the court's operations, approve financials and set the budget. I've also been the Village of Summit's representative on the Administrative Committee, which approves the budget and other matters that require approval from all member agencies. With my upcoming retirement, I would recommend that Brian Wraalstad be appointed to these committees effective May 1, 2026. This change has the preliminary approval of the Chairman of the Administrative Committee, Donald Weimer.

ATTACHMENTS: None.

FISCAL IMPACT: None.

RECOMMENDED: Motion to appoint Brian Wraalstad to both the Lake Country Municipal Court's Operations and Administrative Committees.



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MEMORANDUM

To: Village Board

From: Chief Michael Hartert

Date: March 3, 2026

Re: Secondary Employment

BACKGROUND: Per my working agreement with the Village, I'm prohibited from engaging in any secondary employment without the permission of the Village Board. I'm currently seeking employment in the private security field which requires some licensure and may slightly overlap with some of my Village employment. I respectfully request that I be allowed to work minimal hours at this 'secondary employment' as long as it doesn't conflict with my primary duties with the Village of Summit.

ATTACHMENTS: None.

FISCAL IMPACT: None.

RECOMMENDED: Motion to allow Chief Hartert to engage in secondary employment as long as it doesn't conflict with his primary duties with the Village of Summit.

ARTICLE 5: Professional Development

Section 5.1 Professional Development: The Village agrees to pay expenses for professional development activities as authorized by the Village Administrator and within annual budget allocations. The Village agrees to pay the remaining \$500.00 tuition for the Command College program completion in 2014.

Section 5.2 Dues and Memberships: The Village agrees to pay the expenses for Mr. Hartert's annual professional dues and memberships as allowed within the annual budget allocation.



ARTICLE 6. Outside Employment



Section 6.1: It is expressly understood that Mr. Hartert may not pursue outside employment activities unless it has been approved by the Village Board. This section is separate from the November and December, 2013 activities for the Village of Big Bend.

ARTICLE 7. Termination of Employment

Section 7.1: Termination by Resignation. The Agreement may be terminated during the term of the Agreement by Mr. Hartert. He agrees to provide a minimum of thirty (30) days notice as part of his resignation from office. If he fails to provide thirty (30) days notice then he agrees that he immediately forfeits any accrued but unused paid time off.

Section 7.2: Termination for Cause. The Village Police Commission has the right to terminate Mr. Hartert per Section 62.13 of the Wisconsin State Statutes or other applicable laws during the term of this Agreement.

ARTICLE 8. Miscellaneous Provisions

Section 8.1: Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given when in writing and when personally delivered or sent by registered or certified mail to the residence of Mr. Hartert or to the Village Clerk's office at Summit Village Hall, as the case may be.

Section 8.2: Entire Agreement. There are no other obligations, covenants or understandings between the parties other than as expressly set forth herein.

Section 8.3: Effective Date. This Agreement shall become effective on November 18, 2013.

Section 8.4: Hours of Work. Mr. Hartert is a salaried full-time employee and as such has the discretion to manage his schedule and hours of work in accordance with the requirements of his position. Mr. Hartert's position requires that he work at least 2,080 hours per year, less any paid time off or leave as allowed under Village Ordinance, Wisconsin or Federal law. The Police Chief is required to attend Village Board and Police Commission meetings (unless excused by the Village President or Village Administrator) and may use flex time as outlined in the Village's Employee Handbook.

Debbie Michael

From: Peter Engel <
Sent: Monday, February 2, 2026 7:33 AM
To: Debbie Michael
Cc: Jim Recknagel; Sandy Casterline; Brad Demien; Glenn Gessert; John Jan Guetzke; Errol Schluter; Anne Ehle; Carola Aka Lola Loepfe
Subject: Request for Enactment of an Ordinance Restricting Certain Artificial Wake Enhancements on Lower Nashotah Lake, Village of Summit, Waukesha County
Attachments: LNLA Request to Village of Summit.docx; Wake Surfing Ordinance 1.13.2026.docx

Debra Michael, Village of Summit Administrator:

On behalf of the Lower Nashotah Lake Association (LNLA), and its Board of Directors, I am respectfully submitting a request for the Village of Summit Board of Trustees to enact the attached ordinance restricting certain artificial wake enhancements on Lower Nashotah Lake. This letter and the attachments are intended for inclusion in the official Village record. In addition, it is our expectation that the proposed ordinance is an agenda item at the February 26, 2026 Village Trustee meeting.

