



REVISED AGENDA
Village of Chenequa
Monday, October 13, 2025
31275 W County Road K, Chenequa, WI 53029

This is official notice that the regular monthly meeting of the Village Board of Trustees for the Village of Chenequa will be held immediately following the Plan Commission meeting, on Monday, October 13, 2025, in the Village Board Room and via Zoom Communications. The following matters will be discussed, with possible actions:

Call to Order

Pledge of Allegiance

1. Public comment period: *Public comments on any subject without any action, except possible referral to a governmental body or staff member.*
2. Appointment of Interim Clerk-Treasurer, Pamela Ann Little pursuant to Wisconsin Statutes s. 61.195, 61.197 and 66.01 and Village Charter Ordinance No. 1.
3. Approval of minutes from the Village Board meeting on September 8, 2025.
4. Approval of Invoices.
5. Review and consider action on proposal to modify and relocate an existing garden shed and review and consider action on proposed landscape plan at 5425 N State Road 83, submitted by Robert and Nina Fiedler. (Tax Key No. CHQV 0418990)
6. Review and consider action on proposal to raze existing primary dwelling and proposal to construct new primary dwelling and landscape plan at 31795 W Muscovy Road submitted by 31795 Muscovy LLC. (Tax Key No. CHQV 039899003)
7. Review and consider action on Ordinance No. 2025-10-13-01, An Ordinance amending and restating 8.27 Fireworks Regulations.
8. Review and consider the acceptance of Tom Marshall's resignation from the Fire and Rescue Commission and appointment of J.P. Mesching to the Fire and Rescue Commission, term ending April 2026.
9. Review and consider action on Intergovernmental Agreement with Waukesha County Regarding Municipal Recycling Dividend Program.
10. Review and consider action on Resolution No. 2025-10-13-01, Authorizing the Execution of Memorandum of Understanding - Lake Country Fire and Rescue Budget Funding & Staffing Commitment.
11. Review and consider 2026 preliminary budgets for the Village of Chenequa.
12. The Chenequa Village Board may enter into closed session pursuant to Wisconsin State Statute §19.85(1)(e) for the purpose of *discussing employment matters as it relates to a*

specific employee. Participating in the closed session will be the Village Board, Village Administrator, Interim Village Clerk-Treasurer and Village Attorney.

13. The Chenequa Village Board may enter into closed session pursuant to Wisconsin State Statute §19.85(1)(c) for the purpose of *discussing wage and benefit matters as it relates to the 2026 Budget*. Participating in the closed session will be the Village Board, Village Administrator, Village Clerk-Treasurer and Village Attorney.
14. Reconvene into open session and consider any action resulting from closed session on wage and benefit matters as it relates to the 2026 Budget.
15. Establish a public hearing date and time for consideration and adoption of the 2026 Village of Chenequa budget (Monday, November 10, 2025).
16. Establish Village of Chenequa Trick or Treat hours, Friday, October 31st from 4-7 p.m.
17. Report – Forester.
 - Oak Wilt
18. Report – Captain.
19. Report – Village Administrator.
20. Report – Village President.
21. Report – Village Attorney.
22. Report – Clerk – Treasurer.
23. Agenda items to be considered for future meetings.
24. Adjournment.

Respectfully submitted by:
Deanna Braunschweig
Village Clerk – Treasurer

To participate via Zoom:

<https://us02web.zoom.us/j/81901818666?pwd=a7EOgCrXbAU89YHh2QQrAM9INyRBkh.1>

Meeting ID is 819 0181 8666 and the Passcode is 241921

Or Dial: 301 715 8592 US

Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to the Village Administrator with as much advance notice as possible. It is possible that members of and possibly a quorum of members of the Village Board or 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 governing body noticed above.

NOTICE OF POSTING TO VILLAGE HALL BULLETIN & WEBSITE

Village Clerk posted this agenda on Thursday, October 9, 2025 by 4:30 PM

Phone 262-367-2239 • www.chenequa.org

VILLAGE BOARD MINUTES
VILLAGE OF CHENEQUA

VILLAGE OF CHENEQUA - VILLAGE BOARD MINUTES
OF MONDAY, September 8, 2025
Unofficial until approved by the Village Board.
Approved as written () or with corrections () on _____.

A meeting of the Village Board of Trustees was held on Monday, September 8, 2025, at 7:02 p.m. utilizing Zoom Communications and in person.

Ms. Villavicencio / Village President – present
Ms. Manegold / Trustee – present
Mr. Pranke / Trustee – present
Ms. Gehl Neumann / Trustee – present
Mr. Grunke / Trustee – present
Ms. Luther / Trustee – present
Mr. Kubick / Trustee – present
Mr. Kesner/ Village Attorney Representative – present
Mr. Gartner/ Village Attorney Representative – present
Mr. Lincoln / Zoning Administrator-Forester - present
Mr. Carney / Administrator-Police Chief – present
Mr. Anderson / Police Captain – present
Ms. Braunschweig / Village Clerk – present

Call to Order

Pledge of Allegiance

Public in Attendance

Debbie Wheeler, Mark Petri, Julie Petri, Scott Harkness, Dick Seaman, Robert Foote, Richard Grunke, Kim Schubert, Tom Schubert, Tarry Barton, Leslie Barkow, Tim Fredman, Sue Touchett, Paul Villavicencio, Jamie Mallinger, Ted Rolfs, Rob Manegold, Bruce Gallagher, Gary Zaiser, Bob Fiedler, Nina Fiedler, Guy Krane, Gordon Gunnlaugsson, Kristin Carroll, Tyler Flood, Scott Stanwick, Deborah Manjoney, Terry Barton

Public Comment

President Villavicencio read a prepared statement allowing for public comments of two minutes or less.

