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, October 8, 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. PUBLIC COMMENT

5. CONSENT AGENDA - Items listed under the Consent Agenda are considered in one motion unless a Village Board Member requests that an item be removed from the Consent Agenda
   A. Minutes of September 10, 2026
   B. September 2026 payables
   C. Approval of Letter of Credit Reduction #2 for Bark River Conservancy
   D. Acceptance & designation of $25 donation from Kathleen Wirth to Community Outreach account for office training & community outreach
   E. Acceptance and designation of $1,250 donation from ORBIS to the Community Outreach account for office training and community outreach

6. PLANNING DEPARTMENT
   A. Discussion and action on a Storm Water Maintenance Agreement with Brian and Tricia Baker for Treated Impervious Surface for an addition to an existing residence and associated improvements located at 1434 N Breezeland Road (SUMT0671070)

7. WESTERN LAKES FIRE DISTRICT
   A. Monthly Report
   B. Discussion and action on Resolution No. 26-492 In the Matter of Authorizing and Exception to the Levy Limits for Charges for Western Lakes Fire District Pursuant to 2005 Wisconsin Act 484

8. PUBLIC WORKS DEPARTMENT
   A. Monthly Administrative Report
   B. Discussion and action on consideration for Special Permission per Section 24-34(b)(2)(i)(a) of the Village of Summit Code to allow for a driveway width exceeding 24 feet at 2435 N 3rd Lane
   C. Discussion and action on consideration for special permission per Section 24-37 of the Village of Summit Code to allow for a driveway with concrete installation within 5 feet of the street pavement at 34835 Elm Street
   D. Discussion and action on Final Acceptance and Dedication of Public Improvements in the Bark River Conservancy Development
   E. Discussion and action on N Dousman Road Multi-Use Trail Project Bid Results and Authorization to Award Contract

F. Discussion and action on proposal from Green for Life (GFL) for an extension of the Municipal Solid Waste and Recycling Contract

9. POLICE DEPARTMENT
   A. Monthly Report
   B. Discussion and action on request for removal of uncollectible citations from Lake Country Municipal Court records

10. VILLAGE BOARD
   A. Discussion and action on Application for Temporary Class "B" Beer & Temporary "Class B" Wine Beverage License for Emmanuel UCC Church for a Chili-Cook off on November 6, 2026
   B. Discussion and action on Resolution No. 26-493 for authorization of application to the Board of Commissioners of Public Lands, State of Wisconsin, for a Municipal General Obligation Loan in the amount not to exceed $375,000 with a 5-year term for the purpose of financing the 2026 Capital Improvements Projects
   C. Discussion and action on 2027 Capital Improvements Plan
   D. Discussion and action on 2027 Operating Budget
   E. Discussion and action to set a date and time for the 2027 Budget Public Hearing
   F. Discussion and action on Intermunicipal Agreement for ATV/UTV usage
   G. Discussion related to e-bike usage in the Village
   H. Discussion and action to set items for November 12, 2026 regular Village Board meeting

11. ADJOURN VILLAGE BOARD MEETING

Respectfully Submitted,

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

Next Regular Meeting: November 12, 2026 **Posted: October 2, 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
October 8, 2026 Meeting
Prepared by Debbie Michael

Summary of September, 2026 Payables

Batches For Payment:

Paid Batches:

$ Amount	Description
78,191.13	Payments since September Meeting

To be Paid Batches:

$ Amount	Description
79,424.42	August Payables
-	Credit Card

Total $ 157,615.55	

Total September Payables for Approval: $ 157,615.55

Approved by the Summit Village Board on this the 8th day of October, 2026

Engineering	**$**	**9,683.58**
Village		3,293.75
Chargebacks		6,389.83
Planning		**7,380.00**
Planner		4,950.00
Special Project		420.00
Chargebacks		2,010.00
Legal	**$**	**15,019.95**
Village		11,549.15
Chargebacks		3,470.80

BANK 59 ALL Checks

Posted From: 9/12/2026 From Account:
Thru: 10/01/2026 Thru Account:

Check Nbr	Check Date	Payee			Amount
410183	9/23/2026	BARBARA WOOD			
7/14 TRAINING & 8/11 ELECTION					
100-00-51440-390-000	ELECTIONS				108.00
7/14 TRAINING & 8/11 ELECTION			08112026		
100-00-51440-390-000	ELECTIONS				24.00
7/28 SVD VOTING			08112026		
				Total	132.00
410184	9/23/2026	CARRIE NAMOWICZ			
AUG 11 ELECTION					
100-00-51440-390-000	ELECTIONS				63.96
AUG 11 ELECTION			08112026		
				Total	63.96
410185	9/23/2026	CATHERINE L SHAW			
AUG 11 ELECTION					
100-00-51440-390-000	ELECTIONS				36.00
AUG 11 ELECTION			08112026		
				Total	36.00
410186	9/23/2026	CATHY BUTSCHKE			
AUG 11 ELECTION					
100-00-51440-390-000	ELECTIONS				36.00
AUG 11 ELECTION			08112026		
				Total	36.00
410187	9/23/2026	COLLEEN SCHULZ			
7/14 TRAINING & 8/11 ELECTION					
100-00-51440-390-000	ELECTIONS				54.00
7/14 TRAINING & 8/11 ELECTION			08112026		
				Total	54.00
410188	9/23/2026	DANIELLE LEONARD			
AUG 11 ELECTION					
100-00-51440-390-000	ELECTIONS				90.00
AUG 11 ELECTION			08112026		
				Total	90.00
410189	9/23/2026	DEBORAH ENGEL			
7/14 TRAINING & 8/11 ELECTION					

BANK 59 ALL Checks

Posted From: 9/12/2026 From Account:
Thru: 10/01/2026 Thru Account:

Check Nbr	Check Date	Payee			Amount
100-00-51440-390-000 ELECTIONS					84.00
7/14 TRAINING & 8/11 ELECTION			08112026		
				Total	84.00
410190	9/23/2026	FAYE FREDERICH			
JULY 14 TRAINING					
100-00-51440-390-000 ELECTIONS					24.00
JULY 14 TRAINING			08112026		
				Total	24.00
410191	9/23/2026	JOAN GUCCIARDI			
AUG 11 ELECTION					
100-00-51440-390-000 ELECTIONS					162.00
AUG 11 ELECTION			08112026		
				Total	162.00
410192	9/23/2026	JOE STRAZISHAR			
AUG 11 ELECTION					
100-00-51440-390-000 ELECTIONS					177.00
AUG 11 ELECTION			08112026		
				Total	177.00
410193	9/23/2026	KAREN BERTE RASMUSSEN			
AUG 11 ELECTION					
100-00-51440-390-000 ELECTIONS					84.00
AUG 11 ELECTION			08112026		
				Total	84.00
410194	9/23/2026	KATHY STRAZISHAR			
AUG 11 ELECTION					
100-00-51440-390-000 ELECTIONS					177.00
AUG 11 ELECTION			08112026		
				Total	177.00
410195	9/23/2026	KIM KHAIL			
AUG 11 ELECTION					
100-00-51440-390-000 ELECTIONS					93.00
AUG 11 ELECTION			08112026		
				Total	93.00

BANK 59 ALL Checks

Posted From: 9/12/2026 From Account:
Thru: 10/01/2026 Thru Account:

Check Nbr	Check Date	Payee			Amount
410196	9/23/2026	LISA CARRAO			
AUG 11 ELECTION & 7/14 TRAINING					
100-00-51440-390-000	ELECTIONS				52.56
AUG 11 ELECTION & 7/14 TRAINING			08112026		
				Total	52.56
410197	9/23/2026	LISA LABORDE			
7/14 TRAINING & 8/11 ELECTION					
100-00-51440-390-000	ELECTIONS				72.00
7/14 TRAINING & 8/11 ELECTION			08112026		
				Total	72.00
410198	9/23/2026	PAM MCMURRAY			
AUG 11 ELECTION					
100-00-51440-390-000	ELECTIONS				84.00
AUG 11 ELECTION			08112026		
				Total	84.00
410199	9/23/2026	PATRICIA SIEBRECHT			
7/14 TRAINING & 8/11 ELECTION					
100-00-51440-390-000	ELECTIONS				39.00
7/14 TRAINING & 8/11 ELECTION			08112026		
				Total	39.00
410200	9/23/2026	ROBERT H STORM			
AUG 11 ELECTION					
100-00-51440-390-000	ELECTIONS				33.00
AUG 11 ELECTION			08112026		
				Total	33.00
410201	9/23/2026	SANDY CASTERLINE			
7/14 TRAINING & 8/11 ELECTION					
100-00-51440-390-000	ELECTIONS				45.00
7/14 TRAINING & 8/11 ELECTION			08112026		
				Total	45.00
410202	9/23/2026	STEVE KHAIL			
AUG 11 ELECTION					
100-00-51440-390-000	ELECTIONS				90.00
AUG 11 ELECTION			08112026		

BANK 59 ALL Checks

Posted From: 9/12/2026 From Account:
Thru: 10/01/2026 Thru Account:

Check Nbr	Check Date	Payee			Amount
				Total	90.00
410203	9/23/2026	TOM LERCHE			
AUG 11 ELECTION					
100-00-51440-390-000	ELECTIONS				42.00
AUG 11 ELECTION			08112026		
				Total	42.00
410204	9/23/2026	GFL ENVIRONMENTAL			
AUG 2309 GARBAGE/RECY/YW					
100-00-53620-000-000	GARBAGE & RECYCLING				44,779.06
AUG 2309 GARBAGE/RECY/YW			U70000385835		
100-00-53620-000-000	GARBAGE & RECYCLING				-150.00
CREDIT FOR DUPLICATE PICK UP FEE			U70000385835		
				Total	44,629.06
410205	9/23/2026	MUNICIPAL INSPECTORS LLC			
JULY BLDG PERMITS					
100-00-52400-290-000	BUILDING INSPECT O/S SERVICES				14,405.08
JULY BLDG PERMITS			JULY 2026		
				Total	14,405.08
410206	9/23/2026	PLANNING & ZONING LLC			
AUG 2026 PLANNING 41.25 HRS					
100-00-56301-290-000	VILLAGE PLANNER O/S SERVICES				4,950.00
AUG 2026 PLANNING 41.25 HRS			276		
100-00-13100-000-000	CUSTOMER ACCOUNTS RECEIVABLE				660.00
PABST FARMS DEVELOPMENT			278		
100-00-13100-000-000	CUSTOMER ACCOUNTS RECEIVABLE				180.00
ROGERS MEMORIAL			278		
100-00-13100-000-000	CUSTOMER ACCOUNTS RECEIVABLE				60.00
OUR MOTHER PERPETUAL			278		
100-00-13100-000-000	CUSTOMER ACCOUNTS RECEIVABLE				180.00
WHITE STONE CHURCH			278		
100-00-13100-000-000	CUSTOMER ACCOUNTS RECEIVABLE				30.00
FULLER TEXT AMENDMENT			278		
100-00-13100-000-000	CUSTOMER ACCOUNTS RECEIVABLE				240.00
BROOKS GARAGE			278		
100-00-13100-000-000	CUSTOMER ACCOUNTS RECEIVABLE				330.00
POUCHNIK REZONE/LAND DIV			278		

BANK 59 ALL Checks

Posted From: 9/12/2026 From Account:
Thru: 10/01/2026 Thru Account:

Check Nbr	Check Date	Payee			Amount
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE			270.00
MCNAMEE/EAST POOL LAND DIVISION			278		
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE			60.00
BEGALE GARAGE ADDITION			278		
100-00-56302-290-000		PLANNER SPECIAL PROJECTS			420.00
ZONING LAND USE 3.5 HRS AUG			277		
				Total	7,380.00
410207	9/23/2026	SECURIAN FINANCIAL			
LIFE INS					
100-00-52100-132-000		POLICE INSURANCE			118.44
LIFE INS			AUG 2026		
100-00-53300-132-000		PUBLIC WORKS INSURANCE			44.59
LIFE INS			AUG 2026		
100-00-51420-132-000		ADMIN C/T INSURANCE			32.47
LIFE INS			AUG 2026		
100-00-51422-132-000		VILLAGE OFFICE INSURANCE			21.06
LIFE INS			AUG 2026		
100-00-13101-000-000		ACCOUNTS RECEIVABLE OTHER			138.74
SUPP LIFE INS			AUG 2026		
100-00-52100-132-000		POLICE INSURANCE			118.44
LIFE INS			SEPT 2026		
100-00-53300-132-000		PUBLIC WORKS INSURANCE			44.59
LIFE INS			SEPT 2026		
100-00-51420-132-000		ADMIN C/T INSURANCE			32.47
LIFE INS			SEPT 2026		
100-00-51422-132-000		VILLAGE OFFICE INSURANCE			21.06
LIFE INS			SEPT 2026		
100-00-13101-000-000		ACCOUNTS RECEIVABLE OTHER			138.74
LIFE INS ADDITIONAL			SEPT 2026		
				Total	710.60
H2O AUG	9/21/2026	OCONOMOWOC UTILITIES			
WATER DPW 7/20 - 8/21				Manual Check	
100-00-51600-220-000		VILLAGE HALL UTILITY			48.77
WATER DPW 7/20 - 8/21			09012026		
100-00-51600-220-000		VILLAGE HALL UTILITY			162.91
WATER 7/20 - 8/20			09012026		

BANK 59 ALL Checks

Posted From: 9/12/2026 From Account:
Thru: 10/01/2026 Thru Account:

Check Nbr	Check Date	Payee			Amount
				Total	211.68
SEPT 26	9/01/2026	DELTA DENTAL OF WISCONSIN			
MOUDRY SUPP DENTAL				Manual Check	
100-00-21530-000-000	INSURANCE PAYABLE				68.18
MOUDRY SUPP DENTAL			109777		
100-00-21530-000-000	INSURANCE PAYABLE				22.24
LILLIENKAMP SUPP DENTAL			109777		
				Total	90.42
FSA 9/11	9/11/2026	DIVERSIFIED BENEFIT SERVICES INC			
FSA REIMB BUTINA 9/11				Manual Check	
100-00-13102-000-000	125-FSA				358.82
FSA REIMB BUTINA 9/11			8438512		
100-00-13102-000-000	125-FSA				560.91
FSA REIMB LAVALLIERE 9/11			8438513		
100-00-13102-000-000	125-FSA				129.00
FSA REIMB WRAALSTAD 9/11			8438514		
100-00-13102-000-000	125-FSA				444.92
FSA REIMB OWENS 9/25			8454331		
				Total	1,493.65
UTIL 8/26	9/18/2026	WE ENERGIES - MONTHLY BILL			
PD SMALL OFFICE/GARAGE				Manual Check	
100-00-51600-220-000	VILLAGE HALL UTILITY				250.30
PD SMALL OFFICE/GARAGE			6059433721		
100-00-51600-220-000	VILLAGE HALL UTILITY				13.38
DPW			6059433721		
100-00-53420-000-000	STREET LIGHTING				147.88
LED STREET LIGHTS			6059433721		
100-00-53420-000-000	STREET LIGHTING				863.81
AURORA & STREET LIGHTS			6059433721		
100-00-55200-390-000	RECREATION EXPENSE				154.59
VILLAGE PARK			6059433721		
100-00-51600-220-000	VILLAGE HALL UTILITY				1,827.03
VILLAGE HALL			6059433721		
100-00-54910-390-000	CEMETERY EXPENSE				35.15
CEMETERY			6059433721		
				Total	3,292.14

BANK 59 ALL Checks

Posted From: 9/12/2026 From Account:
Thru: 10/01/2026 Thru Account:

Check Nbr	Check Date	Payee		Amount
CC 8/25/26	9/16/2026	US BANK		
JIMMY JOHNS LUNCH FOR AUG 11 ELECTION			Manual Check	
100-00-51440-390-000	ELECTIONS			76.95
JIMMY JOHNS LUNCH FOR AUG 11 ELECTION			45751395802726401	
100-00-51600-390-000	VILLAGE HALL EXPENSE			66.17
Amazon - Staples and Toner			11343801669457029	
100-00-53300-350-000	PUBLIC WORKS EQUIP MAINT			38.97
FleetFarm - 2x antifreeze & socket			9564	
100-00-53300-321-000	PUBLIC WORKS DUES & TRAINING			70.00
UW Waukesha Ext/Urban Forestry - E. Snow			426957337	
100-00-53300-321-000	PUBLIC WORKS DUES & TRAINING			70.00
UW Wauk Ext - Urban Forestry D. Moudry			426957337	
100-00-51440-390-000	ELECTIONS			5.49
Kwik Trip - water			12098763	
100-00-51600-240-000	VILLAGE HALL REPAIRS & MAINT			126.72
Amazon - Paper towels			11266754379271457	
100-00-53300-321-000	PUBLIC WORKS DUES & TRAINING			300.00
APWA WI 2026 Fall Conf -K. Nash			WHVXDIHW24	
100-00-51600-320-000	VILLAGE HALL IT SUBSCRIPTIONS			160.00
Microsoft - Online Services			E08010172P	
100-00-51600-220-000	VILLAGE HALL UTILITY			550.00
Spectrum - Fiber			152352501072126	
100-00-51600-220-000	VILLAGE HALL UTILITY			137.58
Spectrum - Phone			152352601072126	
100-00-51600-220-000	VILLAGE HALL UTILITY			94.62
Spectrum - FAX			152352701072126	
100-00-51600-390-000	VILLAGE HALL EXPENSE			49.07
Complete Office WI - 5 reams color paper			163575	
100-00-51600-390-000	VILLAGE HALL EXPENSE			48.38
Cmplt Ofc WI Binder,Paper,Post-its			165887	
100-00-51600-390-000	VILLAGE HALL EXPENSE			23.42
Cmplt Ofc WI - 2 reams paper			175625	
100-00-51600-390-000	VILLAGE HALL EXPENSE			5.29
Cmplt Ofc WI - Binder Clips			166079	
100-00-51600-390-000	VILLAGE HALL EXPENSE			158.86
Cmplt Ofc WI - Paper clip, Envelopes			180296	
100-00-52100-390-000	POLICE EXPENSE			249.86
InMotion Hosting- Domain Reg, Power Pln			IMH31494681116	

BANK 59 ALL Checks

Posted From: 9/12/2026 From Account:
Thru: 10/01/2026 Thru Account:

Check Nbr	Check Date	Payee		Amount
100-00-52100-390-000	POLICE EXPENSE			75.00
Aurora Hlth Care- Blood Tests			1683201	
100-00-52100-390-000	POLICE EXPENSE			48.68
Sirchie- Cocaine ID Swipes			0732704IN	
100-00-52100-312-000	POLICE TRAINING & SUPPLY			47.99
Amazon-2x CR123A 3V Lithium Battery			11112028540928252	
100-00-52100-390-000	POLICE EXPENSE			25.64
Amazon- 30 pack Hanging File Fldrs			11163056730980268	
100-00-52100-270-000	POLICE DISPATCH & RADIO			190.05
Verizon - Wireless			6148785252	
100-00-52100-312-000	POLICE TRAINING & SUPPLY			110.00
Kalahari- J. Hennlich Room			R266B1	
100-00-52100-312-000	POLICE TRAINING & SUPPLY			350.22
Kalahari - Room J. Hennlich			R266B1	
100-00-52100-312-000	POLICE TRAINING & SUPPLY			-50.24
Kalahari - J. Hennlich Tax Cr			R266B1	
100-00-52100-312-000	POLICE TRAINING & SUPPLY			110.00
Kalahari - Room K. Lietzau			R266AC	
100-00-52100-312-000	POLICE TRAINING & SUPPLY			350.22
Kalahari- Room K. Lietzau			R266AC	
100-00-52100-312-000	POLICE TRAINING & SUPPLY			-50.24
Kalahari - Tax Cr K.Lietzau			R266AC	
100-00-52105-000-000	COMMUNITY OUTREACH PROG			134.28
Amazon-Laptop scrn extnder, Backpack			11165861145048220	
100-00-52100-390-000	POLICE EXPENSE			136.00
Microsoft- Mthly Online Services			E0400ZZD4H	
			Total	3,708.98
COPIER SEP26	9/21/2026 LEAF			
COPIER LEASE			Manual Check	
100-00-51600-291-000	VILLAGE HALL LEASE/RENTAL EQUI			99.00
COPIER LEASE			20927706	
			Total	99.00
POSTAGE 9/16	9/16/2026 PITNEY BOWES			
POSTAGE FOR ABSENTEE BALLOTS			Manual Check	
100-00-51440-390-000	ELECTIONS			500.00
POSTAGE FOR ABSENTEE BALLOTS			09162026	

BANK 59 ALL Checks

Posted From: 9/12/2026 From Account:
Thru: 10/01/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
		Total	500.00
		Grand Total	78,191.13

BANK 59 ALL Checks

Posted From: 9/12/2026 From Account:
Thru: 10/01/2026 Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	78,191.13
Total Expenditure from all Funds	78,191.13

Dated From: 10/09/2026 From Account:
Thru: 10/09/2026 Thru Account:

Voucher Nbr	Check Date	Payee			Amount
	10/09/2026	ACCURATE APPRAISAL LLC			
SEPTEMBER 2026					
100-00-51530-290-000	ASSESSOR O/S SERVICES				2,500.00
SEPTEMBER 2026			CM-8.20.26.40		
				Total	2,500.00
	10/09/2026	ACCURATE GRAPHICS, INC			
ORANGE ARROW STICKERS					
100-00-52402-000-000	BUILDING INSPECT SUPPLIES				155.51
ORANGE ARROW STICKERS			50577		
				Total	155.51
	10/09/2026	ACE HARDWARE OF OCONOMOWOC			
WASP SPRAY					
100-00-54910-390-000	CEMETERY EXPENSE				9.59
WASP SPRAY			265094		
100-00-53300-350-000	PUBLIC WORKS EQUIP MAINT				15.99
UNIVERSAL JOINT JOHN DEERE			265094		
				Total	25.58
	10/09/2026	BADGER PEST CONTROL			
PEST CONTROL					
100-00-51600-240-000	VILLAGE HALL REPAIRS & MAINT				1,000.00
PEST CONTROL			331893		
				Total	1,000.00
	10/09/2026	COREY OIL LTD			
389.6 GAL GAS					
100-00-52100-250-000	POLICE FUEL				1,579.83
389.6 GAL GAS			423897		
100-00-52100-250-000	POLICE FUEL				1,302.66
370.6 GAL GAS			424663		
100-00-53300-250-000	PUBLIC WORKS FUEL				851.60
156.4 GAL DIESEL			424662		
				Total	3,734.09
	10/09/2026	DAN PLAUTZ CLEANING SERVICE, INC.			
SEPTEMBER CLEANING					
100-00-51600-280-000	VILLAGE HALL CLEANING				794.00
SEPTEMBER CLEANING			9952		

Dated From: 10/09/2026 From Account:
Thru: 10/09/2026 Thru Account:

Voucher Nbr	Check Date	Payee			Amount
100-00-51600-280-000		VILLAGE HALL CLEANING			794.00
AUGUST CLEANING			9878		
				Total	1,588.00

10/09/2026 DIVERSIFIED BENEFIT SERVICES INC
SEPTEMBER FSA ADMIN

100-00-51600-210-000		VILLAGE HALL 3RD PARTY ADMIN			105.00
SEPTEMBER FSA ADMIN			490479		
				Total	105.00

10/09/2026 G-BROCKS AUTO REPAIR
617 2025 FORD BRAKES

100-00-52100-260-000		POLICE SQUAD REP & MAINT			1,694.85
617 2025 FORD BRAKES			160650		
				Total	1,694.85

10/09/2026 GLOBE LIFE
SUPP LIFE INS OCT

100-00-21530-000-000		INSURANCE PAYABLE			271.38
SUPP LIFE INS OCT			10012026		
				Total	271.38

10/09/2026 GOVERNMENT FORMS & SUPPLIES
12 DS200 THERMAL PAPER ROLLS

100-00-51440-390-000		ELECTIONS			54.58
12 DS200 THERMAL PAPER ROLLS			0363884		
100-00-51440-390-000		ELECTIONS			706.64
EL-122 ENVELOPES			0364435		
				Total	761.22

10/09/2026 ITU ABSORB TECH INC
COVERALLS

100-00-53300-390-000		PUBLIC WORKS EXPENSE			7.08
COVERALLS			8791396		
100-00-53300-390-000		PUBLIC WORKS EXPENSE			7.08
COVERALLS			8795121		
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT			145.95
SHOP TOWELS, MATS			8795121		
100-00-53300-390-000		PUBLIC WORKS EXPENSE			7.08
COVERALLS			8798684		

Dated From: 10/09/2026 From Account:
Thru: 10/09/2026 Thru Account:

Voucher Nbr	Check Date	Payee			Amount
				Total	167.19

10/09/2026 KAMRON NASH
HOTEL ROOM APWA PWX CONF HOTEL

100-00-53300-321-000	PUBLIC WORKS DUES & TRAINING			1,179.32
	HOTEL ROOM APWA PWX CONF HOTEL	2247		
			Total	1,179.32

10/09/2026 KONTNEY COMPUTER GROUP
MELLONE EMAIL RESET

100-00-51100-390-000	VILLAGE BOARD EXPENSE			50.00
	MELLONE EMAIL RESET	26843		
			Total	50.00

10/09/2026 LAKE & COUNTRY TIRE
TIRE FORD EXPLORER

100-00-53300-350-000	PUBLIC WORKS EQUIP MAINT			52.00
	TIRE FORD EXPLORER	117249		
100-00-55200-390-000	RECREATION EXPENSE			29.95
	20X10-10 TUBE & INSTALL	13844		
100-00-54910-390-000	CEMETERY EXPENSE			352.98
	26X12-12 2 CARLSTAR MULTI TRAC	13837		
			Total	434.93