The attached letter addressed to you is comprehensive and self-explanatory. For your review and that of the Villages Trustees the following is included:

- An overview and brief background of the previous request by the LNLA in July of 2024 relating to restricting certain artificial wake enhancements on Lower Nashotah Lake.
- Examples of the ever increasing independent scientific research and studies demonstrating the extensive environmental and safety impacts of artificially enhanced wakes.
- As of the date of this correspondence, over 75 municipalities in Wisconsin have enacted ordinances regulating wake surfing and enhanced wakes. A 50% increase since 2024.
- A summary of the “public trust” responsibilities of the village to “protect the public health, safety and welfare from the potential adverse effects which may arise.”
- An admission by the Village of Summit that it “recognizes and concludes that the proper and safe use of lakes, ponds, and rivers in the Village of Summit is desirable to maintain the physical, ecological, cultural and aesthetic characteristics of such lakes, ponds, and rivers, their shorelines and the rights of riparian owners and users of the (Village) as a whole”.
- The Wis. Stat.’s outlining legal authority and governmental immunity, and protections afforded to the municipality and officers, as well as local enforcement authority.

The above were issues and/or comments that the Village Trustees had at the July 2024 meeting. In the attached document, they are addressed and, the LNLA believes, answered without ambiguity.

Lower Nashotah Lake is a village treasure, supporting diverse recreational uses including fishing, boating, kayaking, paddle boarding, and swimming. It’s a small lake, only 94 acres in size, shallow in depth, and has limited distance between opposing shorelines. It’s the duty of the Village to restrict certain wake enhancements on Lower Nashotah Lake, keeping it healthy now and for future generations.

Respectively submitted, and please confirm receipt of this correspondence.

Peter Engel
3038 N. Interlaken Drive
Summit, WI 53066

Cc: Lower Nashotah Lake Association Executive Board of Directors

To:

Debra Michael
Administrator—Clerk/Treasurer
Village of Summit

From:

Lower Nashotah Lake Association (LNLA),

C/O Peter Engel, [REDACTED], 3038 N. Interlaken Dr, Summit,
53066

Date:

February 2, 2026

Re:

Request for Enactment of an Ordinance Restricting Certain Artificial Wake Enhancements on Lower Nashotah Lake

Purpose of Submission

The Lower Nashotah Lake Association (LNLA) hereby formally submits this request for the Village of Summit Board of Trustees to enact the attached ordinance restricting certain artificial wake enhancements on Lower Nashotah Lake. This submission is intended for inclusion in the official Village record and to address issues previously raised by the Board.

Background and Procedural History

On July 11, 2024, during the Public Input portion of the Village of Summit Board meeting, the Board received oral and written comments from LNLA representatives regarding artificial wake enhancements on Lower Nashotah Lake.

Prior to that meeting, the LNLA submitted a proposed ordinance addressing artificial wake enhancements for Board consideration.

Following review of the meeting transcript pursuant to the Wisconsin Open Records Law, the LNLA notes that the Board declined a motion to refer the proposed ordinance to the Village Attorney and the Wisconsin Department of Natural Resources (DNR), without stated rationale.

Pertinent is the LNLA conducted a vote of its members and property owners regarding restrictions on artificially enhanced wakes in May 2024 by mailed packet to each owner. With an 86% participation rate, 73% voted in favor of restrictions. By comparison, the Village's spring election voter turnout was approximately 30%. This voter packet was part of LNLA documents with the May 2024 minutes.

Scientific Basis for Regulation

Scientific research documenting the environmental and safety impacts of artificially enhanced wakes is extensive and expanding.