Debbie Wheeler requested a survey of invasive species. Stary Stone Wart was found in Pine Lake. She commented on boat cleaning and questioned if the Village should Village that it was found. She commented on possible grants. She commented on friends of Beaver Lake. North Lake has North Lake Management. She commented on the reporting of chloride levels.

Terry Barton commented on tree safety and liability. She commented permits are not a gray area.

Kim Schubert read the email with concerns to the proposed tree ordinance and commented the ordinance is overly restrictive. She commented to reject the ordinance.

Ted Rolfs commented on government overreach. He commented on the fireworks ordinance and the insurance requirement. Ted commented on paying attention to the quality of the lake. The lake is a class three lake. Look at the land, water quality and protect the scenic beauty. He commented on education, studies and surveys.

Gordon Gunnlaugsson commented to put the tree ordinance to bed and move on.

Kristin Carroll commented on guidelines for evaluating and the tree ordinances from 2001. She commented on community support. She read a portion of the guidelines, California Oak Trees.

Matt Carroll commented against the tree proposed ordinance.

Mark Petri commented against the tree ordinance. The proposed ordinance is unnecessary. It is counterproductive and will cause people to not plant trees. The ordinance could divert the foresters. He commented on the language of the proposed ordinance.

Nina Fiedler commented she is opposed to the proposed ordinance and infringement to property rights.

Paul Villavicencio commented on regulation. He commented there is a reason to regulate fireworks. In 2024 there were 11 deaths and many injuries from fireworks. Paul commented a majority of the residents are against the tree ordinance. He commented on clear cutting. Paul commented to listen to the Plan Commission, staff and residents. And move on as it is causing stress in the Village.

Approval of minutes from the Village Board meeting on August 11, 2025.

Motion (Kubick/Manegold) to approve the minutes from the Village Board meeting of August 11, 2025, as presented.

Kubick motioned to add a statement that there was a disagreement about the meeting and balance of for and against for the proposed tree ordinances. Appears to not show the disagreement. Motion carried.

Approval of Invoices.

Motion (Kubick/Manegold) to approve the invoices, as presented. Motion carried.

Review and consider action on a proposed landscape plan at 6070 N State Road 83 submitted by Ryan and Kristin Schultz. (Tax Key No. CHQV 0397993)

The Plan Commission reviewed and recommended approval of the proposed landscape plan at 6070 N State Road 83 submitted by Ryan and Kristin Schultz. (Tax Key No. CHQV 0397993)

Motion (Gehl Neumann/Luther) to approve proposed landscape plan at 6070 N State Road 83 submitted by Ryan and Kristin Schultz. (Tax Key No. CHQV 0397993). Motion carried.

Review and consider action on Resolution 2025-09-08-01 Amendment to Personnel Policies and Procedures Manual, Section 6. Funeral Leave.

Motion (Luther/Grunke) to approve Resolution 2025-09-08-01 Amendment to Personnel Policies and Procedures Manual, Section 6. Funeral Leave. Motion carried.

Review and consider action on Ordinance No. 2025-09-08-01, An Ordinance amending and restating Village code section 8.24 care of tree, shrubbery, plant, or ground cover.

Plan Commission recommended not to approve the proposed tree ordinance.

Discussion ensued of education during the planning of a building project. Discussion ensued to meet with the architects on sites with education.

Discussion ensued of the drafted proposed ordinance and to provide information to the residents. He is sympathetic to the legislative overreach and how to modify the ordinance to satisfy the residents.

Discussion ensued to tweak items of the proposed draft tree ordinance. Discussion ensued that the ordinance is not highly restrictive. If the ordinance passed tonight, there could be a lot of cut trees tonight. Discussion ensued of the safety issues. Discussion ensued of the cutting allowed by the ordinance. Discussion ensued of the education that is needed.

Discussion ensued that every quarter there will be an educational component to the newsletter.

Motion (Pranke/Manegold) to reject Ordinance No. 2025-09-08-01, An Ordinance amending and restating Village code section 8.24 care of tree, shrubbery, plant, or ground cover.

Further discussion ensued as, typically, shoreline zoning is in the zoning ordinance, within the 75-foot set back. Attorney Kesler advised that it belongs with zoning in chapter 6.

Discussion ensued of future education and to include in the newsletter.

Motion carried. The proposed ordinance fails.