10/09/2026 METLIFE
SUPPLEMENTAL VISION

100-00-21530-000-000	INSURANCE PAYABLE			31.10
	SUPPLEMENTAL VISION	SEPT 2026		
			Total	31.10

10/09/2026 MID-STATE EQUIPMENT
CONE, CUP, SEALS, SPACER

100-00-54910-390-000	CEMETERY EXPENSE			49.48
	CONE, CUP, SEALS, SPACER	D18007		
			Total	49.48

10/09/2026 MIDWEST FIBER NETWORKS LLC
27 POLYCOM VVX-450 SIP PHONES

100-00-51600-220-000	VILLAGE HALL UTILITY			2,565.00
	27 POLYCOM VVX-450 SIP PHONES	52082		

Dated From: 10/09/2026 From Account:
Thru: 10/09/2026 Thru Account:

Voucher Nbr	Check Date	Payee			Amount
100-00-51600-220-000		VILLAGE HALL UTILITY			556.98
VOIP			28281067		
100-00-51600-220-000		VILLAGE HALL UTILITY			264.74
VOIP			28273583		
				Total	3,386.72

10/09/2026 MUNICIPAL INSPECTORS LLC
AUG 2026 BLDG PERMITS

100-00-52400-290-000	BUILDING INSPECT O/S SERVICES		19,697.13
AUG 2026 BLDG PERMITS		AUGUST 2026	
		Total	19,697.13

10/09/2026 MUNICIPAL LAW & LITIGATION GROUP SC
MISC LEGAL AUG/SEPT

100-00-51300-290-000	LEGAL EXPENSE O/S SERVICES		8,449.05
MISC LEGAL AUG/SEPT		18911	
100-00-51300-290-000	LEGAL EXPENSE O/S SERVICES		1,852.50
TRAFFIC COURT AUG/SEPT		18911	
100-00-13100-000-000	CUSTOMER ACCOUNTS RECEIVABLE		419.15
ROGERS		18911	
100-00-13100-000-000	CUSTOMER ACCOUNTS RECEIVABLE		220.00
WILBUR ROAD VACA		18911	
100-00-13100-000-000	CUSTOMER ACCOUNTS RECEIVABLE		1,628.35
PABST FARMS		18911	
100-00-13100-000-000	CUSTOMER ACCOUNTS RECEIVABLE		150.00
BROOKS GARAGE		18911	
100-00-13100-000-000	CUSTOMER ACCOUNTS RECEIVABLE		150.00
CHOPP/RAVINIA PARK		18911	
100-00-51300-290-000	LEGAL EXPENSE O/S SERVICES		892.60
LIBBEY LITIGATION		18911	
100-00-13100-000-000	CUSTOMER ACCOUNTS RECEIVABLE		783.30
WHITESTONE CHURCH		18911	
100-00-13100-000-000	CUSTOMER ACCOUNTS RECEIVABLE		60.00
MCNAMEE/EAST POOL CSM		18911	
100-00-51300-290-000	LEGAL EXPENSE O/S SERVICES		95.00
CLAIM/SETTLEMENT DEMAND NUNNEMACHER		18911	
100-00-51300-290-000	LEGAL EXPENSE O/S SERVICES		260.00
ENFORCEMENT ACTION - KARIUS & SIEBRECHT		18911	

Dated From: 10/09/2026 From Account:
Thru: 10/09/2026 Thru Account:

Voucher Nbr	Check Date	Payee			Amount
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE			60.00
POUCHNIK/BLACK RIDGE			18911		
				Total	15,019.95
	10/09/2026	POMP'S TIRE SERVICE INC			
TIRE 245/55VR18					
100-00-53300-350-000		PUBLIC WORKS EQUIP MAINT			130.00
TIRE 245/55VR18			950568095		
				Total	130.00
	10/09/2026	SERWE IMPLEMENT			
FLAIL, CLEVIL FLAIL, BOLT, NUT NYLOCK					
100-00-53300-350-000		PUBLIC WORKS EQUIP MAINT			485.75
FLAIL, CLEVIL FLAIL, BOLT, NUT NYLOCK			13476		
				Total	485.75
	10/09/2026	SHORT ELLIOTT HENDRICKSON INC			
ON CALL ENG AUGUST					
100-00-53101-000-000		ENGINEERING O/S SERVICES			3,223.75
ON CALL ENG AUGUST			516181		
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE			1,168.75
WHITESTONE CHURCH			516180		
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE			917.45
ROGERS MEMORIAL			516180		
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE			53.75
HIGHWATER BAR			516180		
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE			148.75
LURVEY THE GATHERING			516180		
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE			2,190.00
ESCHWEILER - BARK RIVER CONS			516180		
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE			107.50
COSTCO PERMITS REVIEW			516180		
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE			787.75
PABST FARMS THE HARVEST			516180		
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE			85.88
HOPE CHURCH PARKING LOT EXP			516180		
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE			107.50
BROOKS GARAGE			516180		

Dated From: 10/09/2026 From Account:
Thru: 10/09/2026 Thru Account:

Voucher Nbr	Check Date	Payee			Amount
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE			261.25
BLACK RIDGE/POUCHNIK CSM			516180		
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE			203.75
MCNAMEE/EASTPOOL CSM			516180		
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE			357.50
LOT 5 GRADING BARK RIVER CONS			516180		
100-00-53300-345-000		PUBLIC WORKS MS4			70.00
MS4 ENG AUG 2026			516181		
				Total	9,683.58
	10/09/2026	STANDARD INSURANCE COMPANY RC			
STD/LTD SEP					
100-00-52100-132-000		POLICE INSURANCE			753.80
STD/LTD SEP			OCT 2026		
100-00-53300-132-000		PUBLIC WORKS INSURANCE			255.02
STD/LTD SEP			OCT 2026		
100-00-51422-132-000		VILLAGE OFFICE INSURANCE			31.93
STD/LTD SEP			OCT 2026		
100-00-51420-132-000		ADMIN C/T INSURANCE			83.49
STD/LTD SEP			OCT 2026		
				Total	1,124.24
	10/09/2026	STRAND ASSOCIATES INC			
N DOUSMAN RD TRL TAP					
400-00-57400-000-000		CAPITAL PURCHASE			2,719.42
N DOUSMAN RD TRL TAP			0243048		
400-00-57400-000-000		CAPITAL PURCHASE			679.85
N DOUSMAN RD TRL STEWARDSHIP			0243048		
				Total	3,399.27
	10/09/2026	TIM'S AUTO PARTS			
80W90 GEAR OIL					
100-00-55200-390-000		RECREATION EXPENSE			27.81
80W90 GEAR OIL			11557-852786		
100-00-55200-390-000		RECREATION EXPENSE			26.95
EXTRACTION PUMP, 80W90 GEAR OIL			11557-852475		
				Total	54.76

Dated From: 10/09/2026 From Account:
Thru: 10/09/2026 Thru Account:

Voucher Nbr	Check Date	Payee			Amount
	10/09/2026	TOP PACK DEFENSE			
SHIRT LIU					
100-00-52100-313-000	POLICE CLOTHING ALLOW				96.13
SHIRT LIU			19857		
100-00-52100-313-000	POLICE CLOTHING ALLOW				290.19
PANTS LIU			19826		
100-00-52100-313-000	POLICE CLOTHING ALLOW				150.08
SHIRTS ARBINGER			19819		
				Total	536.40
	10/09/2026	ULINE			
POSTING BOARD PETER PRIME PARK					
100-00-51600-240-000	VILLAGE HALL REPAIRS & MAINT				715.00
POSTING BOARD PETER PRIME PARK			213674873		
				Total	715.00
	10/09/2026	VILLAGE OF DOUSMAN			
AUG 2026 CITATIONS					
100-00-45100-000-000	TRAFFIC FINES & FORFEITURE				1,634.12
AUG 2026 CITATIONS			08312026		
				Total	1,634.12
	10/09/2026	VPI ENGINEERING LLC			
LOWER NEMAHBIN DAM INSPECTION					
100-00-53300-370-000	PUBLIC WORKS ROAD MAINTENANCE				2,550.00
LOWER NEMAHBIN DAM INSPECTION			VPI-26017-01		
				Total	2,550.00
	10/09/2026	WAUKESHA COUNTY TREASURER			
ATV/UTV SIGNAGE - TO BE REIMB BY OA CLUB					
100-00-13101-000-000	ACCOUNTS RECEIVABLE OTHER				1,208.12
ATV/UTV SIGNAGE - TO BE REIMB BY OA CLUB			CINV2026-03688		
				Total	1,208.12
	10/09/2026	WISCONSIN PROFESSIONAL POLICE ASSOCATION INC			
LEER, PAC, ELPP 8 EMP					
100-00-21550-000-000	UNION DUES				424.00
LEER, PAC, ELPP 8 EMP			29468		
				Total	424.00

Dated From: 10/09/2026 From Account:
Thru: 10/09/2026 Thru Account:

Voucher Nbr	Check Date	Payee		Amount
	10/09/2026	WOLF PAVING CO INC		
ASPHALT HMA				
100-00-53300-370-000		PUBLIC WORKS ROAD MAINTENANCE		1,056.64
ASPHALT HMA			56951	
400-00-57400-000-000		CAPITAL PURCHASE		979.84
ASPHALT VILLAGE PARK PATH			56951	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE		3,011.84
ASPHALT OABC PATH PAVING			56951	
100-00-53300-370-000		PUBLIC WORKS ROAD MAINTENANCE		288.61
3.94 TN ASPHALT HMA			56625	
100-00-53300-370-000		PUBLIC WORKS ROAD MAINTENANCE		290.80
3.97 TN ASPHALT HMA			56164	
			Total	5,627.73
			Grand Total	79,424.42

Dated From: 10/09/2026 From Account:
Thru: 10/09/2026 Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	75,045.31
Total Expenditure from Fund # 400 - CAPITAL PROJECTS	4,379.11
Total Expenditure from all Funds	79,424.42

VILLAGE OF SUMMIT

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

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

MEMORANDUM

To: Village Board

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: October 2, 2026

Re: Discussion and action on request for reduction #2 in the Letter of Credit for Bark River Conservancy Development

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BACKGROUND: There has been substantial construction of the public improvements for Bark River Conservancy (18 new single-family lots) which included storm sewer, grading, paving, landscaping, silt fencing and erosion control measures. The individual driveways will be handled through the Public Works Department. The Developer has submitted for dedication and acceptance of public improvements.

Brian Pehl, SEH Engineer, has done site observations and is recommending release of funds.

ATTACHMENTS: Request for reduction #2 in Letter of Credit SEH approval Letter.

FISCAL IMPACT: $317,074 reduction in Letter of Credit held by the bank, no outflow of money from the Village. This leaves financial protection in the amount of $14,035 for the estimated remaining work.

MOTION: **To approve Letter of Credit Reduction #2 for Bark River Conservancy in the amount of $317,074 as recommended by the Village Engineer.**

Technical Engineering Consultants, LLC
Phone (414) 791-5373 • Email: trdaf@msn.com

October 2, 2026

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

RE: Letter of Credit Reduction Request No. 2
Bark River Conservancy

Dear Ms. Michael:

Pursuant to Section 11(D) of the Developer's Agreement for Bark River Conservancy recorded on 09/10/2025, the developer, Genesee Lake Road LLC, herewith requests reduction of Summit Credit Union Irrevocable Standy Letter of Credit #263 in accordance with the Village Engineer's report dated October 1, 2026 to the amount of $14,035.00. Kindly place this request on the next available Village Board Agenda.

If you should have any questions or require additional information, please feel free to contact me at your earliest convenience at my contact information above.

Sincerely,

Dean A. Frederick

Dean A Frederick
for Genesee Lake Road LLC

cc: Kamron Nash, PE via email
Brian Pehl, PE via email

SEH

Building a Better World
for All of Us®

October 1, 2026

RE: Bark River Conservancy Development
LOC Reduction No. 2 Recommendation
SEH No. 176551 Task 53 14.00

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

Dear Debra:

We have received a second request from the developer of the Bark River Conservancy single family residential development to reduce the letter of credit based on the work that has already been completed. The developer has provided supporting information with the request.

Based on our on-site observations, and the information provided by the developer, we are recommending a similar release of funds held. The most significant difference between the request and recommendation is the landscaping completion. The developer is claiming 100% release however the landscaping has not yet been verified and therefore we do not feel comfortable with the full release of that item. The other items are similar. We also recommend holding a 10% contingency on the remaining work, which is consistent with the post-substantial completion security section of the DA.

The original letter of credit was $1,076,791. The first reduction reduced the amount being held to $331,109, including the 20% contingency on the remaining work. For this second reduction, we recommend reducing the letter of credit amount by $317,074; this results in $14,035 being held in the financial guarantee. This includes a 10% contingency for the estimated remaining work valued at $12,759. We have attached the updated spreadsheet used to track the items.

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

Sincerely,

Brian Pehl, PE
Senior Professional Engineer

bp
CC: Kamron Nash, PE - Public Works Director
Dean Frederick- Developer

Attachment
x:\pt\s\summv\176551\task 53 - eschweiler - bark river conservancy\loc\reduction no. 2\176551 task 53_bark river conservancy loc reduction no. 2_michael_2026-09-25.docx

Bark River Conservancy - Letter of Credit - Reduction No. 2

Date: 1-Oct-26

Item No.	FEATURE OF WORK	Amount	% Previously Complete	% Additional Complete	Amount Already Reduced	Amount currently Recommended	Amount Remaining
1	Demolition	-	0	0	-	-	-
2	Clear and Grubbing	-	0	0	-	-	-
3	Grading/Excavation	$398,797	86	12.7	$342,965	$50,647	$5,184
4	Sanitary Sewer	-	0	0	-	-	-
5	Water Main	-	0	0	-	-	-
6	Storm Sewer	$43,685	90	10	$39,317	$4,369	$0
7	Road Construction - included with Grading & Paving	-	0	0	-	-	-
8	Sidewalks/Paving	$259,530	75	25	$194,648	$64,883	$0
9	Lighting	-	0	0	-	-	-
10	Erosion Control	$127,064	35	65	$44,472	$82,592	$0
11	SW Management (included in Grading & Storm Sewer)	-	0	0	-	-	-
12	Landscaping	$65,250	0	90	$0	$58,725	$6,525
13	Restoration of Disturbed Areas (Included with EC)	-	0	0	-	-	-
14	Removal of Silt Fence, etc.	$3,000	0	65	$0	$1,950	$1,050
	SUBTOTAL:	$897,326			$621,402	$263,165	$12,759
	Contingency after Reduction No. 1:	$55,185					
	10% Contingency on Remaining Work:	$1,276				$53,909	
	TOTAL REMAINING AFTER REDUCTION NO. 1:	$331,109					
	AMOUNT RECOMMENDED FOR RELEASE-REDUCTION NO. 2:					**$317,074**	
	AMOUNT REMAINING AFTER REDUCTION NO. 2:	**$14,035**					

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 Brian Wraalstad

Date: September 29th, 2026

Re: Designation of Donated Funds

BACKGROUND: The Village of Summit resident, Kathleen Wirth, has donated $25 to the Police Department. The donation was to be used for Community Outreach. I would request that these funds be placed in the Community Outreach Account for those purposes.

ATTACHMENTS: None.

FISCAL IMPACT: None

RECOMMENDED: Motion to approve the designation of the $25 donation from Kathleen Wirth to the Community Outreach Account for officer training and community outreach.

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 Brian Wraalstad

Date: September 29th, 2026

Re: Designation of Donated Funds

BACKGROUND: The ORBIS Corporation, a subsidiary of Menasha Corporation, has donated $1250 to the Police Department. We typically designate this donation for training and Community Outreach. I would request that these funds be placed in the Community Outreach Account for those purposes.

ATTACHMENTS: None.

FISCAL IMPACT: None

RECOMMENDED: Motion to approve the designation of the $1250 donation from ORBIS to the Community Outreach Account for officer training and community outreach.

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

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

MEMORANDUM

To: Village Board

From: Amy Barrows, Village Planner

Date: October 8, 2026

Re: Discussion and action on a Storm Water Maintenance Agreement with Brian and Tricia Baker for Treated Impervious Surface for an addition to an existing residence and associated improvements located at 1434 N. Breezeland Road (SUMT0671070)

BACKGROUND: The applicant is proposing to construct an addition to the residence and retaining wall and reconstruct a patio and deck at the property located at 1434 N. Breezeland Road. The addition is located in the northeast corner of the residence and is 221.8 sq. ft. in size. An existing patio and deck will also be reconstructed consisting of 279.5 sq. ft. When consideration is given to some pavement being removed as part of the patio reconstruction, impervious surfaces increase from 6,782.5 sq. ft. (38.8%) to 6,847.5 sq. ft. (39.2%). The applicant is required to treat the additional 65 sq. ft. (0.4%) of impervious surface.

The applicant is proposing to treat the additional impervious surface by constructing a 10 ft. long x 12 ft. wide x 2 ft. deep infiltration trench on the roadside of the residence that will collect water from a portion of the roof area. The trench will be able to store 40 cubic feet of runoff, which is more than required.

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

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

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

ATTACHMENTS: Draft Stormwater Maintenance Agreement
Stormwater Management Plan

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

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

1. **The agreement and stormwater management device shall be reviewed and approved by the Village Engineer.**
2. **The final agreement shall be recorded with Waukesha County Register of Deeds.**
3. **The treatment device shall be in place prior to a Final Building Inspection for the addition.**

DOCUMENT NUMBER

1434 N Breezeland Rd., Oconomowoc, WI 53066

STORM WATER MAINTENANCE AGREEMENT

EXHIBITS

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

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

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

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

Name and Return Address

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

SUMT0611949
Parcel Identification Number (PIN)

Storm Water Management Measures
and
Maintenance Agreement

This Agreement is made and executed this _____day of _____, 2025 by Brian and Patricia Baker/Kuse (hereinafter the "Owner") and the Village of Summit (hereinafter the "Village").

WHEREAS, Owner has subjected the property located at 1434 N Breezeland Rd Oconomowoc, WI 53066 (the "Property") located at all that part of Lot 21, in Breezeland on Lower Nemahbin Lake, being part of the Southwest ¼ and the Northwest ¼ of the Southwest ¼ of Section 24, Township 7 North, Range 17 East, in the Village of Summit, Waukesha County, Wisconsin

, to certain conditions which are expressly made a part hereof, and as approved by the Village of Summit and is expressly made an integral part hereof, for the benefit of the Property, Village, and the Tenants; and,

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

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

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

NOW, THEREFORE, in compliance with the terms applicable to the property located at 1434 N Breezeland Rd, Oconomowoc, WI 53066 ("Property"), the parties agree as follows.

1. The Owner, its successors or assigns, shall be solely responsible for the maintenance, upkeep, and repair of the storm water management system of 1434 N Breezeland Rd, Oconomowoc, WI 53066 ("Property").

2. Upon written notice from the Village or their designee, the Owner, its successors or assigns, shall, at their own cost and within a reasonable time period, have a BMP inspection conducted by a qualified person, file a report to the village engineer, and complete any maintenance or repair work recommended in the report.

3. The Village is authorized, but not required, to perform the corrective actions identified in the notice if the Owner, its successors or assigns does not make the required corrections in the specified time period or the work is not accepted by the Village. All costs and administrative fees charged to

Owner, its successors or assigns in accordance with this section may be placed upon the tax roll as special charges in accordance with Wisconsin Statutes, including §66.0627, Wis. Stats.

4. The plans of the 1434 N Breezeland Rd, Oconomowoc, WI 53066 ("Property") shall accurately describe certain areas, and shall be legally described and submitted by the Owner, its successors or assigns to the Village, as detention/retention basins, swales, storm water easements, storm sewers, etc., all of which serve as and shall be referred to as storm water management measures and shall be fully incorporated herein as an integral part of this Agreement.

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

6. In the event that maintenance of the storm water management measures is not undertaken by the Owner, its successors or assigns, within the specified time period in the notification, the Village shall perform maintenance work on the storm water management measures if such failure to maintain (a) has a material adverse effect on property other than the 1434 N Breezeland Rd, Oconomowoc, WI 53066 ("Property"), or (b) endangers the public health or safety. However, before the Village shall have the

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

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

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

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

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

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

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

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

Dated this _____day of _____, 2025.

OWNER:

1434 N Breezeland Rd, Oconomowoc, WI 53066

By: ___*Brian T. Baker*_____
(Owner Signature)

By: _____Patricia Baker_____
(Owner Signature)

Name (please print or type): Brian and Patricia Baker/Kuse

Title (please print or type): Owners

STATE OF WISCONSIN)
WAUKESHA COUNTY) ss

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

_____
Notary Public

_____ County, Wisconsin

My Commission Expires _____

VILLAGE:

Village of Summit

By: _____
Jack Riley, Village President

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

This document was drafted by:

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

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY WHERE STORM WATER MAINTENANCE IS REQUIRED

Legal Description Obtained From Plat of Survey by The Sigma Group dated 04/23/2026:

All that part of Lot 21, in Breezeland on Lower Nemahbin Lake, being part of the Southwest ¼ and the Northwest ¼ of the Southwest ¼ of Section 24, Township 7 North, Range 17 East, in the Village of Summit, Waukesha County, Wisconsin

EXHIBIT B

LOCATION MAP WHERE STORM WATER MANAGEMENT PRACTICES ARE LOCATED

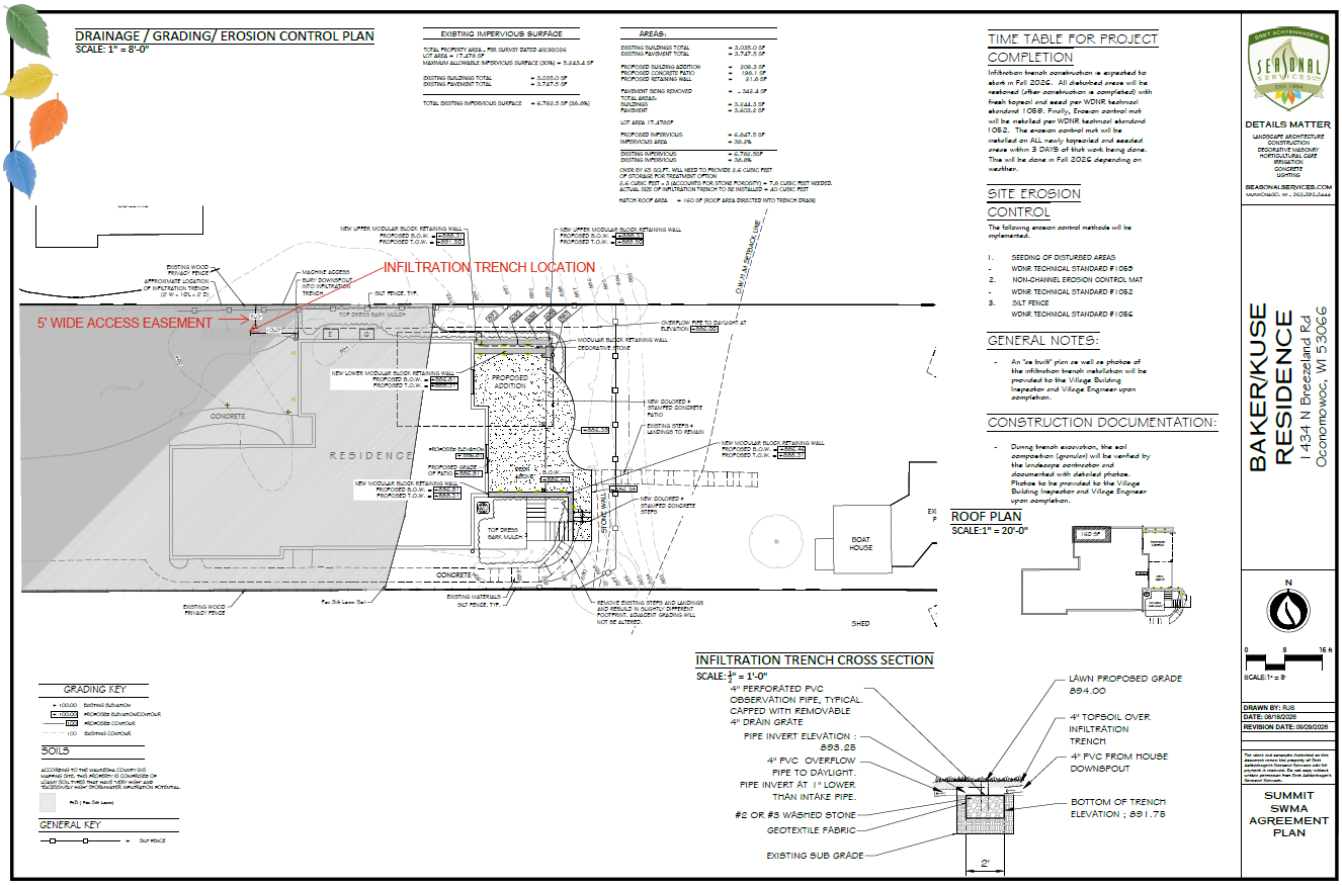
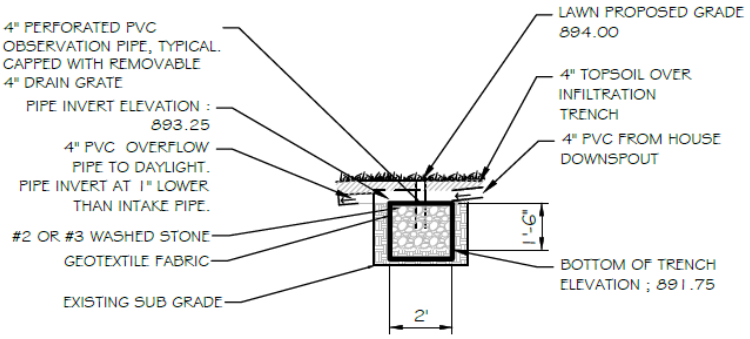