Since 2009, at least 75 municipalities in Wisconsin have enacted ordinances regulating wake surfing and enhanced wakes.

Peer-reviewed and independent studies demonstrate impacts including:

- Shoreline erosion and damage to shoreline structures
- Lakebed disturbance and sediment resuspension
- Nutrient release and water quality degradation
- Increased safety risks to other recreational users

Notable studies include:

- *A Field Study of Recreational Powerboat Hydrodynamics and Their Impacts on the Water Column and Lakebed*, University of Minnesota, St. Anthony Falls Laboratory
- *Lake Beulah Wave Impact Study*, commissioned by the Lake Beulah Management District (Town of East Troy)

These studies conclude that wake boats operating in surf mode generate large wave energy, downward propeller wash, ballast displacement, and bow-high orientation that contribute to environmental harm and user safety risks.

Public Trust Responsibilities

The Village of Summit has an obligation to protect public health, safety, and welfare under the public trust doctrine.

The Village has previously acknowledged this responsibility in its own proposed aeration ordinance, recognizing the importance of maintaining the ecological, physical, cultural, and aesthetic characteristics of Village waters and their shorelines, as well as protecting riparian and public use rights.

Legal Authority and Governmental Immunity

The Board has expressed concern regarding potential litigation related to adoption of a wake enhancement ordinance.

Wisconsin law provides governmental immunity for discretionary acts under Wis. Stat. § 893.80, subject to limited exceptions.

The Wisconsin Legislative Council has issued guidance explaining the scope of governmental immunity and the protections afforded to municipalities and their officers.

Conversely, failure to act in the face of known safety risks may expose the Village to greater financial and reputational harm in the event of serious injury or loss of life.

Local Enforcement Authority

Wisconsin municipalities have explicit authority to enact local boating ordinances pursuant to Wis. Stat. § 30.77.

Assertions that such ordinances are unenforceable are incorrect and inconsistent with long-standing statutory authority and municipal practice throughout Wisconsin.

Application to Lower Nashotah Lake

Lower Nashotah Lake is approximately 94 acres in size, shallow in depth, and has limited distance between opposing shorelines.

The lake supports diverse recreational uses including fishing, kayaking, paddle boarding, swimming, and boating.

Artificial wake enhancements disproportionately affect smaller lakes and increase environmental damage and safety risks to all users.

Summary and Request for Action

The LNLA is not requesting the prohibition of wake boats, but rather the restriction of wake-surfing and other artificial wake-enhancing activities.

The scientific evidence, statutory authority, public trust obligations, and community support strongly support adoption of the proposed ordinance.

The LNLA respectfully requests that the Board:

- Refer the attached ordinance to the Village Attorney and DNR for review; and
- Place the ordinance on the Board agenda for formal consideration and adoption.

Closing

The Lower Nashotah Lake Association urges the Village of Summit Board of Trustees to act in the interest of public safety, environmental protection, and responsible lake stewardship. Enacting the proposed ordinance reflects sound judgment, established science, and the expressed will of the lake community.

Respectfully submitted,

Board of Directors, Lower Nashotah Lake Association (LNLA)

Jim Recknagel, President

Peter Engel, Vice President

Sandy Casterline, Secretary

Brad Demien, Treasurer

Glenn Gessert, Member

Anne Ehle, Member

Carola Loepfe, Member

Errol, Schluter, Member

John Guetzke, Member

ORDINANCE NO. 2026

Village of Summit, Waukesha County, Wisconsin

AN ORDINANCE RESTRICTING CERTAIN ARTIFICIAL WAKE ENHANCEMENT ON LOWER NASHOTAH LAKE, VILLAGE OF SUMMIT

WHEREAS, in the interest of public health, safety, and/or welfare, including the public's interest in preserving natural resources, the Village of Summit has the authority to enact ordinances covering waters within its jurisdiction if the ordinances are not contrary to or inconsistent with Chapter 30, Wis. Stats., and they relate to the equipment, use, or operation of boats or to any activity regulated by Sections 30.60 to 30.71, Wis. Stats.; and