Report – Forester. Lincoln met with the DNR and residents on the bay of Pine Lake. It is reported that Stary Stone Wart has been located in the bay on the Northeast area of the Lake. There will be an upcoming Lake Management Meeting. Discussion ensued of possible grants. The Village renovation project is mostly completed. The bulk of the building updates have been completed. Oak Wilt letters have been mailed. The rip rap and spraying is clearly stated to spray in April and May. The lake may have a hybrid milfoil. and when the Village sprays will affect the class 1 to class 3 lake. PH in water allows for chemicals to react better in June. They used to spray in July. Prefer to spray in April and May. Milfoil was tested for chemical resistance. Lincoln will document the measurements.

Report – Captain. Captain Anderson reported that there were 788 calls for service during the month of August. One officer is in training. The Village Hall roof will be maintained in the upcoming weeks.

Report – Village Administrator. During the Public Hearing for trees, there were lot of lessons learned. If it comes again, we may present different. The fireworks ordinance will be addressed in October.

Report – Village Clerk Treasurer. No report.

Report – Village President. Extend hearty thank you to Attorney Tom Gartner in his retirement.

Report – Village Attorney. Attorney Kesner

Agenda items to be considered for future meetings.

Adjournment.

Motion (Gehl Neumann/Kubick) to adjourn at 7:59 p.m. *Motion carried.*

Respectfully submitted by:

Approved and Ordered Posted by:

Deanna Braunschweig
Village Clerk - Treasurer

Jo Ann F. Villavicencio
Village President



STAFF REVIEW

Date: October 7th 2025

Meeting Date & Time: Monday, October 13th at 6:00 P.M.

To: Plan Commission, Village of Chenequa

From: Planning Department

Subject: Plan Review

Landscaper: Seasonal Services

Owner: Robert and Nina Fiedler

Location: 5425 N State Road 83

Project Description: Proposed Lakeside Landscaping and Shed Relocation

Zoning District: Residence District - Lot Abutting a Lake

	REQUIRED RES. DISTRICT		PROPOSED PROJECT	
LOT AREA:	2	acres	2.38	acres
LOT WIDTH: AVERAGE	150	L.F. min.	185	L.F.

COMMENTS:

1. The applicant has submitted a landscape plan and proposed plans to relocate and expand an existing shed on the property.

Landscape Plan

1. The landscape plans include, replacing an existing path/stairs and reworking the planting beds near the shorefront.
 - a. Proposed path
 - i. The new proposed path will follow the same footprint as the existing, but the smaller, random steppers will be replaced with a uniform large stepper as depicted in the landscape plan
 - ii. The path will be constructed of Fond du Lac beige steppers in either mulch or turf.

- iii. The existing pressure treated wood steps and landings will be replaced with 48" natural Fond du Lac beige steps.
- iv. A sample photo of proposed materials has been provided in the packet

a. Planting beds

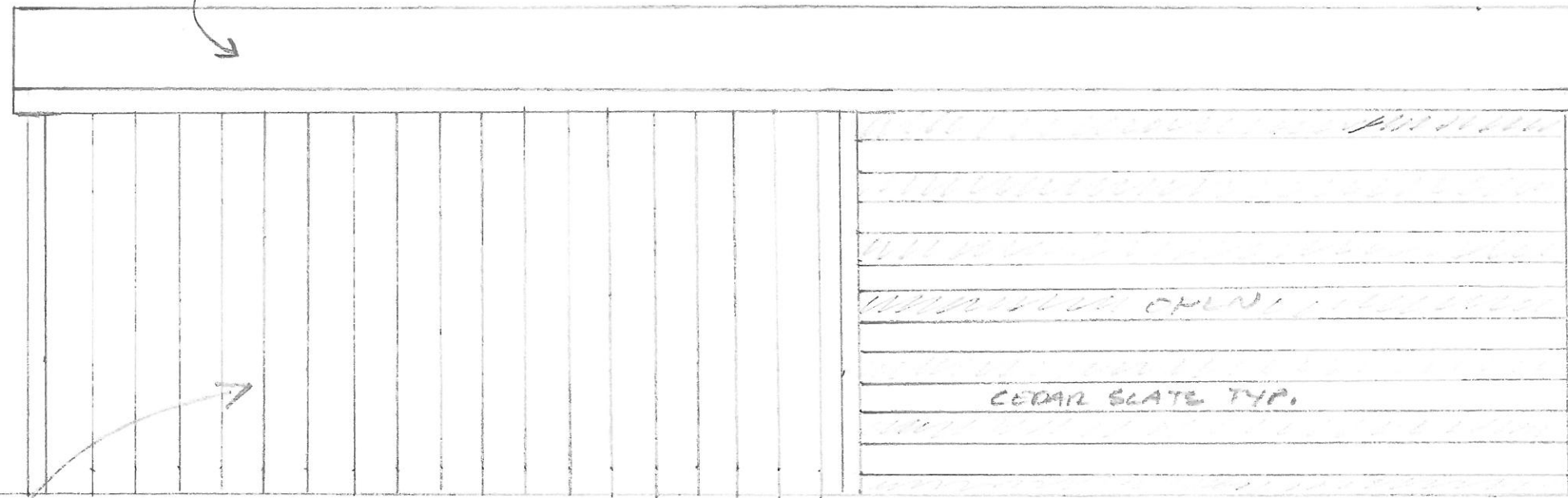
- i. In addition to the path and steppers, the applicant proposes to rework the existing planting beds.
- ii. This includes;
 - 1. Removing existing daylilies to replace with native sedge grasses
 - 2. Match surrounding planting beds with small fieldstone to be used as a bed edging.