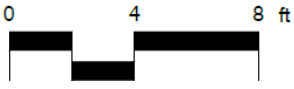
Exhibit C – Details

Storm Water Management Practice Details Covered by this Agreement

INFILTRATION TRENCH CROSS SECTION

SCALE: 1" = 4'-0"





SCALE: 1" = 4'

BRET ACHTENHAGEN'S SEASONAL SERVICES EST. 1994

SEASONALSERVICES.COM
MUKWONAGO, WI
262-392-3444

BAKER-KUSE RESIDENCE
1434 N BREEZELAND RD
OCONOMOWOC, WI 53066

DRAWN BY:
DATE:
REV. DATE:

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EXHIBIT C - DETAILS

EXHIBIT D

1434 N Breezeland Rd, Oconomowoc, WI 53006 "Property"
Village of Summit, Waukesha County, WI

OPERATIONS AND MAINTENANCE PLAN

Minimum Maintenance Requirements:

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

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

DRAINAGE / GRADING/ EROSION CONTROL PLAN

SCALE: 1" = 8'-0"

EXISTING IMPERVIOUS SURFACE

TOTAL PROPERTY AREA - PER SURVEY DATED 4/23/2026
LOT AREA = 17,478 SF
MAXIMUM ALLOWABLE IMPERVIOUS SURFACE (30%) = 5,243.4 SF

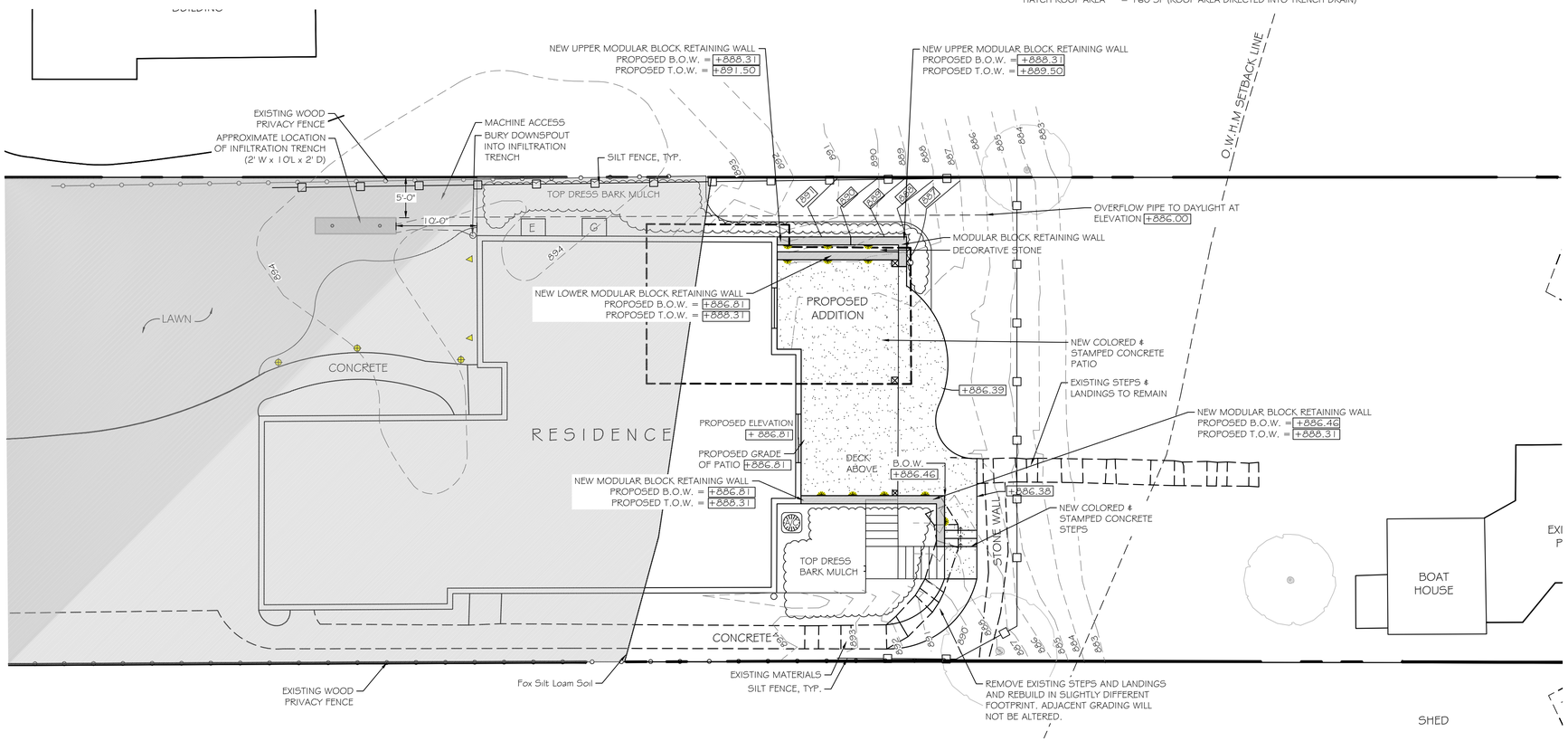
EXISTING BUILDINGS TOTAL	= 3,035.0 SF
EXISTING PAVEMENT TOTAL	= 3,747.5 SF
TOTAL EXISTING IMPERVIOUS SURFACE	= 6,782.5 SF (38.8%)

AREAS:

EXISTING BUILDINGS TOTAL	= 3,035.0 SF
EXISTING PAVEMENT TOTAL	= 3,747.5 SF
PROPOSED BUILDING ADDITION	= 209.3 SF
PROPOSED CONCRETE PATIO	= 198.1 SF
PROPOSED RETAINING WALL	= 21.8 SF
PAVEMENT BEING REMOVED	= - 342.4 SF
TOTAL AREAS:	
BUILDINGS	= 3,244.3 SF
PAVEMENT	= 3,603.2 SF
LOT AREA 17,478SF	
PROPOSED IMPERVIOUS	= 6,847.5 SF
IMPERVIOUS AREA	= 39.2%
EXISTING IMPERVIOUS	= 6,782.5SF
EXISTING IMPERVIOUS	= 38.8%

OVER BY 65 SQ.FT. WILL NEED TO PROVIDE 2.6 CUBIC FEET OF STORAGE FOR TREATMENT OPTION
2.6 CUBIC FEET x 3 (ACCOUNTS FOR STONE POROSITY) = 7.8 CUBIC FEET NEEDED.
ACTUAL SIZE OF INFILTRATION TRENCH TO BE INSTALLED = 40 CUBIC FEET

HATCH ROOF AREA = 160 SF (ROOF AREA DIRECTED INTO TRENCH DRAIN)



GRADING KEY

+ 100.00	EXISTING ELEVATION
+ 100.00	PROPOSED ELEVATION/CONTOUR
100	PROPOSED CONTOUR
100	EXISITING CONTOUR

SOILS

ACCORDING TO THE WAUKESHA COUNTY GIS MAPPING SITE, THIS PROPERTY IS COMPRISED OF LOAMY SOIL TYPES THAT HAVE "VERY HIGH" AND "EXCESSIVELY HIGH" STORMWATER INFILTRATION POTENTIAL.

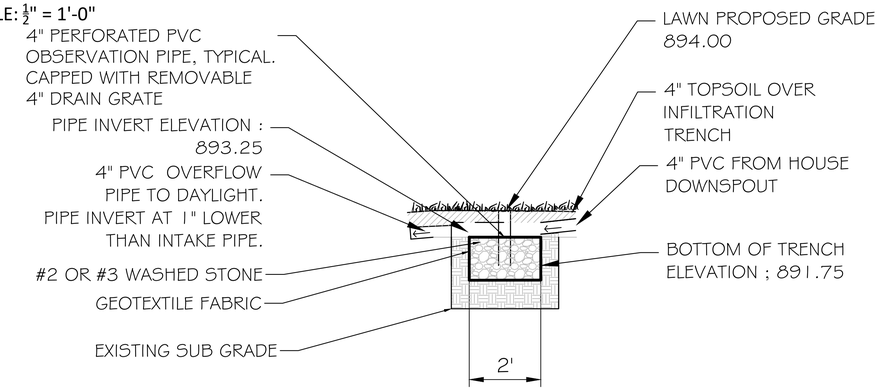
FsB (Fox Silt Loam)

GENERAL KEY

= SILT FENCE

INFILTRATION TRENCH CROSS SECTION

SCALE: $\frac{1}{2}$" = 1'-0"



TIME TABLE FOR PROJECT COMPLETION

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

SITE EROSION CONTROL

The following erosion control methods will be implemented.

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

GENERAL NOTES:

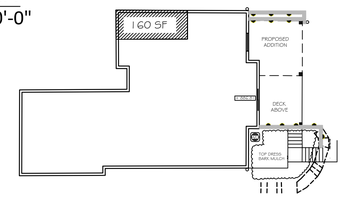
- An "as built" plan as well as photos of the infiltration trench installation will be provided to the Village Building Inspector and Village Engineer upon completion.

CONSTRUCTION DOCUMENTATION:

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

ROOF PLAN

SCALE:1" = 20'-0"



BRET ACHTENHAGEN'S SEASONAL SERVICES Inc. EST. 1994
DETAILS MATTER
LANDSCAPE ARCHITECTURE
CONSTRUCTION
DECORATIVE MASONRY
HORTICULTURAL CARE
IRRIGATION
CONCRETE
LIGHTING
SEASONALSERVICES.COM
MUKWONAGO, WI - 262-392-3444

BAKER/KUSE RESIDENCE

1434 N Breezeland Rd
Oconomowoc, WI 53066

N

0 8 16 ft

SCALE: 1" = 8'

DRAWN BY: RJS
DATE: 08/18/2026
REVISION DATE: 09/29/2026

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SUMMIT SWMA AGREEMENT PLAN

VILLAGE OF SUMMIT

Village Hall, 262-567-2757
Fax, 262-567-4115
Dept. of Public Works, 262-567-2422
Police Dept., 262-567-1134
Building Inspector, 262-490-4141
www.villageofsummitwi.gov

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

MEMORANDUM

To: Village Board

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: October 2, 2026

Re: Discussion and action on Resolution Authorizing Exception to the Levy Limits for Charges for Western Lakes Fire District Pursuant to 2005 Wisconsin Act 484

BACKGROUND: Per the Intermunicipal Agreement adopted June 11, 2025, any municipality can take advantage of this exception, but is necessary that all members of Western Lakes Fire District must adopt the resolution Greg Johnson, Ehlers, provided the following:
"When I add up the operational and capital charges for all members in 2027 and compare it to 2026 the total increase is 4.49%. For the 2027 budget the increase in total charges cannot exceed 5.3%. If this document represents the final charges the Village can claim the Village's share of the increase on the levy limit worksheet if all member communities pass the resolution."

ATTACHMENTS: Information from Chief Bowen

FISCAL IMPACT:
Village of Summit's portion of the budgets:

	2026	2027
	1,458,685	1,701,652
	365,957	319,344
TOTAL	1,824,642	2,020,996
Difference		196,354 **

**The $196,354 is the amount that the Village could claim if all the communities pass the provided resolution

MOTION: To approve Resolution No. 26-492 In the Matter of Authorizing and Exception to the Levy Limits for Charges for Western Lakes Fire District Pursuant to 2005 Wisconsin Act 484

STATE OF WISCONSIN VILLAGE OF SUMMIT WAUKESHA COUNTY

RESOLUTION NO. 26-492

RESOLUTION IN THE MATTER OF AUTHORIZING AN EXCEPTION TO THE LEVY LIMITS FOR CHARGES FOR WESTERN LAKES FIRE DISTRICT PURSUANT TO 2005 WISCONSIN ACT 484

WHEREAS, the Village of Summit is a participating member of the Western Lakes Fire District under the Western Lakes Intermunicipal Agreement, and

WHEREAS, the Wisconsin Legislature has enacted 2005 Wisconsin Act 484 on May 30, 2006, published on June 13, 2006; and

WHEREAS, Act 484 creates Section 66.0602(3)(h), Wis. Stats., which statute provides that levy limits otherwise applicable do not apply to the amount that a village may levy in that year to pay for charges assessed by a joint fire department to the extent that the amount levied to pay for such charges would cause the village to exceed the limits imposed under Section 66.0602, Wis. Stats.; and

WHEREAS, the exception to the levy limit applies only if the total charges assessed by the joint fire department for the current year increase, relative to the total charges assessed for the previous year, by a percentage that is less than or equal to the percentage change in the US Consumer Price Index for all urban customers, US city average, as determined by the US Department of Labor for the 12 months ending on August 31 of the year of the levy, plus 2%; and

WHEREAS, the exception to levy limits under Act 484 further only applies if the governing body of each city, village and town served by the Western Lakes Fire District adopts a resolution in favor of exceeding such levy limit as may be applicable;

NOW THEREFORE, BE IT RESOLVED that the Village of Summit hereby authorizes a levy for charges assessed by the joint fire department which exceeds the limit as described and imposed by Section 66.0602, Wis. Stats., but only to the extent as authorized by Section 66.0602(3)(h)2a, Wis. Stats., and

BE IT FURTHER RESOLVED that this resolution shall not be construed as authorizing Western Lakes Fire District to adopt any particular budget, but rather that the Act 484 budget formula shall be deemed a maximum limit on any budget increase which is duly adopted under all applicable procedures and requirements of the Western Lakes Intermunicipal Agreement.

PASSED AND ADOPTED by the Village Board of the Village of Summit, this 8th day of October, 2026.

VILLAGE OF SUMMIT

By:_____
Jack Riley, Village President

Countersigned:

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

Debbie Michael

From: Bradley Bowen <bradley.bowen@westernlakesfd.gov>
Sent: Friday, September 11, 2026 11:14 AM
To: Steve Hatton; Mark Frye; Gina Kozlik; Debbie Michael; John Roth; Lori Geyman; Town of Merton Clerk
Cc: Patricia Cornett
Subject: 2026 WLFD Levy Limit Exemption Resolution
Attachments: 2026 City of Oconomowoc Levy Resolution.docx; 2026 Dousman Levy Resolution.docx; 2026 Levy Resolutions -word template.docx; 2026 Ottawa Levy Resolution.docx; 2026 Summit Levy Resolution.docx; 2026 Town of Merton Levy Resolution.docx; 2026 Town of Merton Levy Resolution.pdf; Levy Exception Cover Letter.docx; Levy Exception Cover Letter.pdf; Levy-Limit-Joint-Fire-EMS-FAQ.pdf

Importance: High

Good Morning,

Please find attached to this email the levy limit resolutions we discussed during Wednesday's budget meeting. These resolutions will need to be passed annually as part of the budget process. Again, passing these resolutions does not mean any municipality must use the exemption, but you are all required to approve these resolutions to allow your partners if they so choose to use the levy limit exemption.

There is a word version for each of your municipalities, along with a packet of them all.

I have also provided a cover letter to accompany the resolution and the FAQ from DOR regarding this levy limit exemption.

Bradley Bowen
Fire Chief
Email: bradley.bowen@westernlakesfd.gov
Phone: 262-567-8282 x3601
Fax: 262-569-6430
Western Lakes Fire District
1400 Oconomowoc Parkway
Oconomowoc, WI 53066
www.westernlakesfd.org

Memorandum

TO: MAYOR ROSEK & CITY OF OCONOMOWOC COMMON COUNCIL, PRESIDENT RILEY & VILLAGE OF SUMMIT BOARD, PRESIDENT QUEEN & VILLAGE OF DOUSMAN BOARD, CHAIRMAN RUPP & TOWN OF OTTAWA BOARD, CHAIRMAN KLINK & TOWN OF MERTON BOARD

FROM: BRADLEY R. BOWEN, FIRE CHIEF/EMERGENCY MANAGEMENT DIRECTOR

SUBJECT: RESOLUTION(S) AUTHORIZING LEVY LIMIT EXCEPTION

DATE: MONDAY, SEPTEMBER 14, 2026

CC: FIRE BOARD & FIRE COMMISSION

Dear Elected Officials,

I am pleased to present individual resolutions for your municipality in accordance with §66.0602(3)(h), Wisconsin Statutes, which permits all municipalities to utilize the levy limit exception. The adoption of this resolution does not obligate any municipality to implement the exception; rather, it grants the option to do so.

For any municipality to take advantage of this exception, it is necessary for all members to pass the resolution that allows for its implementation. This requirement was included as part of the revised and restated Intermunicipal Agreement adopted on June 11, 2025.

It is important to note that municipalities are not committing to a specific budget increase or to the utilization of the exception. This resolution serves as a potential means to fund the annual increase in Fire and Emergency Medical Services.

Within the approved Intermunicipal Agreement on June 11, 2025 under Article F: Fire Board, (I) Budget, section 6 the language regarding the adoption of a resolution allowing municipalities to utilize the WI levy limit exception provided in §66.0602(3)(h), Wis. Stats.

Article V: Fire Board; (I) Budget;

6. *Levy Limit Resolution.* The Municipalities shall each adopt a resolution allowing for all Municipalities to utilize the levy limit exception provided in §66.0602(3)(h), Wis. Stats. or any other statute that allows a municipality to exceed its levy limit to fund fire and/or EMS services. Adoption of this resolution does not require any Municipality to utilize the exception in any given year.

8. 7. Can a municipality increase the levy for an increase in charges assessed by a joint fire department or a joint emergency medical services district?

Yes. You can enter an adjustment in Section D, Line I of the Levy Limit Worksheet, which increases your levy limit if the charges assessed by your joint fire department or joint emergency medical services district increased and your municipality meets the requirements below.

Under state law (sec. 66.0602(1)(am), Wis. Stats.), "Joint fire department" means a joint fire department organized under sec. 61.65 (2) (a) 3., or 62.13 (2m), or a joint fire department organized by any combination of two or more cities, villages, or towns under sec. 66.0301 (2).

Under state law (sec. 66.0602(1)(ak), Wis Stats.), "Joint emergency medical services district" means a joint emergency medical services district organized by any combination of two or more cities, villages, or towns under sec. 66.0301(2).

If your municipality is a member of a joint fire department or a joint emergency medical services district by statute and the increase in assessed charges results in your municipality exceeding its levy limit, you can enter an adjustment in Section D, Line I if **all** the following apply:

- The joint fire department's or joint emergency medical services district's **total** charges assessed for the current year (not just your municipality's share) compared to the prior year, increased less than or equal to the percentage change in the Consumer Price Index (CPI) + 2%.
- **All municipalities** covered by the joint fire department or joint emergency medical services district **must** adopt their own resolution supporting the increase, although they do not have to report an increase on the Levy Limit Worksheet

Example: If the prior year (prior budget year) total assessed charges were $50,000 and the joint fire department's or joint emergency medical services district's current year (year you are budgeting for) total assessed charges are $60,000, that is an increase of $10,000 or 20%; the municipality does not qualify for an adjustment on this line of the Levy Limit Worksheet. Note: For example, if CPI was 2.7% the increase cannot be more than 4.7% for the Levy Limit Worksheet.

For more detail on this exception, review Levy Limits – Joint Fire and Joint EMS Common Questions.

Draft 2027 Operating Percentage Recalculation

Total Call Volume	5,439
Total Population	48,550
Total IV	$ 8,583,526,400
Total LV	$ 4,601,002,600

Operating

	Draft 2027
Operating	$ 11,287,063

	Call Volume 50%	Population 15%	Improvements 20%	Land 15%	2027 Operating
Village Dousman	$ 477,644	$ 88,995	$ 59,242	$ 34,186	$ 660,067
Town Ottawa	$ 291,567	$ 126,809	$ 125,436	$ 134,082	$ 677,894
Village Summit	$ 912,054	$ 184,872	$ 335,803	$ 268,923	$ 1,701,652
City Oconomowoc	$ 2,667,681	$ 685,877	$ 772,030	$ 398,621	$ 4,524,209
Lac La Belle and T-Ocon	$ 647,811	$ 317,400	$ 514,366	$ 446,938	$ 1,926,515
Town Merton	$ 646,774	$ 289,107	$ 450,536	$ 410,310	$ 1,796,726
				TOTAL	**$ 11,287,063**

Total FD Ops Levy

Total FD Ops Levy	$ 11,287,063

	2027 Total	2026 Total	Incr/(Decr)	Percent Incr/-Decr	Percent Share
Dousman	**$ 660,067**	$ 625,000	$ 35,067	5.6%	5.85%
Ottawa	**$ 677,894**	$ 723,103	$ (45,209)	-6.3%	6.01%
Summit	**$ 1,701,652**	$ 1,458,685	$ 242,967	16.7%	15.08%
Oconomowoc	**$ 4,524,209**	$ 4,213,924	$ 310,285	7.4%	40.08%
Lac La Belle and T-Ocon	**$ 1,926,515**	$ 1,950,607	$ (24,092)	-1.2%	17.07%
Merton	**$ 1,796,726**	$ 1,819,373	$ (22,647)	-1.2%	15.92%

Note: Town of Merton Contributions include payments to Merton Fire and Hartland Fire

Capital Budget Formula

While the operational budget focuses on the day-to-day fluctuations of service demand, the capital funding formula operates with a slightly different philosophy to ensure long-term stability and readiness across the District. As detailed in 2027 Capital Formula, this formula maintains the core principles of the operating model—utilizing Call Volume, Population, Improvement Value, and Land Value—but introduces a fixed base contribution structure to account for 36% of the total capital budget. This fixed percentage is taken off the top and allocated to each municipality as a foundational requirement.

This base contribution represents the inherent "cost of readiness." Regardless of a municipality's specific population size, call volume, or property value, maintaining a functional fire department requires a baseline of essential capital assets—such as apparatus, specialized equipment, and structural facilities—to guarantee an immediate response when an emergency occurs. By distributing this 36% fixed cost across all municipalities, the formula acknowledges that the baseline infrastructure protecting the region is a shared necessity. The remaining 64% of the capital budget is then allocated using the same blended, three-year rolling average as the operating formula, ensuring that any additional capital costs are distributed proportionately according to each community's unique growth and demand metrics.

Draft 2027 Capital Percentage Recalculation

Total Call Volume	5,439
Total Population	48,550
Total IV	$ 8,583,526,400
Total LV	$ 4,601,002,600

CAPITAL

	Draft 2027	
Capital Total - 27'	$ 1,977,518	$ 1,265,612

	Call Volume 50%	Population 15%	Improvements 20%	Land 15%	Fixed % Cost	2027 Capital
Village Dousman	$ 53,558	$ 9,979	$ 6,643	$ 3,833	$ 93,932	$ 167,945
Town Ottawa	$ 32,693	$ 14,219	$ 14,065	$ 15,034	$ 108,763	$ 184,775
Village Summit	$ 102,268	$ 20,730	$ 37,653	$ 30,154	$ 128,539	$ 319,344
City Oconomowoc	$ 299,126	$ 76,907	$ 86,567	$ 44,697	$ 143,370	$ 650,667
Lac La Belle and Town of Ocon	$ 72,639	$ 35,590	$ 57,676	$ 50,115	$ 118,651	$ 334,670
Town Merton	$ 72,522	$ 32,417	$ 50,518	$ 46,008	$ 118,651	$ 320,117

Total FD Capital Levy

Total FD Capital Levy	$ 1,977,518

	2027 Capital Total	2026 Total Capital	Incr/(Decr)	Percent Incr/-Decr	Percent Share
Dousman	$ 167,945	$ 163,622	$ 4,323	2.6%	8.49%
Ottawa	$ 184,775	$ 184,294	$ 481	0.3%	9.34%
Summit	$ 319,344	$ 365,957	$ (46,613)	-12.7%	16.15%
Oconomowoc	$ 650,667	$ 627,645	$ 23,022	3.7%	32.90%
Lac La Belle and Town of Ocon	$ 334,670	$ 281,949	$ 52,721	18.7%	16.92%
Merton	$ 320,117	$ 280,045	$ 40,072	14.3%	16.19%

Note: Town of Merton Contributions also include payments to Merton Fire and Hartland Fire

The Power of the Blended Rate

When municipalities observe an increase in their contributions, it is tempting to conclude that they are being penalized based on a singular metric. The accompanying chart demonstrates that the blended rate serves to protect municipalities from severe financial shocks. While focusing on an individual metric may appear favorable to certain municipalities, the blended formula effectively establishes a balance among contributions from all municipalities. Notably, no individual municipality could sustain the level of services currently provided independently, as a standalone fire department. The economies of scale achieved through collaboration, coupled with the specialized services offered as part of a District, deliver substantial value to municipalities and result in significant cost savings.

