



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

AGENDA

Village Board Meeting

Thursday, April 9, 2026, at 6:30 P.M.

At the Summit Village Hall, 37100 Delafield Road

1. CALL TO ORDER
2. ROLL CALL AND CONFIRM POSTING
3. PLEDGE OF ALLEGIANCE
4. SPECIAL RESOLUTION – Trustee Petronovich
5. PUBLIC COMMENT - limited to 3 minutes total per person

6. 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 March 12, 2026 Regular Meeting
 - B. March 2026 payables
 - C. Appointment of Election Inspector: Laure Reuters, Harry Pigsley
 - D. Appointment of Weed Commissioner and publication of Class II Notice for Noxious Weeds

7. *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 – *New Police Chief Employment Agreement*

*The Board will return to open session following this discussion

8. PUBLIC WORKS DEPARTMENT
 - A. Monthly Administrative Report
 - B. Discussion and action on Municipal Solid Waste and Recycling Contract
 - C. Discussion and action on a proposed Resolution No. 26-483 2026 Arbor Day Proclamation in the Village of Summit
 - D. Discussion and action on Resolution No. 26-482 Amending Cemetery Charges and Fees Pursuant to Ordinance No. 22-2014
 - E. Discussion and action on proposed Resolution No. 26-484 to Amend the Official Traffic Map to Prohibit Parking on N Cedar Ridge Road
 - F. Discussion and action on approval of accident reporting and investigation policy
 - G. Discussion and action on Memorandum of Agreement between the Village of Summit and Oconomowoc Area Baseball Club for the Design, Construction, Operations, and Maintenance of New Genesee Lake Road Park Baseball Fields and Related Amenities

9. POLICE DEPARTMENT
 - A. Monthly Report
 - B. Discussion and action on designation of \$3,000 of donated funds to the Community Outreach Fund

10. WESTERN LAKES FIRE DISTRICT

A. Monthly Report

11. VILLAGE BOARD

A. Discussion and action on appointments to the following:

- a. Plan Commission: 3 *three year (regular)*, 1 *three year (alternate)*
- b. Zoning Board of Appeals: 2 *three year (regular)*, 2 *three year (alternate)*
- c. Police Commission: 1 *five year (regular)*
- d. Residence Board: 1 *five year (regular)*
- e. Board of Review: 1 *one year (regular)*, 2 *two year (alternate)*
- f. WLFD Fire Board: 1 *three year*

B. Discussion and action on borrowing options for 2026 Capital Improvement Projects

C. Discussion and action on a Proclamation for the 57th Annual Professional Municipal Clerks Week
May 3 – 9, 2026

D. Discussion and action to set items for May 14, 2026 regular Village Board meeting

12. MOTION TO GO INTO EXECUTIVE SESSION, pursuant to Sections 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility – *New Police Chief Employment Agreement*

13. ROLL CALL VOTE

14. Discussion and action on Employment Agreement for new Police Chief

15. ADJOURN VILLAGE BOARD MEETING

Respectfully Submitted,

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

Next Regular Meeting: May 14, 2026

Posted: April 3, 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 March 2026 Payables

Paid Check Batches:

\$ Amount	Description
69,527.19	Mid Month checks

 Total \$ 69,527.19

Batches For Payment:

\$ Amount	Description
90,363.75	March Payables

 Total \$ 90,363.75

Total March Payables for Approval: \$ 159,890.94

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

Engineering	\$	5,228.00
Village		222.75
Billed		5,005.25
Planning		-
Planner		
Special Project		
Billed		
Legal	\$	15,798.25
Village		8,634.50
Billed		7,163.75

BANK 59

ALL Checks

Posted From: 3/16/2026 From Account:
Thru: 4/02/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
409850	3/18/2026	MUNICIPAL LAW & LITIGATION GROUP SC OCT, NOV, DEC 2025	Previous Year Expense
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES OCT, NOV, DEC 2025	3,794.40
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES TRAFFIC NOV 2025	2,856.70
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE PANGA	620.10
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE KATZ	95.00
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE WILBUR	1,252.70
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE HOPE CHURCH	86.75
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE ZONING BOARD OF APPEALS	4,078.35
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE WHITESTONE	90.00
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE PABST FARMS	511.20
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE OABC	30.00
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE LOEPFE	60.00
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE BARK RIVER CONSERVANCY	677.10
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES LIBBEY LITIGATION	983.40
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE COSTCO	120.00
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE THE GATHERING/LURVEY	403.10
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE NELSON SPECIAL EXCEPTION	60.00
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE OABC	79.45
Total			15,798.25

BANK 59

ALL Checks

Posted From: 3/16/2026 From Account:
Thru: 4/02/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
409853	3/25/2026	DNR BOAT PATROL TRAINING - K PETERS	
100-00-52100-312-000		POLICE TRAINING & SUPPLY BOAT PATROL TRAINING - K PETERS	20.00
		APR 9 2026	
		Total	20.00
409854	3/27/2026	GLOBE LIFE SUPPLEMENTAL INS	
100-00-21530-000-000		INSURANCE PAYABLE SUPPLEMENTAL INS	197.67
		FEBRUARY 2026 31354	
100-00-21530-000-000		INSURANCE PAYABLE MARCH SUPPL BENEFITS	197.67
		03012026	
		Total	395.34
409855	3/27/2026	METLIFE 268973 VISION SUBCODE 183	
100-00-21530-000-000		INSURANCE PAYABLE 268973 VISION SUBCODE 183	31.10
		268973 MAR 2026	
		Total	31.10
409856	3/27/2026	SECURIAN FINANCIAL GROUP INC 056302 LIFE INS	
100-00-52100-132-000		POLICE INSURANCE 056302 LIFE INS	184.89
		MAR 2026	
100-00-53300-132-000		PUBLIC WORKS INSURANCE 056302 LIFE INS	52.10
		MAR 2026	
100-00-51420-132-000		ADMIN C/T INSURANCE 056302 LIFE INS	30.89
		MAR 2026	
100-00-51422-132-000		VILLAGE OFFICE INSURANCE 056302 LIFE INS	11.88
		MAR 2026	
100-00-13101-000-000		ACCOUNTS RECEIVABLE OTHER 056302 LIFE INS	143.28
		MAR 2026	
		Total	423.04
409857	3/27/2026	SECURIAN LIFE INSURANCE COMPANY ACCIDENT INS	
100-00-21530-000-000		INSURANCE PAYABLE ACCIDENT INS	13.42
		76038 MAR 2026	
100-00-21530-000-000		INSURANCE PAYABLE ACCIDENT INS 76038 FEB 2026	7.84
		FEB 2026	

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ALL Checks

Posted From: 3/16/2026 From Account:
Thru: 4/02/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
Total			21.26

409858 3/27/2026 WAUKESHA COUNTY CLERK'S OFFICE
2025 DOG LICENSES

100-00-52900-000-000	DOG POUND EXP		626.00
	2025 DOG LICENSES	VSUMMIT2026-2	
Total			626.00

FEB 2026 WRS 3/31/2026 EMPLOYEE TRUST FUNDS - RETIREMENT
GENERAL

Manual Check

100-00-53300-131-000	PUBLIC WORKS WRS		3,838.79
	GENERAL	FEB 2026	
100-00-51422-131-000	VILLAGE OFFICE WRS		518.62
	GENERAL	FEB 2026	
100-00-52100-131-000	POLICE WRS		605.51
	GENERAL	FEB 2026	
100-00-51420-131-000	ADMIN C/T WRS		1,530.00
	GENERAL	FEB 2026	
100-00-52100-131-000	POLICE WRS		20,580.62
	PROTECTIVE W/SS	FEB 2026	
Total			27,073.54

HLTH INS APR 3/24/2026 EMPLOYEE TRUST FUNDS - INSURANCE
EMPLOYEE SHARE HLTH

Manual Check

100-00-21530-000-000	INSURANCE PAYABLE		3,441.12
	EMPLOYEE SHARE HLTH	APR 2026	
100-00-51420-132-000	ADMIN C/T INSURANCE		967.24
	HEALTH INS VILLAGE PORTION	APR 2026	
100-00-52100-132-000	POLICE INSURANCE		10,041.54
	HEALTH INS VILLAGE PORTION	APR 2026	
100-00-53300-132-000	PUBLIC WORKS INSURANCE		10,487.00
	HEALTH INS VILLAGE PORTION	APR 2026	
Total			24,936.90

PYRLFEE 3/20 3/25/2026 SIKICH LLP WI
03/20/2026 PAYROLL FEES

Manual Check

100-00-51600-210-000	VILLAGE HALL 3RD PARTY ADMIN		201.76
	03/20/2026 PAYROLL FEES	200167	
Total			201.76

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ALL Checks

Posted From: 3/16/2026 From Account:

Thru: 4/02/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
Grand Total			69,527.19

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ALL Checks by Payee

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Dated From: 4/10/2026 From Account:

Thru: 4/10/2026 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
4/10/2026 ACCURATE APPRAISAL LLC			
APR 2026			
100-00-51530-290-000		ASSESSOR O/S SERVICES	2,500.00
	MAR 2026	6097	
Total			2,500.00
4/10/2026 ACE HARDWARE OF OCONOMOWOC			
HAMMER AND GLOVES			
100-00-53300-390-000		PUBLIC WORKS EXPENSE	107.95
		HAMMER AND GLOVES 263384	
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	11.93
		FASTENERS 263307	
Total			119.88
4/10/2026 AVI-SPL LLC			
AV EQUIP REPAIRS			
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	770.00
		AV EQUIP REPAIRS 2662189	
Total			770.00
4/10/2026 BURHARDT SPORTING GOODS			
SAFETY YELLOW			
100-00-53300-390-000		PUBLIC WORKS EXPENSE	396.25
		SAFETY YELLOW CAJ008980-AL05	
Total			396.25
4/10/2026 CJ & ASSOCIATES INC			
REPAIR CHAIR			
100-00-52100-390-000		POLICE EXPENSE	101.25
		REPAIR CHAIR 0235999-IN	
Total			101.25
4/10/2026 CLEAN RITE SUPPLY INC			
SOFT TISSUE			
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	69.06
		SOFT TISSUE 153888	
Total			69.06
4/10/2026 COMPASS MINERALS AMERICA INC			
ROAD SALT SEASONAL FILL 126.74 TN			

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ACCT

Dated From: 4/10/2026 From Account:
Thru: 4/10/2026 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-53300-340-000		PUBLIC WORKS ICE & SNOW	10,760.23
		ROAD SALT SEASONAL FILL 126.74 TN	1640517
100-00-53300-340-000		PUBLIC WORKS ICE & SNOW	1,838.09
		ROAD SALT SEASONAL FILL 21.65 TN	1641222
Total			12,598.32

4/10/2026 COREY OIL LTD

FUEL 294.30 GAL

100-00-52100-250-000		POLICE FUEL	763.71
		FUEL 294.30 GAL	413675
100-00-52100-250-000		POLICE FUEL	1,002.17
		FUEL 283.50G	415302
100-00-52100-250-000		POLICE FUEL	964.61
		FUEL 321.00 G	415145
100-00-52100-260-000		POLICE SQUAD REP & MAINT	98.02
		RAIN GUARD WIPER DE-ICER	637460
100-00-53300-350-000		PUBLIC WORKS EQUIP MAINT	32.68
		DPW DE-ICER	637460
100-00-53300-250-000		PUBLIC WORKS FUEL	1,453.83
		FUEL 344.10 G	411912
100-00-53300-250-000		PUBLIC WORKS FUEL	999.90
		FUEL 242.40	415146
Total			5,314.92

4/10/2026 CREATIVE IMAGING PRODUCTS LLC

COPIES 12/12 - 3/29/26

100-00-51600-390-000		VILLAGE HALL EXPENSE	151.75
		COPIES 12/12 - 3/29/26	7152MA
Total			151.75

4/10/2026 DAN PLAUTZ CLEANING SERVICE, INC.

MARCH CLEANING

100-00-51600-280-000		VILLAGE HALL CLEANING	794.00
		MARCH CLEANING	9492
100-00-51600-280-000		VILLAGE HALL CLEANING	794.00
		CLEANING FEB	9479
100-00-51600-280-000		VILLAGE HALL CLEANING	794.00
		JAN CLEANING	9400

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Dated From: 4/10/2026 From Account:
Thru: 4/10/2026 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-51600-280-000		VILLAGE HALL CLEANING	832.00
		CARPET CLEAN 9415	
100-00-51600-280-000		VILLAGE HALL CLEANING	520.00
		WINDOW CLEAN 9201	
		Total	3,734.00
4/10/2026 DIVERSIFIED BENEFIT SERVICES INC			
MARCH FSA ADMIN			
100-00-51600-210-000		VILLAGE HALL 3RD PARTY ADMIN	105.00
		MARCH FSA ADMIN 472896	
		Total	105.00
4/10/2026 ELLIS WELDING LLC			
100-00-53300-350-000		PUBLIC WORKS EQUIP MAINT	200.00
		SAFETY CHAIN 1468	
		Total	200.00
4/10/2026 FORCE AMERICA INC			
100-00-53300-340-000		PUBLIC WORKS ICE & SNOW	23.94
		DUST CAP IN001-2142829	
100-00-53300-340-000		PUBLIC WORKS ICE & SNOW	71.82
		DUST CAP IN001-2142812	
		Total	95.76
4/10/2026 G-BROCKS AUTO REPAIR			
100-00-52100-260-000		POLICE SQUAD REP & MAINT	46.16
		SERVICE CHARGING SYSTEM 158949	
		Total	46.16
4/10/2026 GALLS LLC			
100-00-52100-313-000		POLICE CLOTHING ALLOW	293.02
		PANTS & HAT STRAP 034541832	
		Total	293.02
4/10/2026 GFL ENVIRONMENTAL			

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Dated From: 4/10/2026 From Account:
Thru: 4/10/2026 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	741.43
		VAC TRUCK CHRG LQ03336022	
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	51.73
		USED OIL FILTERS LQ03318213	
100-00-53620-000-000		GARBAGE & RECYCLING	42,595.64
		MUNI CO-COLLECT TRASH U70000340090	
Total			43,388.80

4/10/2026 ITU ABSORB TECH INC

100-00-53300-390-000		PUBLIC WORKS EXPENSE	5.15
		COVER-ALLS 8703453	
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	17.12
		MAT SERV SHOP TOWELS 8699778	
100-00-53300-390-000		PUBLIC WORKS EXPENSE	5.15
		COVER-ALLS 8699778	
100-00-53300-390-000		PUBLIC WORKS EXPENSE	5.15
		COVER-ALLS 8696072	
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	145.95
		VH MAT SERV & SHOP TOWELS 8692499	
100-00-53300-390-000		PUBLIC WORKS EXPENSE	5.15
		COVERALLS 8692499	
Total			183.67

4/10/2026 KONTNEY COMPUTER GROUP
SQUAD CAMERA SYSTEM

100-00-57400-000-000		CAPITAL PURCHASE	225.00
		SQUAD CAMERA SYSTEM 26476	
100-00-52100-390-000		POLICE EXPENSE	37.50
		PD EMAIL ACCESS 26446	
Total			262.50

4/10/2026 KWIK TRIP
2 GAL UNL RFG

100-00-52100-250-000		POLICE FUEL	4.94
		2 GAL UNL RFG 11547904	
Total			4.94

4/10/2026 R.P. LUMBER
S&I MISC

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ACCT

Dated From: 4/10/2026 From Account:
Thru: 4/10/2026 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-53300-340-000		PUBLIC WORKS ICE & SNOW	54.45
		S&I MISC	4847926
100-00-53300-350-000		PUBLIC WORKS EQUIP MAINT	2.78
		DPW EQUIPMT	4847926
Total			57.23

4/10/2026 SHORT ELLIOTT HENDRICKSON INC
ON-CALL ENG

100-00-53101-000-000		ENGINEERING O/S SERVICES	152.75
		ON-CALL ENG	505520
100-00-53300-345-000		PUBLIC WORKS MS4	70.00
		INST ENG	505520
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	5,005.25
		PRIVATE DEVLPMNT REVIEW	505519
Total			5,228.00

4/10/2026 STANDARD INSURANCE COMPANY RC
STDLTD

100-00-52100-132-000		POLICE INSURANCE	766.93
		STDLTD	4-1-2026
100-00-53300-132-000		PUBLIC WORKS INSURANCE	315.21
		STDLTD	4-01-2026
100-00-51422-132-000		VILLAGE OFFICE INSURANCE	31.93
		STDLTD	4-01-2026
100-00-51420-132-000		ADMIN C/T INSURANCE	83.49
		STDLTD	4-01-2026
Total			1,197.56

4/10/2026 STRAND ASSOCIATES INC
N DOUSMAN TRL TAP

100-00-57400-000-000		CAPITAL PURCHASE	6,506.89
		N DOUSMAN TRL TAP	0236460
100-00-57400-000-000		CAPITAL PURCHASE	1,626.72
		N DOUSMAN RD TRL STEWARDSHIP GRANT	0236460
Total			8,133.61

4/10/2026 TIM'S AUTO PARTS
PINTLE

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ACCT

Dated From: 4/10/2026 From Account:
Thru: 4/10/2026 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-53300-350-000		PUBLIC WORKS EQUIP MAINT PINTLE	384.99
		11557-837615	
100-00-53300-340-000		PUBLIC WORKS ICE & SNOW 8G-8MP HYDRAULIC HOSE	172.40
		11557-836709	
100-00-53300-350-000		PUBLIC WORKS EQUIP MAINT INFLATOR	194.99
		11557-836677	
100-00-53300-350-000		PUBLIC WORKS EQUIP MAINT TRUCK 3 LIGHTS	10.56
		11557-836158	
100-00-53300-350-000		PUBLIC WORKS EQUIP MAINT F350 OIL FILTER	9.90
		11557-836054	
100-00-53300-350-000		PUBLIC WORKS EQUIP MAINT TRAILER LT & GROMMET	11.99
		11557-836052	
Total			784.83

4/10/2026 VILLAGE OF DOUSMAN
DOUSMAN CITATIONS & PARKING

100-00-45100-000-000		TRAFFIC FINES & FORFEITURE DOUSMAN CITATIONS & PARKING	880.00
		2-2026	
Total			880.00

4/10/2026 WAUKESHA COUNTY EMERGENCY MANAGEMENT
ID CARDS

100-00-53300-390-000		PUBLIC WORKS EXPENSE ID CARDS	3.24
		800	
Total			3.24

4/10/2026 WAUKESHA COUNTY TREASURER
WAUKESHA CTY STORM WATER EDUC FEE

100-00-53300-345-000		PUBLIC WORKS MS4 WAUKESHA CTY STORM WATER EDUC FEE	3,200.00
		CINV2026-00930	
Total			3,200.00

4/10/2026 WISCONSIN LAND & WATER
STORMWTER WKSHP

100-00-53300-345-000		PUBLIC WORKS MS4 STORMWTER WKSHP	120.00
		MYKXX8DKUL	
Total			120.00

4/10/2026 WISCONSIN PROFESSIONAL POLICE ASSOCIATION INC
MTHLY MEMBERSHIP

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Dated From: 4/10/2026 From Account:
Thru: 4/10/2026 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-21550-000-000		UNION DUES	424.00/
		MTHLY MEMBERSHIP	
	4/1/2026		
		Total	424.00
		Grand Total	90,363.75



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www.villageofsummitwi.gov

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

MEMORANDUM

To: Village Board

From: Administrator-Clerk/Treasurer Michael

Date: April 2, 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

Two additional people reached out with an interest in serving as election inspectors in Summit.

I would like them to be appointed to serve.

ATTACHMENTS: None

RECOMMENDED MOTION: *As Part of Consent Agenda - to approve Laure Reuters & Harry Pigsley to serve as Election Inspectors in the Village of Summit for a term of April 10, 2026 – December 31, 2027.*



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

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

MEMORANDUM

To: Village Board

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

Date: March 31, 2026

Re: Discussion and Action on Appointment of Weed Commissioner and Publication of Class II Notice for Noxious Weeds

PURPOSE:

To request that the Village Board appoint a Weed Commissioner, effective May 15, 2026 through May 14, 2027, and to authorize the Village Clerk to public a Class II notice for noxious weeds.

BACKGROUND:

Per Village code, the Village Clerk is required to publish a Class II notice, under Wis. Stats. ch. 958, to notify Village property owners that they are required to destroy all noxious weeds on properties within the Village. A copy of a draft notice is attached for reference.

In addition, Village code states that the Village President shall appoint a Weed Commissioner prior to May 15th for a term of one year. For the previous term, the responsibility was assigned to the Public Works Director.

RECOMMENDATION:

Village staff recommends that the Village Board appoint Kamron Nash, Public Works Director, as the Weed Commissioner, effective May 15, 2026 through May 14, 2027, and to authorize the Village Clerk to publish proper notice of destruction of noxious weeds.

ATTACHMENTS:

Class II Notice – Village of Summit Notice to Destroy Noxious Weeds
(DRAFT)
Village of Summit Code of Ordinances – Sec. 18-93 Notice to destroy;
Sec. 18-94 Appointment of Weed Commissioner

FISCAL IMPACT:

Fee to post Class II notice as required in local newspaper.

RECOMMENDED MOTION:

Motion to appoint Kamron Nash, Public Works Director, as Weed Commissioner for a 1-year term beginning on May 15, 2026 and to direct the Village Clerk to publish proper notice of destruction of noxious weeds.

**STATE OF WISCONSIN
Village of Summit
Waukesha County**

**VILLAGE OF SUMMIT
NOTICE TO DESTROY NOXIOUS WEEDS**

Notice is hereby given to each and every person who owns, occupies, or controls land in the Village of Summit, County of Waukesha, State of Wisconsin, to cut or destroy all noxious weeds, including, but not limited to, Canada thistle, leafy spurge, field bindweed (creeping Jenny), nodding thistle, burdock, purple loosestrife, and bull thistle. This must be done at such time and in such manner as shall effectively prevent them from bearing seed or spreading to adjoining properties, as required by Wisconsin Statute §66.0407 and the Village of Summit Code of Ordinances §18-91.

Failure to comply could result in the Village removing noxious weeds and the expense of the removal charged to the real estate taxes applicable to the property where removed. If you have any further questions, please contact Weed Commissioner Kamron Nash at (262) 567-2757 or refer to the Village's website at www.villageofsummitwi.gov.

ARTICLE IV. WEEDS¹

Sec. 18-93. Notice to destroy.

The village clerk shall each year on or before May 15, publish a Class 2 notice, under Wis. Stats. ch. 985, to the effect that all persons are required by law to destroy all noxious weeds on all lands in the village that they own, occupy or control.

(Code 2006, § 184-7; Ord. No. 204, 5-5-1994)

Sec. 18-94. Appointment of weed commissioner.

The village president shall, on or before May 15 in each year, appoint one or more commissioners of noxious weeds. Upon appointment, said weed commissioner shall take and file in the office of the village clerk the official oath. The weed commissioner shall serve a term of one year and until a successor has qualified. The weed commissioner shall receive such salary as may from time to time be set by the village board. If the village president determines that more than one weed commissioner shall be appointed, the village shall be divided into districts by the village president and each commissioner shall be assigned a different district. The commissioners need not be residents of the district they are assigned.

(Code 2006, § 184-8; Ord. No. 204, 5-5-1994)

¹State law reference(s)—Noxious weeds, Wis. Stats. § 66.0407.



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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: April 1, 2026

Re: Department of Public Works Administrative Report

DPW Crew Activities

Cemetery Activity Summary

- One burial and one niche opening were completed in March.
- Eight grave sites were sold in March.
- The next regular Cemetery Board meeting is scheduled for Friday, May 15th at Summit Cemetery beginning at 8:30 a.m.
- Staff have begun to clean up the cemetery for the spring.
- Various trees in poor condition will be removed or have deadwood pruned this spring.

Equipment Maintenance & Repair

- DPW intends to place the flat-bed trailer up for auction on Wisconsin Surplus. Staff have determined that they do not have a good use for the trailer, and space in the DPW Building is limited.

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.

Facilities Maintenance

- Exterior door numbers were installed to all manned doors (inside and outside) in Village Hall and the DPW Building.
- The lighting controls next to the middle overhead door in the DPW Building has not been functioning. Total Mechanical services the door and determined that the control module is not functioning, and the same unit is no longer supported. Without the replacement of the control, staff have to manually go upstairs to turn the lights on and

off with the breaker. An estimate was provided for the work in the amount of \$2,257. The work will be scheduled in the coming weeks.