Proposed Shed Relocation

- 1. There is an existing shed on the property, the applicants propose to modify the shed and move it to a more suitable location on the property.
 - a. The existing shed dimensions are 10'X14'. The applicants propose to add a firewood shed extension that is 12.5' X 10'
 - b. The site plan included provides photos of the existing shed dimensions
 - c. The site plan also shows the proposed location of the new shed and firewood storage area.
 - d. As proposed, this shed meets all setback requirements specified in chapter 6.
 - e. As proposed, this accessory structure will be 265 square feet, this makes up .2% of the total lot area.

c: Matthey Carney, Police Chief/ Administrator
Deanna Braunschweig, Clerk/Treasurer
Cody Lincoln, Zoning Administrator
Robert and Nina Fiedler

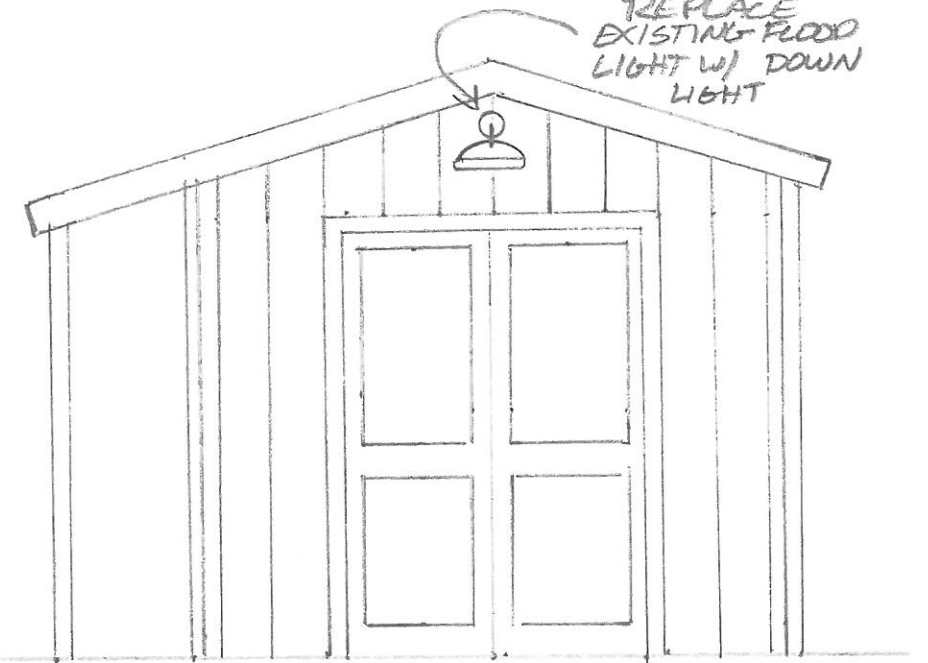
NEW BROWN PREFINISHED METAL STANDING SEAM ROOF



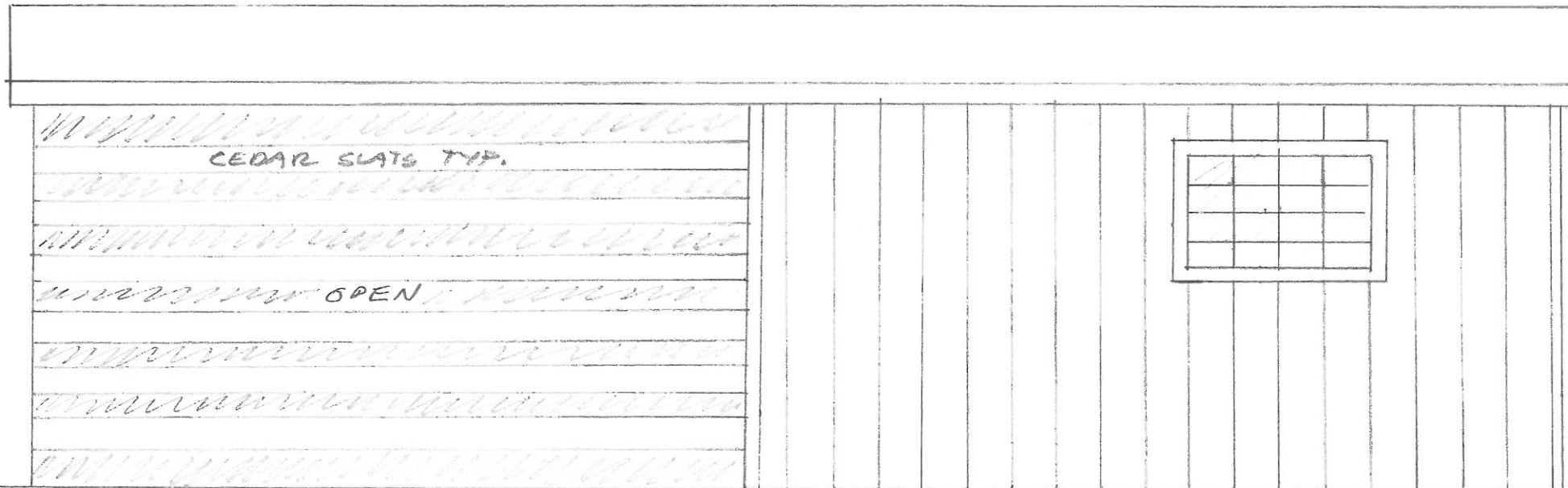
REPAINT SIDING
CHOCOLATE BROWN TO MATCH
ACCENTS ON MAIN HOUSE

EAST ELEVATION
◁1

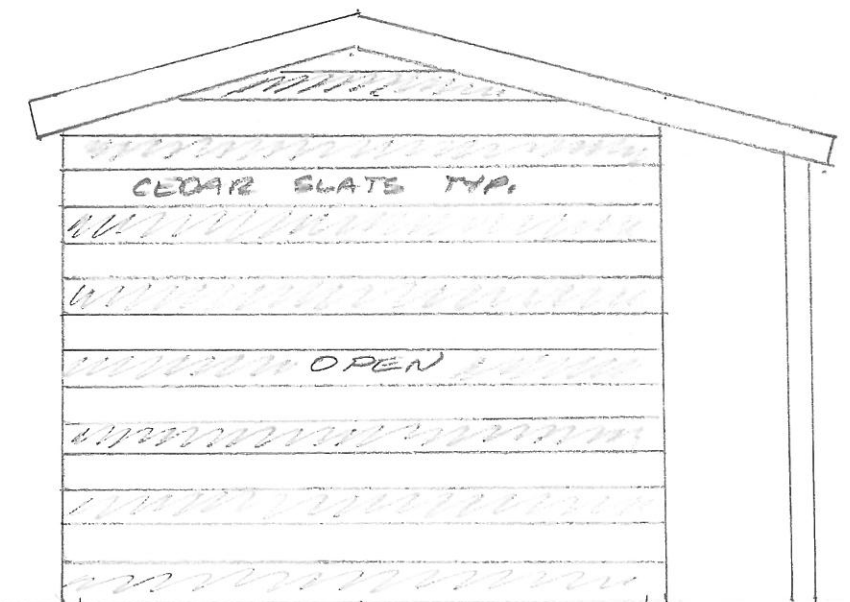
REPLACE
EXISTING FLOOD
LIGHT W/ DOWN
LIGHT



SOUTH ELEVATION
◁2



WEST ELEVATION
◁3



NORTH ELEVATION
◁4

SCALE 3/8" = 1'-0"