WHEREAS, the Lower Nashotah Lake Association property owners have shoreline in the Village of Summit; and

WHEREAS, artificially enhanced wakes can cause environmental damage to lakes and lakeshore, including resuspension of sediment adding nutrients to the water and increased risk of algal blooms, turbidity, shoreline erosion, and threats to aquatic life and waterfowl; and

WHEREAS, boats with ballast systems increase the likelihood of aquatic invasive species being introduced and spread on lakes; and

WHEREAS, artificially enhanced wakes can damage shoreline, lake bottom, moored boats, and shoreline structures including docks; and

WHEREAS, operating boats in a stern down manner creates downward prop wash, disturbing the lake bottom far below the wave zone, 25 feet and more below the surface; and

WHEREAS, artificially enhanced wakes can endanger swimmers, anglers, and other watercraft; and

WHEREAS, the use of ballast and wake enhancing fins can cause unsafe operation by causing the bow to rise obscuring vision forward; and

WHEREAS, the Village submitted a draft of this ordinance to the Wisconsin DNR for advisory review at least 60 days prior to passage, pursuant to 30.77(3)(d),

Wis. Stats.; and

WHEREAS, the Village Board of Trustees, after considering public comments and any DNR suggestions, determines that adopting this Ordinance is consistent with all other ordinances of the Village and would promote the public health, safety and welfare, including the public's interest in preserving natural resources;

NOW, THEREFORE, the Board of Trustees of the Village of Summit, Wisconsin, does hereby ordain as follows:

Section 1. Applicability and Enforcement: The provisions of this ordinance shall apply to Lower Nashotah Lake which has shoreline in the Village of Summit.

This ordinance shall be enforced by all officers of the Village of Summit and all other individuals empowered to enforce ordinances in the Village of Summit.

Section 2. Certain Artificial Wake Enhancement Prohibited

(1) **Prohibited Equipment.** No person may use or employ ballast tanks, ballast bags or fins to cause a boat to operate in a bow-high manner, or which increases or enhances a boat's wake.

(2) **Prohibited Operation.** No person may operate a boat in an artificially bow-high manner having the effect of increasing the boat's wake. Such prohibited operation shall include wake enhancement by use of ballast tanks, or ballast bags or fins, or continuous operation at transition speed (the speed below planing speed in which a boat is operating in plowing mode). For the purpose of this provision, "continuous operation" shall mean operation that is not acceleration for the purpose of achieving a state of planing."

(2) **Certain Operations Excluded.** In no event shall any of the following operations be deemed a violation of this Ordinance, provided such operations do not use or employ ballast tanks, ballast bags or wake enhancing fins: i) water skiing, ii) tubing, iii) wake boarding employing a tow rope; iv) brief transition operation to empty a boat of bilge water, or v) brief transition operation of a boat accelerating into a planing condition.

Section 3. Penalty.

(1) Wisconsin state boating penalties as found in s. 30.80, Wis. Stats., and deposits established in the Uniform Deposit and Bail Schedule

established by the Wisconsin Judicial Conferences, are hereby adopted by reference, except all references to fines are amended to forfeitures and all references to imprisonment are deleted.

(2) To the extent that the penalty for any violation of this Ordinance is not provided under Wisconsin state boating penalties as found in s. 30.80, Wis. Stats., any person violating this Ordinance shall forfeit \$500 for the first offense and shall forfeit \$1000 for the second and subsequent offenses within one year. Deposits established in the WISCONSIN CIRCUIT COURT FEE, FORFEITURE, FINE AND SURCHARGE TABLES shall also apply to any violation.

Section 4. Severability. Should any portion of this Ordinance or the affected Code Section(s) be held invalid by a court of competent jurisdiction, the remainder shall not be affected.

Section 5. Effective Date. Upon enactment, this ordinance shall come into effect the day after publication and posting and shall become effective for Lower Nashotah Lake as follows: this ordinance shall take effect upon the date on which the Village of Summit has enacted ordinances covering being substantively identical as regards sections 2-4 above.