Winter Season Activities

- A summary of the 2025 – 2026 winter weather response activities by the DPW crew is attached for reference.
- An order for 60 tons of reserve fill salt was ordered and is anticipated to be delivered in early April.
- As anticipated, there was a significant amount of damage to the turn next to roadways throughout the Village during the blizzard event in March. There were significant drifting and visibility issues, which made it difficult for operators to see the edge of the roadway. The recent mild temperatures also softened up the ground, making it easier to scrape material with plow blades. Staff spent a considerable amount of time “flipping sod” over the past couple of weeks before grass starts to grow in, and they will perform additional repairs to areas that were damaged more significantly after the chance of late season snowfall events have passed.

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.

N Dousman Road Multi-Use Trail Extension Project

Real Estate/Temporary Limited Easements (TLEs)

CORRE, Inc. advised staff that they have received signed documents from one of the six parcels with Temporary Limited Easements, as of mid-March. They will continue to reach out to the remaining five property owners.

Utility Relocations

Strand Associates and the Village are working with utilities where adjustments to overhead lines are required to accommodate the path. This correspondence began in October of 2025, and utility relocate plans were due in early February.

We Energies notified Strand, Corre, and the Village in March that they believe several of their overhead poles are compensable if a relocation is required, meaning the Village would be responsible for the costs to relocate. Ordinarily, utility poles in the ROW that are in conflict with public facilities would need to be relocated at the utility’s expense. However, We Energies obtained two easements in 1928 from private property owners that allowed them to install poles outside of the original 66’ right-of-way (ROW). Since then, the public right-of-way was widened to 100’. They believe that any of their poles between 33’ and 50’ of the road centerline would be compensable since their easements pre-date the expansion of the ROW. One of their poles is within this easement area outside of the original ROW and is compensable.

We Energies is also arguing that since this is a trail project (and not a roadway), the design of the path must be completed to avoid pre-existing utilities where possible since they have a legal right to be located in the ROW. There are 17 additional poles that are within the original ROW. Strand believes that there are changes to the path that may be made to avoid some of their poles, and other poles are unavoidable due to roadway separation requirements, drainage, and existing ROW. We Energies' workplan states that "if code requirements prohibit the avoidance we are requesting, we will not charge for the relocations." Strand interprets this to mean that if we cannot avoid their poles based on path design standards, then they would not charge for the relocations. Strand believes that they can make a decent argument for not avoiding a fair amount of their poles. Staff have directed Strand to pursue the changes that they've proposed to avoid the poles where feasible.

This was not an issue that was anticipated by the Village or consultants, as the WisDOT Utility Coordination Guide states that only facilities located outside the existing ROW, and within a proposed acquisition area, are compensable. Final Plans, Specifications, and Estimates (PS&E) are due in May, and we are attempting to complete these changes and determine any additional relocation costs as quickly as possible to avoid project delays.

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. Staff believes that the HOA leadership has engaged residents around the lake regarding potential formation of a lake management district.

Waterville Lake HOA reached out to Waukesha County regarding the creation of a lake management district. Per Wis. Stats. Chapter 33, the HOA has the ability to choose whether to establish a district with the County or the Village. Waukesha County reached out to the Village to get some background information on the HOA's request and to determine if the Village is in support of creation of a district.

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

After denial of funding through FEMA, Waukesha County has been reaching out to communities impacted by the flooding on the potential for reimbursement through the Wisconsin Disaster Fund (WDF). Eligible costs may be reimbursed up to 70% through this program and include debris removal from flooding and storm damage, protective measures (overtime costs only), and repair of publicly owned roads and bridges (local roads only). Submittals were due by March 30th, and the Village submitted a total of \$11,758 of incurred costs for consideration.

Lyte Fiber Introductory Meeting

Director Nash met with a representative of Lyte Fiber on March 18th. Lyte Fiber is a Houston-based company that is just over a year old. They are looking to expand fiber throughout the southern part of Wisconsin, targeting primarily residential properties. The purpose of the meeting was to determine whether there would be interest from the communities in this area to expand the fiber network, as well as to determine if there are other large fiber projects that we are aware of. Lyte Fiber is privately funded and does not rely on public funding sources to install their infrastructure. If this area proves to have the customer base, they are willing to present briefly at a future public meeting to provide more information to elected officials and the public.

ATV/UTV on County Highways Update

Staff and Trustee Arenz submitted the approved, executed agreement for the Waukesha County ATV/UTV Test District, the Test District Application submittal and fee payment, and a copy of the updated Village ATV/UTV ordinance to Waukesha County on March 20th. The County has indicated that their DPW will submit an ordinance into the County process, as all ordinances go through a quick review process by their budget office, etc.

The County anticipates that the agreements with Summit and Dousman will go before the County Public Works Committee on April 2nd. The committee is well-versed on the topic and has been supportive in the past, and they are not anticipating any concerns.

WisDOT STH 67 Improvement Project

Nothing significant to report.

2026 CTH BB Resurfacing Project – Waukesha County

Nothing significant to report.

2027 CTH DR Rehabilitation – Waukesha County (N Dousman Rd to N Brightwater Blvd)

Nothing significant to report.

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.

Pabst Farms Joint Stormwater District Update

Nothing significant to report.

SEWRPC Investigation of Pabst Farms Development Impacts

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

A Safety Committee meeting was held on Monday, March 9th. The following topics were discussed:

- Accident Investigation & Reporting Policy (*separate action item to follow for approval*)
- Hearing Conservation Training and Testing
- Personal Protective Equipment provided by the Village
- 1st and 2nd quarter staff safety training
- Safety incident review

The next meeting is scheduled for Monday, June 1st 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: N/A

2025 – 2026 Winter Weather Response Summary (through 3/31/2026)

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
3/15 – 3/17/2026	Blizzard - Full Plow/Salt (including drifting maintenance)	7.90	57.00	15.00	7.50	17.50	2.25	23.50	1,085.00	\$5,840
3/18/2026	Spot Plow/Salt (including drifting maintenance)	0.40	21.50	1.50	-	3.50	-	7.75	-	\$1,536
Totals	Events: 21	46.60	388.50	196.00	115.50	167.75	121.00	351	3,659	\$68,494

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



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MEMORANDUM

To: Village Board

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

Date: March 30, 2026

Re: Discussion and Action on Municipal Solid Waste and Recycling Contract

PURPOSE:

The Village's existing 5-year agreement with GFL Solid Waste Midwest, LLC will expire on December 31, 2026, and Village staff are requesting direction from the Village Board on a future agreement.

BACKGROUND:

The Village's existing agreement with GFL is effective January 1, 2022 through December 31, 2026. There is a provision within the agreement that a renewal term of three (3) years may be initiated upon mutual agreement of GFL and the Village. The Village must notify GFL with written notice via certified mail of its intent not to renew at least 90 days before contract expiration (by October 2nd).

Staff did reach out to Waukesha County to determine if they will be issuing a multi-community request for proposals (RFP), and they responded that they are currently working on determining which communities are interested in participating.

The Board should also consider whether they wish to consider incorporating up-the-drive (UTD) service to all or some customers as part of a new agreement. If UTD service is required, contractors may be unable or unwilling to offer this service level. Currently, GFL offers this service at an additional cost which is negotiated directly between GFL and the property owners (the Village is not involved). There are two separate UTD prices for Manual Collection Areas and Automated Collection Areas, and the pricing for each was increased at the beginning of 2026.

The Village Board may consider a few options:

- 1. Begin negotiations with GFL on renewing the existing agreement for an additional 3-year term.**

The current agreement adjusts rates annually on January 1 with the greater of either (a) 1.5% or (b) the CPI reported by the US Bureau of Labor Statistics (September), not to exceed 4.5%.

2. Work with Waukesha County to participate in a multi-community RFP process.

If the Village Board is interested to see if other contractors can offer a competitive bid, this is the best option to pursue. GFL may submit a proposal as part of the process, as they will be interested in maintaining their customer base in this area.

3. Direct staff to work on preparing an independent RFP.

This option is not recommended over a multi-community RFP process, as most haulers will be looking to secure services with multiple local communities to offset costs for labor, equipment, and materials disposal and to maintain competitive pricing.

RECOMMENDATION:

Village staff are looking for direction on how to proceed with pursuing a municipal solid waste and recycling contract for 2027 and beyond.

ATTACHMENTS: 2022 – 2026 Municipal Solid Waste and Recycling Contract
(Village of Summit and GFL Solid Waste Midwest, LLC)

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

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

VILLAGE OF SUMMIT

Municipal Solid Waste and Recycling Contract

GFL Solid Waste Midwest, LLC

Exclusive Solid Waste and Recycling collection and disposal contract made between the Village of Summit, WI and GFL Solid Waste Midwest, LLC.

VILLAGE OF SUMMIT

EXCLUSIVE SOLID WASTE, RECYCLABLES AND BULKY WASTE COLLECTION & DISPOSAL CONTRACT

THIS CONTRACT ("Contract") is made and entered into this 9 day of December, 2021, by and between the Village of Summit, a Wisconsin municipality (hereinafter called "Village") and GFL Solid Waste Midwest, LLC, a Wisconsin limited liability company (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, the Village recognizes that it is desirable that provisions be made for the regular and efficient collection, disposal and processing of Solid Waste and Recyclables within the legal boundary limits of the Village; and,

WHEREAS, the Village desires that an independent contractor be utilized to perform Solid Waste and Recyclables collection services within the legal boundary limits of the Village and further desires to enter into a contract granting the Contractor the exclusive right to collect Solid Waste and Recyclables from each Household Unit entitled to it within the Village limits.

NOW, THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the Village hereby grants to Contractor and Contractor hereby accepts from Village, the exclusive right and obligation to collect and dispose of residential Solid Waste, Recyclables and Bulky Waste accumulating in the normal course within the legal boundary limits of the Village during the term hereof, subject to the following limitations and conditions set forth herein.

1. **Definitions:** The following terms and definitions shall apply in the interpretation of this Contract:
 - A. **"Automated Approved Container"** means a rollout receptacle for Residential Solid Waste or Recyclables with a capacity of 95 gallons, constructed of plastic and metal, having handles of adequate strength for lifting, and having a tight-fitting lid.
 - B. **"Bulky Waste"** means waste items that are larger than three (3) feet in any dimension, and/or heavier than fifty (50) pounds in weight, and/or otherwise will not fit within an Approved Container, thus too large or too bulky to be collected by Contractor as part of its normal collection. Such items include, but are not necessarily limited to mattresses and box springs, household furniture (couches, chairs, tables, cabinets, dressers, etc.), dismantled swing sets, plastic

swimming pools, large toys, bicycles, fish aquariums, sofas, chairs, tables, carpets (no longer than four feet in length and 12 inches in diameter), sinks, laundry tubs, windows, doors, lawn mowers and snow throwers with no gas and oil in them, lumber (if free of nails, bundled and tied and no larger than 4 feet long by 18-inches in diameter), and other similar items.

C. “Village” shall mean the Village of Summit, a Wisconsin municipality.

D. “Contractor” shall mean GFL Solid Waste Midwest, LLC, a Wisconsin limited liability company.

E. “Customer” shall mean an owner or occupant of a Household Unit.

F. “Household Unit” shall mean all single-family residences and multi-family residential dwelling units up to four (4) units (including apartments and condominiums). For purposes of this Contract, a single family dwelling shall be counted as one Household Unit, a two family dwelling shall be counted as two Household Units, and so on. Multi-family dwelling units of five (5) or more units, and businesses and other industrial structures shall not be included in this Contract, unless by written approval of Village.

G. “Joint MRF” shall mean the Waukesha County/Village of Milwaukee Joint Material Recovery Facility (MRF) located at 1401 W. Mt. Vernon Avenue, Milwaukee, Wisconsin.

H. “Multi-Family Dwelling” shall mean a residential dwelling unit consisting of five or more residential dwelling units. Multi-Family Dwelling Units shall not be subject to this Contract, unless by written approval of Village.

I. “Recyclables” shall mean single stream recyclable materials including plastics, glass containers, cardboard, newspaper, mixed paper, tin, steel and aluminum cans, or other recyclable items identified by Waukesha County.

J. “Set-out Site” means the location that is no greater than four (4) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location designated by the Contractor that will provide a safe and efficient accessibility to the Contractor’s personnel and vehicles for the placement of Approved Containers and Bulky Waste for collection pursuant to the terms of this Agreement. For purposes of this Agreement, public road or public right-of-way means a road owned and maintained by the Village or special district, or a road on private property for which an easement has been granted to the public and such road is constructed and maintained to a standard whereby access is available by the Contractor’s vehicles.

K. “Solid Waste” shall mean nonhazardous municipal solid waste materials generated in the normal and ordinary course by Household Units within the Village, including garbage, refuse, trash, rubbish, and other discarded or materials. The term “Solid Waste” specifically

excludes Unacceptable Waste or other types of materials which require special handling and disposal. Household Units shall dispose of all Solid Waste in Approved Containers.

L. “Manual Collection Area” means the area determined by Contractor where Collection of Solid Waste and Recyclables must be completed utilizing a vehicle that can be driven on roadways in areas where larger automated collection have limited access.

M. “Unacceptable Waste” means (a) waste and materials that are not part of the Services contemplated hereunder, (b) hazardous waste, biomedical waste, special waste, tires, paints, paint solvents, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, ammunition of any type, dead animals, and firearms, (c) yard waste such as tree debris, stumps, plants, cut grass, etc., (d) electronics, (e) waste of which the acceptance and handling by Contractor would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to Contractor's vehicles, equipment or facilities, or present a substantial danger to the health or safety of the public or Contractor's employees, and (f) waste which is or may be prohibited from disposal at the applicable disposal site by local, federal or state law, regulation, rule, code, ordinance, order, permit or permit condition.

N. “Yard Waste” means brush, tree branches, grass clippings or other vegetative matter resulting from landscaping maintenance, excluding root ball systems.

O. “Manual Collection Area-Approved Containers” shall mean a container not to exceed thirty-two (32) gallons in capacity for the deposit of either Solid Waste or Recyclables subject to collection by Contractor pursuant to this Contract. Contractor shall supply one (1) container that is thirty-two (32) gallons in capacity for Recyclables to each Household Unit.

2. **Term:** The term of this Contract shall commence January 1, 2022, (the “Commencement Date”) and expire December 31, 2026 (the “Initial Term”). This Contract may be renewed upon mutual agreement of the parties for an additional successive renewal term of three (3) years (“Renewal Term”). Either party shall provide the other party with written notice via Certified Mail, of its intent not to renew at least ninety (90) days, but no sooner than one hundred fifty (150) days, prior to the expiration of the Initial Term. (The “Initial Term” and any “Renewal Term” are referred to herein as the “Term”).
3. **Scope of Work:** The work under this Contract shall consist of collection by Contractor of Solid Waste, Bulky Waste, Recyclables and Yard Waste generated in the normal and ordinary course by Household Units within the Village and the transportation and disposal of all such items in accordance with applicable State and Federal laws and regulations, Village ordinances and related

permit(s) issued to Contractor (collectively, the “Collection Services”). In the performance of the Services, Contractor shall also provide the supervision, materials, and equipment necessary to complete the Collection Services in accordance with the terms of this Contract. Collection of Solid Waste, Bulky Waste, Recyclables and Yard Waste by Contractor shall be mandatory for all Household Units in the Village, and all such Household Units shall be required by the Village to use the Collection Services to be provided exclusively by Contractor pursuant to this Contract. The scope of the Collection Services to be provided by Contractor hereunder shall not be amended or modified without the mutual consent of the parties hereto. The Village hereby grants to Contractor the right, and Contractor hereby accepts the obligation, to collect, transport and dispose of all Solid Waste and Recyclables generated by Household Units within the legal boundary limits of the Village as its legal limits may be modified from time to time by annexation during the term of this Contract (collectively the “Collection Services”). Other private or public refuse collectors shall not be permitted by the Village to provide Collection Services to Household Units within the legal boundary limits of the Village during the term of this Contract.

4. **Solid Waste and Bulky Waste Collection:** Contractor shall collect Solid Waste that is timely placed at the Set-out Site no later than 6:30 a.m. by Customers. Contractor shall not begin actual collection before 6:30 a.m. and not continue past 6:00 p.m. unless authorized by the Village. All Solid Waste subject to collection by Contractor pursuant to this Contract shall be placed in Automated Approved Container. Bulky Waste shall be placed at the Set-out Site for collection and Customer shall contact Contractor in advance to arrange for collection. Contractor shall not comingle Solid Waste from the Village with Solid Waste from other municipalities, nor shall Contractor comingle Solid Waste with Recyclables. Please see Exhibit B for further clarification as provided in the RFP documents. Any Contractor request to change collection day shall be provided in writing and will require written approval by the Village Administrator, which request shall not be unreasonably denied. Contractor shall be responsible for all costs necessary to adequately notify residents of any day change.

4A. The Collections provided in the Manual Collection Area shall be on a weekly basis. Customer shall place Solid Waste in Manual Collection Approved Containers. Customer shall be limited to three (3) Manual Collection Approved Containers per week.

4B. Village and Customers shall be allowed to deliver Bulky Waste or additional Solid Waste at the GFL Transfer Station located at 630 East Industrial Drive in Hartland, Wisconsin. Customer shall show proof of residency within the Village, and Contractor shall accept materials at no additional charge to the Customer. Disposal rates shall be charged per Exhibit A. Items accepted for disposal shall be limited to material that is accepted in a Wisconsin landfill.

5. **Equipment and Time of Pickup:** Solid Waste and Recyclables collection shall occur between 6:30a.m. and 6:00 p.m., on a weekly basis on the same day. Any change to the collection day shall be provided in writing and will require written approval by the Village, which shall not be unreasonably denied. Contractor shall be responsible for all costs related to informing Household Units of any change to collection day. Contractor's equipment shall be clearly marked with Contractor's name and shall be utilized in a manner specified by the manufacturer of such equipment to minimize or to prevent the blowing or scattering of any materials onto the public streets or properties adjacent thereto. Any collections that have to be cancelled due to inclement weather will be collected on the following business day. Any collections that were missed and were set out by 6:30 a.m. on day of collection shall be collected at no additional cost within one business day following notification of missed pick-up. When Contractor does not make a collection because of a violation of this Contract by the Customer, Contractor shall promptly inform Customer by means of a non-collection notice posted at the Customer's property when and why a collection was not made. Customer shall have the ability to reschedule a pickup for a cost of \$20, to be charged directly to the Customer. Contractor shall handle all containers with care and place them within 5 feet of the Set-out Site, upright and with lid on top.

6. **Disposal of Solid Waste:** Contractor shall deliver all Solid Waste and Bulky Items collected hereunder to a licensed landfill, including the Contractor's designated disposal site, that being either the GFL Emerald Park Landfill located in Muskego, Wisconsin; or the GFL Glacier Ridge Landfill located in Horicon, Wisconsin. Fees for disposal are included in the rates set forth in Exhibit A. In the event the Village designates a disposal facility other than those listed previously, then any increase in costs hereunder shall be the responsibility of the Village, and will be reimbursed to the Contractor by the Village as incurred.

7. **Recyclables Collection:** Contractor shall collect Recyclables that are timely placed at the Set-out Site no later than 6:30 a.m. by Customers on the day of collection on a bi-weekly basis. All Recyclables subject to collection by Contractor pursuant to this Contract shall be placed in Automated Approved Container. The Contractor shall comply with the provisions below, which are required to maintain eligibility for access to the Joint MRF, pursuant to an intergovernmental agreement (IGA) between the Village and Waukesha County. The purpose of the IGA is to provide County financial support to the Village, for recycling containers and the direct haul of Recyclables to the Joint Village/County MRF in Milwaukee ("Joint MRF"). Customers shall use the Approved Recyclables Containers only for the purpose for which they are intended and shall not make any

alterations or improvements thereto. Any Contractor request to change collection day shall be provided in writing and will require written approval by the Village Administrator, which request shall not be unreasonably denied. Contractor shall be responsible for all costs necessary to notify residents of any day change.

7A. The Collections provided in the Manual Collection Area shall be on a weekly basis. Customer shall place Recyclables in Manual Collection Approved Containers. Customer shall be limited to three (3) Manual Collection Approved Containers per week.

A. Approved Recyclables Container Provisions

- i. Container Standards. All Approved Recyclables Containers shall be for single sort recyclables and shall meet County standards for in-mold labeling, identifying recyclable and non-recyclable/hazardous materials. All containers shall have a ten (10) year warranty and shall remain the property of the Contractor.
- ii. Replacement Containers. In the event a Household Unit requires a replacement Approved Recyclables Container due to theft, negligence or damage beyond normal wear and tear, a fee of \$45 shall be charged to the Household Unit for the 32 gallon containers, and \$75 for the 95 gallon containers.
- iii. Distribution and Use of Approved Recyclables Containers. Contractor shall distribute one (1) 32 gallon or (1) 95 gallon Approved Recyclables Container to each Household Unit within the Village. If Contractor observes any misuse of an Approved Recyclables Container by a Customer then Contractor shall notify any such Customer at the time such misuse is observed by posting a notice at the property, and shall track and report a summary of non-compliance to the Village monthly.
- iv. Distribution of Educational Materials. Contractor shall attach educational materials to the top of each Approved Recyclables Container upon delivery as noted above. The educational materials will be provided to the Village by Contractor at no cost to the Village.
- v. Contractor Report on Containers. Contractor shall provide the County an annual (calendar year) report by February 1 each year during the Term consisting of the number and size(s) of Approved Recyclables Containers used within the Village, including the number of Household Units that were provided two (2) 32-gallon Approved Recyclables Containers.

B. Direct Haul Provisions

- i. Direct Haul. Contractor shall deliver all Recyclables collected by Contractor pursuant to this Contract to the Joint MRF.
- ii. Delivery Protocol. Contractor shall coordinate delivery times with the Joint MRF operator (i.e., Republic) to maximize efficiencies at the truck scale and tip floor and minimize traffic back-ups. For all Recyclable deliveries to the Joint MRF pursuant to this Contract, Contractor shall comply with County protocol, which is subject to periodic updates to meet the stated intent.
- iii. Record Keeping and Reports. Contractor shall keep records of its Recyclables collection pursuant to this Contract and provide all requested data and reports to the County as needed to administer the IGA and maintain compliance with applicable state or local codes, program rules, and the protocol for delivery of Recyclables to the Joint MRF. This includes, but is not limited to, providing up-to-date information on haul routes, collection days and times, and vehicles used to collect Recyclables.
- iv. Alternate Processing. In the event the Joint MRF is unable to accept Recyclables, the Contractor shall deliver Recyclable materials to an alternate location as directed by the County. Any additional transportation and processing costs will be paid to Contractor by the Village.

8. **Yard Waste Collection:** Contractor shall collect Yard Waste that is timely placed at the Set-out Site no later than 6:30 a.m. by Customers per schedule. Contractor shall not begin actual collection before 6:30 a.m. and not continue past 6:00 p.m. unless authorized by the Village. All Yard Waste subject to collection by Contractor pursuant to this Contract shall be placed in compostable bags or containers not to exceed thirty-two (32) gallons in capacity, and shall not have a gross weight of more than fifty (50) pounds. Tree limbs and branches shall be bundled, not to exceed four feet in length, and not to exceed twelve inches in diameter. Yard Waste shall be collected eleven (11) times on an annual basis.

9. **Rates:** The monthly rates shall be set forth in Exhibit A.

10. **Rate Adjustments:** In addition to the adjustments to the Service fees set forth in Exhibit A, the Service Fees shall also be increased annually on January 1 each calendar year beginning in 2023, by the greater of either (a) 1.5% or (b) the annual Consumer Price Index report as provided by the U.S. Bureau of Labor Statistics (CPI-U, Midwest, All Items; September release), but shall not exceed 4.5%. The rates charged by Contractor shall further be changed on a pro-rata basis to reflect any

changes in costs actually incurred by Contractor due to any change or interpretation in law, rule or regulation, which increases shall be evidenced by written documentation provided by Contractor to the Village on an annual basis at minimum. The rates set forth may be decreased on a pro-rata basis to reflect any decreased costs due to any change or interpretation in law, rule or regulation, which decreases shall be evidenced by written documentation provided by Contractor to the Village. The rates set forth herein are for Collection Services performed in the normal and ordinary course. If an event results in Solid Waste, Bulky Waste or Recyclables being generated in excess of the normal and ordinary course, then the Contractor and Village will negotiate in good faith the rates applicable to such additional services.