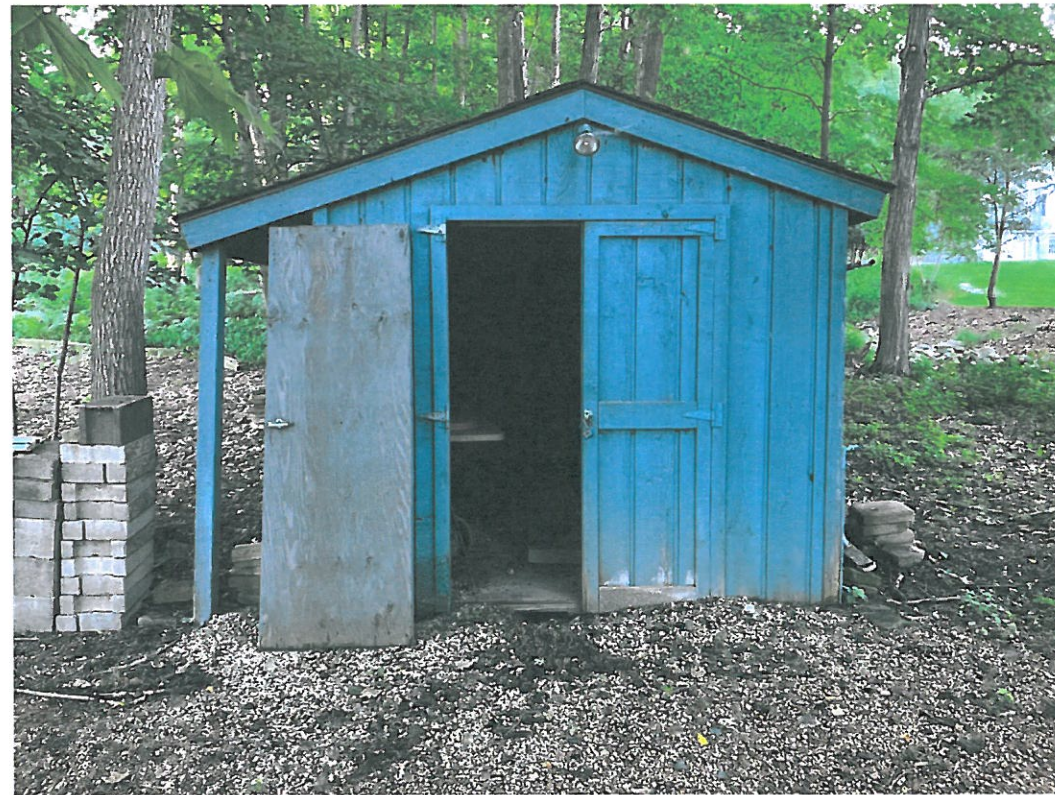
FIEDLER RESIDENCE
5425 ST RD 83
HARTLAND WI 53029

GARDEN SHED RELOCATION
AND WOOD SHED EXTENSION

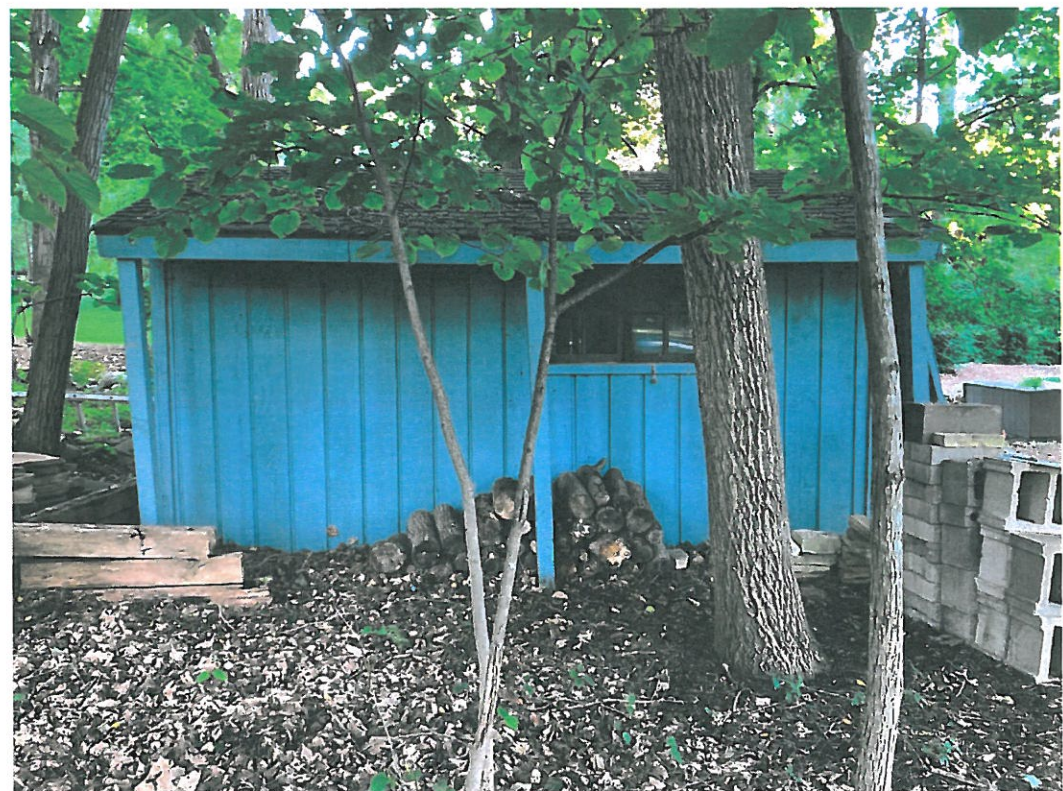
AUGUST 2025



A EXISTING SOUTH ELEV.



B EXISTING WEST ELEV.



C EXISTING NORTH ELEV.



D EXISTING EAST ELEV.