Village Hall, 262-567-2757
Fax, 262-567-4115
Public Works Dept., 262-567-2422
Police Dept., 262-567-1134
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Summit Village Hall ● 37100 Delafield Road ● Summit, WI 53066

MEMORANDUM

To: Village Board

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

Date: October 1, 2026

Re: Department of Public Works Administrative Report

DPW Crew Activities

Cemetery Activity Summary

- Two grave sales, one double niche sale, and one deed transfer were completed in September.
- Five burials were completed in September.
- A regular Cemetery Board meeting is scheduled for October 9th at Village Hall beginning at 8:30 a.m.

Equipment Maintenance & Repair

- The Massey's final auction sale amount was $4,505 and the Landpride mower's final auction sale was $8,441, for a total revenue of $12,946.
- The replacement of the DPF filter for Patrol Truck 3 (2014 International) utilizing aftermarket parts has been completed, and staff are waiting for a final invoice. Staff have also requested that the cold air bypass valve is replaced by the same vendor at a total cost of approximately $2,000.
- The 2022 Freightliner was dropped off in Butler for installation of the RAM hoist system by Casper's Truck Equipment.

Park Activities

- The temporary sprinkler system for the new ball fields at Genesee Lake Road Park were removed.
- The final asphalt surface for the new paths between the central parking lot and the playground area and the extension to the new ball fields has been installed. OABC will be invoiced for the work completed for the path extension to the new ball fields.
- Fencing for the dumpster enclosure at Genesee Lake Road Park has been installed, and gates are anticipated to arrive within the next couple of weeks.

Friends of Summit Parks Update

- The Friends group has not scheduled any recent meetings and have not provided an update to the Village on any activities.

Road Maintenance Activities

- Patching was completed on N Interlaken Dr to repair a deteriorated section of roadway.
- An asphalt curb has been installed along N Oak Grove Rd and N Ceder Ridge Rd to mitigate erosion due to runoff during rain events. The gravel shoulder in these areas have consistently washed out with heavy rainfall.

Facilities Maintenance

- Midwest Fiber Networks has completed the transition of the fiber network and the VoIP phone system. There are a few bugs to work out related to phones, and MWFN continues to assist with this transition. Staff will work with MWFN to get updated information on voicemails/phone numbers for Village Board members.

Complaint on Silver Lake Piers on Parcel SUMT0612089, Village Riparian Zone Infringement, and Unauthorized Alteration/Use of Village Property

The Village Board provided direction to staff to continue to investigate this complaint at the August 13th meeting, including the riparian zone limits and the property lines/stakes. Staff reached out to SEH to review the survey recently completed by LandTech that depicted the piers and the riparian zone. Based on their feedback and recommendation, staff reached out to the surveyor at LandTech by email to:

1. Verify if property lines were resurveyed for the most recent survey; and
2. Determine why the high-water mark was not surveyed as part of the survey; and
3. Explain the methodology utilized to determine the riparian zone; and
4. Determine why the boat slips were omitted from the survey's depiction of the pier system.

The WDNR was unwilling to provide a formal opinion or to answer questions regarding methodology to determine riparian zones, reasserting that they do not get involved in private riparian zone disputes.

10/1/2026 Update: Staff received a revised survey completed by LandTech that depicts the riparian zones utilizing the straight-line method and the coterminous method. Staff will review and continue to work with the WJSLB HOA to come to a resolution.

Sale of Village-Owned Parcels on Lower Nemahbin Lake

At the August 12, 2026 Village Board meeting, it was determined that there was no interest to sell the Village parcels at this time, with the exception of the property immediately to the east of the last parcel on Elm St with a house. Staff were directed to consult the Village Attorney on the process for a potential sale.

The Village Attorney advised that the Village is able to engage in negotiations/discussions directly with the adjacent property owner. However, the sale would be subject to any restrictions/conditions that encumber the subject property. He also offered several recommendations in the event that there is interest in the future, including obtaining a statement from the Village Assessor or a written appraisal to confirm appropriate sale price and adopting policies or procedures to address the sale of municipally owned property.

N Dousman Road Multi-Use Trail Extension Project

The project bid opening occurred on October 2, 2026 at 10:00 a.m. A separate agenda item has been included on the October 8, 2026 Village Board meeting to accept the bid results and award the construction contract.

Waterville Lake Dam Ownership Update

The Waterville Lake HOA contacted the Village to advise that they have a petition ready for Waukesha County. Once it is formally submitted to the County, the County has 30 days to schedule a public hearing. The public hearing will likely be held at Village Hall in Summit, and staff will coordinate with the County to schedule. The Village President has advised that he wishes to hold off on a Village approval of the lake management district formation until after the public hearing.

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

Additional documentation was requested by the WDF coordinator on September 3rd. Staff will work with WDF to provide this information.

Residential Fiber Service Installation

Nothing significant to report.

ATV/UTV on Village Roads & State Highways Update

The intermunicipal agreement between Dousman and Summit to provide interconnectivity on USH 18 between the two communities has been fully executed. The Okauchee Area ATV/UTV Club has prepared an application for USH 18 from S Dousman Rd to Main St. The Village intends to submit the application to WisDOT, advising them of our agreement and intent to update our ordinance to authorize an ATV route on this segment of highway.

WisDOT STH 67 Improvement Project

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

SEH and Village staff have been working with Wolf Paving to complete outstanding work related to the parking lot project. Retainage for both projects will be held until punch list items are completed.

Pabst Farms Joint Stormwater District Update

A public hearing for the 2027 district budget and tax levy was held on Tuesday, September 29th at Village Hall. The budget and levy were approved as proposed.

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.

Staff would like to discuss this campaign further during budget discussions, as the NFC has stopped correspondence with the Village related to the project due to a lack of sufficient funding to qualify for a grant to complete the installation. The funding may be better utilized for another purpose, pending approval from those parties who have donated.

Village Safety Program Development & Implementation

Safety Committee Meeting

A Safety Committee meeting was held on Monday, September 21st at 11:00 a.m. The following topics were discussed:

- 3rd and 4th quarter training
- Exterior and interior door numbering
- Status of pending safety plans/policies

The next meeting is tentatively scheduled for December 7th at 9:00 a.m.

NIMS Training Update

Instructions on the training requirements for Village Board members was sent by email on July 2nd. Trustee Henrickson has successfully completed the IS-100.C course.

Professional Memberships & Training

Dan Moudry and Erich Snow attended the 2026 Urban Forestry Workshop on September 22, 2026 at the Retzer Nature Center. This event was promoted by the WDNR.

DPW staff who perform snow and ice control operations will be attending the Salt Wise Winter Equipment Open House in Mukwonago on October 8, 2026.

Director Nash will be attending the APWA WI Chapter fall conference in Onalaska, WI October 28th – 30th.

ATTACHMENTS: N/A

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

MEMORANDUM

To: Village Board

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

Date: September 21, 2026

Re: Discussion and Action on Consideration for Special Permission per Section 24-34(b)(2)(i)(a) of the Village of Summit Code to Allow for a Driveway Width Exceeding 24 feet at 2435 N 3rd Lane

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PURPOSE:
The property owner of 2435 N 3rd Lane has made a formal request to obtain special permission for a driveway width that exceeds the maximum allowable width at the outer edge of the road for single-family residential properties.

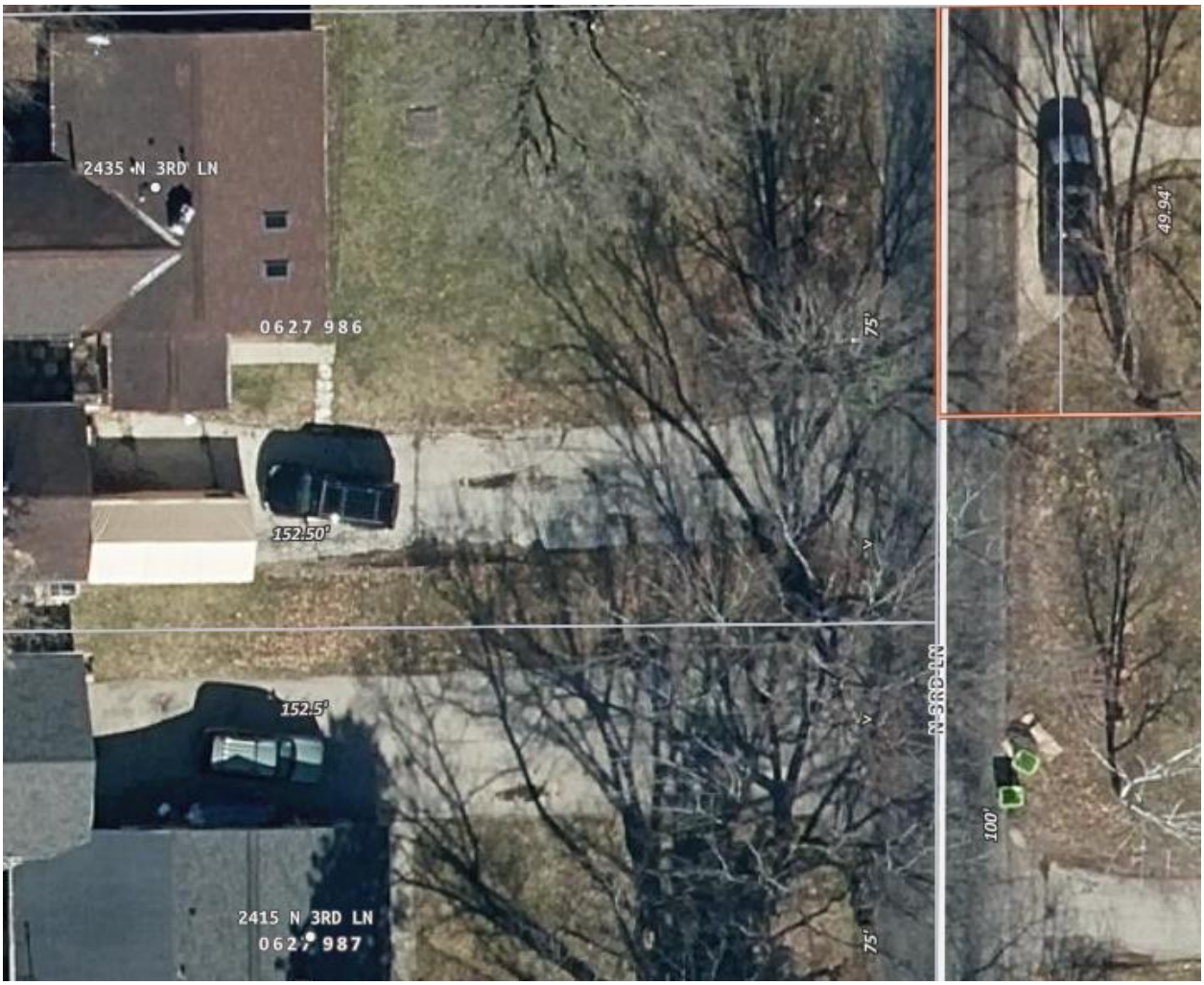
BACKGROUND:
Special Permission Approval Process

In early April 2024, the Village Board adopted ordinance changes related to private driveways. Section 24-34(b)(2)(i)(a) of the Code states the following:

> *Single- and two-family residential.* A single- or two-family residential driveway shall not be less than 18 feet or exceed 24 feet in width at the outer or street edge unless special permission is obtained by the village board. The minimum width of the driving surface of the driveway shall be no less than 12 feet.

Property History

The property owners have an existing driveway to a single-family residence. The driveway opening width at the road is approximately 31 feet wide, and the driveway location currently meets property line setbacks. The existing driveway opening (apron) is connected to the apron to the south. The property to the south has an existing parking pad that is on or very close to the property line. Photos have been provided by the property owner for reference (see attached email documentation).



GIS Aerial Image: 2024 (existing conditions)



Google Street View: June 2024 (existing conditions)

Special Permission Request

The proposed driveway replacement will be located in the same footprint, with an additional parking pad "bump out" on the north side of the driveway. The property owner would like to maintain the driveway opening width at 31 feet and connected apron as it currently exists. The Building Inspector reviewed the additional pavement and did not have concerns with exceeding impervious surface limitations. The following reasons were provided by the applicant for the requested width special permission request:

- The street is unusually narrow. It is significantly narrower than a typical two-lane residential street, which limits the amount of room available for vehicles to maneuver and makes turning into and out of our driveway more difficult.
- Our existing apron is already connected to the neighboring apron. The current configuration creates a continuous paved area between the two properties.
- There are other larger and connected driveway aprons along the street. The photos show that a larger apron would be consistent with existing conditions in the surrounding area.
- The additional width would make entering and exiting our driveway much easier. Given the narrow roadway, having additional maneuvering room would make accessing our driveway more practical.
- We are also adding an additional parking space. The larger apron would make it considerably easier to enter, exit, and maneuver into that new parking area.
- The additional maneuvering space would be helpful when larger vehicles are using the street. Delivery vehicles, service vehicles, moving trucks, and other larger vehicles can take up a significant portion of the already narrow roadway. The additional paved area would provide more room for vehicles to maneuver around them when necessary.

A ROW Permit application was completed and submitted to the Village. After speaking with the Building Inspector, a setback of 5 feet would be required from the adjacent property line. This requirement would be met. The addition of the pavement for the added parking area will not exceed the maximum allowable impervious surface.



Requested New Pavement (Green Outline)

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

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

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

- The driveway has existed in its current location for over 20 years, with the exception of the proposed additional parking area.

2. **Is the driveway located in an area where hazardous conditions exist or does the driveway create any potential safety hazards in its current state (e.g., located on a curve, obstructed view of driveway from roadway, proximity to other driveways, narrow lot widths, volume of road traffic/speed limit)?**

   If YES, the driveway should be brought into compliance with existing ordinance requirements to mitigate safety concerns. If NO, and no additional criteria are met that

would require a driveway retrofit to comply with ordinance requirements, consideration may be given to grant special permission for an exception.

- The driveway is on low-volume, residential roadway that is narrow (16' width). The driveway is on a straight segment of roadway without driveways directly across from it. The apron is connected to the apron of the property to the south.

3. **Is there any significant work outside of a simple asphalt overlay or mill and asphalt overlay required on the driveway (e.g., does the driveway base and/or culvert need to be replaced, is the driveway location or layout changing)?**

   If YES, ordinance language states that the driveway should be required to be brought into compliance with current ordinance requirements unless the Board determines that an exception may be made. If NO, and no additional criteria are met that would require a driveway retrofit to comply with ordinance requirements, consideration may be given to allow the driveway to remain in legal, non-conforming status until future improvements are made or a change in use occurs.

   - There are no drainage facilities or culverts along either side of the road in this area, which is very flat. Provided the driveway is replaced in the same footprint and elevation at the edge of the road, no drainage issues should be created.

4. **Has there been or will there be a change in use of the existing driveway (e.g., is the driveway no longer serving a structure or parking area, has the property type changed, is the number and/or type of vehicles changing)?**

   If YES, the driveway should be required to be brought into compliance with current ordinance requirements, including the potential removal of a driveway approach that no longer provides access for vehicles to something definite on private property as defined by ordinance. If NO, and no additional criteria are met that would require a driveway retrofit to comply with ordinance requirements, consideration may be given to allow the driveway to remain in legal, non-conforming status until future improvements are made or a change in use occurs.

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

Staff Comments:
The driveway as proposed does not appear to create any safety hazards. The property owner will need to work with the paving contractor to ensure adverse drainage conditions are not created. Asphalt pavement will be required within 5 feet of the edge of the roadway, per ordinance.

ATTACHMENTS: Email Correspondence from Jen Bishop, RE: Driveway Apron Variance Request *(dated September 19, 2026, with photo attachments)*

FISCAL IMPACT: N/A

RECOMMENDED MOTION: **Motion to grant special permission to the property owner of 2435 N 3rd Lane to install a replacement driveway with a 31-foot wide opening at the edge of the road, as proposed.**

From: [redacted]
To: Kamron Nash
Subject: Driveway Apron Variance Request – Supporting Photos and Information 1 of 2
Date: Saturday, September 19, 2026 11:10:40 AM

Hi Kamron,

Thank you for allowing me to provide photos and additional information for the Board to consider. I've attached several photos to help illustrate the existing conditions of our property and the surrounding street. I also wanted to provide some additional context as to why we are requesting the larger driveway apron.

The main reasons for our request are:

- The street is unusually narrow. It is significantly narrower than a typical two-lane residential street, which limits the amount of room available for vehicles to maneuver and makes turning into and out of our driveway more difficult.
- Our existing apron is already connected to the neighboring apron. The current configuration creates a continuous paved area between the two properties.
- There are other larger and connected driveway aprons along the street. The photos show that a larger apron would be consistent with existing conditions in the surrounding area.
- The additional width would make entering and exiting our driveway much easier. Given the narrow roadway, having additional maneuvering room would make accessing our driveway more practical.
- We are also adding an additional parking space. The larger apron would make it considerably easier to enter, exit, and maneuver into that new parking area.
- The additional maneuvering space would be helpful when larger vehicles are using the street. Delivery vehicles, service vehicles, moving trucks, and other larger vehicles can take up a significant portion of the already narrow roadway. The additional paved area would provide more room for vehicles to maneuver around them when necessary.

Our intention is not to create something inconsistent with the neighborhood. We are hoping to maintain and build upon the existing configuration in a way that makes the driveway more functional given the unusually narrow roadway and the existing larger and connected aprons nearby.

I've included photos from several angles to help illustrate these points for the Board. Please let me know if there is any other information or documentation that would be helpful when considering the request.

Thank you very much for your help and for passing this information along to the Board.
I also apologize for sending multiple emails but I kept exceeding the email size limit with the photos but felt all 7 would be helpful.




2435
GFL



Narrow width of N 3rd lane facing south, with a car present.





Narrow width of N 3rd lane with no road lines, facing south.





N 3rd lane facing north from the corner of our driveway. The adjacent neighbors with a connection of parking / driveway.





Similar view, more at our driveway view, exiting to the north.

Best,
Jen Bishop
[redacted]

From: [redacted]
To: Kamron Nash
Subject: Driveway Apron Variance Request – Supporting Photos and Information 2 of 2
Date: Saturday, September 19, 2026 11:14:40 AM

Hi Kamron,

Here are the remaining three photos,





Entering the driveway from the south. Our house pictured.





Connection of current aprons between our driveway pictured and the south neighbor.



Our driveway is on the left, the south neighbor is on the right. The south neighbors' apron is close to 3 cars wide, their additional parking spot near the apron is approaching or on our shared property line.

Thank you again for all your help.

Best,
Jen Bishop
[redacted]

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

MEMORANDUM

To: Village Board

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

Date: October 2, 2026

Re: Discussion and Action on Consideration for Special Permission per Sec. 24-37 of the Village of Summit Code to allow for a Driveway with Concrete Installation within 5 feet of the Street Pavement at 34835 Elm Street

---

PURPOSE:
The property owners of 34835 Elm St have made a formal request to obtain special permission for a driveway that was recently installed with a concrete apron that does not meet the 5' asphalt requirement for rural profile roads.

BACKGROUND:
Special Permission Approval Process

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

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

Property Construction History

The property owners of 34835 Elm St appeared before the Village Board at the November 13, 2025 regular meeting to request special permission to install a driveway with a 33' wide opening at the edge of the road to accommodate a new 3-car garage that is in close proximity with the road. Special permission was granted for the width, contingent upon completion and approval of a ROW Permit and approval of the proposed garage and impervious surface calculations. There was a delay of several months before the ROW Permit application was submitted to the Village (April 2026). In the email that staff sent to the owner with the approved permit, the owners were advised that the permit was for the temporary construction driveway and that a new permit would need to be submitted prior to placing the final driveway surface. At the time that the permit was issued, construction activities had not yet completed.

Note: For new home construction, it is typical for separate ROW Permits to be issued for construction (gravel) driveways and for final driveway surface installation. This is primarily due

to the length of the home build process (usually extends beyond the 1-year that the permit is valid), and it also provides the Village the opportunity to ensure that the proposed driveway location and dimensions have not changed from the initial survey. The permit fees cover the cost of inspections, and staff are required to inspect for both the construction driveway/culvert installation and the final driveway surface. It is also atypical for final driveway surfaces to be installed prior to completion of home/garage construction.

Special Permission Request

In late May 2026, DPW staff were made aware that a contractor was pouring a concrete driveway at this residence that extended all the way to the edge of the road. The contractor was advised of our ordinance requirements, and he was unable to contact the property owners (they were travelling out of the country). The contractor told our staff that he was going to continue to finish the driveway as planned and would install a joint 5' from the edge of the driveway in the newly poured concrete in the event that the driveway apron would need to be sawcut and replaced with asphalt.

Staff reached out to the owners by email to advise of the issue, and the property owners responded when they returned from their trip (see attached email between staff and owners). Staff and the owners were finally able to meet on October 1st to discuss. They advised that they would like to petition the Village Board for special permission to maintain the driveway as installed. They state that there are several other non-conforming driveways on Elm Street, and they believe there will be a significant expense to remove the concrete apron and install asphalt. The property owners have provided support and background information for their request in an attached email for the Board's consideration.



Photo: May 26, 2026 (newly poured driveway)

RECOMMENDATION:
In the past, the Village Board has been reluctant to allow concrete driveway installations that are within 5 feet of the edge of the road. This is primarily due to the fact that the ordinance language pertaining to this requirement has existed for many years and has not changed. Concrete aprons also may cause damage to plow equipment, particularly if there is settling or shifting after installation.

ATTACHMENTS: Email Correspondence from Lisa Miller & Matt Brazelton RE: Village of Summit Board Request *(dated 10/2/2026)*

Email Correspondence between Village staff and Lisa Miller RE: ROW Permit 2026-21 34835 Elm St *(dated 4/7/2026 – 6/9/2026)*

FISCAL IMPACT: N/A

RECOMMENDED MOTION: To be determined, based on Village Board direction. The Village Board already approved a special request for the driveway width exceeding 24 feet, and any motion made should consider the special permission request to maintain the concrete within 5' of the edge of the roadway.

If the Village Board grants special permission for concrete installation within 5 feet of the edge of the road, it is recommended that the motion is contingent upon the property owner fully restoring the area adjacent to the new concrete so that a drop off or "lip" is not left that may be hit by plow equipment. In the event that plow equipment is damaged by the concrete during plowing operations, the property owner is responsible for damage incurred by ordinance.

Kamron Nash

From: Lisa Miller
Sent: Friday, October 2, 2026 10:49 AM
To: Kamron Nash; Mike Sindorf; Amy Barrows
Cc: matt brazelton
Subject: FW: Village of summit board request

From: Lisa Miller
Sent: Friday, October 2, 2026 10:45 AM
To: Lisa Miller
Subject: Village of summit board request

Dear Village of Summit Board Members:

We are writing regarding our request for an exception to allow the driveway at 34835 Elm St., Village of Summit, to remain as currently constructed.

Our home was declared a total and catastrophic loss following a house fire in April 2023. Although our insurance policy included guaranteed replacement coverage, the rebuilding process presented a significant and unexpected challenges. We were unable to obtain an agreed upon construction budget with our insurance company or secure a builder, and later we learned that our property was located on former Native American land. Ultimately, we obtained a builders license and assumed responsibility for rebuilding the home ourselves. We served as our own general contractor and completed much of the work personally, resulting in significant financial and personal hardship.

After more than three years of navigating the rebuilding process and being displaced, we recently obtained occupancy and began completing the remaining exterior work, including landscaping, our driveway, and a garage.

Throughout this process, we have made every effort to follow the villages requirements. We obtained the necessary permits and previously met with the board regarding the approved width of our driveway. Unfortunately, we misunderstood an important part of the driveway permitting process. We did not understand that the permit we received was intended for a temporary gravel driveway, with the permanent driveway to be completed after construction and grading were finished.

We were out of the country when the concrete driveway was installed and were unaware that a 5 foot asphalt apron was required. During the installation, a village employee raised a concern regarding the driveway and advised our masons that the concrete could not extend to the roadway. Because we were unavailable, our masons relied on the permits, surveys, and other documentation we had provided, which indicated that the driveway with had been approved. They made a good faith effort to resolve the issue based on the information available to them and ultimately placed a joint approximately five feet from the roadway in accordance with the villages direction.

We respectfully ask the board to consider the circumstances and allow the driveway to remain as constructed.

This was not an intentional disregard a village requirements. We obtained permits, sought approval for the driveway with, and relied on those approvals and information provided to us throughout the process. The issue resulted from our misunderstanding of the distinction between the temporary and permanent driveway requirements.

Requiring removal and reconstruction at this point would create a significant and disproportionate financial hardship for us. The cost to remove the existing concrete is greater than the cost of the original driveway installation. After absorbing substantial costs associated with rebuilding our home following the fire, many of which were ultimately not covered by insurance, we are not financially positioned to undertake this additional expense.

We also respectfully note that the existing driveway is consistent with most other driveways on our road and in the immediate area. Of the approximately 11 concrete driveways on Elm Street, eight appear to extend directly to the roadway, while only three have asphalt aprons, all of which appeared to be significantly less than 5 feet in length.

We understand the importance of following village requirements, and are not asking to avoid those requirements going forward. We are asking the board to consider granting an exception based on the unique circumstances of our rebuild, our good faith efforts to comply, the permitting, misunderstanding, and the substantial financial hardship that correcting the driveway at this stage would create.