11. **Contractor Provided Approved Containers:**

A. Contractor shall provide one (1) Automated Approved Container for Solid Waste and one (1) Automated Approved Container for Recyclables to each Household Unit within the Automated Collection Areas. Contractor will replace, without cost, any Approved Container damaged by Contractor during the collection process. Any Approved Container damaged by a Customer beyond normal wear and tear, or lost, stolen, or otherwise rendered unusable, will be replaced by Contractor and the replacement cost will be charged to and paid by the Household Unit at a fee of \$75 per Automated Approved Container. All Automated Approved Containers furnished by Contractor for use by Customers shall, while in the possession and control of the Customer, remain the property of Contractor, and neither the Customer nor the Village shall have any ownership rights to such Automated Approved Containers. Customers shall use the Automated Approved Containers only for the purpose for which they are intended and shall not make any alterations or improvements thereto.

B. Contractor shall provide one (1) Manual Collection Area-Approved Container for Recyclables to each Household Unit within the Manual Collection Area. Contractor will replace, without cost, any Approved Container damaged by Contractor during the collection process. Any Approved Container damaged by a Customer beyond normal wear and tear, or lost, stolen, or otherwise rendered unusable, will be replaced by Contractor and the replacement cost will be charged to and paid by the Household Unit at a cost of forty-five dollars (\$45) per Manual Collection Area-Approved Container. All Manual Collection Area-Approved Containers furnished by Contractor for use by Customers shall, while in the possession and control of the Customer, remain the property of Contractor, and neither the Customer nor the Village shall have any ownership rights to such Manual Collection Area-Approved Containers. Customers shall use the Manual Collection Area-Approved

Containers only for the purpose for which they are intended and shall not make any alterations or improvements thereto.

12. **Payment to Contractor:** Contractor shall submit invoices directly to the Village on a monthly basis for services rendered hereunder for the prior month based on the number of Household Units and tonnage of Solid Waste collected and disposed of within the Village. On a monthly basis, the Village shall notify Contractor of any new or removed Household Units within the Village. At any time during the Term, either party may request a physical Household Unit Count (but no more frequent than once each calendar year) whereby representatives from both the Village and the Contractor shall jointly conduct a physical count of the number of Household Units and the number of Approved Containers in the Village. In the event of any dispute concerning the number of Household Units then a joint physical count of the number of Household Units shall prevail. All Household Unit Counts shall be effective prospectively and shall not be effective retroactively. The Village shall pay Contractor the full amount invoiced, regardless of the amount actually collected by the Contractor from the Household Units in the Village, within thirty (30) days after the date of Contractor's invoice. Additional services requested by a Customer (such as a call back collection, additional collection, collection of materials not included in this contract, or rental of a dumpster) shall be arranged and billed directly to the Customer and not to the Village.

13. **Service Issues:** The Contractor will answer complaints or questions from the public concerning service issues. As such, Contractor shall provide a live operator and telephone answering service from 7:30 a.m. until 4:30 p.m. Monday through Friday, excluding holidays, for the purpose of receiving complaints and other calls regarding Collection Services provided by Contractor. The location for the Call Center shall be Hartland, Wisconsin. The Contractor shall act upon all reasonable and valid complaints within forty-eight (48) hours of receipt of the complaint by Contractor.

Contractor shall clean up litter when caused by debris not being placed appropriately and securely within the Contractor's equipment. Contractor will prevent oil, hydraulic fluid, paint or other liquid from leaking out of vehicles. Contractor will, without undue delay, clean up leaked fluids with absorbent materials, remove same from the ground and apply cleaning agents to soiled surface. All solid waste and recyclable materials shall be collected and transported in such a manner as to avoid damage or destruction to any property and injury or death to any person and to prevent falling or spilling of material.

14. **Licenses and Taxes:** The Contractor shall obtain and keep current all licenses and permits required by applicable law for the performance of the services contemplated herein. Any increases in the costs of such licenses and permits, or the cost of any newly required license or permit during the course of this Contract will be the responsibility of the Village and will be billed by Contractor as incurred.

15. **Indemnification and Insurance:** The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Worker's Compensation, Automobile/Vehicle Liability, and Commercial General Liability insurance. The Contractor agrees to furnish the Village certificates of insurance and all required endorsements to reflect that such insurance has been procured and is in force upon request.

For the purpose of this Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

- a) Commercial general liability insurance with a limit of not less than the greater of (i) \$1,000,000 per occurrence and \$2,000,000 general aggregate.

- b) Vehicle liability insurance, including coverage for owned, non-owned and hired vehicles, with a combined single limit of not less than the greater of \$1,000,000 and containing the broad form pollution endorsement.

- c) Worker's compensation insurance in the amount of state and federal statutory requirements; and

- d) Employer's liability insurance with a limit of not less than \$1,000,000.

- e) Excess Liability coverage with a limit of not less than \$5,000,000.

Contractor shall cause the Village, its elected and appointed officials, officers, employees, and authorized representatives, to be named as an additional insured on the Commercial General Liability Policy, excess liability policy, and the Automobile/Vehicle Policy. All insurance contracts to be procured and maintained by Contractor pursuant to this Contract shall be written with a carrier whose A.M. Best rating is not less than A+. Prior to commencement of Contractor's Services, Contractor shall provide Village with certificates of insurance and endorsements evidencing the same. Coverage shall be written on a primary and non-contributory basis. Waivers of subrogation

in favor of the Village must be endorsed on the Contractor's coverages for all insurance required and provided to the Village. All insurance policies shall be endorsed to provide the Village with 30 days notice of cancellation of insurance and 10 days notice of non-renewal.

A. In any and all claims against an indemnified party, its elected and appointed officials, officers, employees or authorized representatives, or authorized volunteers by an employee of an indemnifying party, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the indemnifying party or any subcontractor under worker's compensation, disability benefit, or other employee benefit laws.

No part of this Indemnity Provision shall give rise to any duties not otherwise provided for by this Contract or by operation of law. No part of this Indemnity Provision shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist under this Contract or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Contract. Any conflict or ambiguity arising between any indemnity provisions in this Contract shall be construed in favor of indemnified parties except when such interpretation would violate the laws of Wisconsin.

The indemnifying party shall reimburse the indemnified party, its elected and appointed officials, officers, employees, authorized representatives, and authorized volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The indemnifying party's obligation to indemnify shall not be restricted to insurance proceeds, if any received by the indemnified party, its elected and appointed officials, officers, employees, authorized representatives, or authorized volunteers.

B. The Contractor will indemnify, defend and hold harmless the Village, its officers, agents, and employees from and against all claims, suits, damages and losses arising out of the negligent or intentional act(s) or failure(s) to act of the Contractor its officers, agents, and employees in the Contractor's performance of this Contract; provided however, nothing herein shall require Contractor to indemnify, defend or hold the Village harmless from any such damages that result from, are due to or arise solely from the acts of, or any failure to act by, the Village or its employee(s).

C. **Pollution Liability Coverage.** Contractor shall provide coverage for pollution conditions resulting from transported cargo, with annual limits of not less than \$2 million per occurrence and \$4 million aggregate, covering loss (including cleanup costs) that Contractor becomes legally obligated to pay as a result of claims for bodily injury, property damage, and cleanup costs, (including but not limited to, expenses required by environmental laws or incurred by Federal, State, or local governments or third parties) resulting from pollution conditions caused by transported cargo (including waste). For the purpose of this Subsection, "pollution conditions" includes the dispersal, discharge, release, or escape of any solid, liquid, gaseous or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials) into or upon land, any structure on land, the atmosphere, or any watercourse or body of water (including groundwater), provided the conditions are not naturally present in the environment in the amounts or concentrations discovered. The pollution liability coverage must provide contractual liability coverage, by endorsement, if necessary, for Contractor's indemnification of the Village. Contractor's general liability policy may be endorsed to provide the required pollution liability coverage.

D. The Village shall be named as an "Additional Insured", and Contractor's insurance coverage shall be primary insurance with respect to the Village. Any insurance, self-insurance, or insurance pool coverage maintained by the Village shall be excess of Contractor's insurance and shall not contribute to it.

16. **Independent Contractor:** Contractor is in all respects an independent contractor and is in no respect an agent, servant, or employee of the Village.

17. **Legal Holidays:** The following legal holidays shall be observed by the Contractor ("Holiday"): New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a Holiday falls on the normally-scheduled collection day or falls on the same week prior to the normally-scheduled collection day, the Contractor shall provide Collection Services one day later for each of the normally-scheduled collection days remaining in that week, including Saturday. For example, if the normally-scheduled collection day is Friday during the week of Memorial Day, the collection day will be delayed to Saturday.

18. **Force Majeure:** If, and to the extent Contractor is precluded from performing its duties and obligations under this Contract as the result of an Act of God, authority of laws, riots, or other causes beyond its control (a "Force Majeure Event"), Contractor shall be excused to the extent that its performance continues to be precluded by such acts and shall not be considered in default. Contractor shall work with the Village to work around a Force Majeure Event and shall resume its duties and obligations as soon as possible following cessation of the Force Majeure Event.

19. **Amendments:** This Contract constitutes the entire agreement of the parties regarding the subject matter hereof and may be amended or modified only by written agreement signed by both parties.

Emergency Services may be needed during a natural disaster or man-made disaster. Should such services be required, Contractor agrees to provide Emergency Services as outlined in Exhibit C. Fees identified therein are subject to rate adjustments as identified above for the year services are provided.

20. **Notices:** All notices or other communication to be given hereunder shall be in writing and shall be deemed given when mailed by United States Certified Mail, addressed to:

If to the Village:

Village of Summit
Village Administrator-Clerk/Treasurer
37100 Delafield Road
Summit, WI 53066

If to the Contractor:

GFL Environmental Services
Attn: Municipal Market Manager or General Manager
630 Industrial Drive
Hartland, WI 53029

21. **Default:** The occurrence of any of the following shall constitute a default (“Default”) by Contractor.
1. Contractor’s failure to adequately and timely perform or deliver the required Collection Services;
 2. Contractor becomes insolvent or does not or cannot pay or admits in writing to its inability to pay its debts as they mature;
 3. Contractor makes an assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of assets;
 4. Contractor becomes the subject of an “order for relief” within the meaning of the United States Bankruptcy Code or files a petition in bankruptcy, for reorganization, or to affect a plan or other arrangement with creditors;
 5. Contractor has a petition or application filed against it in bankruptcy or any similar proceeding or has such a proceeding commenced against it, and such petition, application, or proceeding shall remain undismitted for a period of ninety (90) days

or the Contractor files an answer to such petition or application, admitting the material allegations thereof;

6. Contractor applies to a court for the appointment of a receiver or custodian for any of its assets or properties or has a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his appointment;
7. Contractor adopts a plan of complete liquidation of its assets;
8. Contractor makes a material misrepresentation to Village;
9. Contractor fails to perform any material provision of this Contract.

The occurrence of any of the following shall constitute a default by Village:

1. Village makes a material misrepresentation to Contractor;
2. Village fails to perform any material provision of this Contract.

If either party Defaults in this Contract for thirty (30) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, any nonbreaching or defaulting party may: (i) terminate this Contract; (ii) bring an action for specific performance; or (iii) bring an action for money damages. No remedy is intended to be exclusive of any other remedy but each and every such remedy shall be cumulative. .

To ensure the performance of this Contract, Contractor will provide a performance bond (Bond) from an insurance company licensed to transact business in the State of Wisconsin. The surety instrument must authorize the beneficiary Village to draw, in one or more drawings, not more than three (3) months of the estimated service costs of the Village when there is a default by Contractor. This section shall survive the termination of the contract for one (1) year. The surety instrument must be transferable to any successor or assigns of the Village.

22. **Dispute Resolution.** The parties agree to participate in good faith to resolve any dispute, claim or controversy (“Disputes”) arising out of or relating to this Contract. If the Dispute is not resolved by negotiation it shall be resolved in Wisconsin Circuit Court, Waukesha County. The laws of the State of Wisconsin shall apply to any dispute and the parties stipulate that venue is appropriate in Waukesha County.
23. **Reports.** Contractor shall prepare and submit monthly reports consisting of a summation of the

amount of Solid Waste, Recyclables, and Bulky Wastes are collected pursuant to this Contract. Reports shall also include a Summary of Customer issues / complaints reported during the period along with the resolution of such issue.

24. **Miscellaneous:**

- A. **Applicable Law.** This Contract is to be construed according to the statutes and laws of the State of Wisconsin.
- B. **Severability.** If any term, covenant, condition or provision of this Contract shall be construed to be illegal, invalid or unenforceable, the Parties agree to meet and negotiate in good faith concerning substitute language to give effect to the Parties' intentions.
- C. **Assignment.** This contract is not assignable without the written consent of the other party.

25. **Hardship Services:** Contractor shall provide "Non-Curbside Service" to Disabled Persons as approved by Contractor who are physically unable to place the Approved Containers Curbside for collection by Contractor at the designated collection days contemplated by this Agreement. In no case will the quantity of persons receiving Non-Curbside Services exceed two percent (2%) of the total Household Units located in the Village. Contractor shall provide Non-Curbside Service at no additional charge than the Service Fees then in effect for those residents not physically able to take Approved Containers to Curbside, provided however, that such exemption will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Approved Containers at Curbside. Prior to Contractor being required to provide such Non-Curbside Service to any person, any such person requesting Non-Curbside Service must obtain a physician's certificate certifying such disability and provide the physician's certificate to Contractor for approval. In no event will Non-Curbside Service be provided at a distance of more than 150 feet from the public roadway in Automated Collection Areas. Non-Curbside Services are not available for the collection of Bulky Waste and shall only be provided to Disabled Persons at Residential Premises.

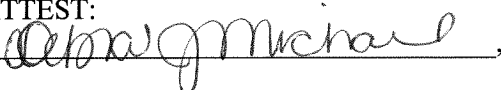
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the day and year first above written.

**The Village of Summit
a Wisconsin municipality**

By , Village President

Date: 2/18/2022

Printed Jack Riley

ATTEST:
,

Village Administrator-Clerk/Treasurer

Date: 2/18/2022

Printed Debra J. Michael

**GFL Solid Waste Midwest, LLC,
a Wisconsin limited liability company**

By _____

Date: _____ Its _____

EXHIBIT A

SCHEDULE A BASIC RESIDENTIAL CONTRACT SERVICES

			Total Households/Units: estimated 2091
Contract Service Description	Service Day(s)	Automated Curbside Service Fee Per Unit Per Month (EOW Recycling Collection)	Disposal Fee (Cost per Ton) SEE SCHEDULE F
Weekly Refuse Collection (not including disposal or receptacle fee)		\$7.88	
Disposal of Refuse (Landfill fee \$/ton including the State tip fee)*			\$42.00
Single Stream Recyclables Collection & Delivery to Waukesha County/City of Milwaukee MRF (not including receptacle fees)		\$4.33	

* State tip fee is not subject to annual CPI adjustments

SCHEDULE B - ADDITIONAL RESIDENTIAL SERVICE CHARGES

	\$/HH/Month	\$/Pull (Drop-off Site)
Bulky Item Collection (Weekly)	NO CHARGE (1 item weekly)	
Bulky Item Collection Fee (Freon Appliances)		
Drop off Bulk Event Held at specific location (30 Yard Dumpster)		\$200.00
Yard Waste Collection* (PRICING BASED ON 11 ANNUAL CURBSIDE COLLECTIONS)	\$ 1.90	\$235.00

SCHEDULE D - PROVISION OF RECEPTACLES AND RELATED SERVICES*

Receptacle (Recycling and Refuse) * Assume a 36 month contract period. Lease to own recycling receptacles	Recycling Receptacle		Refuse Receptacle	
	Lease Only \$/HH/Month (Contractor Owned)		Lease Only \$/HH/Month (Contractor Owned)	
96 gallon (Including Maintenance Cost, Not Retrieval Costs)	\$0.00		\$0.00	
Receptacle Retrieval charge	\$7.00		\$7.00	

SCHEDULE E - MUNICIPAL and MULTI-UNIT COLLECTION & DISPOSAL (DUMPSTER) SERVICES

Refuse Collection & Disposal and Recycling Collection	Refuse Size & Quantity	Refuse Collection Frequency	Recycle Size & Quantity	Recycle Collection Frequency	Total Annual Number of Picks
Village Hall at 37100 Delafield Road	1-2yd	weekly	1-2yd	weekly	52

SCHEDULE F

SOLID WASTE DISPOSAL					
Year	Amount Subject To CPI	County/Local Fees	State Tipping Fee	Total	
2022	\$21.50	\$7.50	\$13.00	\$42.00	
2023	TBD	\$7.89	\$13.00	TBD	
2024	TBD	\$8.30	\$13.00	TBD	
2025	TBD	\$8.73	\$13.00	TBD	
2026	TBD	\$9.19	\$13.00	TBD	
2027	TBD	\$9.66	\$13.00	TBD	
2028	TBD	\$10.17	\$13.00	TBD	

EXHIBIT C

Emergency Services (as needed)

Contractor shall provide 30 yard containers for either Solid Waste or Recyclables at the Village's Public Works Building or other areas in the Village upon request of the Village Public Works Director or other approved Village Staff. Fees for such service are as identified below and subject to rate adjustments identified in this contract:

- \$200 per haul; plus disposal fee

Extra personnel can be provided for collection and beyond in an Emergency for additional roadside collections (downed trees, floods, etc.) at the following rates and subject to rate adjustments identified in this contract:

- One man Crew \$200 /hr.
- Two man crew \$250/ hr.

In the event the Village would need to or elect to haul material directly to a landfill identified in this contract, disposal rate would be the rate identified per ton subject to rate adjustments identified in this contract.

EXHIBIT D

Subscription Up-the Drive Services

Solid Waste Collection: Contractor shall collect Solid Waste that is timely placed in a safe and efficient site accessible to the Contractor for the Customer's placement of Approved Containers for collection, with Approved containers generally located anywhere on the driveway, typically near the front of the garage or other easily identifiable area no later than 6:30 a.m. by Customers on the day of collection. Contractor shall not begin actual collection before 6:30 a.m. and not continue past 6:00 p.m. unless authorized by the Village. All Solid Waste subject to collection by Contractor pursuant to this Contract shall be placed in Customer-provided containers or plastic bags which shall not exceed thirty-two (32) gallons in volume or have a gross weight of greater than fifty (50) pounds.

Recyclables Collection: Contractor shall collect Recyclables that is timely placed in a safe and efficient site accessible to the Contractor for the Customer's placement of Approved Containers for collection, with Approved containers generally located anywhere on the driveway, typically near the front of the garage or other easily identifiable area no later than 6:30 a.m. by Customers on the day of collection. Contractor shall not begin actual collection before 6:30 a.m. and not continue past 6:00 p.m. unless authorized by the Village. All Recyclables subject to collection by Contractor pursuant to this Contract shall be placed in Contractor-provided Approved Container or containers clearly identifiable as Recyclables which shall not exceed thirty-two (32) gallons in volume or have a gross weight of greater than fifty (50) pounds.

Cost:

- Household Units located in Manual Collection Area shall be charged a rate of \$80 annually. This shall be paid by the Household Unit in advance, and the billing shall be recurring annually. The rate shall be adjusted on an annual basis per Rate Adjustment per section 10 Rate Adjustments.
- Household Units located in Automated Collection Area shall be charged a rate of \$120 annually. This shall be paid by the Household Unit in advance, and the billing shall be recurring annually. The rate shall be adjusted on an annual basis per Rate Adjustment per section 10. Rate Adjustments.



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 30, 2026

Re: Consideration and Action on a Proposed Resolution Proclaiming April 24, 2026 as Arbor Day in the Village of Summit

PURPOSE:

Arbor Day is a secular day of observance in which individuals and groups are encouraged to plant trees. Arbor Day is celebrated throughout the US, as well as in many countries across the world.

BACKGROUND:

In August 2022, the Village Board directed Village staff to complete the protocol and steps that would allow the Village to pursue Tree City USA designation. One of the requirements of this recognition is to observe the holiday, as well as to pass an official Arbor Day proclamation.

RECOMMENDATION:

Village staff recommends that the Village Board adopt Resolution 26-483 proclaiming April 24, 2026 as Arbor Day in the Village of Summit.

ATTACHMENTS: Resolution 26-483 2026 Arbor Day Proclamation (DRAFT)

FISCAL IMPACT: None

RECOMMENDED MOTION: **Motion to adopt Resolution 26-483 Proclaiming April 24, 2026 as Arbor Day in the Village of Summit.**

STATE OF WISCONSIN

VILLAGE OF SUMMIT

WAUKESHA COUNTY

RESOLUTION NO. 26-483

2026 ARBOR DAY PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and,

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and,

WHEREAS, Arbor Day is now observed throughout the nation and the world on the last Friday of April each year; and,

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and,

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and,

WHEREAS, trees in our village increase property values, enhance the economic vitality of business areas, and beautify our community.

NOW, THEREFORE, I, Jack Riley, President of the Village of Summit, do hereby proclaim April 24, 2026 as **ARBOR DAY** in the Village of Summit, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

Adopted this 9th day of April, 2026.

Jack Riley, Village President

ATTEST:

Debra J. Michael, Village Administrator-Clerk/Treasurer

Proposed by: Village Administration

Prepared by: Kamron Nash, P.E., Public Works Director



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MEMORANDUM

To: Village Board

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

Date: March 24, 2026

Re: Discussion and Action on Resolution No. 26-482 Amending Cemetery Charges and Fees Pursuant to Ordinance No. 22-2014

PURPOSE:

To review and request approval of changes to the burial and niche opening fees in the Cemetery Purchase Price Schedule, as recommended by the Cemetery Board.

BACKGROUND:

At the February 20, 2026 Special Cemetery Board meeting, the Cemetery Board reviewed changes recommended to cemetery burial and niche opening fees. No recommendations were made to amend the pet ossuary fees or the purchase fees for graves and columbarium niches, which will be reviewed more in depth in the future once the second columbarium costs have been determined. A copy of the summary from the meeting that provides additional detail has been attached, including survey results for fees from peer municipal cemeteries in our area.

There are two main recommendations:

1. Create and implement a “winter” rate for December through March for full casket, cremains, and infant burials to account for additional effort required when the ground is frozen.
2. Update the upcharge for weekends and holidays to more accurately reflect actual overtime costs to the Village, and apply this same upcharge to any burials scheduled to begin after 2:00 p.m. on weekdays.

GRAVE/NICHE OPENING PRICE SCHEDULE – Recommended Changes

	Existing Fees	Proposed Fees			
		Weekdays before 2:00 p.m.		Weekdays after 2:00 p.m., Weekends, Holidays	
		Non-Winter	Winter	Non-Winter	Winter
INFANT	\$ 330	\$ 350	\$ 450	\$ 600	\$ 700
FULL BURIAL	\$ 935	\$ 1,100	\$ 1,600	\$ 1,350	\$ 1,850
CREMATION	\$ 495	\$ 550	\$ 700	\$ 800	\$ 950
NICHE	\$ 330	\$ 375	\$ 375	\$ 625	\$ 625

RECOMMENDATION:

The Cemetery Board has made a recommendation to adopt the proposed Summit Cemetery Fee Schedule by approving Resolution No. 26-482 Amending Cemetery Charges and Fees Pursuant to Ordinance No. 22-2014.

ATTACHMENTS:

Resolution No. 26-482 Amending Cemetery Charges and Fees Pursuant to Ordinance No. 22-2014 (*DRAFT*)

2/20/2026 Cemetery Board Meeting Staff Report – Discussion & Action on Cemetery Fee Schedule Update (*dated 2/18/26, with attachments*)

FISCAL IMPACT:

Revision of the burial and opening fees will result in the Village recovering fully burdened labor costs that are more in line with actual costs incurred.

RECOMMENDED MOTION:

Motion to approve Resolution No. 26-482 Amending Cemetery Charges and Fees Pursuant to Ordinance No. 22-2014.