Enacted: _____, 2026

Village of Summit

By _____, Village President

CLERK'S CERTIFICATE OF ENACTMENT

I hereby certify that the foregoing Ordinance was duly enacted by the Village of Summit Board of Trustees on the date indicated above.

Dated: _____, 2026

_____, Village Clerk

Published/Posted on _____, 2026 by _____.

Debbie Michael

From: Peter Engel
Sent: Wednesday, February 4, 2026 1:54 PM
To: Debbie Michael
Cc: Sandy Casterline; Jim Recknagel
Subject: Proposed

Debbie, please include this letter in the materials for the February 12 Village of Summit Trustee meeting and enter it into the public record. Thank you.

Peter

Village of Summit Trustees:

As a resident of the Village of Summit and the owner of a home on Lower Nashotah Lake, I am asking that you seriously consider adopting the ordinance submitted by the Lower Nashotah Lake Association (LNLA) restricting certain artificially enhanced wakes on Lower Nashotah Lake.

In 2024, we made a similar request that the Villages Trustees rejected without any serious consideration. In fact, our request at the time was to forward to the Village Attorney and DNR and have them review. One trustee made a motion to do just that and the Village Trustees voted down the motion by 3-1.

In the recent submission to the Village Administrator, one attachment directly answers all the trustee questions and concerns voiced at the July, 2024 meeting. Please take time to read the document, as it will provide a comprehensive perspective of wake surfing, the damages to the environment, and safety issues.

In 2024, we presented extensive scientific evidence in support of the ordinance. Now, in 2026, that scientific evidence has grown exponentially. A trustee's bias should be in favor of those that elect them, not personal biases and/or predetermined opinions.

Of particular note, and as a reminder, 73% of the lake members and residents voting to restrict wake surfing. That's a compelling number for the trustees to consider given that your positions are to support your constituency.

One comment from the trustees related to our association was to sit down with the five wake boat owners and try to "work things out". To work what out? First, the science clearly demonstrates that make surfing damages the lake, the shoreline and lake habitat. Second, and just as important, It's not just five wake boats surfing on Lower Nashotah Lake, it's the additional damage and safety issues of potentially more wake boats due to the sale of homes on the lake. Without an ordinance, there are no restrictions.

Much has happened over the last two years relating to wake surfing and municipalities becoming more aware of the permanent harm to Wisconsin's wonderful lake and river natural resources. Over 76 communities - 37 alone in 2025 - have adopted ordinances restricting certain artificial wake enhancements, representing over 400 lakes in Wisconsin.

Wisconsin legislators have said this is a local issue, not a state issue. Most recently, in written correspondence, our State Representative Duchow and State Senator Kapenga have reiterated to me personally that they agree this is a local issue. Their admissions and lack of any progress at the state level clearly demonstrates that our Village of Summit Trustees must protect this resource called Lower Nashotah Lake.

And in support of what the LNLA is asking, even the Village of Summit has recently expressed, in a proposed ordinance related to aeration on Village lakes, that it "recognizes and concludes that the proper and safe use of lakes, ponds, and rivers in the Village of Summit is desirable to maintain the physical, ecological, cultural and aesthetic characteristics of such lakes, ponds, and rivers, their shorelines and the rights of riparian owners and users of the (Village) as a whole".

As of today, there are 84 organizations as partners with Lakes At Stake who actively support restricting certain artificial wake enhancements in Wisconsin. The Last Wilderness Alliance lists 76 communities that have adopted ordinances restricting certain artificial wake enhancements, with dozens more in process. And 73% of our lake residents voted in favor of restricting artificial wakes.

Understanding the "open meetings law", I am willing to meet with any of the trustees to discuss in advance of the village meeting.

Regards,
Peter

Cc: Jim Recknagel, LNLA President and Sandy Casterline, LNLA Secretary

Peter Engel

 [Redacted email address]

Village of Summit Board Meeting
February 12, 2026, Public Comments
Peter Engel, 3038 N. Interlaken Dr.