We have worked very hard to rebuild our home and move forward after a devastating and completely unexpected loss. We respectfully ask the board to allow us to keep the driveway as it currently exists so that we can complete this chapter of the rebuilding process.

Thank you for your time, consideration, and understanding.

Sincerely,

Lisa & Matt Brazelton

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

Kamron Nash

From: Lisa Miller
Sent: Tuesday, June 9, 2026 9:44 AM
To: Kamron Nash
Cc: matt brazelton
Subject: RE: ROW Permit 2026-21 34835 Elm St

Good Morning Kamron,

We returned form our trip Sunday and I am just seeing this email as of this morning. We unfortunately had problems with cell phone service during our travels and were not available. That said, Matt and I misunderstood the process. I didn't realize that we needed an additional permit for the driveway, I thought when we went in front of the board and received the OK to have the driveway exceed the 24" and then Matt was at the office and obtained/paid for the permitting we were all set. We did not realize that the ROW permit was temporary and that there were additional permits needed.

As you can imagine the cost to have the new concrete removed is going to be significant, and we are planning on having our garage materials delivered at the end of this week to start construction of the garage. Could we set up a time to talk further and see if we can at least wait until a later time to have it removed and replaced with asphalt. Please let us know your thoughts on this matter, again this was clearly a misunderstanding/miscommunication on our part. I also want to look at where he put the joint in the concrete, I'm not sure about that until I look at it after work this evening.

Thank You,

Lisa & Matt

From: Kamron Nash <pwdirector@villageofsummitwi.gov>
Sent: Friday, May 29, 2026 9:20 AM
To: Lisa Miller
Cc: Administrator Village of Summit <administrator@villageofsummitwi.gov>; Amy Barrows <planner@villageofsummitwi.gov>; Mike Sindorf <bi@villageofsummitwi.gov>
Subject: RE: ROW Permit 2026-21 34835 Elm St

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

Why Risk it? Don't Click it!

Good morning, Lisa.

This week, we were made aware that a contractor was pouring a concrete driveway at your property. The contractor placed new concrete all the way to the edge of the roadway, which is a violation of our ordinance. We require that there is a minimum 5' of asphalt that is placed from the edge of the roadway before another material may be used. This is to ensure that our plow equipment is not damaged during the winter months, as well as to allow for road work to be completed without having to cut into existing concrete aprons.

In my email from earlier this spring (below), I advised that the permit approval issued was for your temporary construction driveway and that a new permit would be required before placing a final driveway surface. Had you advised that you would be placing the final driveway surface so soon, we could have wrapped that into the initial permit as well. After construction is complete, we review if any changes have been made to the initial plan submitted and complete a review of the materials you are using to ensure compliance with our ordinance.

My staff spoke with your contractor about these requirements while he was finishing the work, and he advised that he was going to place a joint 5' back from the edge of the roadway. I believe that he did so to allow for the concrete within the 5' area to be removed and replaced with asphalt without damaging the remainder of the driveway.

I understand that you are out of the country this week. Once you return, please reach out to me to discuss a timeline for correcting this issue.



Thank you,

KAMRON E. NASH, P.E.
Public Works Director
She/Her
262.567.2757
262.567.4115
pwdirector@villageofsummitwi.gov
37100 Delafield Rd
Summit WI 53066
villageofsummitwi.gov
Pop. 5,341
Hours: Monday - Friday 8:00am - 4:00 pm

From: Kamron Nash
Sent: Tuesday, April 7, 2026 2:17 PM
To: 'Lisa Miller'
Subject: ROW Permit 2026-21 34835 Elm St

Good afternoon, Lisa.

Your husband submitted a ROW Permit last week, and I am forwarding on the approved permit for your records. No culvert is required with this driveway installation. Note that this permit is for the temporary driveway during construction. Before you place a final driveway surface, you will need to complete an additional permit.

Please let me know if you have any questions.

Thank you,

KAMRON E. NASH, P.E.
Public Works Director
She/Her
262.567.2757
262.567.4115
pwdirector@villageofsummitwi.gov
37100 Delafield Rd
Summit WI 53066
villageofsummitwi.gov
Pop. 5,341
Hours: Monday - Friday 8:00am - 4:00 pm

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Police Department (262) 446-5070
Building Inspector (262) 490-4141
www.summitvillage.org

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

VILLAGE OF SUMMIT
APPLICATION FOR PERMIT TO EXCAVATE, CONSTRUCT, MAINTAIN OR REPAIR FACILITIES IN PUBLIC RIGHT-OF-WAY

(Pursuant to Wisconsin Statutes and Village of Summit Municipal Code)

BUSINESS/APPLICANT INFORMATION		**DATE** 4/1/26	
Business/Applicant Name	Matt Brazelton	Business Contact	Matt Brazelton
Business/Applicant Address	34835 Elm St	Suite/Unit #	
Business/Applicant City	Oconomowoc	State ZIP	53066
Business/Applicant Phone		Business/Applicant Email	
ROW WORK PROPOSAL	Start Date 4/2/26	End Date	5/2/26

Location of Proposed Work (Highway or Street Right-of-Way)

Street

Description of Location (Street Address, Quarter Section, etc.) *For each job location, attach a copy of a drawing.*

34835 Elm St Oconomowoc WI 53066

Type of Work Proposed – Road: ☒ No Cut ☐ Pavement Cut ☐ Jack & Bore/Directional Drill ☐ Curb Cut (Driveway)

Type of Work Proposed – Service:

☐ Cable/Telephone ☐ Electric ☐ Gas ☐ Culvert Required, Size: _____ inches
☐ Sanitary Sewer ☐ Storm Sewer ☐ Water Utility ☒ Other: Driveway
☐ Placement of Dumpster, Mobile Storage, Trailer, Construction/Demo Unit

Description of Work Proposed (*include start/end dates; for dumpsters or units in the ROW – include size of units and if overnight storage is requested*) New Driveway/Access for Property/Garage.

APPLICANT SIGNATURE

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

Signature of Applicant or Applicant Representative	Title	Date
	Owner	4/1/26
Printed Name		

PERMIT APPROVAL

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

Director of Public Works or Designee	Date	Permit No.
Kamm Nash	4/7/2026	2026-21

Village Hall (262) 567-2757
Fax (262) 567-4115
Department of Public Works (262) 567-2422
Police Department (262) 446-5070
Building Inspector (262) 490-4141
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VILLAGE OF SUMMIT
ROW APPLICATION CHECKLIST

REMARKS:

- All roads with new pavement installation within the last FIVE (5) years cannot be disturbed without the permission of the Director of Public Works or his/her Designee.
- All roads must be cleanly sawcut prior to excavating.
- Slurry backfill is required in all roads and under all hard surfaces within the Village Right-of-Way (1 bag concrete slurry mix required).
- Applicant must call (262) 567-2757 for inspection of all backfilling and pavement restoration work performed.

PERMIT PROVISIONS AND CONDITIONS OF ISSUANCE

Pursuant to Wisconsin Statutes and the Muncipal Code of the Village of Summit, this permit is granted to allow performance of the specific work described herein. The following standard provisions and any included special provisions shall govern:

1. The Applicant agrees to indemnify and hold harmless the Permitting Authority, its employees and its agents, from any cost, claim, suit, liability, and/or award which might come, be brought, or be assessed, because of the issuance or exercise of this permit, or because of any adverse effect upon any person or property which is attributed to the partially or entirely completed works of the Applicant. Accomplishment of the permitted work, or any part thereof, by or on behalf of the Applicant shall bind such Applicant to abide by this permit and all its conditions and provisions.

2. The entire cost of constructing and maintaining the permitted facilities shall be the obligation of the Applicant.

3. When one-way traffic or a detour is used, the Applicant shall provide and maintain all necessary signs, barricades, flaggers, and lights required according to the "Manual on Uniform Traffic Control Devices." When a detour is required, Village staff shall review and approve a traffic control plan prepared by the Applicant prior to the work being started.

4. Access to all private drives and public street intersections shall be maintained, and all disturbed areas shall becompletely restored to the satisfaction of the Permitting Authority or its representative.

5. All construction shall be performed in accordance with the requirements of OSHA and the Wisconsin Department of Workforce Development, and any applicable local regulations.

6. A copy of this approval, along with any plans and special provisions, shall be available on the job site.

7. All work must be coordinated with the Village of Summit, Waukesha Country, and the Wisconsin Department of Transportation. VILLAGE INSPECTION IS REQUIRED. – **Call for Inspection: (262) 567-2757**

8. Upon completion of the work the Applicant shall file a written notice with the Permitting Authority.

9. All pavements removed shall be replaced in kind. Complete pavement restoration shall take place within 7 days of the pavement removal, unless prior approval is granted by the Village.

10. All grass restoration shall take place within 7 days of the completion of the construction. The restoration within grass areas shall consist of topsoil, seed, fertilizer and mulch, or topsoil and sod.

11. While taking any actions approved under this permit, Applicant shall at all times provide access to any property abutting the street. Any interruption to access must be approved by the Village.

12. **Special Conditions (office use only):**

Discussion and action on Amendment of 2026 Capital Improvement Plan to include the Genesee Lake Road Park Dumpster Enclosure Project

MOTION: (Petronovich, Phillips) *to amend the 2026 CIP to include the Genesee Lake Road Park Dumpster Enclosure at a cost of $40,000.* Carried.

Discussion and action on consideration for special permission per Sec. 24-33(a) of the Village of Summit Code to allow for a driveway width exceeding 24 feet at 34835 Elm Street

Director Nash stated that this relates to a request where the owners want to build a new 3-car detached garage and would like to have a 39' wide driveway.

MOTION: (Petronovich, Phillips) *to grant special permission for the driveway width at the road for 34835 Elm Street, contingent upon completion and approval of a Right-of-Way Permit and approval of the proposed garage and impervious surface calculations by the Building Inspector and Planner/Zoning Administrator.* Carried.

Trustee Lee stated his concern is when we make these exceptions. Trustee Petronovich stated he went and looked at the property and they are very close to the road.

President Riley stated the difference here is that they haven't installed it yet and they are asking for permission.

Carried.

Discussion and action on consideration for special permission per Sec. 24-33(a) and Sec. 24-37 of the Village of Summit Code to allow for a driveway width exceeding 24 feet and concrete installation within 5 feet of the street pavement at 221 S Sunflower Court

Director Nash explained this is an existing single-family home and the property owners have requested to be allowed to have a driveway width of approximately 32 feet at the edge of the road, they also would like to maintain a concrete apron that does not meet the 5 foot asphalt requirement, the existing driveway extends to within 24 inches of the road edge.

Trustee Petronovich asked about impervious surface and Director Nash stated that the Building Inspector checked that and stated they are not over the impervious surface maximum.

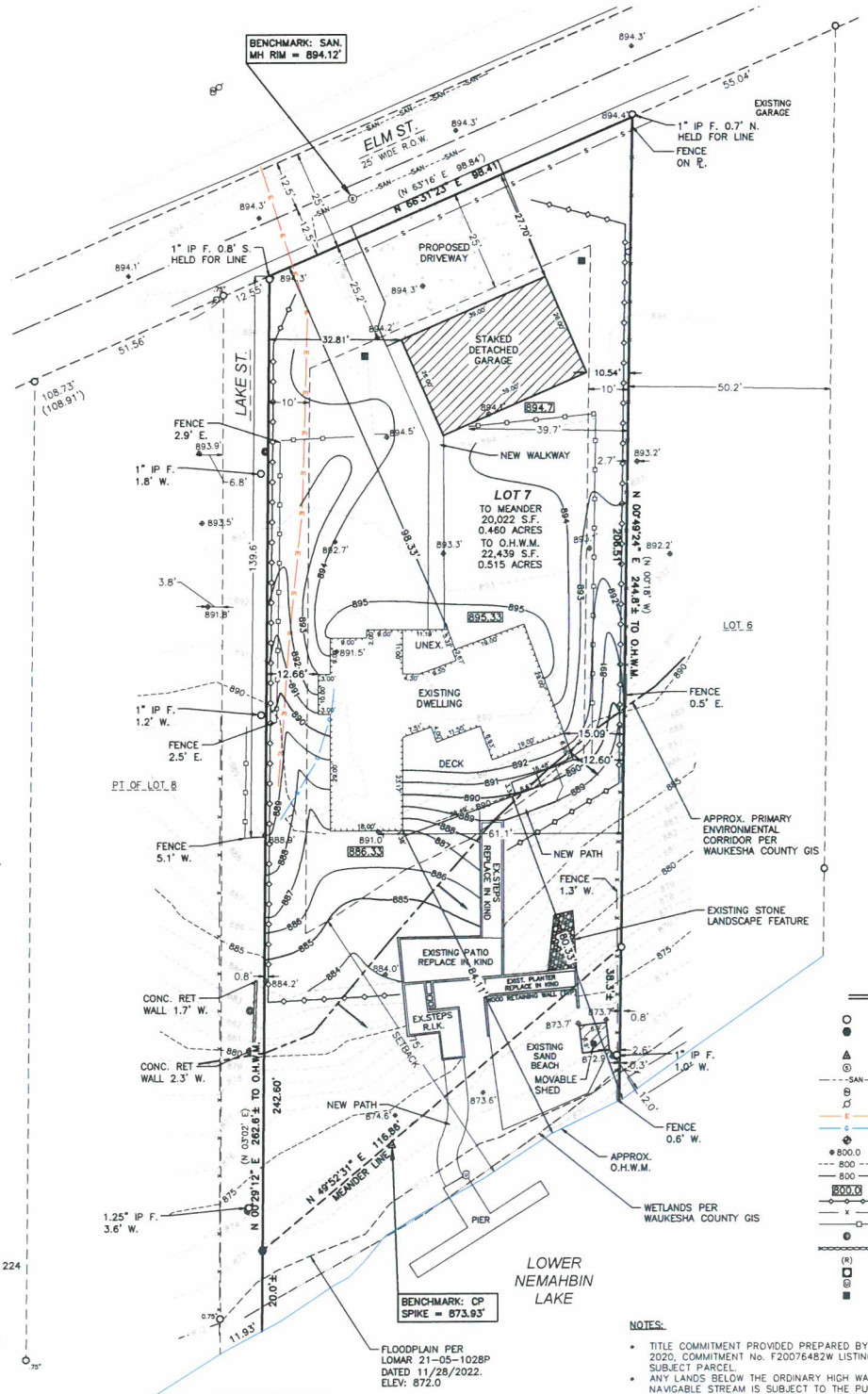
Director Nash stated it qualifies for the width special permission but the concrete up to the road is not acceptable per our code.

Trustee Lee has a real issue with this because we are making one person tear it out but not making another person. We have an ordinance and it's been in existence. Trustee Phillips agreed with Trustee Lee and added that it really is the fault of the contractor.

MOTION: (Riley, Phillips) *to grant special permission for the driveway width exceeding the ordinance limitation of 24' for 221 S. Sunflower Court.* Carried. Lee opposed.

PLAT OF SURVEY

LOT 7 GENRICHS BAY SUBDIVISION, BEING PART OF THE NW 1/4 OF SECTION 24, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN



0' 20' 40'

1 INCH = 20 FEET

BEARINGS BASED ON GRID NORTH OF THE WISCONSIN COUNTY COORDINATE SYSTEM, WAUKESHA COUNTY ZONE (NAD 83 WISCORS 2011) AND REFERENCED TO THE SOUTH RIGHT-OF-WAY OF ELM ST. MEASURED AS N 66°31'23" E.

VERTICAL DATUM IS NAVD 88 (GEOID 12A)

LEGEND

- FOUND 1" IRON PIPE OR NOTED
- SET 0.75" O.D. X 18" REBAR WEIGHING 1.502 LBS/FT.
- CONTROL POINT BENCHMARK
- SANITARY MANHOLE
- SANITARY SEWER
- TV PED
- UTILITY POLE
- UNDERGROUND ELEC.
- UNDERGROUND GAS
- FLOOR ELEVATION
- 800.0 EXISTING SPOT GRADE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- 800.0 PROPOSED ELEVATION
- PROPOSED SILT FENCE
- WIRE FENCE
- WOOD FENCE
- T-POST
- RIP RAP
- (R) RECORD DIMENSION
- AIR CONDITIONER
- UTILITY PED
- 10' OFFSET OR NOTED

EXISTING IMPERVIOUS SURFACE
DWELLING = 1,166
GARAGE = 596
SHED = 47
DECK(S) = 618
PATIO(S) = 268
RETAINING WALLS (ONE SQ. FT. PER LINEAL FT.) = 224
DRIVEWAYS = 2270
SIDEWALKS = 410
STEPS = 347

TOTAL IMPERVIOUS SURFACE AREA = 5946
LOT SIZE = 22,439
TOTAL PERCENT IMPERVIOUS SURFACE = 26.5%

POST-PROJECT TOTAL SQ. FOOTAGE
DWELLING = 1859
GARAGE= 1014
SHED = 47
PATIO(S) = 253
DECK = 650
RETAINING WALLS (ONE SQ. FT. PER LINEAL FT.) = 173
DRIVEWAYS = 1123
SIDEWALKS = 560
STEPS = 283

TOTAL IMPERVIOUS SURFACE AREA = 5962
TOTAL PERCENT IMPERVIOUS SURFACE = 26.6%

SETBACK REQUIREMENTS
STREET YARD = 25'
SIDE YARD = 10'

RECOMMENDED GRADES
DWELLING
FINISH YARD GRADE: 895.67/886.67
TOP OF WALL: 896.00
TOP OF FOOTING: 887.00 (9' WALL)

DETACHED GARAGE
FINISH YARD GRADE: 894.7
GARAGE FLOOR: 895.00

NOTES:

- TITLE COMMITMENT PROVIDED PREPARED BY MILWAUKEE TITLE DATED JULY 24, 2020, COMMITMENT No. F200764B2W LISTING NO EASEMENTS THAT AFFECT THE SUBJECT PARCEL.
- ANY LANDS BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.
- FLOODPLAIN IS PER FEMA FIRM MAP No. 55133C0162H, MAP REVISED NOVEMBER 5, 2014. LOMAR 21-05-1028P EFF. NOVEMBER 28, 2022. ELEV: 872.0.
- THE O.H.W.M. (ORDINARY HIGH WATER MARK) IS AN APPROXIMATE LOCATION DETERMINED BY THE SURVEYOR. IT IS RECOMMENDED THAT THE ZONING ADMINISTRATOR FOR THE MUNICIPALITY APPROVE OR SET THE O.H.W.M. ELEVATION.
- THE UNDERGROUND UTILITIES AS SHOWN ON THIS SURVEY ARE SHOWN PER DIGGER'S HOTLINE MARKINGS. THE SURVEYOR DOES NOT CERTIFY OR GUARANTEE THE EXACT LOCATIONS OF THE UTILITIES. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY.
- "SPECIAL PERMISSION FOR EXCEEDING MAXIMUM DRIVEWAY WIDTH OPENING APPROVED BY VILLAGE OF SUMMIT BOARD ON 11/13/2025."

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS, ROADWAY AND VISIBLE ENCROACHMENTS, IF ANY. THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE, THE TITLE THERETO WITHIN ONE (1) YEAR FROM DATE HEREOF.

SIGNED: MATTHEW T. O'ROURKE, PROFESSIONAL LAND SURVEYOR S-2771

WISCONSIN MATTHEW T O'ROURKE S-2771 NEOSHO, WI LAND SURVEYOR

SHEET 1 OF 1	JOB NO 23126	DATE 10/26/2025	
CLIENT: MATT BRAZELTON			
PROJECT: GARAGE CONSTRUCTION			
LAYOUT: STAKED SURVEY			
DRAWING: 23126_SURVEY-STAKED.DWG			
LOCATION: 34835 ELM STREET VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN TAX KEY : SUMT0670047			
DRAWN BY: VLM	CHECKED BY: MTO		
REV. 12/5/2025 DRIVEWAY (MO)			
REV. 12/8/2025 APPROVAL NOTE (MO)			
REV.			
REV.			

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

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

Date: October 1, 2026

Re: Discussion and Action on Final Acceptance and Dedication of Public Improvements in the Bark River Conservancy Development

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PURPOSE:
To formally accept ownership and control of the public improvements in Bark River Conservancy development.

BACKGROUND:
The Village Board approved the Bark River Conservancy final plat on November 13, 2025, having previously approved a Developer's Agreement on August 12, 2025. The Developer's Agreement requires the final acceptance of the public improvements by a resolution of the Village Board and dedication of the improvements by the developer. Genesee Lake Road LLC has completed all of the work required in that Agreement and has requested that the Village accept those public improvements. The attached Resolution identifies the public improvements as the roadway, as well as the surface and stormwater conveyance system.

RECOMMENDATION:
Village staff agrees with SEH's recommendation to formally approve and accept the public improvements in the Bark River Conservancy development.

ATTACHMENTS:

- Draft Resolution No. 26-491
- Village Engineer (SEH) Report and Recommendation *(dated October 1, 2026)*
- Dedication of Improvements Letter from Dean Frederick, on behalf of Genesee Lake Road LLC *(dated August 20, 2026)*
- Final Acceptance of Improvement Letter from Dean Frederick, on behalf of Genesee Lake Road LLC *(dated August 20, 2026)*

FISCAL IMPACT: The Village will be responsible for maintenance of the roadway and the abutting stormwater facilities located within the public rights-of-way as part of the regular road program.

RECOMMENDED MOTION: **Motion to accept the dedication of the public improvements in the Bark River Conservancy development and to adopt Resolution No. 26-491 accepting the same public improvements with a warranty period of two years commencing on October 8, 2026.**

STATE OF WISCONSIN VILLAGE OF SUMMIT WAUKESHA COUNTY

RESOLUTION NO. 26-491

ACCEPTING PUBLIC IMPROVEMENTS FOR BARK RIVER CONSERVANCY DEVELOPMENT

WHEREAS, the Summit Village Board entered into a Developer's Agreement with Genesee Lake Road LLC, approved August 12, 2025, governing the construction, maintenance and dedication of certain public improvements on approximately 62.136 acres of certain real property located in the Village, known as Bark River Conservancy; and

WHEREAS, the Developer has designed, constructed, installed and maintained the public streets, street signs and traffic control signs, and right-of-way restoration as required for dedication to the Village as described in the Developer's Agreement; and

WHEREAS, the Developer has designed, constructed, installed and maintained the surface and stormwater drainage facilities as required and described in the Developer's Agreement; and

WHEREAS, the Village Board has received a written report from the Village Engineer confirming the completion of the work related to Village dedication to his satisfaction and in compliance with the approved plans and specifications;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Village Board of the Village of Summit, Waukesha, Wisconsin, to accept the following improvements and begin the two-year warranty period effective October 8, 2026:

1. Meadow Park Place from approximately 510 feet south of N Ravinia View Lane to N Meadow Park Place, roadways and surface and stormwater conveyance.
2. N Meadow Park Place, from Meadow Park Place to Genesee Lake Road, roadways and surface and stormwater conveyance.

Dated this 8th day of October, 2026.

VILLAGE OF SUMMIT

_____
Jack Riley, Village President

ATTEST:

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

DRAFT

Building a Better World for All of Us®

October 1, 2026

SEH No. 176551 Task 53 - Bark River Conservancy
Public Improvements Dedication and Acceptance Recommendation

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

RE: Bark River Conservancy, Dedication and Village of Summit Acceptance of Public Improvements

Dear Ms. Nash:

A request has been made by the Developer to dedicate the public improvements and in turn for the Village to accept the public improvements associated with the Bark River Conservancy development located within the Village of Summit.

Per the Development Agreement Sections 4, 5 and 6; Genesee Lake Road, LLC (DEVELOPER), does unconditionally give, grant, convey and fully dedicate the Public Improvements to the Village of Summit (VILLAGE), its successors and assigns, forever, free and clear of all encumbrances whatever, together with all land, building, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and hereditaments which may in any way be a part of, or pertain to, such improvements and together with any and all necessary easements for access thereto. After such dedication, the Village shall have the right to connect or integrate other improvements as the Village decides, with no payment or award to, or consent required of, the Developer.

Further, DEVELOPER requests that VILLAGE accept dedication of these Public Improvements. Following VILLAGE acceptance of Public Improvements, DEVELOPER shall guarantee the improvements against defects due to faulty materials or workmanship (the “Guarantee”) for two years from the date of final acceptance of all the improvements (“Guarantee Period”) per the Developer’s Agreement Section 8. The Developer shall pay for any damages to Village property and/or improvements resulting from such faulty materials or workmanship.

Please place the request and associated resolution for “Acceptance of Work and Dedication” of the improvements per Section 6 of the Developer’s Agreement on the next Village Board agenda.

Sincerely,



Brian Pehl, P.E.
Senior Professional Engineer II
(Lic. WI)

c: Ms. Debra Michael, Village Administrator/Clerk-Treasurer
Mr. Dean Fredrick, Developer

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

Technical Engineering Consultants, LLC
Phone (414) 791-5373 • Email: trdaf@msn.com

August 20, 2026

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

RE: Dedication of Improvements
Bark River Conservancy

Dear Ms. Michael:

The installation of the public improvements within the Bark River Conservancy subdivision was completed on July 15, 2026 with the installation of the shoulder. As required by Section V of the recorded Developer's Agreement, the Dedication of Improvements is required by the developer, Genesee Lake Road LLC. As such, the developer, Genesee Lake Road LLC, herewith requests acceptance of the Dedication of Improvements for Bark River Conservancy by the Village Board.