RESOLUTION NO. 26-482

RESOLUTION AMENDING CEMETERY CHARGES AND FEES PURSUANT TO ORDINANCE NO. 22-2014

WHEREAS, the Village Board of the Village of Summit, Waukesha County, Wisconsin, passed Ordinance Number 22-2014 on July 3, 2014 regulating the cemetery; and

WHEREAS, pursuant to said ordinance, Section 97-11, the Village Board shall establish by resolution the purchase price of the lots and/or perpetual care and the price for charges such as opening and closing; and

WHEREAS, the Cemetery Board has reviewed the charges and fees applicable to burial and niche opening fees and has recommended to the Village Board that certain burial and niche opening fees are amended; and

WHEREAS, the Village Board of the Village of Summit has considered the burial and niche opening fees recommended by the Cemetery Board and is of the opinion that said fees and charges are reasonable and should be incorporated into the Village Cemetery purchase price schedule;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Village Board of the Village of Summit, Waukesha, Wisconsin, that the following fees and charges are approved and are effective on April 9, 2026:

CEMETERY PURCHASE PRICE SCHEDULE**GRAVE AND COLUMBARIUM NICHE PRICE SCHEDULE**

PER GRAVE	VILLAGE RESIDENT OR PROPERTY OWNER	\$935.00		
PER GRAVE	NON-VILLAGE RESIDENT	\$1,155.00		
PER NICHE	COLUMBARIUM NICHE COST VARIES BY LOCATION	SINGLE NICHE		
		ROW 6 (TOP)	\$1,100.00	\$1,100.00
		ROW 5	\$990.00	\$990.00
		ROW 4	\$990.00	\$990.00
		ROW 3	\$990.00	\$990.00
		ROW 2	\$990.00	\$990.00
		ROW 1 (BOTTOM)	\$880.00	\$880.00
		DOUBLE NICHE		
		ROW 6 (TOP)	\$2,090.00	\$2,090.00
		ROW 5	\$1,870.00	\$1,870.00
		ROW 4	\$1,870.00	\$1,870.00
		ROW 3	\$1,870.00	\$1,870.00
		ROW 2	\$1,870.00	\$1,870.00
		ROW 1 (BOTTOM)	\$1,650.00	\$1,650.00

TRANSFER OF DEED PER GRAVE/NICHE: \$50.00

REPURCHASE: 10% LESS THAN ORIGINAL PURCHASED PRICE

GRAVE/NICHE OPENING PRICE SCHEDULE

WEEKDAYS BEFORE 2:00 P.M.		
	APRIL - NOVEMBER	DECEMBER - MARCH
INFANT	\$350	\$450
REGULAR GRAVE	\$1,100	\$1,600
CREMATION	\$550	\$700
NICHE	\$375	\$375
WEEKDAYS AFTER 2:00 P.M., HOLIDAYS & WEEKENDS		
	APRIL - NOVEMBER	DECEMBER - MARCH
INFANT	\$600	\$700
REGULAR GRAVE	\$1,350	\$1,850
CREMATION	\$800	\$950
NICHE	\$625	\$625

PET OSSUARY PRICE SCHEDULE

WEEKDAYS BEFORE 2:00 P.M.	
STANDARD PET CREMAINS (includes cats, dogs, and other small household pets)	\$300
LARGE PET OR FARM ANIMAL CREMAINS	\$500
WEEKDAYS AFTER 2:00 P.M., HOLIDAYS & WEEKENDS	
STANDARD PET CREMAINS (includes cats, dogs, and other small household pets)	\$385
LARGE PET OR FARM ANIMAL CREMAINS	\$585

*Pet Ossuary fees include memorial brick with two lines of engraved text. Purchase of additional memorial bricks or custom engraving are available at additional cost.

BE IT FURTHER RESOLVED THAT the above fees and charges shall be in effect until changed by further resolution, and any earlier resolution or motion inconsistent with this resolution is hereby repealed.

Adopted this 9th day of April, 2026.

VILLAGE OF SUMMIT

APPROVED:

Jack Riley, Village President

ATTEST:

Debra J Michael, Village Administrator-Clerk/Treasurer



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MEMORANDUM

To: Cemetery Board

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

Date: February 18, 2026

Re: Discussion and Action on Cemetery Fee Schedule Update

PURPOSE:

To provide recommendations to the Cemetery Board on the adjustment of rates on the Cemetery fee schedule.

BACKGROUND:

At the October 10, 2025 Cemetery Board meeting, staff were directed to look at rates on the Cemetery fee schedule and to make a recommendation on appropriate adjustments. Staff performed a survey of municipal cemeteries in Waukesha County, which is attached for reference. Note that New Berlin Centre Cemetery (City of New Berlin) and Richmond Cemetery (Town of Lisbon) did not respond to a request for cost information and are not included. Cost data for 12 municipal cemeteries, in addition to the Summit Cemetery, are included in the survey for purchase costs, perpetual care fees, and burial/opening fees.

Pet Ossuary Fees

Pet ossuary fees were not solicited in the survey, as the only other cemetery in the area that staff are aware of with a pet ossuary is Prairie Home Cemetery in Waukesha. Pet ossuary fees were only recently established, and there have not been any sales to date. **It is not recommended that pet ossuary fees are updated at this time.**

Purchase Fees – Graves, Columbarium Niches

The Village of Summit's fees for purchase of grave sites and columbarium niches are not out of line with other cemeteries. The cost for graves in the survey varies between \$250 to \$1,735 for a single site, and the Village's fees are \$935 for residents and \$1,155 for non-residents. Each of the cemeteries surveyed include perpetual care fees in their purchase cost. Only two other municipal cemeteries surveyed offer columbarium niches for purchase, with fees that are similar to those the Summit Cemetery offers. A second columbarium is scheduled to be installed in 2026, and the fee schedule will need to be adjusted once true costs are known. **It is recommended that any changes to the purchase fees for graves and niches are evaluated and considered after the second columbarium construction costs are known.**

Burial Fees

Staff put together a summary of actual costs for a burial/opening for both the warm season and weather season, using the average time to complete a burial and the equipment used. A fully burdened labor rate for DPW staff was also applied, which includes base wages and indirect expenses (e.g., fringe benefits, payroll taxes, insurance, etc.). A copy has been included for reference. **The current rates during the warm season are not significantly out of line with actual costs, and only slight modification of these rates is recommended to make the charges more uniform.**

Several other municipal cemeteries implement a “winter” rate for grave openings during months when there is frost in the ground. On average, it takes staff approximately 1.5 hours to fully dig and prepare a grave before a burial during the warmer months. In the winter, it can take 3 to upwards of 6 hours to do the same work. The current rate for burials does not differentiate between seasons and does not account for the additional effort required when the ground is frozen in the winter. **A recommendation has been provided to include a separate winter rate for December through March for full casket, cremains, and infant burials to account for the additional time and equipment involved.**

Currently, there is a rate set up for weekend and holiday burials with an upcharge of \$85. This amount does not fully cover the costs to the Village for DPW staff labor. In addition, there is no mechanism in place to recover overtime expenses related to weekday after-hours burials. **It is recommended that the upcharge for weekends and holidays is increased to \$250, and it is also recommended that this same upcharge is applied to any burials scheduled to begin after 2:00 p.m. on weekdays.**

A summary of the current rates, calculated actual costs, and proposed changes to the grave/niche opening fees is included in the table below. Note that changes are in red text. The rates below were recommended to offset actual burial costs or to come close to “break even.”

GRAVE/NICHE OPENING PRICE SCHEDULE – “Break Even”

	Current	Actual		Proposed				
		Non-Winter	Winter	Non-Winter	Winter	Δ	Upcharge*	Δ
INFANT	\$ 330	\$ 304	\$ 343	\$ 330	\$ 400	\$ 70	\$ 250	\$ 165
FULL BURIAL	\$ 935	\$ 860	\$ 1,361	\$ 950	\$ 1,450	\$ 500	\$ 250	\$ 165
CREMATION	\$ 495	\$ 304	\$ 343	\$ 500	\$ 650	\$ 150	\$ 250	\$ 165
NICHE	\$ 330	\$ 296	\$ 296	\$ 330	\$ 330	\$ -	\$ 250	\$ 165

**Burials scheduled to begin after 2:00 p.m. M – F, weekends, holidays.*

The Cemetery Board may consider increasing the base rates to help offset costs incurred by the Village related to general maintenance activities in the cemetery. The table below depicts 10%, 15%, and 20% increases to the “break even” rates

GRAVE/NICHE OPENING PRICE SCHEDULE – Additional Revenue

	Base Proposed		10% Increase		15% Increase		20% Increase	
	Non-Winter	Winter	Non-Winter	Winter	Non-Winter	Winter	Non-Winter	Winter
INFANT	\$ 330	\$ 400	\$ 365	\$ 440	\$ 380	\$ 460	\$ 400	\$ 480
FULL BURIAL	\$ 950	\$ 1,450	\$ 1,045	\$ 1,595	\$ 1,095	\$ 1,670	\$ 1,140	\$ 1,740
CREMATION	\$ 500	\$ 650	\$ 550	\$ 715	\$ 575	\$ 750	\$ 600	\$ 780
NICHE	\$ 330	\$ 330	\$ 365	\$ 365	\$ 380	\$ 380	\$ 400	\$ 400

**All fee increases are rounded to the nearest \$5.*

RECOMMENDATION:

Staff recommend that the Cemetery Board consider approval of rate increases for burial fees, including the implementation of a “winter” rate to account for additional effort related to preparing graves with frost in the ground and upcharging burials scheduled after-hours on weekdays. The Board may also consider increasing the burial fees by another 10 to 20% percent to help recover Village costs associated with general maintenance and upkeep of the cemetery. Any recommendation of rate changes by the Cemetery Board will be presented to the Village Board for approval.

ATTACHMENTS:

- Waukesha County Municipal Cemetery Fee Schedule Survey Results
- Calculation Worksheet for Burial Costs

FISCAL IMPACT:

Fiscal impacts to be determined, based on Cemetery Board direction.

RECOMMENDED MOTION:

Motion to make a recommendation to the Village Board to adopt the proposed Summit Cemetery Fee Schedule, as discussed at the meeting.

Cemetery Fee Schedule Survey Results

Cemetery	Grave Site Purchase		Niche Purchase		Perpetual Care	Burial Fees							
	Resident	Non-Resident	Single	Double		Full Burial		Cremains Burial		Infant Burial		Niche Opening	
						Standard	Upcharge	Standard	Upcharge	Standard	Upcharge	Standard	Upcharge
Summit Cemetery (V Summit)	\$935	\$1,155	\$880 - \$1,100	\$1,650 - \$2,090	Included	\$935	\$85 additional for weekends, holidays	\$495	\$85 additional for weekends, holidays	\$330	\$85 additional for weekends, holidays	\$330	\$85 additional for weekends, holidays
City of Delafield Cemetery	\$850	\$850	-	-	Included	\$750 Apr - Nov; \$850 Dec - Mar	\$250 additional for weekends, holidays, after-work hours	\$400 Apr - Nov; \$550 Dec - Mar	\$250 additional for weekends, holidays, after-work hours	\$300 Apr - Nov; \$450 Dec - Mar	\$250 additional for weekends, holidays, after-work hours	-	-
Forest Hill Cemetery (V Pewaukee)	\$1,000	\$1,500	-	-	Included	\$1,000 Apr - Nov; \$1,325 Dec - Mar	\$500 additional for weekends after 1:30 p.m., holidays, after-work hours	\$400 Apr - Nov; \$725 Dec - Mar	\$500 additional for weekends after 1:30 p.m., holidays, after-work hours	\$400 Apr - Nov; \$725 Dec - Mar	\$500 additional for weekends after 1:30 p.m., holidays, after-work hours	-	-
Genesee Cemetery (T Genesee)	\$825	\$825	-	-	Included	\$495, plus \$1,100 - \$1,300 for private excavation company	\$155 additional for weekends, holidays	\$440	\$160 additional for weekends, holidays	-	-	-	-
Hartland Cemetery (V Hartland)	\$1,200	\$1,200	-	-	Included	\$950	\$150 additional after 3 p.m.; \$1,100 Saturday; \$1,250 Sunday, holidays	\$400	\$50 additional after 3 p.m., Saturday; \$200 additional Sunday/holidays	\$400	\$50 additional after 3 p.m., Saturday; \$200 additional Sunday/holidays	-	-
Ottawa Cemetery (T Ottawa)	\$800	\$800	-	-	Included	\$800	-	\$100	-	-	-	-	-
Pilgrim's Rest Cemetery (C Pewaukee)	\$413.40	\$620.10	\$922.50 resident, \$1,022.50 non-resident (both include bronze plaque)	-	Included	\$600	\$500 additional for weekends, holidays, after-work hours	\$250	\$500 additional for weekends, holidays, after-work hours	-	-	\$150	\$500 additional for weekends, holidays, after-work hours
Prairie Home Cemetery (C Waukesha)	\$1,015 Veteran (Section 8 South); \$1,120 - \$1,735	\$1,015 Veteran (Section 8 South); \$1,120 - \$1,735	\$1,795 - \$3,530	\$3,585 - \$7,050	Included	\$1,575	\$445 additional for weekdays after 2 p.m., Saturdays; \$280 winter surcharge Nov 1 - Apr 15	\$1,275 single; \$1,520 two at same time	\$445 additional for weekdays after 2 p.m., Saturdays; \$280 winter surcharge Nov 1 - Apr 15	\$880 (plus \$30 perpetual care fee)	\$445 additional for weekdays after 2 p.m., Saturdays; \$280 winter surcharge Nov 1 - Apr 15	\$855	\$445 additional for weekdays after 2 p.m., Saturdays; \$280 winter surcharge Nov 1 - Apr 15
Rural Home Cemetery (C Big Bend)	\$1,350 for 1 full body or 3 cremains; \$1,000 for 2 cremations	\$1,350 for 1 full body or 3 cremains; \$1,000 for 2 cremations	-	-	Included	Included with purchase fee, plus additional staking fee of \$150 (performed by contractor)	-	\$1,000, plus additional staking fee of \$85 (performed by contractor)	-	-	-	-	-
Sussex Cemetery (V Sussex) - verify name	\$550; Veterans 25% discount	\$675; Veterans 25% discount	-	-	Included	\$1,000 resident, \$1,100 non-resident Apr - Nov; \$1,075 resident, \$1,200 non-resident Dec - Mar; Veterans 25% discount	-	\$375 resident, \$450 non-resident Apr - Nov; \$450 resident, \$550 non-resident Dec - Mar; Veterans 25% discount	-	-	-	-	-
Town of Oconomowoc Cemetery (V Lac La Belle)	\$250	\$250	-	-	Included	Included with purchase fee	-	Included with purchase fee	-	-	-	-	-

Grave Preparation - Full Burial		
<u>Labor</u>		
<i>Non-Winter Season (April - November)</i>		
2 employees x 1.5 hours x \$62.00/hr FBLR	\$	186.00
<i>Winter Season (December - March)</i>		
2 employees x 4 hours x \$62.00/hr FBLR	\$	496.00
<u>Equipment</u>		
<i>Non-Winter Season (April - November)</i>		
Pickup Truck x 1.5 hours x \$16.00/hr	\$	24.00
Mini Excavator x 1.5 hours x \$60.80/hr	\$	91.20
<i>Winter Season (December - March)</i>		
Pickup Truck x 4 hours x \$16.00/hr	\$	64.00
Mini Excavator x 4 hours x \$60.80/hr	\$	243.20
<i>Subtotal Non-Winter Season (April - November)</i>	\$	301.20
<i>Subtotal Winter Season (December - March)</i>	\$	803.20

Burial/Funeral - Full Burial		
<u>Labor</u>		
1 employee x 2 hours x \$62.00/hr FBLR	\$	124.00
<u>Equipment</u>		
Mini Excavator x 2 hours x \$60.80/hr	\$	121.60
Pickup Truck x 2 hours x \$16.00/hr	\$	32.00
<i>Subtotal</i>	\$	277.60

Grave Restoration - Full Burial		
<u>Labor</u>		
2 employees x 2 hours x \$62.00/hr FBLR	\$	248.00
<u>Equipment</u>		
Pickup Truck x 2 hours x \$16.00/hr	\$	32.00
<i>Subtotal</i>	\$	280.00

Total Full Burial Cost (Non-Winter Season)	\$	858.80
Total Full Burial Cost (Winter Season)	\$	1,360.80
	\$	502.00

Grave Preparation - Cremains Burial		
<u>Labor</u>		
<i>Non-Winter Season (April - November)</i>		
1 employee x 1 hours x \$62.00/hr FBLR	\$	62.00
<i>Winter Season (December - March)</i>		
1 employee x 1.5 hours x \$62.00/hr FBLR	\$	93.00
<u>Equipment</u>		
<i>Non-Winter Season (April - November)</i>		
Pickup Truck x 1 hour x \$16.00/hr	\$	16.00
<i>Winter Season (December - March)</i>		
Pickup Truck x 1.5 hours x \$16.00/hr	\$	24.00
Mini Excavator x 1.5 hours x \$60.80/hr	\$	91.20
<i>Subtotal Non-Winter Season (April - November)</i>	\$	78.00
<i>Subtotal Winter Season (December - March)</i>	\$	208.20

Burial/Funeral - Cremains Burial		
<u>Labor</u>		
2 employees x 2 hours x \$62.00/hr FBLR	\$	124.00
<u>Equipment</u>		
Pickup Truck x 2 hours x \$16.00/hr	\$	32.00
<i>Subtotal</i>	\$	156.00

Grave Restoration - Cremains Burial		
<u>Labor</u>		
2 employees x 0.5 hour x \$62.00/hr FBLR	\$	62.00
<u>Equipment</u>		
Pickup Truck x 0.5 hour x \$16.00/hr	\$	8.00
<i>Subtotal</i>	\$	70.00

Total Cremains Burial Cost (Non-Winter Season)	\$	304.00
Total Cremains Burial Cost (Winter Season)	\$	434.20
	\$	130.20

Niche Preparation (Opening/Closing)		
<u>Labor</u>		
2 employees x 1 hours x \$62.00/hr FBLR	\$	124.00
<u>Equipment</u>		
Pickup Truck x 1 hour x \$16.00/hr	\$	16.00
<i>Subtotal</i>	\$	140.00

Burial/Funeral - Niche Opening		
<u>Labor</u>		
1 employee x 2 hours x \$62.00/hr FBLR	\$	124.00
<u>Equipment</u>		
Pickup Truck x 2 hours x \$16.00/hr	\$	32.00
<i>Subtotal</i>	\$	156.00

Total Cremains Burial Cost \$ 296.00

GRAVE/NICHE OPENING PRICE SCHEDULE

	Current	Actual		Proposed				
		Non-Winter	Winter	Non-Winter	Winter	Δ	Upcharge*	Δ
INFANT	\$ 330.00	\$ 304.00	\$ 343.00	\$ 330.00	\$ 400.00	\$ 70.00	\$ 250.00	\$ 165.00
FULL BURIAL	\$ 935.00	\$ 860.00	\$ 1,361.00	\$ 950.00	\$ 1,450.00	\$ 500.00	\$ 250.00	\$ 165.00
CREMATION	\$ 495.00	\$ 304.00	\$ 343.00	\$ 500.00	\$ 650.00	\$ 150.00	\$ 250.00	\$ 165.00
NICHE	\$ 330.00	\$ 296.00	\$ 296.00	\$ 330.00	\$ 330.00	\$ -	\$ 250.00	\$ 165.00

*After 2:00 p.m. M - F, weekends, holidays.



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MEMORANDUM

To: Village Board

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

Date: March 30, 2026

Re: Consideration and Action on a Proposed Resolution to Amend the Official Traffic Map to Prohibit Parking on N Cedar Ridge Road

PURPOSE:

To propose a parking restriction for N Cedar Ridge Road, as recommended by the Police Department and Public Works Department.

BACKGROUND:

Village staff were requested to consider restricting parking along N Cedar Ridge Rd by a Village resident who resides along this roadway. The resident stated that there is a significant amount of parking that occurs by trucks and trailers who are accessing Upper Nashotah Lake via the private launch located at 34268 Valley Rd. In particular, companies that are installing piers, shoreland landscaping, etc. are parking their large equipment/barge trailers along the roadway. The congestion gets worse in the spring and fall when lake installation and removal is at its highest. At times, the trailers are extending out several feet into the driving lane due to their size. This road is 15' wide at its widest point, which is very narrow. There is one area on the west side of the road approximately 300' where this activity primarily occurs, as there are fewer trees and less of a drop off on the shoulder that accommodates vehicle parking.

The Police Department was consulted, and Chief Hartert and Captain Wraalstad agree that parking should be restricted throughout this roadway due to how narrow it is and visibility issues. If approved, the Public Works Department will have to install No Parking signage throughout the road. This was not budgeted for in 2026, and funds from the traffic sign maintenance and repair (road maintenance) operating budget may be used to cover the cost. Signs may be more widely spaced in areas where parking is not feasible due to the proximity of trees and/or topography to help save on costs.

RECOMMENDATION:

Village staff recommends that the Village Board adopt Resolution 26-483 proclaiming April 24, 2026 as Arbor Day in the Village of Summit.

ATTACHMENTS:

Resolution 26-484 Amend the Official Traffic Map of the Village of Summit (DRAFT)

FISCAL IMPACT:

Estimated cost of \$1,800 to \$2,000 to install No Parking signage (24 installations), channels, and hardware utilizing operating funds designated for traffic sign maintenance and repair. The Official Traffic Map will also need to be amended, with an estimated cost of \$500. The mapping costs would be charged to the Village Engineering operating budget.

RECOMMENDED MOTION: Motion to adopt Resolution 26-484 to Amend the Official Traffic Map to Prohibit Parking on N Cedar Ridge Road.

RESOLUTION NO. 26-484

A RESOLUTION TO AMEND THE OFFICIAL TRAFFIC MAP OF THE VILLAGE OF SUMMIT

WHEREAS, the Village Board is authorized by Chapter 26 §26-2(a) of the Municipal Code of the Village of Summit to amend and/or modify the Official Traffic Map; and

WHEREAS, the Village Board has the authority to amend the Official Traffic Map by resolution as may be appropriate; and

WHEREAS, the Police Department has recommended that certain amendments to the Official Traffic Map are appropriate.

NOW, THEREFORE, it is hereby resolved by the Village Board of the Village of Summit, Waukesha County, Wisconsin,

1. The Official Traffic Map is hereby amended to prohibit parking on North Cedar Ridge Road.
2. The Public Works Department is hereby directed to erect the required signs.
3. The Police Chief is hereby directed and authorized to amend the Official Traffic Map to include the above listed changes.

Adopted this 9th day of April, 2026.

Jack Riley, Village President

ATTEST:

Debra J. Michael, Village Administrator-Clerk/Treasurer

Proposed by: Village Administration
Prepared by: Kamron Nash, P.E., Public Works Director



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MEMORANDUM

To: Village Board

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

Date: April 2, 2026

Re: Discussion and Action on Approval of Accident Reporting and Investigation Policy

PURPOSE:

To establish an administrative policy that establishes a formal process and procedures for reporting and investigation of accidents, incidents, and near-misses for Village staff.

BACKGROUND:

As part of the Village safety plan implementation project, it was identified that the Village does not currently have a formal policy or procedures for reporting and investigating accidents, incidents, or near-misses that may or have resulted in injury or property damage. The Village Safety Committee determined that an Accident Reporting and Investigation Policy that addresses these incidents will help to identify the causes or accidents and to implement corrective actions to prevent reoccurrence. The Village Safety Committee reviewed and approved the draft policy at the March 9, 2026 Safety Committee meeting.

RECOMMENDATION:

The Village Safety Committee recommends that the Village Board approve the Accident Reporting and Investigation Policy, as proposed.

ATTACHMENTS:


Village of Summit Accident Reporting and Investigation Policy (*DRAFT*)

FISCAL IMPACT:

No direct costs associated with the approval of this policy, although there may be some cost savings as a result of preventing accidents/injuries in the future with implementation.

RECOMMENDED MOTION:

Motion to approve the Accident Reporting and Investigation Policy, as recommended by the Village Safety Committee.

	Village of Summit Policies & Procedures		
	Subject:	Accident Reporting & Investigation Policy	
	Initial Date:	April 9, 2026	Revised Date:
	Approved By:	Village Board	

1.01 PURPOSE

To ensure that all accidents, injuries, or near-miss incidents in the workplace are clearly and consistently reported and investigated, the Village has developed an Accident Reporting & Investigation Policy. This policy will assist management in determining how employees are injured, why injuries happen, and what can be done to prevent similar injuries in the future. It ensures the safety of all employees, compliance with occupational safety regulations, and prevention of future occurrences.

1.02 OBJECTIVE

The main objective of the Accident Reporting & Investigation Policy is to identify fundamental causes of an accident and implement corrective actions to prevent reoccurrence. In addition to preventing future accidents, the Accident Reporting & Investigation Policy:

- a) Serves to compel supervisors and managers to address employee accidents and injuries.
- b) Helps supervisors and managers to understand the hazards present in their areas of responsibility.
- c) Identifies weaknesses in the Village's cost reduction efforts, and suggests cost effective remedies for such weaknesses.
- d) Develops accident trend information.
- e) Demonstrates to employees that management takes safety and injuries seriously.
- f) Serves to reduce the number of fraudulent claims.
- g) Provides information for workers' compensation claims handling as well as regulatory reporting and record keeping.