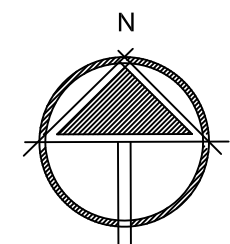
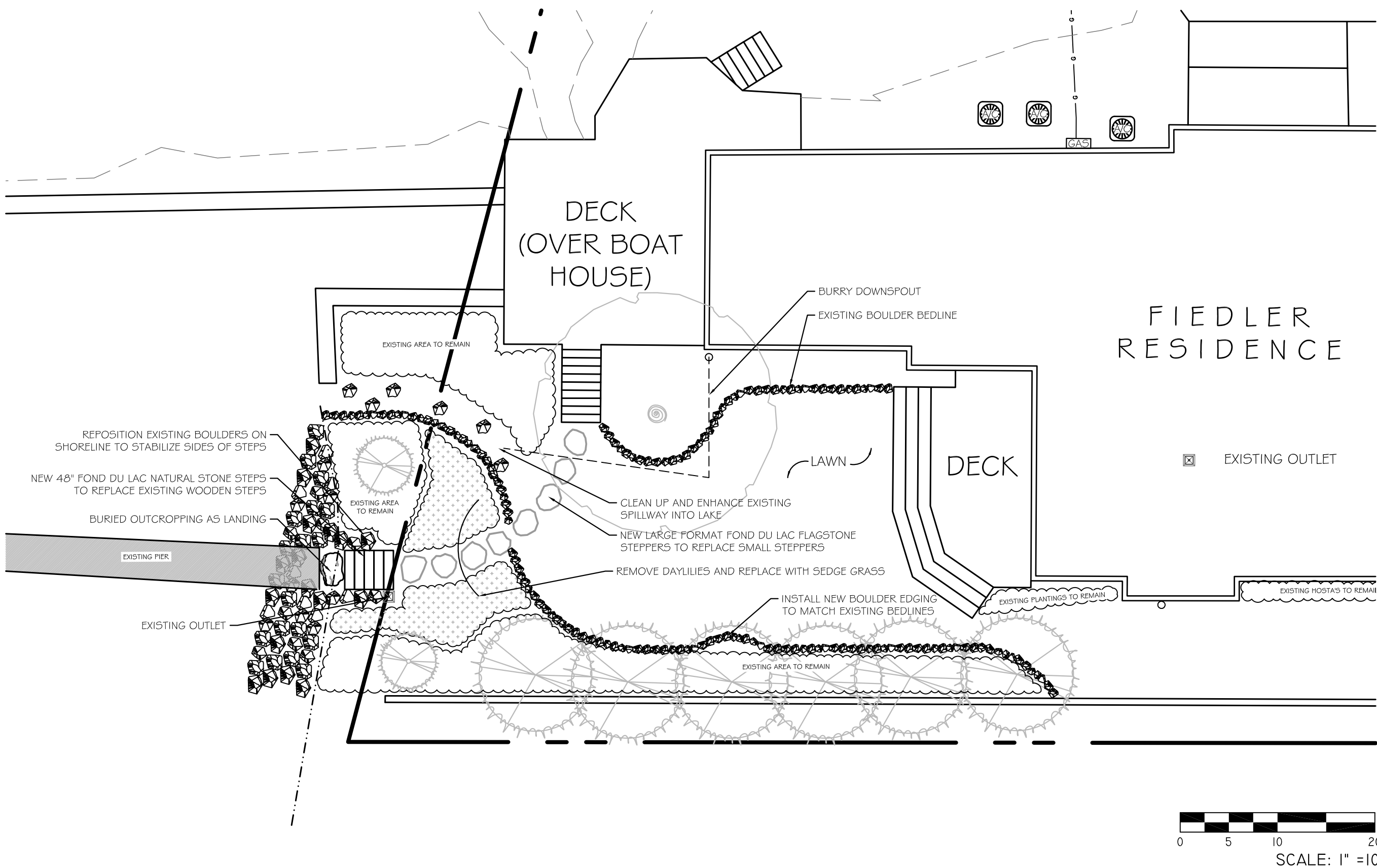
FIEDLER RESIDENCE
5425 ST RD 83
HARTLAND WI 53029

GARDEN SHED RELOCATION
AND WOOD SHED EXTENSION

AUGUST 2025

PRELIMINARY LANDSCAPE PLAN

SCALE: 1" = 10'0"



PROJECT NAME:	Fiedler Residence	
	5425 State Rd 83	
	Hartland, WI	
	DRAWN BY: BA	
PAGE:	1 of 1	
	DATE: 9/9/25	SCALE: 1" = 10'0"
	REVISION DATE: 00/00/00	
	The ideas and concepts illustrated on this document remain the property of Bret Achtenhagen's Seasonal Services until full payment is received. Do not copy without written permission from Bret Achtenhagen's Seasonal Services.	

DETAILS MATTER

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

SEASONALSERVICES.COM
262-392-3444



SCOPE OF WORK

September 9, 2025

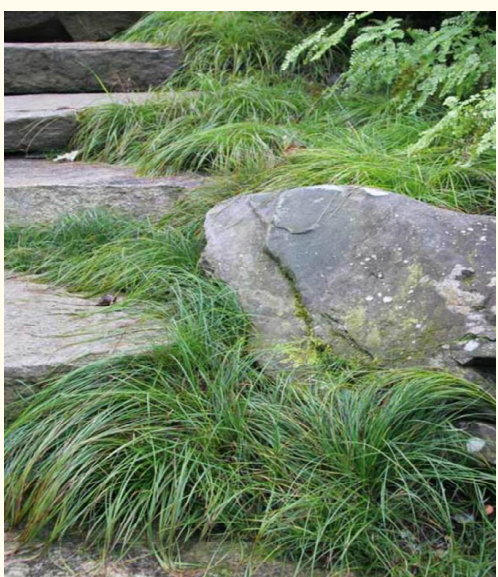
Project: Pier Access Steps and Walkway Replacement
Address: 5425 State Road 83
Project Schedule: October, 2025.

1. **GENERAL SCOPE:** Plan includes replacing an existing path and stairs and reworking the existing lake buffer planting area with more effective plant species. No trees will be impacted by this work.
 - a) Proposed Path & Steps
 - i) The new path will follow the same footprint as the existing, but the smaller random steppers will be replaced with uniform larger steppers
 - ii) The path will be constructed of Fond du Lac beige steppers in either mulch or turf.
 - iii) The existing deteriorating pressure treated wood steps and landings will be replaced with 48" natural Fond du Lac beige steps set in existing bolder shoreline.
 - b) Shoreline Buffer Area
 - i) Existing daylilies will be removed and replaced with native sedge grasses
 - ii) Existing white pines and ironwood trees will remain and be protected during construction.
 - c) Planting Beds
 - i) Existing planting beds along house foundation and garden wall will remain and be bordered with fieldstone rocks and small boulders to match existing bed edging and provide separation of the beds from the existing turf areas.