If you should have any questions or require additional information, please feel free to contact me at your earliest convenience at my contact information above.

Sincerely,

Dean A Frederick
for Genesee Lake Road LLC

cc: Kamron Nash, PE via email
Brian Pehl, PE via email

Technical Engineering Consultants, LLC
Phone (414) 791-5373 • Email: trdaf@msn.com

August 20, 2026

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

RE: Final Acceptance
Bark River Conservancy

Dear Ms. Michael:

The installation of the public improvements within the Bark River Conservancy subdivision was completed on July 15, 2026 with the installation of the shoulder. As required by Section IV of the recorded Developer's Agreement, Final Acceptance shall be granted by a separate resolution of the Village Board. As such, the developer, Genesee Lake Road LLC, requests Final Acceptance by the Village Board for Bark River Conservancy.

If you should have any questions or require additional information, please feel free to contact me at your earliest convenience at my contact information above.

Sincerely,

Dean A Frederick
for Genesee Lake Road LLC

cc: Kamron Nash, PE via email
Brian Pehl, PE via email

Village Hall, 262-567-2757
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Summit Village Hall ● 37100 Delafield Road ● Summit, WI 53066

MEMORANDUM

To: Village Board

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

Date: October 2, 2026

Re: Discussion and Action on N Dousman Road Multi-Use Trail Project Bid Results and Authorization to Award Contract

---

PURPOSE:
To present bid results for the N Dousman Rd Multi-Use Trail project and request approval and authorization from the Village Board to award a contract to the lowest responsible bidder.

BACKGROUND:
Bids for the N Dousman Rd Multi-Use Trail project were due on October 2, 2026, and a Bid opening was completed that morning at 10:00 a.m. A Bid tabulation has been attached to the engineer's recommendation memo for reference. A total of five contractors submitted bids ranging from $592,013 to $999,314, and the overall lowest responsible bidder was Wolf Paving, Inc. The engineer's estimate was $694,866, which is $102,853 more than the low Bid.

A comparison of the estimated construction costs and the low bid results is summarized below:

	Funding Sources			
Description	**TAP Funds**	**Stewardship Grant**	**Park Impact Fees**	**Total Estimated Cost***
Construction	$379,063	$96,587	$116,363	$592,013
Construction Review	$73,000	$0	$0	$73,000
Total	***$452,063***	***$96,587***	***$116,363***	***$665,013***

**Based on bid results from 10/2/2026 bid opening. Available fund amounts based on estimated remaining funds from each grant at end of 2026.*

RECOMMENDATION:
Strand Associates, Inc. and Village staff recommend that the Village Board approve the recommendation provided by the engineer and authorize Strand Associates, Inc. to proceed with awarding the contract to the lowest responsible bidder, Wolf Paving, Inc.

ATTACHMENTS: Strand Associates, Inc. Memorandum RE: V Summit; N Dousman Road Multi-Use Trail *(dated October 2, 2026, with Bid Tabulation attachment)*

FISCAL IMPACT: The proposed 2027 CIP will include the following funding for 2027:

Impact Fees	**$150,000***

**includes $33,637 for contingency in the event that there are unanticipated expenses or change orders)*

TAP Funding	**$452,063**
Stewardship Grant	**$ 96,587**
Total	**$698,650**

RECOMMENDED MOTION: **Motion to approve the Bid results for the N Dousman Road Multi-Use Trail project and to authorize Strand Associates, Inc. to proceed with awarding the contract to the lowest responsible bidder, Wolf Paving, Inc.**

STRAND ASSOCIATES®
Excellence in Engineering℠

Strand Associates, Inc.®
126 North Jefferson Street, Suite 350
Milwaukee, WI 53202
(P) 414.271.0771
www.strand.com

October 2, 2026

Ms. Kamron Nash, P.E., Public Works Director
Village of Summit
37100 Delafield Road
Summit, WI 53066

Re: V Summit; N Dousman Road Multi-Use Trail
State Project ID: 3853-05-70
Contract 1-2026
Village of Summit, Wisconsin

Dear Ms. Nash:

Bids for the above-referenced Project were opened on October 2, 2026. Five Bids were received with the resulting Bid tabulation enclosed. The low Bid of $592,012.89 was less than ENGINEER's opinion of probable construction cost.

Wolf Paving of Hartland, Wisconsin, was the apparent low Bidder at $592,012.89. The Bid included a Bid Bond for 5 percent and Addendum No. 1 was acknowledged. The Bid is deemed to be responsive.

Strand Associates, Inc.® has previously worked with Wolf Paving, Inc. on projects for the Town of Brookfield, the Village of Waunakee, and the City of Stoughton, Wisconsin.

If you determine that Wolf Paving is a responsible Bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract in accordance with Article 18 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.®

Eric P. Anderson, P.E.

Enclosure

The content in this document is technical in nature and is intended for an audience with specific training and expertise and therefore may not fully conform to Web Content Accessibility Guidelines (WCAG) 2.1 Level AA accessibility criteria. If you require the content of this document in an alternative format for conformance with WCAG 2.1 Level AA, please contact the Village of Summit. The Village, as the Web site administrator and operator, is responsible for ensuring that posted content on its Web site conforms to applicable accessibility criteria.

V Summit; N Dousman Multi-Use Trail

Contract 1-2026

Village of Summit, Wisconsin

Solicitor: Strand Associates, Inc.

October 2, 2026 10 A.M. Central Time

						Wolf Paving		Parking Lot Maintenance		LaLonde Contractors, Inc.		Veit & Company, Inc.		Poblocki Paving Corporation	
Section Title	Line Item	Bid Item No.	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
V Summit; N Dousman Multi-Use Trail															
	1	201.0105	Clearing	STA	15	$600.00	$9,000.00	$1,020.00	$15,300.00	$995.00	$14,925.00	$1,117.00	$16,755.00	$1,340.00	$20,100.00
	2	201.0120	Clearing	I.D.	292	$20.00	$5,840.00	$57.00	$16,644.00	$55.00	$16,060.00	$61.00	$17,812.00	$75.00	$21,900.00
	3	201.0205	Grubbing	STA	15	$600.00	$9,000.00	$250.00	$3,750.00	$245.00	$3,675.00	$275.00	$4,125.00	$331.00	$4,965.00
	4	201.0220	Grubbing	I.D.	292	$20.00	$5,840.00	$10.50	$3,066.00	$10.00	$2,920.00	$11.25	$3,285.00	$14.00	$4,088.00
	5	203.0100	Removing Small Pipe Culverts	EA	2	$495.00	$990.00	$1,150.00	$2,300.00	$1,000.00	$2,000.00	$655.00	$1,310.00	$540.00	$1,080.00
	6	204.0100	Removing Concrete Pavement	SY	44	$12.00	$528.00	$85.00	$3,740.00	$25.09	$1,103.96	$37.00	$1,628.00	$25.00	$1,100.00
	7	204.0170	Removing Fence	LF	337	$3.25	$1,095.25	$10.00	$3,370.00	$3.00	$1,011.00	$6.00	$2,022.00	$10.00	$3,370.00
	8	205.0100	Excavation Common	CY	2543	$28.00	$71,204.00	$35.00	$89,005.00	$46.29	$117,715.47	$55.50	$141,136.50	$66.00	$167,838.00
	9	213.0100	Finishing Roadway	EA	1	$950.00	$950.00	$5,000.00	$5,000.00	$1,722.00	$1,722.00	$24,000.00	$24,000.00	$5,985.00	$5,985.00
	10	305.0120	Base Aggregate Dense 1 1/4-Inch	TON	3850	$19.50	$75,075.00	$30.00	$115,500.00	$29.74	$114,499.00	$35.00	$134,750.00	$44.00	$169,400.00
	11	311.0110	Breaker Run	TON	479	$31.00	$14,849.00	$39.00	$18,681.00	$37.90	$18,154.10	$51.00	$24,429.00	$86.00	$41,194.00
	12	465.0105	Asphaltic Surface	TON	1100	$107.00	$117,700.00	$114.00	$125,400.00	$107.00	$117,700.00	$132.00	$145,200.00	$178.00	$195,800.00
	13	465.0120	Asphaltic Surface Driveways And Field Entrances	TON	100	$184.00	$18,400.00	$170.00	$17,000.00	$184.00	$18,400.00	$132.00	$13,200.00	$240.00	$24,000.00
	14	520.1012	Apron Endwalls For Culvert Pipe 12-Inch	EA	2	$716.00	$1,432.00	$1,050.00	$2,100.00	$1,100.00	$2,200.00	$1,760.00	$3,520.00	$695.00	$1,390.00
	15	521.3112	Culvert Pipe Corrugated Steel 12-Inch	LF	30	$123.00	$3,690.00	$180.00	$5,400.00	$200.00	$6,000.00	$203.00	$6,090.00	$125.00	$3,750.00
	16	522.0415	Culvert Pipe Reinforced Concrete Class Iv 15-Inch	LF	32	$165.00	$5,280.00	$210.00	$6,720.00	$350.00	$11,200.00	$297.00	$9,504.00	$228.00	$7,296.00
	17	522.1015	Apron Endwalls For Culvert Pipe Reinforced Concrete 15-Inch	EA	2	$1,986.00	$3,972.00	$1,900.00	$3,800.00	$3,000.00	$6,000.00	$2,832.00	$5,664.00	$700.00	$1,400.00
	18	602.0410	Concrete Sidewalk 5-Inch	SF	1670	$12.00	$20,040.00	$16.00	$26,720.00	$11.62	$19,405.40	$24.00	$40,080.00	$14.50	$24,215.00
	19	602.0505	Curb Ramp Detectable Warning Field Yellow	SF	180	$60.00	$10,800.00	$47.00	$8,460.00	$51.44	$9,259.20	$41.50	$7,470.00	$60.00	$10,800.00
	20	602.0810	Concrete Driveway 6-Inch	SY	52	$108.00	$5,616.00	$261.00	$13,572.00	$88.78	$4,616.56	$145.00	$7,540.00	$223.00	$11,596.00
	21	619.1000	Mobilization	EA	1	$79,941.00	$79,941.00	$36,000.00	$36,000.00	$85,145.39	$85,145.39	$77,535.00	$77,535.00	$6,000.00	$6,000.00
	22	623.0200	Dust Control Surface Treatment	SY	8034	$0.01	$80.34	$0.37	$2,972.58	$0.01	$80.34	$1.25	$10,042.50	$0.60	$4,820.40
	23	625.0100	Topsoil	SY	7137	$4.65	$33,187.05	$2.08	$14,844.96	$5.95	$42,465.15	$7.20	$51,386.40	$10.50	$74,938.50
	24	628.1504	Silt Fence	LF	3415	$2.00	$6,830.00	$3.10	$10,586.50	$1.95	$6,659.25	$1.80	$6,147.00	$2.70	$9,220.50
	25	628.1520	Silt Fence Maintenance	LF	3415	$0.25	$853.75	$0.11	$375.65	$0.01	$34.15	$0.12	$409.80	$0.20	$683.00
	26	628.1905	Mobilizations Erosion Control	EA	6	$275.00	$1,650.00	$80.00	$480.00	$150.00	$900.00	$335.00	$2,010.00	$2,230.00	$13,380.00
	27	628.1910	Mobilizations Emergency Erosion Control	EA	4	$275.00	$1,100.00	$80.00	$320.00	$250.00	$1,000.00	$335.00	$1,340.00	$1,485.00	$5,940.00
	28	628.2008	Erosion Mat Urban Class I Type B	SY	7137	$2.15	$15,344.55	$1.55	$11,062.35	$1.85	$13,203.45	$1.80	$12,846.60	$3.00	$21,411.00
	29	628.7504	Temporary Ditch Checks	LF	350	$7.50	$2,625.00	$8.50	$2,975.00	$5.75	$2,012.50	$10.50	$3,675.00	$10.10	$3,535.00
	30	628.7555	Culvert Pipe Checks	EA	7	$40.00	$280.00	$16.50	$115.50	$18.00	$126.00	$18.00	$126.00	$54.00	$378.00
	31	628.7560	Tracking Pads	EA	4	$950.00	$3,800.00	$750.00	$3,000.00	$1,732.25	$6,929.00	$3,320.00	$13,280.00	$2,000.00	$8,000.00
	32	628.7570	Rock Bags	EA	110	$15.00	$1,650.00	$41.00	$4,510.00	$12.00	$1,320.00	$18.00	$1,980.00	$20.25	$2,227.50
	33	629.0210	Fertilizer Type B	CWT	9	$145.00	$1,305.00	$105.00	$945.00	$80.00	$720.00	$100.00	$900.00	$196.00	$1,764.00
	34	630.0140	Seeding Mixture No. 40	LB	321	$8.75	$2,808.75	$10.50	$3,370.50	$11.95	$3,835.95	$12.30	$3,948.30	$12.00	$3,852.00
	35	630.0200	Seeding Temporary	LB	193	$4.50	$868.50	$8.50	$1,640.50	$3.25	$627.25	$5.30	$1,022.90	$6.00	$1,158.00
	36	630.0500	Seed Water	MGAL	161	$10.00	$1,610.00	$15.50	$2,495.50	$8.00	$1,288.00	$16.50	$2,656.50	$13.50	$2,173.50
	37	631.1100	Sod Erosion Control	SY	7	$48.50	$339.50	$36.00	$252.00	$25.00	$175.00	$47.00	$329.00	$66.00	$462.00
	38	634.0812	Posts Tubular Steel 2 X 2 Inch X 12-Ft	EA	15	$175.00	$2,625.00	$170.00	$2,550.00	$225.00	$3,375.00	$250.00	$3,750.00	$237.00	$3,555.00
	39	634.0816	Posts Tubular Steel 2 X 2 Inch X 16-Ft	EA	6	$215.00	$1,290.00	$230.00	$1,380.00	$230.00	$1,380.00	$260.00	$1,560.00	$291.00	$1,746.00
	40	637.2210	Signs Type Ii Reflective H	SF	39.66	$32.00	$1,269.12	$25.00	$991.50	$23.00	$912.18	$32.50	$1,288.95	$43.20	$1,713.31
	41	637.2230	Signs Type Ii Reflective F	SF	41.22	$32.00	$1,319.04	$25.50	$1,051.11	$25.00	$1,030.50	$34.50	$1,422.09	$43.20	$1,780.70
	42	638.2102	Moving Signs Type Ii	EA	7	$150.00	$1,050.00	$52.00	$364.00	$110.00	$770.00	$111.00	$777.00	$521.00	$3,647.00
	43	642.5001	Field Office Type B	EA	1	$5,000.00	$5,000.00	$7,000.00	$7,000.00	$14,138.00	$14,138.00	$23,000.00	$23,000.00	$9,042.00	$9,042.00
	44	643.0300	Traffic Control Drums	DAY	23045	$0.15	$3,456.75	$0.16	$3,687.20	$0.15	$3,456.75	$0.15	$3,456.75	$0.20	$4,609.00
	45	643.0420	Traffic Control Barricades Type Iii	DAY	860	$0.35	$301.00	$0.36	$309.60	$0.35	$301.00	$0.40	$344.00	$0.48	$412.80
	46	643.0900	Traffic Control Signs	DAY	3170	$0.25	$792.50	$0.26	$824.20	$0.25	$792.50	$0.30	$951.00	$0.34	$1,077.80
	47	643.5000	Traffic Control	EA	1	$15,550.00	$15,550.00	$16,000.00	$16,000.00	$76,525.00	$76,525.00	$17,500.00	$17,500.00	$21,000.00	$21,000.00

	48	644.1440	Temporary Pedestrian Surface Matting	SF	128	$7.00	$896.00	$7.20	$921.60	$7.00	$896.00	$7.90	$1,011.20	$9.45	$1,209.60
	49	644.1605	Temporary Pedestrian Detectable Warning Field	SF	8	$30.00	$240.00	$30.00	$240.00	$30.00	$240.00	$33.75	$270.00	$41.00	$328.00
	50	644.1810	Temporary Pedestrian Barricade	LF	124	$6.00	$744.00	$6.20	$768.80	$6.00	$744.00	$6.75	$837.00	$8.10	$1,004.40
	51	644.1900.S	Temporary Audible Message Devices	DAY	270	$5.00	$1,350.00	$5.15	$1,390.50	$5.00	$1,350.00	$5.60	$1,512.00	$6.75	$1,822.50
	52	645.0135	Geotextile Type Sr	SY	694	$3.20	$2,220.80	$3.00	$2,082.00	$2.99	$2,075.06	$4.60	$3,192.40	$3.00	$2,082.00
	53	646.6105	Marking Stop Line Paint 18-Inch	LF	61	$21.00	$1,281.00	$22.00	$1,342.00	$21.00	$1,281.00	$23.50	$1,433.50	$20.40	$1,244.40
	54	646.7405	Marking Crosswalk Paint Transverse Line 6-Inch	LF	46	$19.00	$874.00	$20.00	$920.00	$19.00	$874.00	$21.50	$989.00	$12.50	$575.00
	55	646.7505	Marking Crosswalk Paint Block Style 24-Inch	LF	72	$30.00	$2,160.00	$31.00	$2,232.00	$30.00	$2,160.00	$33.70	$2,426.40	$66.00	$4,752.00
	56	650.4500	Construction Staking Subgrade	LF	5786	$0.77	$4,455.22	$1.80	$10,414.80	$0.77	$4,455.22	$0.01	$57.86	$2.36	$13,654.96
	57	650.6000	Construction Staking Pipe Culverts	EA	2	$370.00	$740.00	$260.00	$520.00	$370.00	$740.00	$280.00	$560.00	$338.00	$676.00
	58	650.9000	Construction Staking Curb Ramps	EA	10	$111.00	$1,110.00	$285.00	$2,850.00	$111.00	$1,110.00	$280.00	$2,800.00	$372.00	$3,720.00
	59	650.9500	Construction Staking Sidewalk	EA	1	$1,110.00	$1,110.00	$10,400.00	$10,400.00	$1,110.00	$1,110.00	$13,000.00	$13,000.00	$13,668.00	$13,668.00
	60	650.9911	Construction Staking Supplemental Control	EA	1	$740.00	$740.00	$6,750.00	$6,750.00	$740.00	$740.00	$6,740.00	$6,740.00	$8,775.00	$8,775.00
	61	650.9920	Construction Staking Slope Stakes	LF	5786	$0.77	$4,455.22	$2.00	$11,572.00	$0.77	$4,455.22	$1.70	$9,836.20	$2.57	$14,870.02
	62	690.0150	Sawing Asphalt	LF	455	$1.95	$887.25	$2.00	$910.00	$1.95	$887.25	$2.00	$910.00	$2.00	$910.00
	63	690.0250	Sawing Concrete	LF	14	$2.95	$41.30	$3.00	$42.00	$2.95	$41.30	$3.30	$46.20	$2.00	$28.00
	64	SPV.0060.01	Removing Bollards	EA	2	$240.00	$480.00	$500.00	$1,000.00	$415.00	$830.00	$375.00	$750.00	$100.00	$200.00
Base Bid Total:							$592,012.89		$669,987.35		$781,758.10		$899,577.05		$999,313.90

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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: October 2, 2026

Re: Discussion and Action on Proposal from Green For Life (GFL) for an Extension of the Municipal Solid Waste and Recycling Contract

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PURPOSE:
To present an update to the Village Board from GFL for a 5-year extension of the Municipal Solid Waste and Recycling Contract for consideration. Information from past Village Board discussions has been maintained to provide history on this discussion. Updates have been provided in blue text.

BACKGROUND:
At the June 11th Village Board meeting, staff presented two proposals from GFL for a contract extension. Staff were given direction to ask GFL to "sharpen their pencils" and to verify the language related to rate adjustments in Section 10. In addition, staff inquired about options for yard waste.

"Sharpen Pencils" Request

GFL has advised that they are willing to keep the Premium UTD Service Fee at the existing rate in 2027, after which it would increase annually per the existing terms set forth in Section 10. This change in the proposal is likely due to staff bringing to their attention that the previous UTD rate increases were implemented improperly in the past. Had the rate increases followed the agreement, the existing rates for manual collection areas and automated collection areas would be no more than $95.40/year and $143.10/year, respectively. The current rates are $115.00/year and $175.00/year. A table depicting the current and proposed costs is attached to the end of this memo for reference.

Verify Rate Increase Language

GFL has confirmed that the language in the current agreement regarding calculation of annual increases will remain the same. The existing agreement also states that the Premium UTD Service Fee rate increase will follow the provisions of Section 10, and GFL has advised this will not change. Section 10 Rate Adjustments reads as follows:

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.

Yard Waste Options

Collection Services for Whole Community

Yard waste collection occurs on 11 Saturdays throughout the growing season. The proposed rate per month for continuing this service includes a $2.25/month charge per household, or $27/year.

**Note that staff inquired about addition of another collection in mid-July, as we frequently will get calls from residents during the summer for yard waste disposal (generally after storm events). GFL responded that they typically perform all community yard waste collection on the same Saturday due to staffing constraints. They do not wish to bring a crew in for a couple of stops during mid-summer due to cost.*

Sticker Program

GFL has successfully implemented a sticker program with other municipalities. Residents are able to have stickers mailed to them, or they may stop by the Hartland office to pick them up. Yard waste bags are the standard paper bags that may be purchased at local hardware stores. Their current cost for stickers is $4/sticker (one sticker per bag of waste), with a minimum purchase of 10 stickers. Pickups may be scheduled on an as-needed basis with their dispatch. This option would provide a $27/year savings to residents who do not need or desire to utilize the yard waste collection program.

At the September 10th Village Board meeting, staff were directed to obtain additional information regarding the sticker program for yard waste:

1. **Will the collections still be held on pre-determined Saturdays throughout the year (pre-scheduled)?**

Response: *Yes, the dates are the same for all of the communities in the area. Residents will have to call to schedule in advance for one of these specific Saturdays. These dates will be included on the collection calendar.*

2. **Does the $4/sticker cost include yard waste disposal costs, or will the Village continue to receive a separate bill from Johnson Nursery for waste deposited at their facility?**

   Response: *The sticker cost does not include waste disposal costs. The Village should continue to receive bills for yard waste. Note: This cost is estimated to be approximately $3,200/year ($1.39 per household).*

3. **Please explain what the County/Local fee of $10.15/ton is for the MSW disposal cost. Waukesha County verified that this is not a County fee, and they do not intend on implementing a tip fee for 2027.**

   Response: *The fee is a "host fee" from the landfill where the MSW is deposited. A host fee is a negotiated financial payment or benefit a landfill operator pays to the local host community (city or county) to compensate for the environmental, infrastructural, and social impacts of hosting the facility.*

An addendum to the existing contract has been prepared and submitted for staff review. The addendum was missing some important information, including an up-to-date schedule of fees for recycling and UTD fees. Staff have requested that GFL revise the agreement to include these schedules and to add more specific language regarding the change in the yard waste program.

RECOMMENDATION:
At the time that this report was prepared, staff did not feel comfortable with the addendum to the existing agreement that GFL provided and has requested a revised version. Once this is received and reviewed by staff, it will be presented to the Village Board for consideration.

ATTACHMENTS:	2021 – 2026 Municipal Solid Waste and Recycling Contract *(dated December 6, 2021)*
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").

W I T N E S S E T H:

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 streamed 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.

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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 undismissed 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 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:
Debra J Michael,

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)	**$45**		
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.

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.summitvillagewi.gov

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

MEMORANDUM

To: Village Board

From: Chief Brian Wraalstad

Date: September 29th, 2026

Re: Removal of un-collectable citations from Lake County Municipal Court Records.

BACKGROUND: For many years Lake Country Municipal court has tried many methods to collect on unpaid citations. These methods include using collection services, tax garnishment, letters, warrants, etc. These efforts have worked effectively and have significantly reduced the courts "unpaid liabilities" from unpaid citations.

Recently, the court has carefully gone through their records and found each participating community has several unpaid citations that cannot be collected on for various reasons. Some of the reasons are the incidents are very old, the person has died, incomplete information on original citation to collect on, no social security number, just to name a few.

The court has asked each community to remove these uncollectable citations/liabilities from their records.

ATTACHMENTS: "Purge Citations" prepared by Lake Country Municipal Court.
This is a list of Village of Summit citations the court is asking to remove. A search of these names found nothing that would allow me to locate or find any of these people that was not already tried. Further review of the violations the incidents the citations generated from range from 1996-2010, with a total liability of $1041.20

FISCAL IMPACT: Possible loss of $1041.20 citation revenue to court. This citation revenue is a not police revenue we specifically account for in the budget revenue. Removal of potential revenue should not affect past budgets.

RECOMMENDED: Allow removal of un-collectable citations from record by Lake Country Municipal Court as they have requested.