1.03 SCOPE

The Accident Reporting & Investigation Policy will apply to all departments within the Village. All accidents that cause injury to an employee should be examined. The depth and complexity of the investigation will vary with the circumstances and seriousness of the accident. All near misses, those events where injury does not occur, but could have if conditions were different, should also be investigated.

1.04 RESPONSIBILITIES

The Village believes that everyone shares the responsibility for the success of the Accident Reporting & Investigation Policy. Specific groups and their respective duties are as follows:

- a) **Management, including Administrators and Department Heads**, are responsible for implementing this Policy and will perform periodic Policy evaluations. In addition, management will develop investigation forms (see samples) and procedures; train supervisors and members of the safety committee; and review accident reports and trends.
- b) **Supervisors** will investigate accidents and identify their causes, complete investigation forms, and also develop suggestions, methods, and techniques for preventing accidents.
- c) **The Village Safety Committee** may investigate accidents and determine their causes; review

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accident reports; and identify accident trends. The Village Safety Committee will report its findings to Village staff. All accidents, injuries, or near-miss incidents should be reviewed by the Village Safety Committee on a quarterly basis.

- d) **Employees** must report accidents, injuries, and near-misses immediately and participate in the investigation process. Whenever possible, employees should be encouraged to share insights with management about ways to prevent future accidents. *EVERYTHING* should be reported, including near-misses.

1.05 ACCIDENT AND INJURY REPORTING

The **Vehicle Incident Report** must be completed for every vehicle accident that occurs while operating a Village vehicle or a personal vehicle while conducting Village business, regardless of whether there was an injury. The **Employee's First Report of Injury or Disease** form should be completed for every incident that results in a work-related injury. Department managers will be responsible for keeping the Vehicle Accident Report and the First Report of Injury or Disease forms and providing them to employees when necessary.

The following steps should occur following an accident:

a) Employee

1. If involved in a vehicle accident, do NOT leave the scene of the accident. If there is property damage or injury, call 9-1-1 to request a law enforcement response.
2. Immediately notify direct supervisor of work-related accident or injury.
3. Seek medical attention, if necessary. Provide the **Attending Physician Report** form to the physician to complete during the medical examination. This form is located in the **Village of Summit – Workers Compensation Claim Reporting Kit** (yellow envelope), which will be provided by your supervisor.
4. For **vehicle accidents/incidents**: Complete, sign, and date the **Vehicle Incident Report** as soon as possible (within 24 hours, if employee is able).
Note: If there is an injury as a result of the vehicle accident, an Employee's First Report of Injury or Disease form must also be completed.
5. For **injuries**: Complete, sign, and date the **Employee's First Report of Injury or Disease** form as soon as possible (within 24 hours, if employee is able).
Note: ALL injuries must be reported and documented, including those that may appear to be minor in nature (e.g., small cut, pinched finger, bee sting, sore back, etc.). Minor injuries that do not need immediate medical attention may result in a medical visit or claim at a later time.
6. Give report(s) to supervisor for review and corrective actions.

b) Supervisor

1. Arrange for appropriate medical care, if necessary. Ensure that the injured employee has a **Village of Summit – Workers Compensation Claim Reporting Kit** (yellow envelope), and review the employee's responsibilities as printed on the envelope.



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- Determine if post-accident drug and alcohol testing is required, per 49 CFR §382.303.
Note: Applicable only for employees with a Commercial Drivers License who were operating a commercial motor vehicle (CMV) when accident occurred.

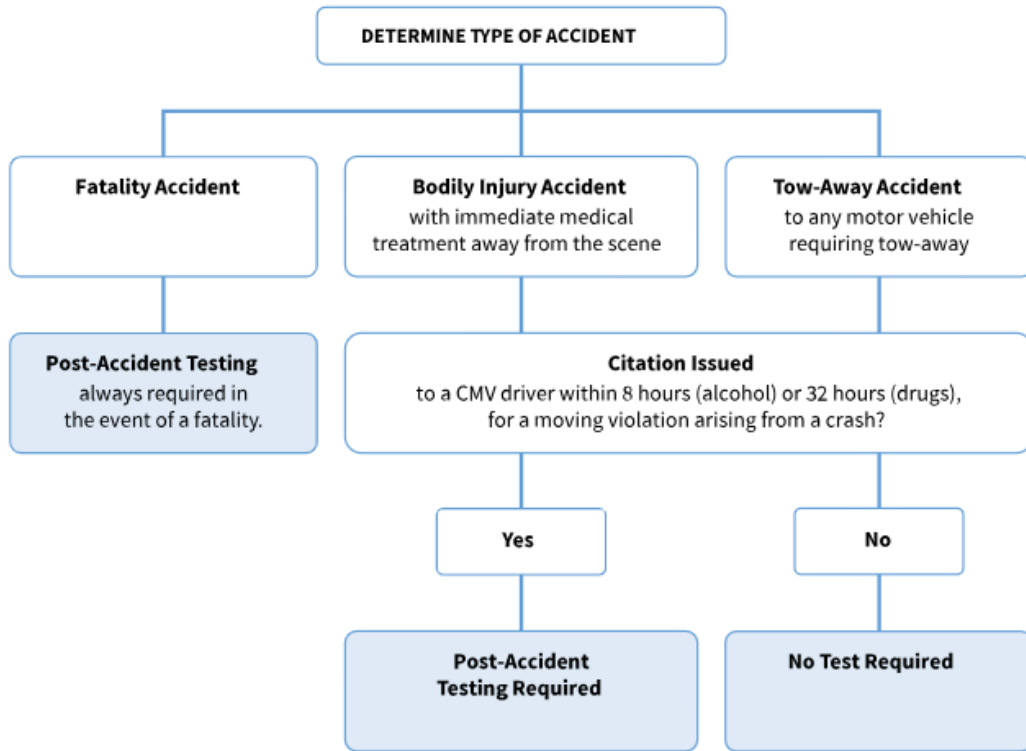


Figure 1: Post-Accident testing Flow Chart

Occurrence	Post-Accident Testing Requirements
Fatality Accident	Always test for drugs and alcohol.
Bodily Injury Accident	If a driver is issued a citation within 8 hours of the occurrence, an alcohol test is required. If a driver is issued a citation within 32 hours of the occurrence, a drug test is required.
Tow-Away Accident	If a driver is issued a citation within 8 hours of the occurrence, an alcohol test is required. If a driver is issued a citation within 32 hours of the occurrence, a drug test is required.



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3. Supervisors are to respond immediately to an incident to determine if there are any injuries or damage to public or private property. While at the scene of the incident, document any damage to public or private property and take photographs.
 4. Contact your Department Head to report incident as soon as possible.
 5. Complete supervisor section of **Vehicle Incident Report** and report to your Department Head with any supporting photographs or documentation.
 6. Provide a copy of the **Vehicle Incident Report** and/or **Employee's First Report of Injury or Disease** form to your Department Head.
 7. If medical treatment is needed at a later date, refer the employee to their Department Head and/or the Administrator-Clerk/Treasurer.
- c) Department Head
1. Complete an accident investigation, as directed in Section 1.05 of this policy.
 2. Complete a detailed memorandum that includes a summary of the incident, the results of the accident investigation, and recommendations for mitigating future incidents, attaching any supporting documentation and accident forms received. Provide to the Administrator-Clerk/Treasurer for review and processing of claims.
 3. Provide any medical documentation provided by the injured employee or the employee's physician to the Administrator-Clerk/Treasurer.
- d) Administrator-Clerk/Treasurer
1. Collect and review the Vehicle Accident Report and/or Employee's First Report of Injury or Disease forms for completion and accuracy and send to workers' compensation insurance carrier.
 2. For injuries, send the completed **Employer's First Report of Injury or Disease** form to the Village's workers' compensation insurance carrier.
 3. For accidents resulting in property damage (public or private), submit **Vehicle Incident Report** and any supplementation documentation to the Village's property insurance carrier.
 4. File forms and medical documents in employee's confidential personnel file.

1.06 ACCIDENT INVESTIGATION

Before an accident investigation can be performed, any injured employees should receive immediate and proper medical attention. Hazards should be removed from the accident scene to prevent accidents to others. Thereafter, the following steps should be taken:

- a) **Determine the Facts** – The investigator should identify and document all the facts of the accident. To do this, the investigator should:
1. Interview the individual(s) involved as well as witnesses; ask open-ended questions and do not assign blame.

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2. Record general information (name, date, time of day, job task, general conditions, etc.).
 3. Photograph or videotape the accident scene if possible. Direct supervisors are strongly encouraged to take photographs or video at the scene.
 4. Diagram the layout of the accident scene, and the relationship of machinery, equipment, and witnesses to the scene.
 5. If possible, safely reenact the accident to ensure that no one else is injured.
- b) **Determine the Causes** – The cause of the accident may be obvious and be determined immediately by the investigator. However, it is important that the investigator delve deeper to determine the underlying causes of the accident. These might include:
1. Lack of employee or supervisor training.
 2. Improper or outdated methods.
 3. Lack of enforcement of safety regulations.
 4. Inadequate equipment or machine maintenance.
- c) **Determine the Corrective Actions** – Investigators should be aware that there may be more than one method or technique for eliminating the cause of an accident. It is also important to realize that a temporary corrective action may be appropriate if the most effective corrective action cannot be eliminated immediately. The investigator should follow up with Supervisors and Department Heads to implement corrective actions.
- d) **Review Accident Investigation Forms** – After an accident investigation has been completed, the Village Safety Committee should periodically review related forms and procedures. This will ensure that the quality of investigations remains high and that corrective actions are adequate and have been completed.
- e) **Analyze Accidents** – The Village Safety Committee should analyze all accidents periodically for any trends or reoccurring problems. During the analysis, the Committee should consider the date, time, and location of the accidents; the type of accidents; the nature of the injury and body part(s) involved; and the employee's training and experience level.

1.07 KEY POINTS FOR ACCIDENT INVESTIGATION

For this Policy to be successful, the Village believes that the following points must be implemented:

- a) Employees that conduct the accident investigations must be trained in investigation procedures; how to properly fill out the investigation forms; securing and protecting evidence; photography and videotaping; and how to interview injured employees and witnesses.
- b) The accident investigation must be completed promptly to ensure that the physical conditions remain unchanged.
- c) In addition, the accident investigations must be completed promptly to ensure that witnesses are available and the facts are fresh in everyone's mind.



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- d) The immediate supervisor must be involved in the accident investigation process because they are most familiar with the conditions existent where the accident occurred.
- e) Because the supervisors are too close to the problems, the Village recommends that they should not conduct the accident investigation alone.
- f) If possible, an accident investigation team should be developed to include at least the injured employee's immediate supervisor, immediate supervisor's boss, the injured employee and others who could contribute to the process.

REVISION HISTORY

4/9/2026 Initial Publication.

DRAFT



VEHICLE INCIDENT REPORT

- | | |
|---|---|
| <p>1. Stop immediately. Keep calm and be courteous.</p> <p>2. Turn on your emergency flashers.</p> <p>3. Send for help. Don't go yourself. Call police.</p> <p>4 Give reasonable help to injured. Do not move. injured persons if likely to cause further injury.</p> | <p>5. Immediately notify your supervisor.</p> <p>6. Obtain and record all the facts on this report, providing photos that were taken.</p> <p>7. Submit this form to your supervisor</p> <p>8. Do not make a statement of any kind to anyone other than police or representative of the company.</p> |
|---|---|

This report is to be completed if you are in an accident while driving a Village vehicle or while driving your personal vehicle on Village business.

1. Date Report Prepared	2. Information Supplied By	3. Agency Name
4. Village Phone Number	5. Date of Accident	6. Time of Accident
7. Location of Accident (city, state, cross streets, etc.)		

DRIVER AND VEHICLE INFORMATION

VILLAGE VEHICLE	
8. Name of Driver	9. Driver's DOB
10. Driver's Address	
11. Driver's Telephone No.	12. Driver's License No.
13. Village Vehicle Number (if applicable)	
14. Purpose for which vehicle was being used	
15. Year, Make, and Model of Vehicle	16. License Plate No. and State
17. Vehicle Identification No.	18. <input type="checkbox"/> Village Vehicle <input type="checkbox"/> Personal Vehicle
19. Describe the Damage to the Vehicle	

OTHER VEHICLE OR PROPERTY	
20. Name of Driver	21. Driver's DOB
22. Driver's Address	
23. Driver's Telephone No.	24. Driver's License No.
25. Vehicle owner's name and address (if different) Insurance company Insurance agent name address and phone number	
26. Year, Make, and Model of Vehicle	27. License Plate No. and State
28. Describe the Damage to the Vehicle	



VEHICLE INCIDENT REPORT

INJURED

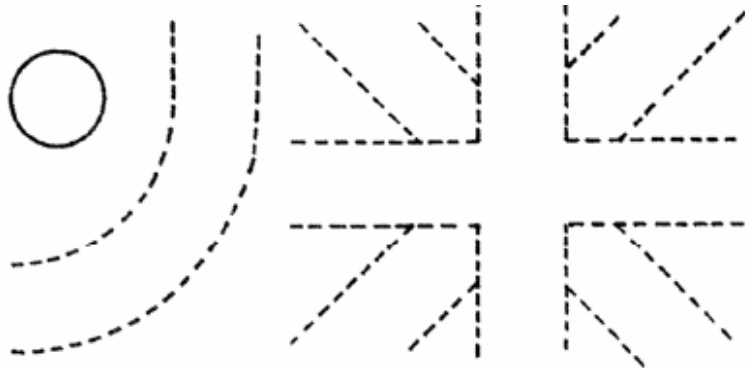
Name	Address	Phone Number
29.		
30.		
31.		

WITNESSES OR PASSENGERS

Name	Address	Phone Number
32.		
33.		
34.		

Use one of these outlines to sketch the scene of your accident. Show names of streets, direction and position of the automobiles, and point of contact. Use a solid line to show the path before the accident and a dotted line to show the path after the accident.

Indicate North with an arrow in the circle



- 1 Your Vehicle
- 2 Other Vehicle
- 3 Third Vehicle
- Traffic Light
- Yield Sign
- Stop Sign
- Pedestrian

LIGHT

(check one)

- Dawn Daylight
- Darkness- street lights
- Darkness-no street lights
- Dusk

ROAD CHARACTER

(check one)

- Level Curve
- Hillcrest Straight
- On grade

WEATHER

(check one)

- Clear Raining
- Snowing Fog

ROAD SURFACE

(check one)

- Dry Muddy
- Wet Icy
- Snowy

35. Law enforcement agency notified

36. Case number

37. Citation issued, to whom and for what reason



VEHICLE INCIDENT REPORT

38. Brief description of accident (give speeds, violations, etc.)

I authorize the release to my employer of all records relevant to this accident. It is understood that the Village will use the information to verify who was at fault and determine my eligibility for appropriate benefits. This authorization also applies to insurance companies, workers' compensation carriers, and organizations administering benefit programs. This authorization will remain in effect throughout the investigation of this accident. A photocopy of this authorization will be as valid as the original.

Employee Name

Date

Employee Signature

SUPERVISOR COMMENTS

39. Brief description of accident (incident details, personnel involved, injuries and damages, action taken, contributing factors, corrective actions and recommendations)

Supervisor Name

Date

Supervisor Signature

EMPLOYER'S FIRST REPORT OF INJURY OR DISEASE

Department of Workforce Development
Worker's Compensation Division
 201 E. Washington Ave., Rm. C100
 PO Box 7901
 Madison, WI 53707-7901
 Imaging Server Fax: (608) 260-2503
 Telephone: (608) 266-1340
 Fax: (608) 267-0394
<http://www.dwd.state.wi.us/WC>
 e-mail: DWDDWC@dwd.state.wi.us

An employer subject to the provisions of ch. 102, Wis. Stats., shall within one day after the death of an employee due to a compensable injury, report the death to the Department of Workforce Development (DWD) and to the employer's insurance carrier, if insured. In cases of permanent disability or where temporary disability results beyond the 3-day waiting period, an insured employer shall also notify its insurance carrier of a compensable injury or illness within 7 days after the injury or beginning of a disability from occupational disease related to the employee's compensable injury. Insurance carriers and self-insured employers must report all compensable claims to DWD on this form, the EDI system, or the Internet within 14 days of the date of injury.

The provision of your social security number is voluntary. Failure to provide it may result in information processing delay.

Personal information you provide may be used for secondary purposes Privacy Law, s. 15.04(1)(m).

(Please read the instructions on reverse for completing this form.)

Employee	Employee Name (First, Middle Last)		Social Security Number		Sex <input type="checkbox"/> M <input type="checkbox"/> F		Employee Home Telephone No.	
	Employee Street Address				City		State	Zip Code
	Birth Date		Date of Hire		County where accident or exposure occurred			
	Occupation (Check One) <input type="checkbox"/> Admin/Office Personnel <input type="checkbox"/> Building Maintenance <input type="checkbox"/> Electric Utility – All Op/Meter Reading <input type="checkbox"/> Engineering <input type="checkbox"/> Fire Dept. – Dispatcher <input type="checkbox"/> Fire Dept. – EMS-Paid <input type="checkbox"/> Fire Dept. – EMS-Volunteer <input type="checkbox"/> Fire Dept. – Fire Inspector <input type="checkbox"/> Fire Dept. – Firefighter-Paid <input type="checkbox"/> Fire Dept. – Firefighter-Volunteer <input type="checkbox"/> Gas Utility – All Op/Meter Reading <input type="checkbox"/> Inspectors/Assessors <input type="checkbox"/> Police Dept. – Auxiliary Volunteer <input type="checkbox"/> Police Dept. – Chief/Detective <input type="checkbox"/> Police Dept. – Dispatcher <input type="checkbox"/> Police Dept. – Parking Enforcement <input type="checkbox"/> Police Dept. – Patrol Officer <input type="checkbox"/> Police Dept. – School Crossing Guard <input type="checkbox"/> Public Works – Landfill Op/Waste Disposal <input type="checkbox"/> Public Works – Mechanic <input type="checkbox"/> Public Works – Other <input type="checkbox"/> Public Works – Park & Rec. <input type="checkbox"/> Public Works – Solid Waste/Refuse Collect. <input type="checkbox"/> Public Works – Streets & Roads <input type="checkbox"/> Sewerage/Waste Water Treatment – All Op. <input type="checkbox"/> Transit Operations – Bus <input type="checkbox"/> Water Utility – All Op/Meter Reading <input type="checkbox"/> Other _____							
Department (Check One) <input type="checkbox"/> Administration <input type="checkbox"/> Electric Utility <input type="checkbox"/> EMS <input type="checkbox"/> Fire – Paid <input type="checkbox"/> Fire – Volunteer <input type="checkbox"/> Other _____ <input type="checkbox"/> Police <input type="checkbox"/> PW – Other _____ <input type="checkbox"/> PW – Park & Rec. <input type="checkbox"/> PW – Streets-Snow/Maintenance <input type="checkbox"/> PW – Solid Waste <input type="checkbox"/> PW – Tree Care <input type="checkbox"/> Sewer <input type="checkbox"/> Water								
Employer	Employer Name				WI Unemployment Insurance Account No.			
	Employer Mailing Address			City	State	Zip Code	Fed. Employer ID No. (FEIN)	
	Name of Worker's Compensation Insurance Co. if not Self-Insured <input checked="" type="checkbox"/> League of Wisconsin Municipalities Mutual Insurance							
Name and Address of Third Party Administrator used by the Insurance Company or Self-Insurer						TPA FEIN No.		
UNITED HEARTLAND, PO BOX 3026, MILWAUKEE, WI 53201-3026						39-1616714		
Wage Information	Wage at Time of Injury		Specify per hr., wk., mo., yr., etc.		In addition to Wages, Check box(es) if Employer Received		<input type="checkbox"/> Meals <input type="checkbox"/> Room <input type="checkbox"/> Tips	No. of Meals/wk. No. of Days/wk. Avg. Weekly Amt. \$
	Is worker paid for overtime? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, after how many hours per week?							
	Employee's Work Schedule when injured		Start Time	Hrs. Per Day	Hrs. Per Week	Days Per Week	For the 52 week period prior to the date the injury occurred, report the number of weeks worked in the same kind of work, and the total wages, salary, commission and bonus or premium earned for such weeks.	
	Normal Full-Time Schedule for Injured's Work						No. of Weeks	Gross Amount Excluding Tips
Part-Time Employment Information		Are there other part-time workers doing the same work with the same schedule? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, how many?				Number of full-time employees doing the same type of work.		
Injury Information	Injury Date: Mo Day Yr		Time of Injury AM PM	Last Day Worked	Date Employer Notified		<input type="checkbox"/> Date Returned to Work <input type="checkbox"/> Estimated Date of Return	Mo Day Year
	Did Injury Cause Death? <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of Death:	Was this a lost time or other compensable injury? <input type="checkbox"/> Yes <input type="checkbox"/> No		Did injury occur because of: <input type="checkbox"/> Substance Abuse <input type="checkbox"/> Failure to use Safety Devices <input type="checkbox"/> Failure to obey Rules			
	Was employee treated in an emergency room? <input type="checkbox"/> Yes <input type="checkbox"/> No				Was employee hospitalized overnight as an in-patient? <input type="checkbox"/> Yes <input type="checkbox"/> No			
	Name and Address of Treating Practitioner and Hospital:							
Case Number from the OSHA Log:								

Injury Description- Describe activities of employee when injury or illness occurred and what tools, machinery, objects, chemicals, etc. were involved.

What happened to cause this injury or illness? (Describe how injury occurred)

What was the injury or illness? (State the part of body affected and how it was affected)

Report Prepared By

Work Phone Number

Position

Date Signed

WKC-12 (R. 3/2002)

SEND REPORT IMMEDIATELY DO NOT WAIT FOR MEDICAL REPORT

EMPLOYER AND INSURANCE CARRIER INSTRUCTIONS

The employer must complete all relevant sections on this form and submit it to the employer's worker's compensation insurance carrier or third party claim administrator within seven (7) days after the date of a work-related injury which causes permanent or temporary disability resulting in compensation for lost time. The employer's insurance carrier or the third-party claim's administrator may request that this form also be used to immediately report any injury requiring medical treatment, even though it does not involve lost work time.

For any work injury resulting in a **fatality**, the employer must also submit this form directly to the Department of Workforce Development **within 24 hours of the fatality**.

An employer exempt from the duty to insure under s. 102.28, Wis. Stats., and an insurance carrier administering claims for an insured employer are required to submit this form to the Department of Workforce Development within 14 days of the date of work injury.

MANDATORY INFORMATION

In order to accurately administer claims, each of the following sections of this form must be completed. The First Report of Injury will be returned to the sender if the mandatory information is not provided.

Employee Section: Provide all requested information to identify the injured employee. If an employee has multiple dates of employment, the "Date of Hire" is the date the employee was hired for the job on which he or she was injured.

Employer Section: Provide all requested information to identify the injured worker's employer at the time of injury. Provide the name and Federal Employer Identification Number (FEIN) for the insurance carrier or self-insured employer responsible for the worker's compensation expenses for this injury. Also identify the third party claim administrator, if one is used for this claim.

Wage Information Section: Provide the information requested regarding the injured employee's wage and hours worked for the job being performed at the time of injury.

Injury Information Section: Provide information regarding the date and time of injury. Provide a detailed description of the injury, including part of the body injured, the specific nature of the injury (i.e., fracture, strain, concussion, burn, etc.) and the use of any objects or tools (i.e., saw, ladder, vehicle, etc.) that may have caused the injury. Provide the name of the person preparing this report and the telephone number at which they may be reached, if additional information is needed. This form was designed to include information required by OSHA on form 301. If this section is completed and retained, the employer will not have to complete the OSHA 301 form.



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: April 2, 2026

Re: Discussion and Action on a Memorandum of Agreement between the Village of Summit and Oconomowoc Area Baseball Club for the Design, Construction, Operations, and Maintenance of New Genesee Lake Road Park Baseball Fields and Related Amenities

PURPOSE:

To present a draft Memorandum of Agreement (MOA) to the Village Board between the Village and Oconomowoc Area Baseball Club (OABC) for the new baseball fields and related improvements at Genesee Lake Road Park.

BACKGROUND:

The Plan Commission and Village Board have approved the construction of new ball diamonds and related infrastructure improvements at Genesee Lake Road Park by OABC. Currently, the Village has a license agreement with OABC. There is some vague language in the agreement regarding new improvements, but the existing agreement does not specifically assign responsibility for new improvements and refers only to existing or specific items such as temporary fencing, storage building, etc.