- Peter Engel, 3038 N. Interlaken Drive
- I wanted to take the opportunity tonight to thank Ms. Michael and Mr. Riley regarding the Village reviewing a proposal to enact an ordinance from the Lower Nashotah Lake Association (LNLA) restricting certain artificial wake enhancements on March 12.
- While the lake association hoped the proposed ordinance would be on tonight's agenda, Mr. Riley moved the agenda item, due to the absence of Trustees tonight. Ms. Michaels has forwarded all the materials to you for review in advance.
- In conversations with Mr. Riley and Ms. Michael, I've offered to meet with them and discuss any of the specifics of the proposed ordinance and the rationale supporting it. Tonight, I am making that same offer any Trustee interested in learning more before March 12.
- **A couple quick facts before the March 12 meeting to consider:**
 - As a reminder, the lake association brought a similar proposed ordinance to the Village Trustees in July of 2024.
 - This resulted from 73% of the lake association members and lake residents voting to restrict wake enhancement, specifically due to the environmental damage from wake surfing.

- Of special note...86% of the lake owners voted on this issue through a confidential ballot process. That spring's election in the Village, the turnout was barely 30%.
- The request to the Village in 2024 was to have the Trustees send the ordinance to the Village Attorney and DNR review.
- With no explanation as to why, the Village Trustees voted 3-1 to do nothing, effectively eliminating any discussion and/or advancement on the proposed ordinance.
- **Much Has Happened Since 2024 Concerning Restricting Artificial Wake Enhancement Due to Wake Surfing**
 - There's been extensive scientific studies concluding that wake boats operating in surf mode generate large wave energy, downward propeller wash, ballast displacement, and bow-high orientation that contribute to environmental harm and safety risks.
 - These studies are referenced in the materials already provided to the Village Trustees in advance of the March 12 meeting.
 - The science is gaining broad attention. As of today, there are 84 organizations as partners with Lakes at Stake who actively support restricting certain artificial wake enhancements in Wisconsin. The Last Wilderness Alliance lists 76 communities in Wisconsin that have adopted ordinances restricting certain artificial wake enhancements, with dozens more in process.

- Even the Village of Summit recently stated in a proposed aeration ordinance that it “recognizes and concludes that the proper and safe use of lakes, ponds, and rivers in the Village of Summit is desirable to maintain the physical, ecological, cultural and aesthetic characteristics of such lakes, ponds, and rivers, their shorelines and the rights of riparian owners and users of the (Village) as a whole”.

- **Bottom Line**

- Mr. Riley expressed a possible interest in looking at this topic as it relates to “all of the lakes in the Village of Summit”, including developing some parameters. That’s the villages prerogative, but a couple important facts to note:
 - You have before you a specific request by a specific lake association and its members for the enactment of a specific ordinance. As elected officials, it is your duty to review this request on its merits.
 - Every lake is different; size in acreage, depth of the lake, and the distance between shorelines, to include just a few.
 - Ironically, our proposed ordinance could function as a prototype for the Village of Summit to use for other lakes in the village. Very important to note, the association is not banning wake boats, only the wake surfing application.
 - As it relates to parameters that Mr. Riley would like to establish, please be aware this has been a prolific discussion for years.

- One organization, the Last Wilderness Alliance, has proposed to the state and municipalities specific parameters: No wake surfing less than 700 feet from a shoreline; not less than 30 feet in depth; and not less than 100 contiguous acres.

- Lower Nashotah Lake is small, only 94 acres. It is shallow with an average depth well below 20 feet and very narrow. At its widest point, Lower Nashotah Lake measures only 1,230 feet shoreline to shoreline – and this is only in a small portion of the lake.

Thank you for your time tonight...

- Lower Nashotah Lake is a village treasure, supporting diverse recreational uses including fishing, boating, kayaking, paddle boarding, and swimming by countless village residents.

- Enacting an ordinance to restrict certain artificial wake enhancement on Lower Nashotah Lake is not only the right thing to do, it is common sense and good village stewardship.

- Thank you for your consideration and looking forward to the March 12 Village Trustee meeting.