Criteria

Citations: General Enforcements, Inactive SDC, Tax, DOT, Pay Plan
Department: Village Of Summit
Balance =>: $0.00
MNI #:
Citation #:
MNI Type: [ ] Individual [ ] Business [X] Both
Violation Date: 01/01/1900 To 12/31/2010 Status Date: __/__/____ To __/__/____
Violation Status: CNVR, DR, DEC, DEP, DISM, LS, FNG, FRD, J, J2S, REF, NSF, PIF, PPP, PAR, PDL, PMT, SAT, VOID, WOCS

Defendant	Citation	Dept	Offense Description	Viol Status	Status Dt	Total Due	Total Paid	Balance Due
Augustus, Emily J ILLINOIS	I1796773-5 ✓ **Viol** 03/05/2008 **Plea:** DJ **Finding:** GDFL **Finding Dt:** 04/25/2008	TSPD	Fts At Stop Sign	DI Susp/Fpf	12/23/2009	$113.80	$0.00	$113.80
Avery, Mark A Milwaukee	J850365-5 ✓ **Viol** 09/11/2009 **Plea:** DJ **Finding:** GDFL **Finding Dt:** 10/23/2009	TSPD	Seatbelt Req Driver	DI Susp/Fpf	02/02/2022	$10.00	$0.00	$10.00
Beck, Larry D Milwaukee	N257480 ✓ **Viol** 08/14/2003 **Plea:** DJ **Finding:** GDFL **Finding Dt:** 09/26/2003	TSPD	UNDERAGE ALCOHOL VIO	DI Susp/Fpf	02/02/2022	$224.00	$0.00	$224.00
Cunningham, Dominic Milwaukee	M415369 ✓ **Viol** 06/18/1996 **Plea:** DJ **Finding:** FG **Finding Dt:** 07/26/1996	TSPD	Possess Drug Paraphernalia	DI Susp/Fpf	05/06/2004	$147.00	$0.00	$147.00
Demmer, Matthew A Jefferson	J850800-6 ✓ **Viol** 04/10/2010 **Plea:** DJ **Finding:** GDFL **Finding Dt:** 05/28/2010	TSPD	Viol Safety Belt Requirem	DI Susp/Fpf	02/02/2022	$10.00	$0.00	$10.00
Glenn, Kevin O Milwaukee	M177634 ✓ **Viol** 07/12/2000 **Plea:** DJ **Finding:** FG **Finding Dt:** 08/25/2000	TSPD	Theft	DI Susp/Fpf	04/08/2024	$186.00	$0.00	$186.00
Guerra, Dillon D Oco	J655616-3 ✓ **Viol** 02/01/2009 **Plea:** DJ **Finding:** GDFL **Finding Dt:** 03/27/2009	TSPD	Viol Safety Belt Requirem	DI Susp/Fpf	02/02/2022	$10.00	$0.00	$10.00
Kruck, Heidi L Sullivan	P026276 ✓ **Viol** 08/04/1996 **Plea:** **Finding:** **Finding Dt:**	TSPD	Slow No Wake Golden Lake	Past Due Letter Sent	07/26/2000	$61.90	$0.00	$61.90
Maze, Jerry Alan Oco	J655542-6 ✓ **Viol** 03/01/2009 **Plea:** DJ **Finding:** GDFL **Finding Dt:** 04/24/2009	TSPD	Seatbelt Req Driver	DI Susp/Fpf	02/02/2022	$10.00	$0.00	$10.00
Samson, Kristin R Delafield	E292587-1 ✓ **Viol** 05/30/2004 **Plea:** FOR **Finding:** FG **Finding Dt:** 07/23/2004	TSPD	Speed In Excess Of Posted	Paid In Full	06/02/2004	$186.40	$176.40	$10.00

Sheesley, Jessica J Waukesha	M757167 **Viol** 06/12/1998	TSPD **Plea:** DJ	Curfew Violation **Finding:** FG		DI Susp/Fpf **Finding Dt:** 07/24/1998	02/02/2022	$98.50	$0.00	$98.50
Sheesley, Jessica J	M757192 **Viol** 06/12/1998	TSPD **Plea:** DJ	UNDERAGE ALCOHOL VIO **Finding:** FG		DI Susp/Fpf **Finding Dt:** 07/24/1998	02/02/2022	$160.00	$0.00	$160.00
Number of Citations: 12			**Grand Total:**				**$1,217.60**	**$176.40**	**$1,041.20**

VILLAGE OF SUMMIT

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

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

MEMORANDUM

To: Village Board

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: October 2, 2026

Re: Application for Temporary Alcohol Beverage License

BACKGROUND: The Village is allowed per State Law to issue a temporary license for an event to service Beer and/or Wine. Emmanuel UCC (Church) has applied for a license to be used at their November 6 Chili Cookoff benefit event at the Church. A member of the church is a licensed bartender.

The Village has approved this same request in prior years for the same event.

PURPOSE: For Village Board to approve the issuance of a Temporary Alcohol Beverage License

ATTACHMENTS: Copy of Application

FISCAL IMPACT: $10 revenue

MOTION: **Motion to approve the Temporary Alcohol Beverage License for "Class B" Wine and Class "B" Beer to Emmanuel UCC for a Chili Cookoff event on November 6, 2026 at 36821 Sunset Drive**

VILLAGE OF SUMMIT

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

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

MEMORANDUM

To: Village Board

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: October 2, 2026

Re: Discussion and action on Authorization to make application to the Board of Commissioners of Public Lands, State of Wisconsin, for a Municipal General Obligation Loan in the amount not to exceed $375,000 with a 5-year term for the purpose of financing the 2026 capital improvements program.

BACKGROUND: The Village has historically used the BCPL to fund capital improvement budgets. The last borrowing was in 2025. Action is needed to finalize the process.

The Village borrowed $1,000,000 in 2025 and spent $855,126 which left a surplus of $144,874.

2026 Approved CIP Budget amount for borrowing: $647,500
2025 Surplus of borrowing for CIP Budget vs. spent: $145,000
Proposed amount for 2026 borrowing: $375,000

ATTACHMENTS: Copy of CIP budget tracking for 2026 and Year End Est.
Loan calculator & Application

FISCAL IMPACT: 6.5% interest on principal for 2 - 5 year terms.

POSSIBLE MOTION: **To approve Resolution No. 26-493 to authorize an application to the Board of Commissioners of Public Lands, State of Wisconsin, for a Municipal General Obligation Loan in the amount not to exceed $375,000 with a 5-year term for the purpose of financing the 2026 capital improvements program.**

Rev. 04/2012

STATE OF WISCONSIN

BOARD OF COMMISSIONERS OF PUBLIC LANDS

101 EAST WILSON STREET, 2ND FLOOR

POST OFFICE BOX 8943

MADISON, WISCONSIN 53708-8943

APPLICATION FOR STATE TRUST FUND LOAN

VILLAGE - 20 YEAR MAXIMUM

Chapter 24 Wisconsin Statutes

VILLAGE OF SUMMIT

Date sent: September 24, 2026

Received and filed in Madison, Wisconsin:

_____

ID # 05606335

TTN

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TO: BOARD OF COMMISSIONERS OF PUBLIC LANDS

We, the undersigned president and clerk of the Village of **Summit**, in the County(ies) of **Waukesha**, Wisconsin, in accordance with the provisions of Chapter 24 of the Wisconsin Statutes, do hereby make application for a loan of **Three Hundred Seventy Five Thousand And 00/100 Dollars ($375,000.00)** from the Trust Funds of the State of Wisconsin for the purpose of **financing 2026 capital improvement projects**.

The loan is to be continued for a term of **5** years from the 15th day of March preceding the date the loan is made. The loan is to be repaid in annual installments, as provided by law, with interest at the rate of **6.25** percent per annum.

We agree to the execution and signing of such certificates of indebtedness as the Board may prepare and submit, all in accordance with Chapter 24, Wisconsin Statutes.

The application is based upon compliance on the part of the Village with the provisions and regulations of the statutes above referred to, as set forth by the following statements which we do hereby certify to be correct and true.

The meeting of the village board of the Village of **Summit**, in the County(ies) of **Waukesha**, Wisconsin, which approved and authorized this application for a loan was a regularly called meeting held on the _____ day of _____, 2026.

At the aforesaid meeting a resolution was passed by a vote of not less than a majority of the members of the village board approving and authorizing an application to the Board of Commissioners of Public Lands, State of Wisconsin, for a loan of **Three Hundred Seventy Five Thousand And 00/100 Dollars ($375,000.00)** from the Trust Funds of the State of Wisconsin to the Village of **Summit**, in the County(ies) of **Waukesha**, Wisconsin, for the purpose of **financing 2026 capital improvement projects**. That at the same time and place, the village board of the Village of **Summit** by a majority vote of the members, adopted a resolution levying upon all the taxable property in the Village, a direct annual tax sufficient in amount to pay the annual installments of principal and interest, as they fall due, all in accordance with Article XI, Sec. 3 of the Constitution and Sec. 24.66(5), Wisconsin Statutes.

A copy of the aforesaid resolutions, certified to by the village clerk, as adopted at the meeting, and as recorded in the minutes of the meeting, accompanies this application.

A statement of the equalized valuation of all the taxable property within the Village of **Summit**, certified to by the president and clerk, accompanies this application.

Given under our hands in the Village of **Summit**, County(ies) of **Waukesha**, Wisconsin, this _____ day of _____, 2026.

_____

President, Village of **Summit**

_____

Clerk, Village of **Summit**

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RESOLUTION NO. 26-493

FORM OF RECORD

The following preamble and resolutions were presented by Trustee _____ and were read to the meeting.

By the provisions of Sec. 24.66 of the Wisconsin Statutes, all municipalities may borrow money for such purposes in the manner prescribed, and,

By the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands of Wisconsin is authorized to make loans from the State Trust Funds to municipalities for such purposes. (Municipality as defined by Sec. 24.60(2) of the Wisconsin Statutes means a town, village, city, county, public inland lake protection and rehabilitation district, town sanitary district created under Sec. 60.71 or 60.72, metropolitan sewerage district created under Sec. 200.05 or 200.23, joint sewerage system created under Sec. 281.43(4), school district or technical college district.)

THEREFORE, BE IT RESOLVED, that the Village of **Summit**, in the County(ies) of **Waukesha**, Wisconsin, borrow from the Trust Funds of the State of Wisconsin the sum of **Three Hundred Seventy Five Thousand And 00/100 Dollars ($375,000.00)** for the purpose of **financing 2026 capital improvement projects** and for no other purpose.

The loan is to be payable within **5** years from the 15th day of March preceding the date the loan is made. The loan will be repaid in annual installments with interest at the rate of **6.25** percent per annum from the date of making the loan to the 15th day of March next and thereafter annually as provided by law.

RESOLVED FURTHER, that there shall be raised and there is levied upon all taxable property, within the Village of **Summit**, in the County(ies) of **Waukesha**, Wisconsin, a direct annual tax for the purpose of paying interest and principal on the loan as they become due.

RESOLVED FURTHER, that no money obtained by the Village of **Summit** by such loan from the state be applied or paid out for any purpose except **financing 2026 capital improvement projects** without the consent of the Board of Commissioners of Public Lands.

RESOLVED FURTHER, that in case the Board of Commissioners of Public Lands of Wisconsin agrees to make the loan, that the president and clerk of the Village of **Summit**, in the County(ies) of **Waukesha**, Wisconsin, are authorized and empowered, in the name of the Village to execute and deliver to the Commission, certificates of indebtedness, in such form as required by the Commission, for any sum of money that may be loaned to the Village pursuant to this resolution. The president and clerk of the Village will perform all necessary actions to fully carry out the provisions of Chapter 24 Wisconsin Statutes, and these resolutions.

RESOLVED FURTHER, that this preamble and these resolutions and the aye and no vote by which they were adopted, be recorded, and that the clerk of this Village forward this certified record, along with the application for the loan, to the Board of Commissioners of Public Lands of Wisconsin.

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Trustee _____ moved adoption of the foregoing preamble and resolutions.

The question being upon the adoption of the foregoing preamble and resolutions, a vote was taken by ayes and noes, which resulted as follows:

1.	Trustee	Arenz	voted	
2.	Trustee	Henrickson	voted	
3.	Trustee	Mellone	voted	
4.	Trustee	Phillips	voted	
5.	President ~~Trustee~~	Riley	voted	
6.	Trustee		voted	
7.	Trustee		voted	
8.	Trustee		voted	
9.	Trustee		voted	
10.	Trustee		voted	

A majority of the members of the village board of the Village of **Summit**, in the County(ies) of **Waukesha**, State of Wisconsin, having voted in favor of the preamble and resolutions, they were declared adopted.

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STATE OF WISCONSIN

Village of **Summit**

County(ies) of **Waukesha**

I, Debra Michael, Clerk of the Village of **Summit**, County(ies) of **Waukesha**, State of Wisconsin, do hereby certify that the foregoing is a true copy of the record of the proceedings of the village board of the Village of **Summit** at a meeting held on the _____ day of _____, 2026 relating to a loan from the State Trust Funds. I further certify that I have compared the same with the original record thereof in my custody as clerk and that the same is a true copy thereof, and the whole of such original record.

I further certify that the village board of the Village of **Summit** is constituted by law to have _____ members, and that the original of said preamble and resolutions was adopted at the meeting of the village board by a vote of _____ ayes to _____ noes and that the vote was taken in the manner provided by law and that the proceedings are fully recorded in the records of the Village.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Village of **Summit** this _____ day of _____, 2026.

_____

Clerk (Signature)

Village of **Summit**

County(ies) of **Waukesha**

State of Wisconsin

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STATE OF WISCONSIN
VILLAGE OF **Summit**
COUNTY(IES) OF **Waukesha**
TO: THE BOARD OF COMMISSIONERS OF PUBLIC LANDS

I, Debra Michael, Clerk of the Village of **Summit**, County(ies) of **Waukesha**, State of Wisconsin, do hereby certify that it appears by the books, files and records in my office that the valuation of all taxable property in the Village of **Summit** is as follows:

EQUALIZED VALUATION FOR THE YEAR 20 26 * $ 2,239,145,100
* Latest year available

I further certify that the whole existing indebtedness of the Village of **Summit**, in the County(ies) of **Waukesha**, State of Wisconsin, is as follows: (list each item of indebtedness):

NAME OF CREDITOR	PRINCIPAL BALANCE (EXCLUDING INTEREST)
Chase - D.T.C.	$ 785,000.00
Chase - D.T.C.	$ 4,135,000.00
BCPL - STFL	$ 100,754.01
BCPL - STFL	$ 80,591.07
BCPL - STFL	$ 219,327.58
BCPL - STFL	$ 229,886.44
BCPL - STFL	$ 583,116.67
BCPL - STFL	$ 801,460.81
TOTAL INDEBTEDNESS:	$ 6,935,136.58

Clerk (Signature)

Debra J. Michael
Clerk (Print or type name)

Village of **Summit**

County(ies) of **Waukesha**

State of Wisconsin

_____, 20 26
Date

FOR OFFICE USE ONLY		
Confirmation of equalized value ☐		
5% debt limit = $		
Shared Revenue:	20____ =	$
	20____ =	$
Application approved by:		

THE TOTAL INDEBTEDNESS, INCLUDING THE TRUST FUND LOAN APPLIED FOR, MAY NOT EXCEED 5% OF THE VALUATION OF THE TAXABLE PROPERTY AS EQUALIZED FOR STATE PURPOSES. (Sec. 24.63(1), Wis. Stats., 1989-90)

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BOARD OF
COMMISSIONERS OF PUBLIC LANDS
1848

Managing Wisconsin's trust assets for public education

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*

September 24, 2026

Debra Michael
Village of Summit
37100 Delafield Rd
Summit, WI 53066

ID# 05606335

Dear Debra Michael:

Thank you for requesting a loan application from the BCPL State Trust Fund Loan Program. Your application is attached, along with associated forms and directions. Please look through these documents and call us with any questions.

Please check your application to confirm the correct amount, rate, term, and purpose of the loan. The application interest rate should correspond to the current interest rates for BCPL General Obligation Trust Fund loans:

General Obligation Loan Rates:

2 Years	6.25%
3 – 5 Years	6.25%
6 – 10 Years	6.50%
11 – 20 Years	7.00%

Your interest rate is now locked at the above level for 60 days. To maintain that interest rate lock and prevent the possibility of needing to re-start the loan process from the beginning, BCPL needs to receive a properly completed loan application within 60 days from the date of this letter.

Following approval of the Application and Borrowing Resolution by your Board, the application must be completed and returned to BCPL along with the meeting minutes and the Anticipated Schedule of Disbursements. To provide enough time for internal reviews, loan processing, and assembling of our Board agenda materials, completed documents must be received a minimum of eight (8) calendar days before the next BCPL board meeting. The BCPL Board meets the first and third Tuesdays of each month.

BCPL requests that all Borrowers provide digital photographs of the projects that we finance (if applicable). We use these photos for promotional materials regarding the BCPL State Trust Fund Loan Program. Please remember to email a few high-resolution digital photographs, and be sure to include photographer credit information. We thank you in advance.

If you have questions regarding any of the documentation required by BCPL, the application process or the status of your application, please call me at 608-266-0034 or email me at richard.sneider@wisconsin.gov.

Sincerely,

Thuy T. Nguyen
Office Manager

Enclosures: 1) Application Form – Village 20 Year Maximum
2) Checklist for Application Review
3) Anticipated Schedule of Disbursements

121.doc

State Trust Fund Loan Calculator Sample Data

5 years

Loan Amount: $375,000.00
Number of Years: 5
Interest Rate: 6.25%
Yearly Payment: $91,134.80
Final Payment: $91,134.81
Total All Payments: $455,674.02
Total Principal Paid: $375,000.00
Total Interest Paid: $80,674.02

Sample Amortization Table

Payment	Payment Date	Yearly Payment	Principal	Interest	Total Interest	Balance
1	3/15/2028	$91,134.80	$61,019.22	$30,115.58	$30,115.58	$313,980.78
2	3/15/2029	$91,134.80	$71,511.00	$19,623.80	$49,739.38	$242,469.78
3	3/15/2030	$91,134.80	$75,980.44	$15,154.36	$64,893.74	$166,489.33
4	3/15/2031	$91,134.80	$80,729.22	$10,405.58	$75,299.33	$85,760.11
5	3/15/2032	$91,134.81	$85,760.11	$5,374.69	$80,674.02	$0.00
Total:		$455,674.02	$375,000.00	$80,674.02		

Updated September 24, 2026

2026 CAPITAL IMPROVEMENT PLAN TRACKING					
	Budget 2026	Spent 2026			YE Est 2026
STORM SEWER SYSTEM IMPROVEMENTS					
Catch Basin Repairs (GO Bonds)	$120,000		GO Bonds	*Anticipating full expenditure in 2026. Will have contract numbers in early September.	20,000.00
TOTAL STORM SEWER SYSTEM IMPROVEMENTS	$120,000	$0.00			
PUBLIC BUILDINGS AND PARK FACILITIES					
Summit Village Park					
ADA Accessible Path (Circle Lot to Playground) & Playground Signage	$10,000	$836.36	GO Bonds	*Anticipating full expenditure in 2026.	10,000.00
Dumpster Enclosure	$40,000.00	$118.60	Unrestricted Cash	*Anticipating full expenditure in 2026, including donated funds from OABC.	40,000.00
Genesee Lake Road Bark River Canoe/Kayak Launch	$3,000		Donated Funds	*Not anticipating any work to be completed in 2026. Need to determine scope and work with DNR. No donations received for work.	-
Bike Path From Dousman Road to Village Park (Impact Fees)	$266,009		Impact Fees	*Not anticipating any impact fees for 2026. Construction to occur in 2027.	-
Bike Path From Dousman Road to Village Park (TAP Funding)	$493,551	$55,575.50	Grant Funds	*Anticipating an additional $20,000 in TAP funding for 2026.	48,000.00
Bike Path From Dousman Road to Village Park (Stewardship Grant) Incl. LAE	$122,142	$33,848.05	Grant Funds	*Anticipating an additional $5,000 in Stewardship grant funding for 2026.	32,000.00
Park Impact Fees Study	$20,000		GO Bonds	*Anticipating full expenditure in 2026.	20,000.00
TOTAL PUBLIC BUILDINGS AND PARKS	$954,702	$90,378.51			
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	*Anticipating full expenditure in 2026. City indicates invoice will be issued in fall.	5,000.00
Annual Pavement Preservation Treatment & Seal Coating Program	$90,000	$60.89	GO Bonds	*Anticipating full expenditure in 2026. Will have contract numbers in early September.	82,250.00
Crack Filling	$43,000	$59.30	GO Bonds	*Anticipating full expenditure in 2026. Will have contract numbers in early September.	27,720.00
TOTAL STREET AND HIGHWAY IMPROVEMENTS	$138,000	$120.19			
CAPITAL EQUIPMENT (General Government)					
Computer upgrades/Server/Software - Designated Fund	$6,400	$6,081.00	GO Bonds	*Anticipate Full expenditure in 2026, upgrades	6,400.00
Codifications	$7,000		Tax Levy	*Anticipate Full expenditure in 2026, upgrades	7,000.00
TOTAL CAPITAL (General Government)	$13,400	$6,081.00			
CAPITAL EQUIPMENT (Police)					
Vehicles	$81,100	$854,938.95	GO Bonds	**Approximately $2000 still needed. Printer and storage system for truck still coming.	74,000.00
Video system	$55,000	$43,781.50	GO Bonds	**Motorola bills have been paid in full and I verifed with them yesterday.	48,000.00
TOTAL CAPITAL EQUIPMENT (Police)	$136,100	$898,720.45		Still need around $2100 for video installs in 3 squads. The bills wil be coming from 10-33 Vehicle Services.	
				Approximatley $700 per squad x 3 = $2100 May be a little more? Waiting for installation dates	
CAPITAL EQUIPMENT (Highway)					
Ram Hoist Installation (2022 Freightliner)	$10,000		GO Bonds	Work completed in 2026.	10,000.00
Anti-icing unit for 1-Ton	$15,000	$11,579.06	GO Bonds	*No additional expenses anticipated.	11,600.00
Replace 22' flat-bed trailer w/ 22' tilt-deck trailer)	$10,000	$9,444.50	GO Bonds	*No additional expenses anticipated.	9,450.00
Replace JCB Backhoe Loader w/ Wheeled Loader & Attachments	$182,000	$181,752.75	GO Bonds	*No additional expenses anticipated.	181,800.00
TOTAL CAPITAL EQUIPMENT (Highway)	$217,000	$202,776.31			
	Budget	Spent			

CAPITAL (Cemetery)	2026	2026			
Pet Ossuary Landscaping & Signage	$5,000		Cemetery Fund	*Full expenditure anticipated for 2026.	5,000.00
Diseased/Damaged Tree Removals	$7,500	$6,945.00	Cemetery Fund	*No additional expenses anticipated.	6,945.00
Split Rail Fencing Replacement	$5,000		Cemetery Fund	*Cemetery Board to make determination on whether work is completed.	5,000.00
Cemetery Chapel rehabilitation	$30,000		Cemetery Fund	*No work anticipated in 2026.	-
TOTAL CAPITAL EQUIPMENT (Cemetery)	$47,500	$6,945			
	2026 Budget	**2026 Spent**			**2026 YE Est**
Annual Village Projects	$1,579,202	$1,198,076.46			$650,165.00
Annual Village Borrowing	$647,500	$1,108,534		2026 Borrowing up to $375,000 + carryover from 2025 Borrowing of $144,874 = $519,874	$506,220
				*Use $144,874 from 2025 & $360,346 for 2026	
Use of Unrestricted Cash	$40,000	$119			$40,000
Annual Tax Levy	$7,000	$0			$7,000
Annual Designated Fund Use	$0	$0			$0
Annual Impact Fee Fund Use	$266,009	$0		12/31/2025 Balance: $340,489	$0
Annual Donations/Grants	$618,693	$89,424			$80,000
Annual Cemetery Projects	$47,500	$6,945			$16,945
Total Capital Expenses	$1,626,702	$1,205,021			$650,165
	$0	$0			