There has been some question from OABC's design engineer on who should be signing the NOI for the DNR stormwater permit, as OABC is the one who is hiring the contractor to perform the work. Village staff, SEH, and the Village Attorney agree that an agreement between the Village and OABC that outlines responsibilities for each party for this project is appropriate in the interim.

Ideally, an amendment/revision to the license agreement that would include provisions for this specific project would be completed. However, there will be some negotiation and back and forth required as the Village works through the agreement revision with OABC and the Village Board. Staff does not wish to hold up the project while the terms and conditions of the new license agreement are determined.

The draft agreement has been submitted to the Village Attorney for review and comments. Once received, the MOA will be submitted to OABC for their review and approval.

RECOMMENDATION:

Village staff recommends that the Village Board conditionally approve the draft MOA, subject to final review and approval by the Village Attorney and OABC.

ATTACHMENTS:

Memorandum of Agreement Design, Construction, Operations, and Maintenance of New Genesee Lake Road Park Baseball Fields and Related Amenities (*DRAFT*)

FISCAL IMPACT:

Costs related to attorney review of the draft MOA.

RECOMMENDED MOTION:

Motion to conditionally approve the Memorandum of Agreement Design, Construction, Operations, and Maintenance of New Genesee Lake Road Park Baseball Fields and Related Amenities between the Village of Summit and the Oconomowoc Area Baseball Club, subject to final review and approval by the Village Attorney and OABC.

**MEMORANDUM OF AGREEMENT
DESIGN, CONSTRUCTION, OPERATIONS, AND MAINTENANCE
OF NEW GENESEE LAKE ROAD PARK BASEBALL FIELDS AND RELATED AMENITIES**

THIS MEMORANDUM OF AGREEMENT (“MOA”) is entered into this ____ day of _____, 2026, “Effective Date”, by and between the **VILLAGE OF SUMMIT**, a Wisconsin Municipal Corporation, “Village”, of 37100 Delafield Road, Summit, Wisconsin, 53066, and **OCONOMOWOC PARENTS FOR BASEBALL, INC.** (d.b.a. Oconomowoc Area Baseball Club, Inc.), “OABC”, of PO Box 85, Oconomowoc, Wisconsin, 53066. The Village and OABC are referred to in this MOA individually as “Party” and jointly as the “Parties.”

This MOA sets forth and summarizes the mutual agreement and present intentions of the Parties with respect to proposed recreational facilities and related amenities at Genesee Lake Road Park, located at 37505 Genesee Lake Road, Summit, WI 53066.

RECITALS

WHEREAS, The Village is a municipal corporation located in Waukesha County and owns, operates, and maintains Genesee Lake Road Park and its 77 acres, commonly referred to as the Village of Summit’s “Village Park;” and

WHEREAS, The Village owns the existing recreation infrastructure at the park, including, but not limited to, one (1) restroom facility, one (1) playground facility, four (4) ball fields and fencing, one (1) concession stand, eight (8) dugout structures and foundations, four (4) canopies and foundations, and two (2) batting cages; and

WHEREAS, OABC is a non-profit organization headquartered in Oconomowoc, WI and maintains and operates the four (4) existing ball fields and fencing, one (1) concession stand, eight (8) dugout structures and foundations, four (4) canopies and foundations, and two (2) batting cages as provided for in an existing License Agreement with the Village of Summit, dated January 6, 2011 (Exhibit A); and

WHEREAS, The Parties have participated in a long-term public private partnership for the purposes of developing, operating, and maintaining specific elements of the Village Park; and

WHEREAS, the elements of the public private partnership include the Village granting a non-exclusive license for approximately twelve (12) acres of Village Park for use as a baseball facility in which practices, games, and tournaments will be held subject to terms and conditions of the License Agreement; and

WHEREAS, OABC proposes to complete the design, construction, operations, and maintenance of two (2) additional baseball fields, as well as stormwater improvements and ancillary items related to these facilities (the “Project”) in an effort to expand the public private partnership; and

WHEREAS, OABC has agreed to donate the infrastructure to the Village and participate in ongoing operation and maintenance responsibilities and cost; and

WHEREAS, the Village agrees that the Project would be an asset to the Village and the residents of the Village and has reviewed and approved the plans and renderings for the Project as follows:

1. Plan Commission Site Plan Approval – January 15, 2026

Plan Commission approved a request from the OABC for Site development to accommodate two new baseball fields and related amenities on the east side of the existing baseball fields at 37505 Genesee Lake Road (SUMT0685979001), subject to the following:

- i. Compliance with the plans presented at the January 15, 2026 Plan Commission meeting.
- ii. Subject to all conditions of the Engineer’s Letter dated January 6, 2026 being complied with.

- iii. Subject to final review and approval by Village Board.
- iv. Prior to project completion in 2028/2029, the proposed path that connects the new baseball fields to the existing path shall be surfaced with asphalt and a landscape plan shall be submitted for review and approval and implementation.

2. Village Board Approval – February 12, 2026

Village Board approved the request from the OABC to construct two baseball fields and related amenities as proposed at Genesee Lake Road Park, including the excess use of fill and topsoil material from the parking lot project, subject to the following:

- i. All conditions of the January 15, 2026 Plan Commission approval are satisfied.
- ii. The areas where excess fill/topsoil materials are and will be stockpiled are regraded and restored with turf.
- iii. A revised license agreement between the OABC and the Village of Summit is negotiated and approved in 2026.
- iv. Any significant changes in the proposed project schedule are to be brought back to the Plan Commission and Village Board for review and approval.
- v. Negotiate and review the potential for path paving to coincide with the Genesee Lake Road Paving project.

WHEREAS, the Parties seek to advance the public private partnership while the details of their revised License Agreement are being determined; and

WHEREAS, the Parties intend to actively participate and work together collaboratively, in good faith and with due diligence, to carry out the process described herein;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I – OBLIGATIONS OF THE PARTIES

- 1. The Parties shall work collaboratively to negotiate a revised License Agreement that includes existing Village-owned recreational facilities at Village Park that are currently operated and maintained by the OABC, as well as proposed Project improvements, to be approved by OABC and the Village Board by the end of 2026.
- 2. OABC shall design and construct, at its sole cost and expense, the Project within Village Park in accordance with the approved plans for the Project, which is attached hereto and incorporated herein by reference as Exhibit B.
- 3. The Project will be managed by OABC under the oversight of the Village.
- 4. After each phase of the Project is fully completed (as determined by the Village), MTL shall dedicate the improvements of each Project phase to the Village, and the Village shall accept dedication of the Project. The phases and timeline for the Project are outlined below:

- Phase 1 (2026): Grading and grass planting, installation of drainage swale
- Phase 2 (2026/2027): Installation of backstops, outfield fencing, infield dirt placement, gravel path
- Phase 3 (2027): Installation of dugouts
- Phase 4 (2028/2029): Construct canopies behind backstops, complete any outstanding items, install asphalt pavement on gravel path (to coincide with Genesee Lake Road Paving project, if possible)

5. After the improvements in each phase of the Project are dedicated to and accepted by the Village, OABC shall take over responsibility for the operation and maintenance of the Project facilities as agreed upon in the revised License Agreement.
6. The Village will provide reasonable access to OABC at Village Park for the construction of the Project.
7. The Project shall be constructed as approved by the Village Board and Plan Commission and shall follow relevant Village of Summit Municipal Code of Ordinance requirements.
8. OABC shall be responsible for obtaining any and all applicable federal, state, and local permits and for ensuring permit requirements are followed at all times throughout implementation of the Project.
9. OABC shall be responsible for ensuring that all required utilities and provided for the Project. OABC shall be solely responsible for marking all underground utilities prior to the Project and shall be responsible for any damage that may occur as part of the construction.
10. Any easement that may be required for the installation of private utilities requires Village Board approval.
11. The Village agrees to pay the ongoing utility costs associated with the Project after acceptance of the dedication.
12. OABC shall not charge any fee for the use of the property or sublet the property without the express written consent of the Village, which consent can be withheld in its absolute discretion.

ARTICLE II – REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the Village. The Village makes the following representation and warranties:

- (1) The Village is a municipal corporation of the State of Wisconsin and has the power to enter into this MOA and carry out its obligations hereunder.
- (2) The Village makes no representation or warranty, either express or implied, as to the condition of the Project location or the soil conditions thereon, or that the Project locations shall be suitable for OABC's purposes or needs.
- (3) Neither the execution or delivery of this MOA, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this MOA is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Village is not a party or why which it is bound, or constitutes a default under any of the foregoing.
- (4) The private development of the Project is consistent with the public purposes, plans and objectives of the Village.

Section 2.2 Representations and Warranties of OABC. OABC makes the following representation and warranties:

- (1) OABC is a Wisconsin non-profit organization and has the power to enter into this MOA and to perform its obligations hereunder and is in good standing under the laws of the State of Wisconsin.
- (2) OABC will cause the Project to be constructed in accordance with the terms of this MOA, the Plans and Specifications and all local, state and federal laws, ordinances, approvals, licenses, and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws,

ordinances and regulations), except for minor changes to the Plans and Specifications approved in writing by the Village Public Works Director which will not have a material adverse effect on the Project.

- (3) Neither the execution and delivery of this MOA, the consummation of the transactions completed hereby, nor the fulfillment of or compliance with the terms and conditions of this MOA is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which OABC is not a party or by which it is bound, or constitutes a default under any of the foregoing.
- (4) Insurance. OABC or its contractors shall maintain, until Village's acceptance of the dedication of the Project, Commercial general liability insurance covered under a comprehensive general liability policy including contractual liability issued by insurers licensed in the State of Wisconsin, with Best's A ratings and in the financial size category as insurers of similar projects, with such policies (the "Insurance Policies") in amounts maintained by developers of similar projects, and insuring against bodily injury, including personal injury, death, property damage and other risks and casualties. Each Insurance Policy shall require the insurer to provide at least thirty (30) days prior written notice to the Village of any material change or cancellation of such policy. The Village shall be named as an additional insured/loss payee on all policies of insurance except worker's compensation insurance. OABC further understands and agrees that any builders risk coverage is its responsibility.
- (5) Indemnification. Except as caused, in whole or in part, by negligence or wrongful act or omission by the Village, if the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the negligence or wrongful act or omission of OABC or its contractors, subcontractors or materialmen in their performance of this MOA or of law, OABC shall indemnify and hold the Village harmless from any and all claims and judgements for damages, and from costs and expenses to which the Village may be subjected or which it may suffer or incur by reason thereof, provided; however, that the Village shall provide to OABC promptly, in writing, notice of the alleged loss, damage or injury.
- (6) The Project shall at all times be subject to Village inspection and approval, and the Village shall not be required to accept conveyance of the Project unless it has been constructed in a good workmanlike manner, in accordance with the approved plans. Following approval by the Village of the completed Project, the Project shall be dedicated and conveyed to the Village, at no cost or expense to the Village. OABC shall provide to the Village, from the general contractor constructing the Project, a one-year warranty against defects in construction, materials and workmanship, from the date of conveyance to the Village, in a customary form reasonably acceptable to the Village.
- (7) OABC acknowledges and agrees that it is not entitled to any just compensation for the donation of the improvements to the Village and that this donation is a material inducement for the Village to permit the construction of such improvements upon Village-owned real property.
- (8) OABC acknowledges and agrees that the Village will ultimately own the improvement associated with the Project and has the right to provide use of the improvements to other entities, subject to Village approval, provided it is not in direct conflict with the revised License Agreement.

ARTICLE III – DEFAULT AND REMEDIES

The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder.

- (a) Any representation or warranty made by OABC or the Village in this MOA, or any document or financial statement delivered by OABC pursuant to this MOA, shall prove to have been false in any material respect as of the time when made or given; or
- (b) Except as provided for in (a), OABC or the Village shall breach or fail to perform timely any of its covenants or obligations under this MOA, and such failure shall continue for thirty (30) days following written notice thereof from the other party; however, if the breach or failure was not the result of an intentionally wrongful act or omission of the breaching party and the breach or failure cannot be cured using commercially reasonable and diligent efforts within such 30-day period but could, with additional time, be cured using commercially reasonable and diligent efforts, such 30-day cure period shall be extended for the period reasonably necessary to cure if (and for such period as) (i) the breaching party uses commercially reasonable and diligent efforts during such 30-day period; (ii) the breaching party continues to use all commercially reasonable and diligent efforts to cure after such 30-day period; and (iii) such efforts are adequate to ensure a cure; or
- (c) Construction of the Project shall be abandoned (no material work having been completed) for more than ninety (90) consecutive days after commencement, or if the Project is not completed on or before the deadlines set forth in this MOA, or if any portion of the Project shall be damaged by fire or other casualty and not be repaired, rebuilt or replaced; or
- (d) If OABC shall cease to exist; or

Except as otherwise set forth in this MOA, upon the occurrence of any Default, without further notice, demand or action of any kind by the non-defaulting party, the non-defaulting party may, at its option, pursue any or all of the rights and remedies available at law and/or in equity against the defaulting party and/or the Project. The non-defaulting party shall also have the right to suspend performance of any of its obligations or covenants under this MOA and/or to terminate this MOA. Except as otherwise set forth herein, no remedy herein conferred upon the non-defaulting party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this MOA, and/or now or hereafter existing at law or in equity. No failure to delay on the part of the non-defaulting in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

OABC shall pay all costs and expenses, including attorney's fees and costs, associated with the enforcement of the Village's rights against OABC under this MOA, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving OABC. Any and all such fees, costs and expenses incurred by the Village which are to be paid by OABC, shall be paid by OABC to the Village within ninety (90) days following delivery of invoices documenting the costs.

ARTICLE IV – MISCELLANEOUS PROVISIONS

Section 4.1 Execution in Multiple Counterparts. This MOA may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 4.2 Construction. The Parties acknowledge and represent that this MOA has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this MOA shall not be construed against any Party individually as drafter.

Section 4.3 Legal Relationship. Nothing in this MOA shall be construed to create an employer/employee relationship, joint venture or partnership relationship, or a principal/agent relationship.

Section 4.4 Survival. All agreements, representations, covenants and warranties made herein shall survive the execution of this MOA and the making of the grants hereunder. This MOA shall be binding upon the Parties, their respective successors and assigns.

Section 4.5 No Waiver. The failure of any Party to require strict performance of any provision of this MOA will not constitute a waiver of the provision or of any other of that Party's rights under this MOA. Rights and obligations under this MOA may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by the affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any Party. Waivers and releases shall affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other Party that did not sign the waiver or release.

Section 4.6 Severability of Provisions. If any provision of this MOA shall be held or declared invalid, illegal or unenforceable by reason of its being contract to any applicable law, such provision shall be deemed to be deleted from this MOA without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

Section 4.7 Law Governing. This MOA will be governed and construed in accordance with the laws of the State of Wisconsin. Except as otherwise specifically and expressly set forth in this MOA, the venue for any disputes arising under this Agreement shall be the Circuit Court for Waukesha County.

Section 4.8 Notice and Demands. Except as otherwise expressly provided in this MOA, a notice, demand, or other communication under this MOA by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of OABC is addressed to or delivered personally to:

Mr. Kevin Raasch
1243 Victoria Lane
Oconomowoc, WI 53066
presidentoabc@gmail.com

(b) in the case of the Village is addressed to or delivered personally to:

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

With a copy to:

Mr. John Macy, Village Attorney
730 N Grand Avenue
Waukesha, WI 53186
jmacy@ammr.net

or at such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 4.9 Force Majeure. As used herein, the term "Force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental

action by the Village with respect to obligations of the Village under this MOA), alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this MOA shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

Section 4.10 Compliance. Nothing contained in this MOA is intended to or has the effect of releasing OABC, its successors and/or assigns, from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this MOA.

Section 4.11 Amendment. This MOA may be rescinded, modified or amended, in whole or in part, by mutual agreement of the Parties hereto, their successors and/or assigns, in writing signed by all Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this MOA as of the date indicated.

VILLAGE OF SUMMIT

OCONOMOWOC PARENTS FOR BASEBALL, INC.

By: _____
Jack Riley, Village President

By: _____
Kevin Raasch, President

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

EXHIBIT A

LICENSE AGREEMENT

This License ("License") originally made and entered into on the 6th day of January, 2011, by and between the Village of Summit, a Wisconsin municipal corporation, hereinafter referred to as the "Licensor", and Oconomowoc Parents for Baseball, Inc. (d.b.a. Oconomowoc Area Baseball Club, Inc.), hereinafter referred to as the "Licensee" and amended on March 2, 2017. The parties agree as follows:

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

Exhibit "A"

map of Genesee Lake Road Park with four ball diamonds highlighted

2. **TERM OF THE LICENSE.** This License is for a term of Five (5) years, commencing on March 3 2017 and terminating on December 14, 2021 unless extended or earlier terminated as provided herein. The term of this License shall be extended by one-year extensions to the term of the License beginning December 15, 2017 and each succeeding December 15th thereafter, creating a four-year rolling lease after the initial five-year term, Either party may terminate this License by giving the other party written notice. Upon written by either party, the License will expire on December 15 four years later.
3. **LICENSE PAYMENTS:**
 - a. Commencement of License payments for the licensed land shall be April 15, 2017.
 - b. Beginning April 15, 2017, the Licensee shall pay to the Licensor the annual License payments as follows:
 - o Year 1 – April 15, 2017 - \$7,500, for use of Licensed premises in 2017;
 - o Year 2 – December 15, 2017 - \$7,500, for use of Licensed premises in 2018;
 - o Beginning in December, 2018, annual payments shall be made by December 15 of the year prior to use of the facilities.
 - o After December 15, 2017, If Oconomowoc Parents for Baseball, Inc. spends \$10,000 or more each year in site improvements (by August 15), the group will receive \$1,000 credit and pay \$6,500 in the following year. If Oconomowoc Parents for Baseball, Inc. do not make site improvements of \$10,000 or more then the lease payment would be \$7,500.

- c. The foregoing License payments represent full service payments and Licensee shall have no obligation to pay any other charges or additional payments except as otherwise specified in this License. Said License payments shall be paid to the Licensor without notice or demand and without abatement, deduction or setoff.
 - d. All License payments shall be made to the Village of Summit Village Treasurer at 2911 North Dousman Road, Oconomowoc, Wisconsin 53066 or the then-current address of the Summit Village Hall.
 - e. Licensee shall have Until December 15 of each year to pay the annual License payment before default.
4. **DEFAULT:** If either party to this License should be in default under any provision of this License and such default shall continue to exist after receipt by the defaulting party of thirty days' written notice or such shorter period as may be necessary due to an emergency as specified within the notice, the other party may terminate this License and pursue any other legal or equitable remedies available to it. Such termination of License shall be without prejudice to the right of recovering damages against the defaulting party for breach of this License.
5. **USE AND POSSESSION OF LICENSED PREMISES:**
- a. Any use not specifically listed herein as permitted shall be deemed prohibited.
 - b. The premises described in attached Exhibit A are licensed to Licensee for use only as a baseball facility in which baseball practices, games and tournaments will be held subject to the terms and conditions of this License. Licensor warrants and represents that this use does not conflict with or is violation of any zoning or other applicable ordinances.
 - c. Licensee shall have the exclusive right to use the four baseball fields Monday through Friday from April 1st to August 15, from 2:00 pm until sunset. If Licensee desires to use any of the four baseball fields on the Premises at any other times Saturday through Sunday of any given week between April 1st to August 15, Licensee must first seek written approval from the Village Administrator (or his designee) at least 72 hours prior to the intended use. Village Administrator (or designee) shall not unreasonably withhold its approval of Licensee's use of the licensed premises, unless the fields have previously been reserved by or rented to another group. If such additional use is approved, Licensee may use such fields at such additional times at no further cost or expense to Licensee.
 - d. Licensee shall inform Licensor if any baseball field is open for use Monday through Friday, April 1st through August 15th of each License year. Licensor shall have the right, upon notification of no use by Licensee, to rent or use the

baseball fields at its discretion and without adjustment or abatement of the Licensee Fees payable by Licensee under this License Agreement.

- e. Licensee and its members and invitees shall have a non-exclusive right to use the park's paved parking areas depicted on Exhibit A for parking during practices, games and tournaments.
 - f. Licensee will be solely responsible for all costs, and maintenance related to the restroom building between April 1 and August 15.
 - g. Licensee shall have the right to create a concession area consisting of temporary shed that meet the requirements of the Licensor from time-to-time during those periods that the Licensee has exclusive rights to use the fields. Licensee may use gas and charcoal grills to make hot food. The shed shall be located near the baseball fields for use during games. The concession area may sell food and beverages provided, however, that no alcohol will be served or permitted by the Licensee on the Premises. The Licensee will be responsible for obtaining all necessary permits. All profits from concessions belong to Licensee.
 - h. Except as provided in Section 7(c) of this License, there shall be no outside storage on the Premises.
 - i. Licensee shall not have the right to sublet the fields without approval of the Village Administrator.
6. TOURNAMENTS: Licensee shall be allowed to schedule and run two weekend tournaments, with dates being confirmed with the Licensor's Village Administrator by May 1st of said License year.
7. IMPROVEMENTS:
- a. Licensor shall maintain four baseball fields on the licensed premises, with the approximate dimensions of each field being constructed for use up to seventy-foot base lengths, with the exception of Field 3, which has been constructed for use up to ninety-foot base lengths.
 - b. Licensee shall have the right to place temporary fencing around the perimeter of the fields at its sole cost and expense. Fencing materials and location of such fencing shall be subject to approval by the Licensor. The Licensee must take any temporary fencing down before October 1 of each year this License is in effect.
 - c. Licensee may construct and use a storage unit on the licensed premises, to store maintenance and baseball equipment. The Licensee may remove the storage unit at any time without Licensor's approval. Licensee will be

responsible for all costs and maintenance related to the storage unit. Any construction and/or placement of a storage unit must first be approved by the Licensor and its appropriate commissions and boards.

- d. Any improvements sought by Licensee must be first approved by the Licensor, which shall not be unreasonably withheld.
 - e. Licensee shall remove any and all improvements or structures placed on the Premises by Licensee within the time set forth in any written notice from the Licensor of the Licensor's election to use the Premises for a public purpose. In the event the Licensee fails to remove any and all such improvements within the time set forth in any such notice, the Licensor shall have the right to remove all such improvements from the Premises and dispose of the same as abandoned property.
8. REPAIRS/MAINTENANCE: The Licensor agrees to keep the general park area in a safe and neat condition. Licensor also agrees to keep the outfield of each baseball field maintained in conjunction with its regular periodic maintenance of the park. Licensee agrees to maintain and prepare all baseball infields at its cost and expense, including any grassy areas in the field of play and the chalking of the fields.

Licensee is responsible for any damage that occurs to the fields, fences or utility systems during those periods of time that they have exclusive rights to use the fields. Licensor is responsible for any damage at all other times.

9. LIABILITY:

- a. As partial consideration for the Licensor's entry into this License Agreement, the Licensee covenants to indemnify and save harmless, accept tender of defense, and to defend and pay any and all legal, accounting, consulting, engineering, and other expenses of any kind or nature relating to the defense of any claim asserted or imposed against the Licensor, its officers, employees, independent contractors, and agents asserted by any party or parties arising out of or related to this License Agreement, except as arising from the negligence of Licensor.
- b. Licensor and Licensee expressly agree that the foregoing indemnification is intended to be as broad and inclusive as is permitted by the laws of the State of Wisconsin and that if any portion thereof is held invalid, it is expressly agreed that the balance of said indemnification and hold harmless covenant shall continue in legal force and effect.
- c. The indemnification provided hereunder shall not constitute a waiver of any provision of Section 893.80 of the Wisconsin Statutes as amended from time-to-time or any other applicable limit(s) on municipal liability.

10. INSURANCE:

- a. Licensee, at its cost, shall maintain Commercial General Liability insurance coverage with a company authorized to do business in the State of Wisconsin that has an A.M. Best A rating or better and Class VII or larger. Such insurance shall be primary with a policy limit in the amount of not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate insuring Licensee and its authorized representative's liability arising out of or in connection with Licensee's use or occupancy of the Licensed premises.
 - b. Limits of liability shall be subject to review and approval by the Licensor on an annual basis in order to continue to adequately protect the parties as circumstances change over time.
 - c. The insurance required hereunder shall name the Village of Summit, its boards, commissions, agencies, officers, employees, and representatives as additional insureds under all policies provided. Prior to this License taking effect,
 - d. The Licensee shall furnish the Licensor's Village Administrator with a Certificate of insurance in a form approved by the Licensor that provides the Licensor with 30-days advance notice of cancellation or non-renewal of the insurance during the term of this License. Thereafter, the Licensee shall provide a Certificate of Insurance to Licensor's Village Administrator on or before March 15th of each year this License is in effect.
11. TEMPORARY SIGNS: The Licensee shall, at Licensee's expense, be allowed to install temporary signage after April 1 of each year, subject to Licensor's approval as to content, size, and location and subject to Licensee's compliance with any applicable ordinance regulating signs within the Village of Summit. Licensee must remove any signage by October 1 each year.
12. ENVIRONMENTAL HARM OR DAMAGE: It is agreed between the Licensor and the Licensee that neither party will do anything to the land which would cause environmental harm or damage including, but not limited to, the deposit or placement of toxic, harmful or poisonous materials or substances upon the land through their act or acts of agents.
- Licensor represents that, to the best of its knowledge without independent inquiry, it has no knowledge of hazardous materials on the real property as of date of this License, which are in violation of State or Federal Environmental laws.
- Licensor shall notify Licensee when Licensor has or will apply fertilizer or weed control products to the ball fields and surrounding areas.
13. COMMUNICATIONS: Licensee agrees to appoint a member or members of the OABC organization to attend the Village of Summit Monthly meetings upon

request by Licensor's Village Administrator during the months from March through September of each year this License Agreement is in force.

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

LICENSOR:

Name: Village of Summit Village Clerk
Address: 2911 Dousman Road, Oconomowoc, Wisconsin 53066

LICENSEE:

Name: President, Oconomowoc Parents for Baseball, Inc.
Address: W1233 Steinway Drive, Oconomowoc, Wisconsin 53066

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

15. SURRENDER: At the expiration of the License created hereunder, whether by lapse of time or otherwise, and on or before September 1st of each year of this License Agreement Licensee will quit and surrender the Licensed premises in good condition and repair, reasonable wear and tear expected.
16. ASSIGNMENT AND SUBLICENSES. The Licensee may not assign this License nor sublet or otherwise encumber the Premises.
17. ENTIRE AGREEMENT/AMENDMENT. This License Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This License may be modified or amended in writing, if the writing is signed by both parties and approved by the Village Board of the Village of Summit.
18. HEIRS, ASSIGNS, SUCCESSORS. This License is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.
19. GOVERNING LAW. This License shall be construed in accordance with the laws of the State of Wisconsin.
20. NO LIMITATION ON LICENSOR'S RIGHTS. Nothing in this License shall be deemed to limit the Licensor's rights to exercise its full lawful authority as described in the United States, State of Wisconsin, Waukesha County, or Village of Summit codes, statues, ordinances, rules or orders. The Village Board of the Village of Summit shall have the right to terminate this License with or without cause upon resolution adopted by the Village Board of the Village of Summit. If the Licensor terminates this lease without cause between March 3, 2017 and

December 31, 2021, the Licensor shall refund to the Licensee monies paid to the Licensor per the attached Exhibit B. The Licensee acknowledges and agrees that it shall not be entitled to any reimbursement from Licensor for any sign, landscaping or other related or unrelated improvements removed as a result of the Village Board's exercise of the Village's rights at any time to use the Premises for any Village purpose(s).

21. SEVERABILITY. If any portion of this License shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this License is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

22. WAIVER. The failure of either party to enforce any provisions of this License shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this License.

23. MISCELLANEOUS PROVISIONS.

- a. No use is hereby authorized unless the use is conducted in a lawful, orderly, and peaceful manner. Nothing in this License Agreement shall be deemed to authorize any public or private nuisance or to constitute a waiver, exemption, or exception to any law, ordinance, order or rule of the Village of Summit, Waukesha County, the State of Wisconsin, the United States of America, or any duly constituted authority.
- b. This License Agreement shall not be deemed to constitute a building permit, occupancy permit, or any other type of permit that may be required by Village ordinance or other applicable law.
- c. Nothing in this License Agreement shall be construed to create an employer/employee relationship, joint venture, or partnership relationship, or a principal/agent relationship between the parties.

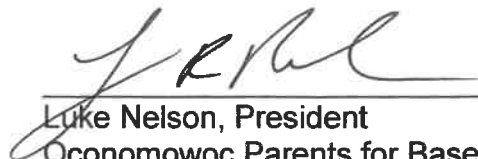
LICENSOR:



Jack Riley, Village President
Village of Summit

Attest: 
Debra Michael, Village Clerk

LICENSEE:



Luke Nelson, President
Oconomowoc Parents for Baseball, Inc. 3/28/17

11/29/2016

Google Maps

38048 Genesee Lake Rd

Summit Village Park OABC D-League Fields

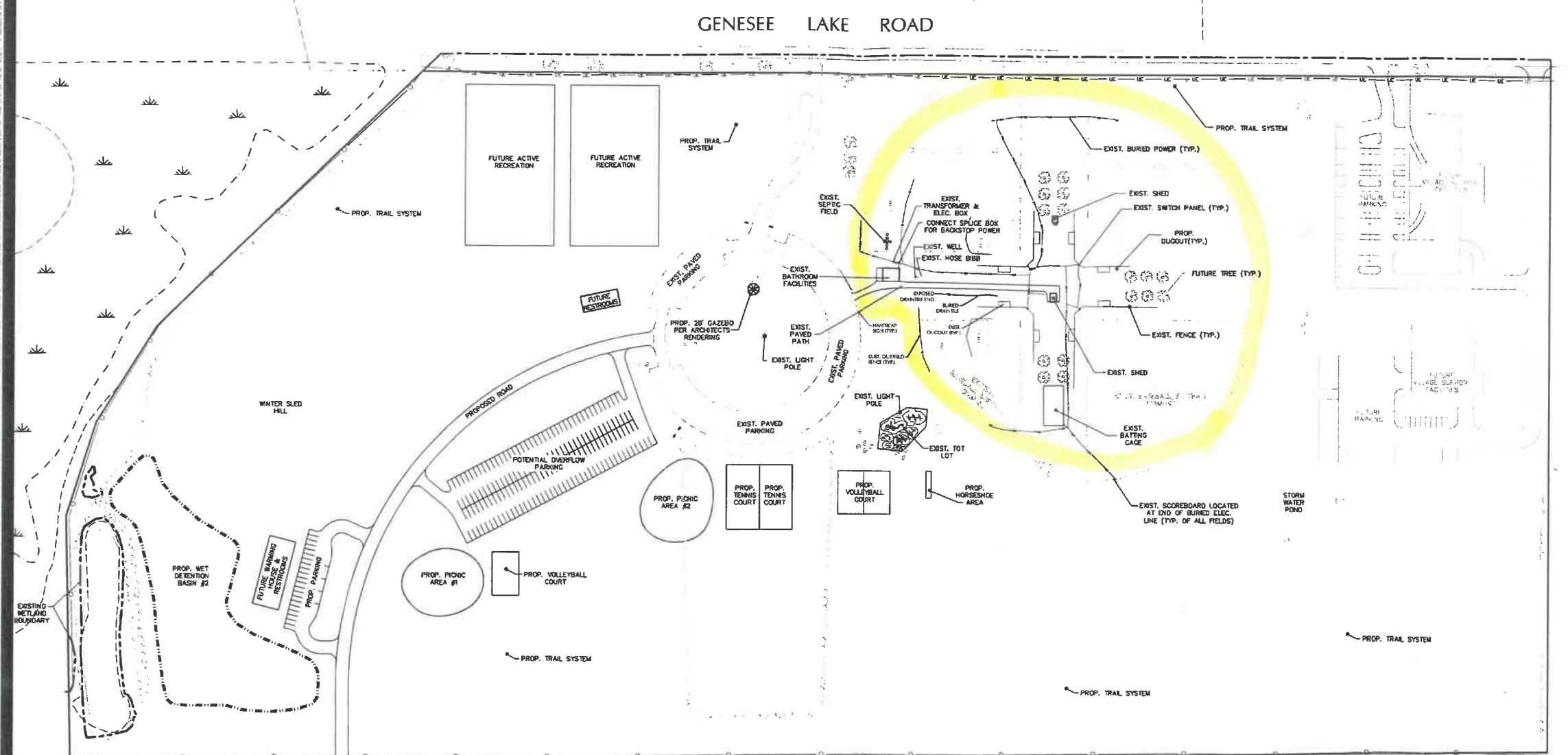
38048 Genesee Lake Rd - Google Maps



Imagery ©2016 Google, Map data ©2015 Google 100 ft

<https://www.google.com/maps/place/38048+Genesee+Lake+Rd,+Oconomowoc,+WI/+53066@43.0467371,-88.4946448,46m/data=!3m1!1e3!4m5!3m4!1s0x8805c9b392a34d49:0x627cb82695487759m2!3d43.051044444-88.50308>

NOTE:
TRAIL SYSTEM IS SHOWN CONCEPTUALLY.
FINAL TRAIL LOCATIONS WILL BE
DETERMINED AFTER PARK CONSTRUCTION.



GENESSEE LAKE ROAD

GRASS LEAF TRAIL

BURROAK LANE

THE LOCATION AND SIZE OF ALL UNDERGROUND STRUCTURES SHOWN ON THESE PLANS HAVE BEEN LOCATED TO A REASONABLE DEGREE OF ACCURACY, BUT THE ENGINEER DOES NOT GUARANTEE THEIR EXACT LOCATION NOR THE LOCATION OF OTHERS NOT SHOWN.

TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN

CALL DIGGERS HOTLINE
1-800-242-8511
WISCONSIN STATUTE 182.075 (1074)
REQUIRES MINIMUM 3 WORKING DAYS NOTICE BEFORE YOU EXCAVATE.

LEGEND	
- - - - -	EXISTING WETLAND AREA
- - - - -	PRIMARY ENVIRONMENTAL CORRIDOR
- - - - -	TREE LINE
- - - - -	EXISTING TREE
- - - - -	POWER POLE
- - - - -	UTILITY BOX
- - - - -	UNDERGROUND ELECTRIC LINE
- - - - -	EXISTING FENCE
- - - - -	LIGHT POST



PLAN IS BASED ON COMMENTS FROM 12/17/09 MEETING.



ENGINEERS • ARCHITECTS
SURVEYORS • PLANNERS
LANDSCAPE ARCHITECTS

P.O. BOX 190500
DELAFIELD, WISCONSIN 53018
262-446-6855
FAX 262-446-6854
EMAIL: INFO@YAGGY.COM

GENESSEE LAKE ROAD PARK
VILLAGE OF SUMMIT, WISCONSIN
EXISTING CONDITIONS MAP

PROJECT NUMBER	3308-154
COMPUTER FILE	3308-154_Eng_Exist-COND-2012.dwg
DATE	JULY 2012
DRAWN BY	TWILLIAMSON
DESIGNED BY	M. COURT
CHECKED BY	
REVISIONS	
SHEET NUMBER	1

OF SHEETS

EXHIBIT B
APPROVED PLANS

Genesee Lake Road Park – Oconomowoc Area Baseball Club
Site Development Plan - Baseball Fields
37505 Genesee Lake Road (SUMT0685979001)
01/15/2026 Plan Commission Meeting

Staff Report

Village of Summit, Wisconsin

Property Owner:	Village of Summit
Applicant:	Kevin Raasch, Oconomowoc Area Baseball Club
Zoning:	IN - Institutional District
Land Use Plan:	Institutional

Possible Motion:

Approve the applicant's request to construct two baseball fields and related amenities subject to all conditions of the Engineer's Letter dated January 6, 2026 being complied with and subject to final review and approval by Village Board.

The Plan Commission should determine if the applicant is required to submit a landscape plan to Plan Commission for review and approval. If a landscape plan is required, it should be submitted for review and approval and implemented prior to the fields being occupied.

Summary:

The Oconomowoc Area Baseball Club (OABC) is proposing to construct two baseball fields and related amenities at Genesee Lake Road Park at their cost. OABC has an agreement with the Village to use the existing facilities for their organized activities. This agreement will need to be modified. When the fields are not being occupied by OABC, the fields are available to the public.

Specifically, OABC is proposing to construct two baseball fields east of the existing fields and south of the new parking lot. Each field will also have two 12 ft. x 22 ft. dugout concrete pads with roofs and a 20 ft. x 10 ft. concrete pad with a low-rise bleacher and canopy to match the improvements at the existing fields. The fields will include a 6 ft. tall chain link fence in the outfield and backstop. There will also be a 10 ft. wide asphalt path with a 1 ft. gravel shoulder constructed to connect the fields to the existing path system. The existing topsoil piles from the parking lot will be used as fill for the project. A drainage swale will be constructed on the east side of the fields to direct drainage toward an existing kettle located southwest of the fields. There will be a temporary topsoil stock pile located between the fields and the adjacent residential properties to the east, but the pile will be spread out on the fields as part of project completion. The applicant is not proposing any scoreboards to accommodate the new fields at this time.

The applicant feels that the existing parking lots on-site will accommodate the traffic/parking needs related to the new uses. The zoning code does not have a specific parking requirement for outdoor recreational uses. The code states the required number of parking spaces shall be determined by plan commission at time of site plan approval.

The applicant is proposing to install clusters of arborvitae trees outside of the outfield areas. The

applicant would like to determine the location and quantity after grading is finished. The applicant feels that there is substantial screening already available between the proposed baseball fields and adjacent residential properties to the east.

The applicant is not proposing any lighting or signage.

Hours of Operation for proposed use: March 1 – October 31st, 7 days/week, from sun up to sun down when school is out of session. Most activities will occur after 4 pm Monday-Friday and from sun up to sun down on Saturdays and Sundays when weather permits.

The applicant is proposing to complete the project in the following phases, which could be expedited if funding is available:

2026: grading and grass plantings, including installation of drainage swale

2026/2027: backstop and outfield fencing/infield dirt placement/gravel path (possible asphalt)

2027: construct dugouts

2028/2029: construct canopies behind backstops, complete any outstanding items



Building a Better World
for All of Us®

January 6, 2026

RE: Village of Summit
OABC Baseball Fields at SVP- Storm
Water Management and Grading Plan
Approval
SEH No. 176551 Task 69

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

Dear Ms. Barrows:

We recently received updated storm water management and construction plans for the proposed two added baseball fields located just south of the newly added parking lot on the east side of Summit Village Park. The Oconomowoc Area Baseball Club is proposing building the fields and associated other improvements, including an infiltration swale that would provide storm water management in addition to the bio-filtration basin that was installed with the parking lot construction. Both plans have been prepared by Lake Country Engineering. The updated storm water management plan is dated December 19, 2025 and the construction plans are dated December 21, 2025. The updated plans address the prior comments, and we recommend approval of the plans noted above.

It should be noted that the Village owns the park property that the fields are being built, including the storm water BMPS, and therefore the note/comment regarding an agreement being needed is not valid and can be dismissed. A Village SW and EC permit and pre-construction meeting are needed prior to land disturbing activities beginning. It will also be necessary to verify the existing soils where the infiltration swale is installed are conducive to infiltration. If the soils are not conducive, it may be necessary to import or exchange conducive soils on-site to help ensure the site drains as anticipated and modeled.

Please do not hesitate to contact me with any questions or comments at 414.949.8950 or bpehl@sehinc.com.

Sincerely,

A handwritten signature in blue ink that reads "B Pehl".

Brian Pehl, PE
(Lic. WI)

CC: Kamron Nash, PE - Village Public Works Director
Rob Davy, PE - Lake Country Engineering

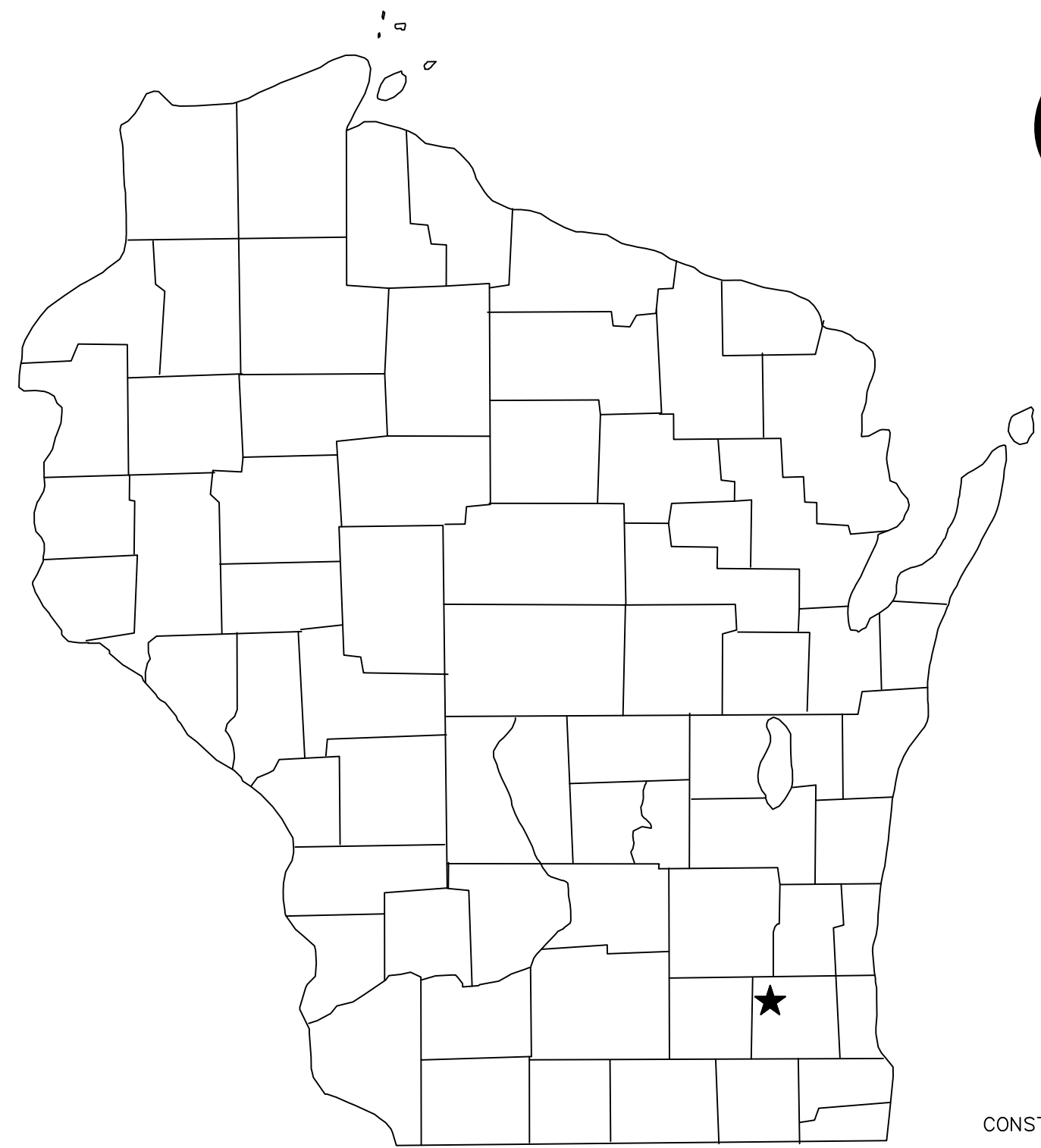
x:\pts\summv\176551\task 69 - oabc baseball fields at summit village park review\corr\review letters\oabc baseball fields at svp- swm and construction plan approval
letter_village of summit_2026-01-06.docx

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



GENESEE LAKE ROAD PARK BASBALL DIMONDS

GRADING & EROSION CONTROL PLANS VILLAGE OF SUMMIT WAUKESHA COUNTY, WISCONSIN



1" = 1000'
NE 1/4, SEC 28-07-17
LOCATION SKETCH

GENERAL UTILITY NOTES

- 1.) ALL UNDERGROUND STRUCTURES AND UTILITIES HAVE BEEN SHOWN TO A REASONABLE DEGREE OF ACCURACY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR EXACT LOCATION.
- 2.) EXISTING CONDITIONS, INCLUDING UTILITY SIZES AND ELEVATIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR AND DISCREPANCIES REPORTED TO THE ENGINEER PRIOR TO STARTING OF WORK.
- 3.) MAINTAIN CONTINUOUS UTILITY SERVICE AT ALL TIMES.
- 4.) CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES IN EXISTING UTILITY ALIGNMENTS SO THAT ADJUSTMENTS IN DEPTH AND/OR ALIGNMENT MAY BE MADE.
- 5.) PIPE LENGTHS AND INVERTS ARE TO CENTER OF STRUCTURE.

IN ACCORDANCE WITH WISCONSIN STATUTE 182.0175, DAMAGE TO TRANSMISSION FACILITIES, EXCAVATOR SHALL BE SOLELY RESPONSIBLE TO PROVIDE ADVANCE NOTICE TO THE DESIGNATED "ONE CALL SYSTEM" NOT LESS THAN THREE WORKING DAYS PRIOR TO COMMENCEMENT OF ANY EXCAVATION REQUIRED TO PERFORM WORK CONTAINED ON THIS DRAWING, AND FURTHER, EXCAVATOR SHALL COMPLY WITH ALL OTHER REQUIREMENTS OF THIS STATUTE RELATIVE TO EXCAVATOR'S WORK.



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

INDEX TO SHEETS

- 1) TITLE PAGE
- 2) SITE PLAN
- 3) GRADING AND EROSION CONTROL PLAN

CONSTRUCT AND MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES IN ACCORDANCE WITH THE WISCONSIN DNR'S STORM WATER CONSTRUCTION AND POST-CONSTRUCTION TECHNICAL STANDARDS.

ALL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE MONITORED DAILY FOR STABILITY AND OPERATION AND REPORTED AT LEAST ONCE PER WEEK AND FOLLOWING EVERY 0.5" RAINFALL.

DUST CONTROL TO FOLLOW WDNR T.S. 1068

ALL RESTORATION TO BE IN ACCORDANCE WITH WDNR'S CONSERVATION PRACTICE STD 1059. CUT AND FILL SLOPES WILL BE 3:1 OR FLATTER OUTSIDE ROAD RIGHT OF WAY & 4:1 OR FLATTER WITHIN ROAD RIGHT OF WAY.

RESTORATION AREAS TO BE TOP SOILED (6" MIN), (IF GRADED), SEEDED, FERTILIZED, AND MULCHED UNLESS OTHERWISE NOTED. ON SLOPES 4:1 OR STEEPER CLASS I TYPE B (WISDOT PAL) EROSION MAT REQUIRED. REINDERS LANDSCAPE 40 SEED MIX OR EQUIVALENT

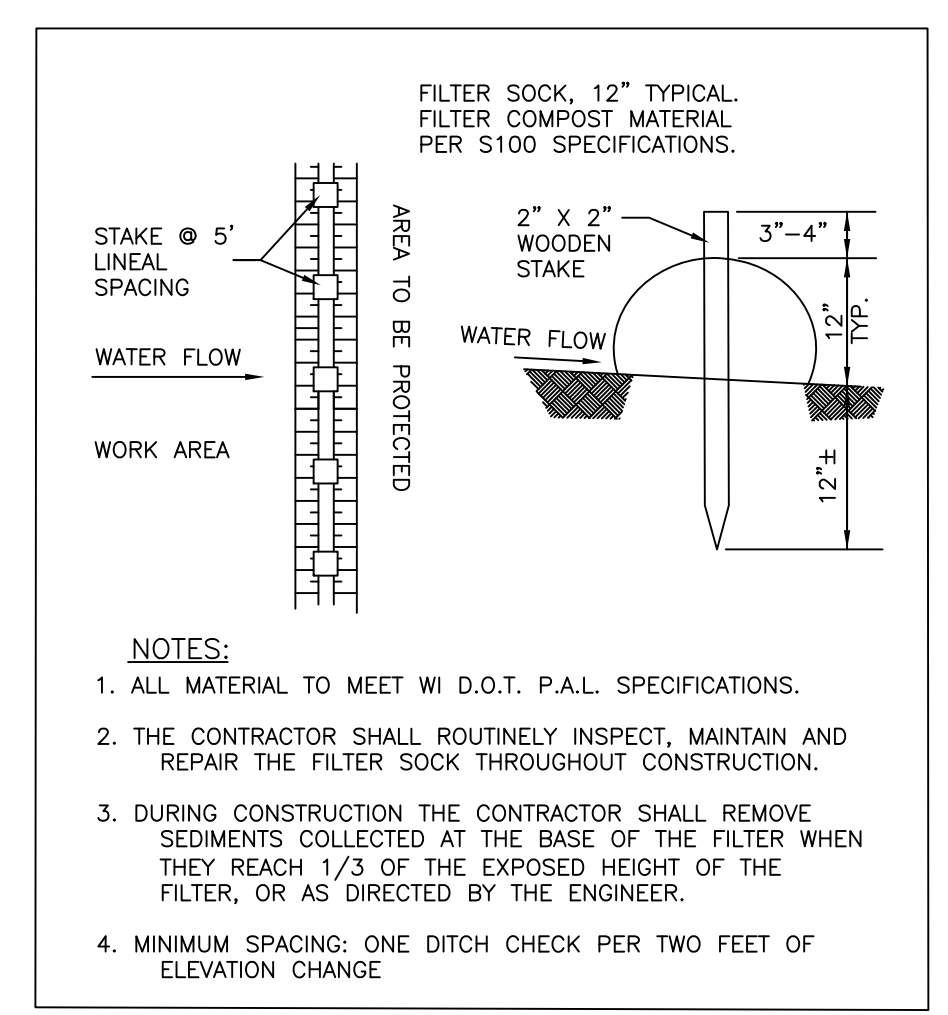
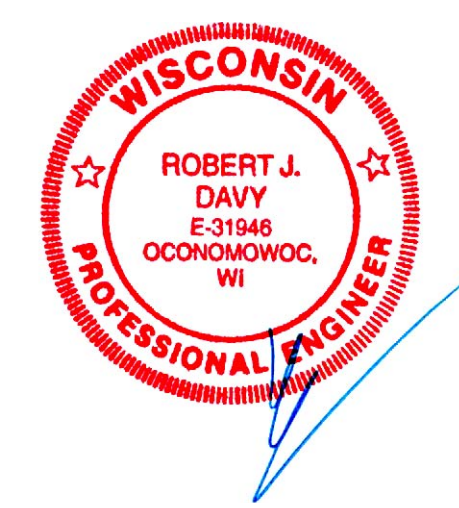
IF THE SITE OR PORTIONS OF THE SITE ARE TO REMAIN INACTIVE FOR GREATER THAN 14 DAYS TEMPORARY STABILIZATION MEASURES SUCH AS SOIL TREATMENT, TEMPORARY SEEDING OR MULCHING SHALL BE TAKEN WITHIN 7 DAYS FROM THE SITE BEING LEFT INACTIVE.