	2027	2028	2029	2030	2031	Revenue source	Expense account	Updated 10/2/2026 Notes	Aug 18 Mtg Notes
STORM SEWER SYSTEM IMPROVEMENTS									
Catch Basin Repairs (GO Bonds)	$91,000	$0	$0	$0	$0	GO Bonds	57400-000	7 LCV catch basins will be completed by contractor in 2026; 2027 Contracted/In-House: Still Waters (21 repairs) and Lake Country Village (5 remaining repairs). Evaluation will be done & schedule developed.	
TOTAL STORM SEWER SYSTEM IMPROVEMENTS	$91,000	$0	$0	$0	$0				
DAM, PIERS, BRIDGES, WATERWAYS	**2027**	**2028**	**2029**	**2030**	**2031**				
TOTAL DAMS, PIERS, BRIDGES, WATERWAYS	$0	$0	$0	$0	$0			Waterville Dam will require an engineering analysis to determine improvements needed to make it withstand a 1,000-year flood without overtopping (NR333). These expenses are anticipated to be the responsibility of the Waterville Lake HOA, which is looking into creation of a lake management district. Genesee Lake Rd and Mill Rd bridge inspections due in 2028 (4-year cycle). At that time, will work with inspector to determine if there are any maintenance recommendations.	
PUBLIC BUILDINGS AND PARK FACILITIES	**2027**	**2028**	**2029**	**2030**	**2031**				
Village Hall / Police Department/ DPW									
Village facilities maintenance (painting, deep cleaning, etc.)	$0	$0	$0	$0	$0	Levy	51600-240	Acoustical panels for Community Room 10/2/25 Trustee Lee requested removal.	Staff to investigate
Sewer service connection (City of Oconomowoc utility)	$0	$0	$0	$0	$0			Discussed w/VB. Leave as place holder. What are req of City?	
Sealcoat & Restripe Pavement at Village Hall (every 7 - 10 years)	$0	$0	$0	$15,000	$0	Levy	51600-240	Includes all parking areas and access roads - last completed in 2023. Potential move to 2028 (Presidential Election)	
Peter Prime Park									
Playground equipment upgrade/maintenance (20 yr schedule)	$65,000	$0	$0	$0	$0	Impact Fees	57400-000	Included in 2027 for impact fees that are not used by the N Dousman Rd Trail project (will know more when bid results come in late September 2026). In the event that excess impact fee funds are not available, another funding source will need to be identified and/or the project deferred. Includes installation costs. Determine condition of existing and salvage equipment in good condition. Utilize funds to replace deteriorating/unsafe equipment and to expand equipment.	Arenz: what is the deficiency rating? Nash: can bring existing equipment up to code but add on other age group equipment. Arenz: would like that & expansion
Crack Seal & Seal Coat Parking Area/Basketball Court	$0	$0	$5,000	$0	$0	Levy	55200-390	May be added to operating budget, pending actual costs. Moved from 2028 to 2029 to even out budget annual expenditures.	
ADA Accessible Paths & Playground Signage	$0	$7,500	$0	$0	$0	Impact Fees	57400-000	Repair/resurface existing paths and potentially pave path extension (dependent upon final playground configuration). Changed to utilize Impact Fees instead of borrowing due to N Dousman Rd Trail bids coming in lower than anticipated.	Riley: possible impact fee use?
Summit Village Park									
Trash Receptacles (Plastic 32-Gallon)	$5,500	$0	$0	$0	$0	Levy	55200-390	Install heavy-duty trash receptacles with domes to replace metal drums. May potentially get donations to assist with purchase.	
Pickleball Courts (4 courts estimated)	$0	$115,000	$0	$0	$0	Impact Fees	57400-000	Unused funds from 2026 - transferred to 2027. Total of $400,000 for up to 10 courts at Genesee Lake Road Park. Lake Country Pickleball Club willing to pay 50% (possibly more with fundraising). Email sent to LCPC on 8/11 to determine if cost-sharing is still available in addition to or in lieu of funding allocated by the Village. Response from Club: lower desire for fundraising & looking for indoor areas now. Changed amount of Impact Fees from $50,000 to $115,000. Additional Impact Fees are available due to lower than anticipated Bid results for N Dousman Rd Multi-Use Trail project.	Arenz, Riley: push out to 2028, Henrickson: what is interest, Mellone: do we need 4 what about 2. Nash: Need to understand Maintenance piece
Pickleball Courts (4 courts estimated)	$0	$85,000	$0	$0	$0	G.O.Bonds	57400-000		
Sealcoat/Restripe parking lot (7 - 10 yrs)	$0	$0	$0	$0	$0	G.O.Bonds	57400-000	Completed in 2024. Projected 2033	

	2027	2028	2029	2030	2031	Revenue source	Expense account	Updated 10/2/2026 Notes	Aug 18 Mtg Notes
Park Gazebo	$0	$0	$0	$0	$50,000	Donated Funds	57400-000	Placeholder - no donation commitments at this time. Aurora has changed policy on donations and is unable to assist.	Approach Aurora about donations
Second shelter / rest room facility	$0	$0	$0	$0	$500,000	Donated Funds	57400-000	Placeholder - no donation commitments at this time. Aurora has changed policy on donations and is unable to assist.	Approach Aurora about donations
William Jones Park	$0	$0	$0	$0	$0			No facilities present or planned.	
Atkins-Olson Park								Maintenance responsibility will remain with Village when lands transfer to Dousman in 2028, per Agreement.	
Crack Seal, Seal Coat, Restripe Parking Lot	$0	$0	$5,000	$0	$0	Levy	55200-390	May be added to operating budget, pending actual costs. Moved from 2027 to 2029 to even out annual expenditures.	
Genesee Lake Road Bark River Canoe/Kayak Launch	$0	$5,000	$0	$0	$0	Donated Funds	57400-000	Tentative costs for concrete launch pad and access/parking improvements along roadway. Partial cost may be provided by donors (Mike Carr). Staff reached out to DNR to determine permitting requirements. Due to access point located on private property, easement or access agreement may be required unless additional land is dedicated to the Village. This area is shown in the CORP as access to the river. VB direction to determine if property owner is willing to provide easement and costs to improve shoulder parking area.	Arenz: start the process, parking area safety concern, would likely have to improve the area. Nash: questioned the DNR if there would have to be accessability, it appears that the point that is used right now for access is partly on private property, also need to reach out to property owner about easement if it would remain in the same spot.
Bike Path From Dousman Road to Village Park (Impact Fees)	$150,000	$0	$0	$0	$0	Impact Fees	57400-000	Construction delayed to 2027 (no impact fees utilized in 2026). Construction estimate based on bid results received 10/2. Reduced Impact Fees from $225,000 to $150,000 (includes contingency).	
Bike Path From Dousman Road to Village Park (TAP Funding)	$452,063	$0	$0	$0	$0	Grant Funds	57400-000	TAP funds are reimbursed after Village has paid invoices. Updated based on funding left as of 10/2.	
Bike Path From Dousman Road to Village Park (Stewardship Grant)	$96,587	$0	$0	$0	$0	Grant Funds	57400-000	Project advance of $74,719.50 (1/2 of grant) received in late July 2024. Updated based on funding left as of 10/2.	
Park Impact Fees Study	$5,000	$0	$0	$0	$0	Unrestricted Cash	57400-000	Project anticipated to be completed in 2027. Borrowed funds approved and received in 2026.	
STH 67 Multi-Use Trail (Aurora Dr to Normandale Dr)	$ 30,000	$0	$ 297,000	$0	$0	G.O.Bonds	57400-000	Staff submitted a grant application for Recreational Trail Program funding in March 2026, which would help offset a portion of the cost. No response has been received from the DNR on awarded projects. Depending on impact fees fund balance, there is potential to utilize for project. Project design fee charge back ($26,500) will occur in early 2029 after project let, and real estate ($30,000) anticipated in 2027, with construction in 2029 ($268,500). Billing may occur up to 2 years after construction.	
TOTAL PUBLIC BUILDINGS AND PARKS	$804,150	$212,500	$307,000	$15,000	$550,000				

	2027	2028	2029	2030	2031	Revenue source	Expense account	Updated 10/2/2026 Notes	Aug 18 Mtg Notes
STREET AND HIGHWAY IMPROVEMENTS								***Paving Program Goals: approx. 2 miles/year (30-year cycle); roads with lowest PASER ratings prioritized (1-4 out of 10 rating)***	Nash: 110 miles of lane miles total (55 miles of roads)
Annual Street Paving Program									
Lower Lake Road (N Dousman Rd to terminus) - 2027	$140,000	$0	$0	$0	$0	G.O.Bonds	57400-000		
Hill Court (Williams St to termini) - 2027	$42,000	$0	$0	$0	$0	GO Bonds	57400-000		Arenz: this was a cow path that we put pavement on top of. There is no real road base. Robbie (SEH): this would be a total reconstruct, 10" gravel, 4" asphalt & recommends having a survey done. Nash: there is a garage in the right-of-way. Arenz: there are also drainage issues. Nash: property owners are requesting an actual road. Riley: who uses the road? It is gravel, seems like you can get rid of Williams. Nash: make it as wide as they can approx. 18', won't meet Village road standards, would like to have determination of garage before paving is done. Riley: leave the road as is, how big of a problem is it for plowing? Mellone: should be paved. Henrickson: can we communicate the garage is the hold up to the property owners? Nash: area where garage is could be used for snow storage when plowing. Mellone: could we vacate the road?
Williams Street (Lower Lake Rd to Hill Ct) - 2027	$49,000	$0	$0	$0	$0	G.O.Bonds	57400-000	Plow tore up pavement on Lower Lake Road & Hill Court2027 Roads: 2.30 miles (N Dousman Rd is shared project with C Oconomowoc) Staff directed to determine if residents support vacation of roadway. This will likely not be accomplished in 2026. Recommend determining if roads should be left in program for 2027 or removed/deferred, assuming vacation is not completed.	
Sunset Drive (S Waterville Lake Rd to terminus) - 2027	$167,000	$0	$0	$0	$0	G.O.Bonds	57400-000		
N Dousman Road (1,600' S of CTH DR to CTH B/Valley Dr) - 2027	$275,000	$0	$0	$0	$0	G.O.Bonds	57400-000		Arenz: will we address base repair & drainage? Nash: replacing culverts, shouldering & base repairs will be done. We will pay for our side & City for their side. Arenz: shouldering is gone has there been any discussion about compensatory storage or adding the shoulder back? Nash: City didn't want to get DNR permit, but shoulders will be restored in kind. Arenz: if we go beyond the scope & replace in kind, we'd have to get permits from DNR. There is a large amount of water on the City side, can anything be done about that? Nash: hard to pinpoint where that is coming from, stormwater basins are operating as they should.
Genesee Lake Road (N Dousman Rd to CTH BB/N Golden Lake Rd) - 2028	$0	$550,000	$0	$0	$0	G.O.Bonds	57400-000	2028 Roads: 1.95 miles LRIP funds ($34,887.63, reimbursed in 2029)	
S Regency Circle (Oakshire Dr to terminus) - 2029	$0	$0	$30,000	$0	$0	G.O.Bonds	57400-000		
S Oakshire Drive (CTH P/Sawyer Rd to Opengate Ct) - 2029	$0	$0	$252,000	$0	$0	G.O.Bonds	57400-000		
Old Woods Road (Oakshire Dr to terminus) - 2029	$0	$0	$73,000	$0	$0	G.O.Bonds	57400-000	2029 Roads: 1.82 miles	
S Squire Court (Oakshire Dr to terminus) - 2029	$0	$0	$22,000	$0	$0	G.O.Bonds	57400-000		
Wayfare Trail (USH 18 to S Oakshire Dr) - 2029	$0	$0	$401,000	$0	$0	G.O.Bonds	57400-000		
N Breens Bay Road (Breens Rd to terminus) - 2030	$0	$0	$0	$290,000	$0	G.O.Bonds	57400-000		
N Silver Cedar Rd (CTH B to south terminus) - 2030	$0	$0	$0	$90,000	$0	G.O.Bonds	57400-000		
Venice Park Road (Mill Rd to terminus) - 2030	$0	$0	$0	$70,000	$0	G.O.Bonds	57400-000	2030 Roads: 2.02 miles Potential reconfiguration of N Breens Bay Rd intersection with Breens Rd and N Waterville Rd	
Park Drive (Venice Park Rd to terminus) - 2030	$0	$0	$0	$9,000	$0	G.O.Bonds	57400-000		
S Golden Lake Lane (USH 18 to terminus) - 2030	$0	$0	$0	$148,000	$0	G.O.Bonds	57400-000		
Griffith Road (Genesee Lake Rd to STH 67) - 2030	$0	$0	$0	$189,000	$0	G.O.Bonds	57400-000		
N Golden Cedar Lane (Cedar Ln to terminus) - 2031	$0	$0	$0	$0	$237,000	G.O.Bonds	57400-000		
Cedar Lane (CTH P/N Sawyer Rd to terminus) - 2031	$0	$0	$0	$0	$151,000	G.O.Bonds	57400-000		
Atkins Knoll Road (Forest Dr to terminus) - 2031	$0	$0	$0	$0	$67,000	G.O.Bonds	57400-000	2031 Roads: 2.47 miles	
Forest Drive (N Dousman Rd to Atkins Knoll Rd) - 2031	$0	$0	$0	$0	$289,000	G.O.Bonds	57400-000		
N Indian Mound Road (Forest Dr to terminus) - 2031	$0	$0	$0	$0	$103,000	G.O.Bonds	57400-000		
Annual Street Paving Program Subtotal	$673,000	$550,000	$778,000	$796,000	$847,000				

	2027	2028	2029	2030	2031	Revenue source	Expense account	Updated 10/2/2026 Notes	Aug 18 Mtg Notes
Annual Pavement Preservation Treatment & Seal Coating	$0	$82,000	$0	$80,000	$0	G.O.Bonds	57400-000	Initial higher investment in new roads with asphalt rejuvenator treatment 2024 - 2025. Approx. 4 miles of resurfaced roads biennially thereafter.	Arenz: requested tracking data from DPW to see if rejuvenator is beneficial treatment
Crack Filling	$0	$45,000	$0	$45,000	$0	GO Bonds	57400-000	Beginning in 2026, will check condition of newer roads treated with Reclamite to determine need for crack sealing.	
Pavement Marking	$0	$7,500	$0	$1,000	$0	Tax Levy	53300-370	**2026**: $3,000 - N & S Dousman Rd, N Battle Creek Rd, Pabst Rd, Nashotah Rd; **2028:** $7,500 - Stonehedge Trl, Silver Maple Ln, Aurora Dr; **2030:** $1,500 - S Waterville Rd, Lake Country Village crosswalks (at intersections only); Lake Country Trail crossing (Lake Country Blvd) *Need to evaluate on annual basis after latex paint is applied to determine frequency for reapplication. 2 year cycle	
TOTAL STREET AND HIGHWAY IMPROVEMENTS	$673,000	$684,500	$778,000	$922,000	$847,000				

	2027	2028	2029	2030	2031	Revenue source	Expense account	Updated 10/2/2026 Notes	Aug 18 Mtg Notes
CAPITAL EQUIPMENT (General Government)									
New Voting Equipment	$0	$0	$20,000	$0		Tax Levy	57400-000	County has $ in 2029 budget for upgraded machines per County Clerk	
Computer upgrades/Server/Software - Designated Fund	$6,500	$30,000	$6,500	$6,600		Tax Levy for Maint/GO Bonds	57400-000	Computers updated 2024 - annual cost	
Codifications	$7,000	$7,000	$7,000	$7,000	$7,000	Tax Levy	51600-321	Annual cost to add Ordinances to the Code	
Broadcasting of meetings								Brought up by Trustee Mellone	Mellone: transparency for public meetings, can broadcast to YouTube, Henrickson: for it depending on cost. Mellone: no excuse to not do it with technology today. Riley: get cost for audio & visual. Arenz: public records issues - ask Attorney. Phillips: filming would have to be discussed and who would manage that?
Electronic Packets including devices for VB & PC	$0	$0	$0	$0		Tax Levy		Status Quo per discussion 8/21/2023	Riley: when looked at this in the past there were printing savings but ROI was many years if you include hardware/software
Electronic records transfer	$0	$0	$0	$0		Tax Levy		Status Quo per discussion 8/21/2023	
Electronic licensing program	$0	$0	$0	$0		Tax Levy	51600-320	Purchased in 2025 $5000 subscription, $300 support- should this be operating expense?	
TOTAL CAPITAL (General Government)	$13,500	$37,000	$33,500	$13,600	$7,000				
CAPITAL EQUIPMENT (Police)	**2027**	**2028**	**2029**	**2030**	**2031**				
Police Patrol Boat/Trailer/Motor (new in 2023)	$0	$0	$45,000	$0		GO Bond	57400-000	DNR reimbursement program	Chief: 6 year cycle
Vehicles	$73,500	$74,000	$74,000	$74,000	$74,000	GO Bond	57400-000	Ford Police Utility Vehicle	Chief: Explorer for 2027
Video system	$0	$0	$0	$0	$0	GO Bond	57400-000	Updated in 2026	
Equipment - firearms	$0	$0	$0	$0	$0	Tax Levy	52100-312	Updated in 2025. 7 - 10 years	
Equipment - Radios (PD & DPW)	$60,000	$0	$0	$0	$0	GO Bond	57400-000	Handhelds & patrol vehicle units	Chief: county dispatch needs to add more channels & current radios may not work. 2027 discount of 50%
Equipment - Body Cameras	$23,000	$0	$0	$0	$0	GO Bond	57400-000	6 Motorola V700 integrated body Cameras and accessories. Potential Grant $12,000. Updated: Purchase price reduced from $30,000 to $23,000 because paying $7,000 in 2026.	Chief: in the past he believes that price and the redaction efforts were reasons why we didn't have and previous Chief didn't think we needed them. Feels like these are almost becoming mandatory for departments. We are one of the few departments in Waukesha County that don't have them. His opinion is that they are great and some officers want them & like wearing them. Direction given to move forward with purchase & see if there is room in the budget to get them in 2026.
TOTAL CAPITAL EQUIPMENT (Police)	$156,500	$74,000	$119,000	$74,000	$74,000				
CAPITAL EQUIPMENT (Highway)	**2027**	**2028**	**2029**	**2030**	**2031**				
Replace 2009 Patrol Truck (2028) - Levy	$55,000	$55,000	$0	$0	$0	Levy	57325-000	$275,000 budget total for purchase in 2028, 5 years. May need to solicit bids for chassis/winter package as early as 2026.	Dependent on levy limits
Replace 2029 Patrol Truck (2028) - GO Bonds	$0	$55,000	$0	$0	$0	GO Bonds	57400-000	$55,000 was not levied in 2026, as originally scheduled. Up to $55,000 will need to be borrowed in 2028 when equipment is purchased, unless additional funding source identified.	
Replace 2014 Patroll Truck (2033)	$0	$0	$60,000	$60,000	$60,000	Levy	57325-000	$300,000 budget total for purchase in 2033, 5 years.	
Scale (Wheeled Loader)	$7,500	$0	$0	$0	$0	GO Bonds	57400-000	Scale for salt and material weight in wheeled loader. Per Trustee Arenz in Feb 2026, price out for 2027.	
10' Hydraulic Plow (Wheeled Loader)	$0	$0	$0	$20,000	$0	GO Bonds	57400-000	Plow for loader for snow removal. Plow is 10' with hydraulic wings that allow for extension of up to 20'. Potential to use loader on a designated route, eliminating need for 4th patrol truck (spare). Placeholder - waiting on quote from vendor.	Reduce to $20,000 in 2030

	2027	2028	2029	2030	2031	Revenue source	Expense account	Updated 10/2/2026 Notes	Aug 18 Mtg Notes
Grader Blade (Skidloader Attachment)	$5,000	$0	$0	$0	$0	GO Bonds	57400-000	Shouldering activities. May auction off JCB at approximately $12,000 revenue to offset cost. Split Grader Blade and Stump Grinder into separate items on CIP with individual costs.	Mellone: for stump grinder. Arenz: we have all this equipment but then 5-10 years out we have maintenance responsibilities, no problem with grader blade. Mellone: seems like micro-managing, need stump grinder. Phillips: ok with grader blade & stump grinder. Henrickson: do we do more than 6 days of stump grinding? Arenz: bring back a rental schedule for stump grinder with costs.
Stump Grinder (Skidloader Attachment)	$6,000	$0	$0	$0	$0	GO Bonds	57400-000	Forestry activities. May auction off JCB at approximately $12,000 revenue to offset cost. Split Grader Blade and Stump Grinder into separate items on CIP with individual costs. Rental rates (LF George): RG 55 unit - $500/day, $1,700/week, $3,800/month.	
Concrete Saw (Walk-Behind)	$0	$0	$0	$0	$0	GO Bonds	57400-000	Pavement patching, storm repairs, curb repairs. Removed from CIP at VB direction. Prefer to rent or borrow unit due to long-term maintenance costs and up-front cost.	Arenz: this is a unique item, they are maintenance hogs & we will be updating it in 10 years. Remove $10,000 from 2027
3-Ton Roller	$0	$0	$60,000	$0	$0	GO Bonds	57400-000	Asphalt pavement repairs and shouldering. Moved from 2027 to 2029. Currently, staff is borrowing the City of Delafield's roller with the understanding that they can borrow our milling attachment in the future. Keeping roller unit in budget in event that this arrangement does not work out.	
Hydraulic Press & Fittings (Hydraulic Fittings)	$0	$6,000	$0	$0	$0	GO Bonds	57400-000	Equipment to make hydraulic hoses in house to ensure trucks are not down. We are currently unable to make our own, and we have to travel to get parts during normal working hours. Trustee Arenz does not believe we would have the appropriate fittings for every application and that buying rather than doing in-house is preferred. Will reevaluate with new DPW Crew Leader to determine future interest.	Arenz: doesn't see us getting the benefit from build vs. buy. TBD.
TOTAL CAPITAL EQUIPMENT (Highway)	$73,500	$116,000	$120,000	$80,000	$60,000				
CAPITAL (Recreation/Parks)	**2027**	**2028**	**2029**	**2030**	**2031**				
Toro Groundmaster 4010 (Replace Massey Tractor & Land Pride 16' Mower)	$125,000	$0	$0	$0	$0	GO Bonds	57400-000	Eliminate new 60" mower deck from CIP in 2026 (Cemetery/Park - $26,000 savings); replace with Toro Groundsmaster 4010 with wings (11' width). In future, could add snow blower and broom attachment for snow removal. $135,000 reduced to $125,000 based on updated quote.	Nash: took delivery already per Board direction but don't have to pay until 2027
Toro Groundmaster 4010 Broom Attachment	$7,500	$0	$0	$0	$0	GO Bonds	57400-000	Broom attachment for snow removal and cleaning of trails, sidewalks, etc.	Nash: needed for snow removal, clearing trails & sidewalks. STH 67 & Dousman Road is required because federal funds used to build. Mellone: do we have to clear within so many hours? Nash: not necessarily, wouldn't have a lot of overtime
Toro Groundsmaster 4010 Snowblower Attachment	$0	$0	$8,000	$0	$0	GO Bonds	57400-000	Snowblower attachment for snow removal. Tentatively included in budget for snow clearing of trails. Staff is concerned that plowing trails will damage turf, and there are areas where drifting may be an issue. Cost of snow blower attachment for Toro updated to $8,000 (previously $16,500 for larger unit). Staff directed to get quote for blower attachment for skid loader ($11,900) as alternate option.	Arenz: suggested investigation of an attachment for the skidsteer to compare the costs
Mower (60" Zero-Turn) Replacement	$0	$0	$0	$0	$30,000	GO Bonds	57400-000	Replacement for parks Scag 60" zero-turn mower.	
TOTAL CAPITAL EQUIPMENT (Recreation/Parks)	$132,500	$0	$8,000	$0	$30,000				

	2027	2028	2029	2030	2031	Revenue source	Expense account	Updated 10/2/2026 Notes	Aug 18 Mtg Notes
CAPITAL (Cemetery)									
Columbarium (future niches)	$260,000	$0	$0	$0	$0	Cemetery Fund	200-00-59200	1 72-niche columbarium, 2 40-niche columbaria: estimate at $200,000 + cost of concrete foundation ($60,000)	
Mower (60" Zero-Turn) Replacement	$0	$0	$0	$0	$30,000	Cemetery Fund	200-00-59200	Replacement for cemetery Scag 60" zero-turn mower.	
Pet Ossuary Landscaping & Signage	$0	$0	$0	$12,000	$0	Cemetery Fund	200-00-59200	$5,000 included in 2026 for pet ossuary sign and other improvements. Placeholder in 2030 for paver walkway (4' x 60').	
Diseased/Damaged Tree Removals	$3,000	$0	$0	$0	$0	Cemetery Fund	200-00-59200	Annual pruning and tree removal work.	
Split Rail Fencing Replacement	$5,000	$0	$0	$0	$0	Cemetery Fund	200-00-59200	Total replacement cost at approximately $10,000 in materials. If wish to complete all at once, keep in CIP. If in phases, operating budget. Per VB direction, quote received by contractor for replacement of 1,200 LF of split-rail fencing for total cost of $30,000. Project on hold - need direction from Cemetery Board. Will discuss further at 10/9 meeting.	
Water System Repair & Extension	$35,000	$0	$0	$0	$0	Cemetery Fund	200-00-59200	Scheduled for 2027 - 3 written quotes required.	
Cemetery Roads Maintenance	$0	$0	$0	$0	$0	Cemetery Fund	200-00-59200	Roads in relatively good condition for light use. Proposed to remove funding from the 5-year plan, but keep as a line item for future consideration	
Cemetery Chapel rehabilitation	$30,000	$0	$0	$0	$0	Cemetery Fund	200-00-59200	Moved to 2026 from 2027.	
TOTAL CAPITAL EQUIPMENT (Cemetery)	$333,000	$0	$0	$12,000	$30,000				

	2027	2028	2029	2030	2031	Revenue source	Expense account	Updated 10/2/2026 Notes	Aug 18 Mtg Notes
						Total 5 Year CIP			
Annual Village Projects	$1,944,150	$1,124,000	$1,365,500	$1,104,600	$1,568,000	$7,106,250			
Annual Village Borrowing	$1,108,000	$927,000	$1,268,500	$1,021,600	$951,000	$5,276,100			
Use of Unrestricted Cash	$5,000	$0	$0	$0	$0	$5,000			
Annual Tax Levy	$67,500	$69,500	$97,000	$83,000	$67,000	$384,000			
Annual Designated Fund Use	$0	$0	$0	$0	$0	$0			
Annual Impact Fee Fund Use	$215,000	$122,500	$0	$0	$0	$337,500	12/31/2025 Park Impact Fee Balance = $340,489 (pg 44 Audit). $0 in 2026		
Annual Donations/Grants	$548,650	$5,000	$0	$0	$550,000	$1,103,650			
Annual Cemetery Projects	$333,000	$0	$0	$12,000	$30,000	$375,000			
Total Capital Expenses	$2,277,150	$1,124,000	$1,365,500	$1,116,600	$1,598,000	$7,481,250			
	$0	$0	$0	$0	$0	$0			