CONTRACTOR TO FOLLOW STANDARD PROCEDURES FOR SPILL PREVENTION AND RESPONSE

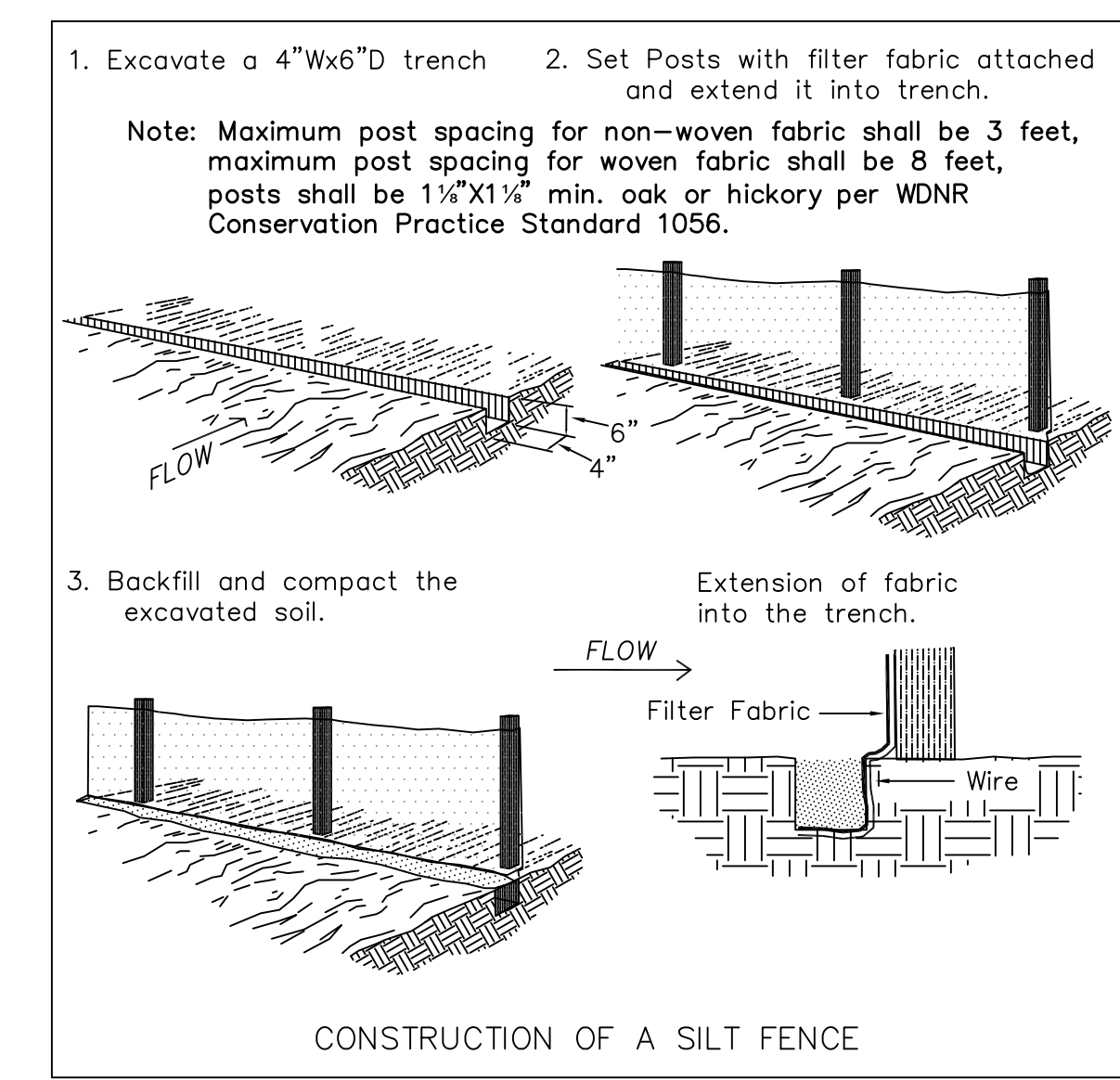
GRADING AND PAVING PER STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION LATEST EDITION

CONSTRUCTION SEQUENCE

- 1) INSTALL ALL EROSION CONTROL MEASURES.
- 2) STRIP TOPSOIL & STOCKPILE TOPSOIL (SEED WITH WINTER WHEAT IF LEFT INACTIVE FOR MORE THAN 7 DAYS, ADD TACKIFIED MULCH AFTER OCTOBER 15TH).
- 3) INSTALL DITCH CHECKS AS SHOWN ON PLANS ONCE SWALES HAVE BEEN GRADED
- 4) GRADE REMAINDER OF SITE.
- 5) PLACE TOPSOILS (6" MINIMUM) AND RESTORE
- 6) ONCE SITE IS VEGETATED AND VILLAGE HAS APPROVED SITE, REMOVE ALL REMAINING EROSION CONTROL MEASURES.



DITCH CHECK

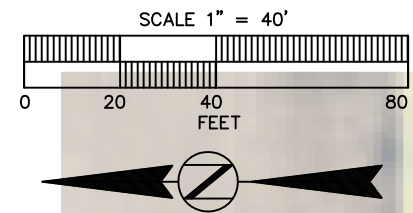


CIVIL DESIGN BY

ROB DAVY P.E.
LAKE COUNTRY ENGINEERING, INC.
970 S. SILVER LAKE ST., SUITE 105
OCONOMOWOC, WI. 53066
ROBD@LCE.BIZ
(262)569-9331

LAKE COUNTRY ENGINEERING, INC.
Consulting Engineers - Surveyors

970 South Silver Lake Street, Suite 105, Oconomowoc, WI 53066
Phone (262) 569-9331 Fax (262) 569-9316



GENESEE LAKE RD.

N. 1/4 CORNER
SEC 28-07-17

(REC AS EAST)
S88°33'57"E
647.00'

(REC AS S01°08'59"W)
124.75'

EXISTING
PARKING LOT

EX STORMWATER
BMP

EXISTING PATH

EXISTING TOPSOIL PILE TO
BE USED AS FILL

EXISTING TREE
(TYP.)

PROP. 10' WIDE
ASPH. PATH W/ 1'
GRAVEL SHOULDER

18 LF OF 15" HDPE ADS
N12 W/ END SECTIONS
S = 0.77%
E N = 867.98
E S = 867.44

(REC AS S01°08'59"W)
1274.00'
N00°15'57"E

EXISTING TOPSOIL PILE TO
BE USED AS FILL

INFIELD TO BE GRASS WITH
MOUND AND BASES.
FUTURE 4" THICK QUICK PITCH
RED INFELD MIX FROM WAUPACA
SAND OR EQUAL

INFIELD TO BE GRASS WITH
MOUND AND BASES.
FUTURE 4" THICK QUICK PITCH
RED INFELD MIX FROM WAUPACA
SAND OR EQUAL

EX KETTLE

PRO. DRAINAGE

TEMPORARY TOPSOIL STOCK PILE

(REC AS SOUTH)
S01°26'03"W
1265.96'



SITE PLAN
37505 GENESEE LAKE RD
OCONOMOWOC AREA BASEBALL CLUB
NE 1/4 S21. T7N, R17E. V.O. SUMMIT, WAUKESHA CO.

PROJ. #
25-3551
SHEET #
2 OF 3

Lake Country Engineering, Inc.
Consulting Engineers - Surveyors
P.O. Box 144, Oconomowoc, WI 53066
Phone (262) 569-9331

REVISION DATE	REMARKS
12-21-25	PER VILLAGE COMMENTS

SCALE: 1" = 40'
DRAFTED BY: RJD
CHECKED BY: R.DAVY
DATE: NOVEMBER 7, 2025

LOT LINES BASED ON SURVEY FROM MARK POWERS DATED FEB 10, 1988



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: Chief Michael Hartert

Date: March 30, 2026

Re: Designation of Donated Funds

BACKGROUND: A village resident recently gave our department a donation check for \$3,000 to be used to fund Wellness Counselling for police personnel. Any remaining funds will be used for equipment needs.

ATTACHMENTS: None.

FISCAL IMPACT: None.

RECOMMENDED: Motion to approve the designation of \$3,000 in donated funds from Tom Hebert to the Community Outreach Fund for the purpose of Wellness Counselling and equipment.

Plan Commission	Zoning Board of Appeals	Police Commission	Residence Board	Board of Review	Fire Board
<i>3 regular, 1 alternate</i>	<i>2 regular, 2 alternates</i>	<i>1 regular</i>	<i>1 regular</i>	<i>1 regular, 2 alternate</i>	<i>1 regular</i>
Annette Kaja	Dan Gibbs	Iris Ziolkowski	Susan Tews		Dan DeBehnke
Sandra Murray	William Krill	Herb Rosenberger			
Paul Schmitter					
John Konopacki					
Justin Rabbach					
Gloria Lehrer					
Jodie Wright					
William Krill					
3 year term	3 year term	5 year term	5 year term	2 year term	3 year term

***Current members**



Village Hall, 262-567-2757
Fax, 262-567-4115
Public Works Dept., 262-567-2422
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Summit Village Hall • 37100 Delafield Road • Summit, WI 53066

MEMORANDUM

To: Village Board

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: April 3, 2025

Re: Borrowing for 2026 Capital Improvements Budget

BACKGROUND: The Village has historically used the BCPL to fund capital improvement budgets. The last borrowing was in 2025. Current rates follow:
Current General Obligation Loan Interest Rates (eff. 04/03/2026)

Loan Term	Interest Rate
2 Years	5.25%
3 - 5 Years	5.50%
6 - 10 Years	5.75%
11 - 20 Years	6.050%

Administrator Michael has reached out to Bank Five Nine in previous years and the rate was similar but the process is typically more complicated with additional costs. Looking or direction if other options should be explored.

ATTACHMENTS: Copy of CIP budget tracking for 2026 YTD, Loan Calculator Sample

FISCAL IMPACT: TBD

SUGGESTED MOTION: **Motion to direct staff to move forward with**
_____ **for financing the 2026 CIP.**

101 E. Wilson Street
2nd Floor
PO Box 8943
Madison, WI 53708-8943

(608) 266-1370 INFORMATION
(608) 266-0034 LOANS
(608) 267-2787 FAX
bcpl.wisconsin.gov

Tia Nelson, *Executive Secretary*

Fact Sheet - General Obligation Loans

- Eligible Borrowers:** Wisconsin towns, villages, cities, counties, school districts, technical college districts, public inland lake protection and rehabilitation districts, town sanitary districts, metropolitan sewerage districts, metropolitan sewerage systems, joint sewerage systems, consortiums, cooperative educational service agencies (CESAs), federated public library systems, and drainage districts.
- Loan Process:** Simple and transparent, with funds available 30-45 days from initial application request.
- Loan Security:** Loans become a general obligation of the borrower and require the borrower to levy a tax sufficient to make annual principal and interest payments when due.
- Loan Purpose:** Loans of 10 years or less may be made to facilitate the performance of any power or duty of the borrowing municipality, including operations and maintenance. Loans greater than 10 years are restricted to the financing or refinancing of public purpose projects including "the acquisition, leasing, planning, design, construction, development, extension, enlargement, renovation, rebuilding, repair or improvement of land, waters, property, highways, buildings, equipment, or facilities", or any purpose otherwise allowed by law.
- Economic Development Lending:** BCPL is a major source of funding for economic development projects including pass-through loans or grants made for private development, funding development incentives, TID infrastructure loans, land acquisition and development of business parks, and similar projects. Upon request, BCPL is able to provide critical flexibility in the repayment schedule if and when expected revenues are delayed.
- Payments:** Annual payments are due March 15 each year and are exempt from State of Wisconsin municipal levy limit calculations. Loans funded between September 1 and March 14 do not have a required payment the following March 15. BCPL can provide custom amortization schedules to coordinate payments with future budgeted items. Upon request, we can allow a few years of interest-only payments to provide sufficient time for the project to generate expected revenues.
- Prepayment:** Prepayments are allowed without penalty between January 1 and August 31 each year, upon 30 days prior written notice. This flexibility can be extremely valuable for our customers when compared to the rigid payment structure required after selling bonds. Tired of waiting for a call date? Call BCPL!
- Terms:** 2-year to 20-year fixed rate loans.
- Current Rates:**
- | | | |
|-----------|-------------|-------|
| Loan Term | 2 years | 5.25% |
| | 3-5 years | 5.50% |
| | 6-10 years | 5.75% |
| | 11-20 years | 6.50% |
- Rate Lock:** Market-based interest rates are locked for 60 days following BCPL receipt of the loan application request form. If the completed application is received by BCPL within 60 days, the rate lock remains in place through final loan approval, the 4-month draw period, and the full term of the loan.
- Fees:** No application fees, origination fees or prepayment fees. **No fees period!**
- Best Part:** 100% of interest earned by BCPL is distributed to provide the sole state aid for public school library media and resources. This payment effectively reduces local real estate taxes by providing schools with another source of funding. See our website for the annual contribution BCPL made to your local school district. You might be surprised!



Sarah Godlewski, *Secretary of State*
John Leiber, *State Treasurer*
Joshua L. Kaul, *Attorney General*

101 E. Wilson Street
2nd Floor
PO Box 8943
Madison, WI 53708-8943

(608) 266-1370 INFORMATION
(608) 266-0034 LOANS
(608) 267-2787 FAX
bcpl.wisconsin.gov

Tia Nelson, *Executive Secretary*

BCPL Loan Application Request Form Municipal General Obligation Loan

Date _____

Municipality _____ County _____
Include type of municipality (e.g. Town of Lake Tomahawk)

Municipal Mailing Address _____

Overnight Mail Address _____
If different from above (no P.O. Box)

Head of Municipality _____ Phone (w) _____

Mailing Address _____ (h) _____

_____ (c) _____

Email _____

Municipal Clerk _____ Phone (w) _____

Mailing Address _____ (h) _____

_____ (c) _____

Email _____

Finance Dir/Treasurer _____ Phone (w) _____

Mailing Address _____ (h) _____

_____ (c) _____

Email _____

Financial Advisor/Firm _____ Phone (w) _____

Email _____ (c) _____

Loan Purpose _____

Loan Amount \$ _____

Loan Term _____ Years

Estimated Date Funds Needed: _____

Dates of Next Two Board/Council Meetings: _____

2026 CAPITAL IMPROVEMENT PLAN TRACKING

	Budget	Spent	
	2026	2026	
STORM SEWER SYSTEM IMPROVEMENTS			
Catch Basin Repairs (GO Bonds)	\$120,000		GO Bonds
TOTAL STORM SEWER SYSTEM IMPROVEMENTS	\$120,000	\$0	
PUBLIC BUILDINGS AND PARK FACILITIES			
Summit Village Park			
ADA Accessible Path (Circle Lot to Playground) & Playground Signage	\$10,000		GO Bonds
Dumpster Enclosure	\$40,000.00		Unrestricted Cash
Genesee Lake Road Bark River Canoe/Kayak Launch	\$3,000		Donated Funds
Bike Path From Dousman Road to Village Park (Impact Fees)	\$266,009		Impact Fees
Bike Path From Dousman Road to Village Park (TAP Funding)	\$490,101	\$3,290.14	Grant Funds
Bike Path From Dousman Road to Village Park (Stewardship Grant)	\$121,279	\$822.54	Grant Funds
Park Impact Fees Study	\$20,000		GO Bonds
TOTAL PUBLIC BUILDINGS AND PARKS	\$950,389	\$4,113	
STREET AND HIGHWAY IMPROVEMENTS			
Annual Street Paving Program			
Dousman Road Enigneering costs (shared with City of Ocon) DR to CTH B	\$ 5,000		GO Bonds
Annual Pavement Preservation Treatment & Seal Coating Program	\$90,000		GO Bonds
Crack Filling	\$43,000		GO Bonds
TOTAL STREET AND HIGHWAY IMPROVEMENTS	\$138,000	\$0	
CAPITAL EQUIPMENT (General Government)			
Computer upgrades/Server/Software - Designated Fund	\$6,400		GO Bonds
Codifications	\$7,000		Tax Levy
TOTAL CAPITAL (General Government)	\$13,400	\$0	
CAPITAL EQUIPMENT (Police)			
Vehicles	\$81,100		GO Bonds
Video system	\$55,000	\$5,330.50	GO Bonds
TOTAL CAPITAL EQUIPMENT (Police)	\$136,100	\$5,330.50	
CAPITAL EQUIPMENT (Highway)			
Ram Hoist Installation (2022 Freightliner)	\$10,000		GO Bonds
Anti-icing unit for 1-Ton	\$15,000	\$11,579.06	GO Bonds
Replace 22' flat-bed trailer w/ 22' tilt-deck trailer)	\$10,000	\$9,444.50	GO Bonds
Replace JCB Backhoe Loader w/ Wheeled Loader & Attachments	\$182,000	\$181,752.75	GO Bonds
TOTAL CAPITAL EQUIPMENT (Highway)	\$217,000	\$202,776.31	
CAPITAL (Cemetery)			
Pet Ossuary Landscaping & Signage	\$5,000		Cemetery Fund
Diseased/Damaged Tree Removals	\$7,500		Cemetery Fund
Split Rail Fencing Replacement	\$5,000		Cemetery Fund
Cemetery Chapel rehabilitation	\$30,000		Cemetery Fund
TOTAL CAPITAL EQUIPMENT (Cemetery)	\$47,500	\$0	

	2026 Budget	2026 Spent
Annual Village Projects	\$1,574,889	\$212,219
Annual Village Borrowing	\$647,500	\$208,107
Use of Unrestricted Cash	\$40,000	\$0
Annual Tax Levy	\$7,000	\$0
Annual Designated Fund Use	\$0	\$0
Annual Impact Fee Fund Use	\$266,009	\$0
Annual Donations/Grants	\$614,380	\$4,113
Annual Cemetery Projects	\$47,500	\$0
Total Capital Expenses	\$1,622,389	\$212,219
	\$0	

State Trust Fund Loan Calculator Sample Data

Loan Amount: \$647,500.00
Number of Years: 5
Interest Rate: 5.5%
Yearly Payment: \$149,913.33
Final Payment: \$149,913.32
Total All Payments: \$749,566.65
Total Principal Paid: \$647,500.00
Total Interest Paid: \$102,066.65

Sample Amortization Table

Payment	Payment Date	Yearly Payment	Principal	Interest	Total Interest	Balance
1	3/15/2027	\$149,913.33	\$122,106.31	\$27,807.02	\$27,807.02	\$525,393.69
2	3/15/2028	\$149,913.33	\$120,937.51	\$28,975.82	\$56,782.84	\$404,456.18
3	3/15/2029	\$149,913.33	\$127,668.24	\$22,245.09	\$79,027.93	\$276,787.93
4	3/15/2030	\$149,913.33	\$134,690.00	\$15,223.34	\$94,251.27	\$142,097.94
5	3/15/2031	\$149,913.32	\$142,097.94	\$7,815.39	\$102,066.65	\$0.00
Total:		\$749,566.65	\$647,500.00	\$102,066.65		



Village Hall, 262-567-2757
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Public Works Dept., 262-567-2422
Police Dept., 262-567-1134
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www.villageofsummitwi.gov

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

MEMORANDUM

To: Village Board

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: April 3, 2026

Re: Proclamation for 57th Annual Professional Municipal Clerks Week

BACKGROUND: Annual recognition of Municipal Clerks in the State of Wisconsin is promoted by the International Institute of Municipal Clerks and the Wisconsin Municipal Clerks Association. 2026 marks the 57th Annual recognition.

Our Clerk has been with the Town/Village of Summit since March 20, 2006. WOW 😊

ATTACHMENTS: IIMC Fact Sheet & Proclamation

FISCAL IMPACT: None

RECOMMENDATION: to approve the Proclamation declaring May 3 – 9, 2026 as Professional Municipal Clerks Week.



Annual Professional Municipal Clerks Week

FACT SHEET

Sponsored by the International Institute of Municipal Clerks

Professionalism In Local Government Through Education

PURPOSE

To recognize the vital and appreciated services performed by Municipal and Deputy Clerks in serving the changing needs of their communities.

HISTORY

The annual Professional Municipal Clerks Week was initiated in 1969 by IIMC and is endorsed by all of its members throughout the United States, Australia, Belgium, Bermuda, Bulgaria, Canada, England, Italy, the Netherlands, New Zealand, South Africa, and Wales. In 1984 and in 1994, Presidents Ronald Reagan and Bill Clinton, respectively, signed a Proclamation officially declaring Professional Municipal Clerks Week the first full week of May and recognizing the essential role Municipal Clerks play in local government.

TYPICAL RESPONSIBILITIES OF THE MUNICIPAL AND DEPUTY CLERK:

- Maintains the official council minutes, ordinance books and all records and documents.
- Indexes all official actions of council.
- Issues licenses and permits.
- Processes contracts and agreements.
- Keepers of community history and vital records.
- Receives, distributes and files correspondence from citizens and other governmental agencies.
- Administers elections, registration and voting.
- Acts as a key liaison between local government and its citizens.
- Handles significant financial responsibilities including preparation of tax rolls, special assessments and budgets.
- Provides central services such as personnel, purchasing, etc.

IIMC is a professional association of City, Village, Town, Township, Borough and County Clerks, Secretaries and Recorders. IIMC prepares its members to meet the challenges of the diverse role of the Municipal and Deputy Clerk by providing services and continuing professional development opportunities to benefit members and the government entities they serve.

Proclamation

57th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK
May 3 - 9, 2026



Whereas, the time-honored and vital role that professional municipal clerks play in local government and election administration is critical to the endurance and prosperity of our state; and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants; and

Whereas, our state's professional municipal clerks strive to always be impartial in handling their official duties, guided by the overarching goal of providing equal treatment to all Wisconsinites, and

Whereas, among numerous vital responsibilities, Professional Municipal Clerks serve as the official record keepers of their respective municipalities and are tasked with ensuring transparency and communication between the governing bodies they represent and all those they serve; and

Whereas, professional municipal clerks provide essential duties in the administration of elections, including training of election officials, testing of election equipment, election day management and the certification of election results; and

Whereas, even in the face of uncertainty and unprecedented challenges to election administration, our professional municipal clerks always display courage, flexibility, resilience, and dedication to the doctrine of transparent and fair elections; and

Whereas, it is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, Jack Riley, President of the Village of Summit, do hereby recognize the week of May 3 through 9, 2026, as Professional Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, Debbie Michael, and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 9th day of April, 2026

VILLAGE OF SUMMIT

Jack Riley, Village President