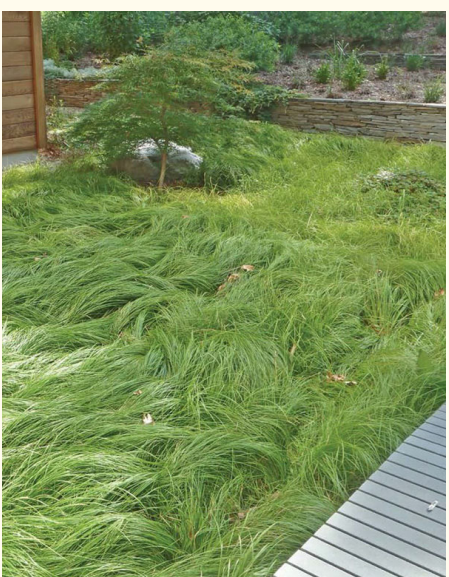
PROPOSED HARDSCAPES



CUT NATURAL STONE STEPS
NATURAL TOP



OAK SEDGE
CAREX PENNSYLVANICA



OAK SEDGE
CAREX X PENNSYLVANICA

FIEDLER RESIDENCE





STAFF REVIEW

Date: October 6, 2025

Meeting Date & Time: Monday, October 13th at 6:00 p.m.

To: Plan Commission, Village of Chenequa

From: Planning Department

Subject: Site Plan Review

Architect: Morgante-Wilson Architects

Owner: 31795 Muscovy LLC

Location: 31795 W Muscovy Road

Project Description: Proposed Primary Dwelling

Zoning District: Residence District – Lot Abutting a Lake

ACCESSORY STRUCTURE:	REQUIRED RES. DISTRICT		PROPOSED PROJECT	
LOT AREA:	2	acres	4.3	acres
LOT WIDTH: AVERAGE	150	ft. min.	370	ft.
YARD SETBACKS: Front (North)	25	ft. min	+/- 200	ft.
Side (East)	27.5	ft. min.	69.8	ft.
Lake (South)	100	ft. min.	113.3	ft.
Lake (West)	100	ft. min.	100.5	ft.
BUILDING HEIGHT:	40	ft. max	40	ft.

Proposed Primary Dwelling

i. **Primary Dwelling:**

- a. As described in the memo drafted by Morgante Wilson, the applicant proposes to raze the existing single-family dwelling and construct a new primary dwelling in a similar location.
- b. The proposed dwelling structure has a total living area of 12,285 square feet. The square footage including garages, covered porches and unfinished spaces is 15,564.
 1. Per 6.5(4)(a)(iii) a structure with 13,000 but less than 15,000

square feet of living area shall have a minimum setback of 125 feet from Pine Lake. Due to the proximity to the lake, at no time may the living area within this home exceed 13,000 square feet.

- c. A “Proposed Materials and Exterior Palette” (A.4.4) page has been submitted with the provided plans. Primary dwelling materials include;
 - 1. Cedar roofing
 - 2. Cedar wall shingles (Painted Dove White)
 - 3. Stone veneer cladding (Stonewood Grey)
- d. The new proposed dwelling is greater than 50’ from a neighboring dwelling on an adjoining lot as required in 6.5(4)(c)(i).

ii. Driveway:

- a. Included with this proposal is a new driveway/courtyard that will service the primary residence
 - 1. The proposed location of the driveway can be found on the landscape plan submitted by Scott Byron (L4.1)
 - 2. The proposed driveway meets the requirements of 5.23
 - 3. As proposed, the new driveway will be paved with a decorative stone banding
 - 4. The “drivecourt” area will be paved with a decorative paver

iii. Landscaping

- a. Stone retaining walls
 - 1. There is a series of stone retaining walls that surround the home.
 - 2. All new retaining walls will remain outside the 75’ setback from Pine Lake.
 - 3. The proposed stone retaining walls will match the stone proposed to be used on the house.
 - 4. Wall locations can be found on the landscape plan provided in the packet
 - 5. Portions of the retaining walls will be screened by planting beds and ivy to create a “living wall” appearance.
- b. Steps
 - 1. Integrated with the new retaining walls are a series of stone steps.
 - a. The location of these steps is indicated on the landscape plan provided
 - b. All new proposed steps are outside the 75’ shoreland setback
- c. Stone Terraces
 - 1. There are three decorative stone terraces on the south elevation of the home
 - 2. Terraces will be constructed of “Edenstone”

3. The central terrace will also have a pergola placed on it as indicated in provided plans.
- b. Paths
1. Along the west side of the dwelling is a proposed decorative stone walkway
 2. This Proposed walkway is 5' in width
 3. Location of walkways is provided on the landscape plan; it does not encroach on the 75' shoreland setback.

iv. Stormwater Management

- a. As proposed, a large underground tank will be placed below the driveway to collect the majority of the stormwater from the home. Residual runoff will be directed to an existing dry creek bed that is currently on the SE corner of the property.

v. Outdoor Lighting:

- i. An outdoor lighting plan has been submitted and requires Plan Commission review and Village Board Approval.
 1. Structure Mounted Wall Sconces (Irvington Manor)
 - a. There are 11 wall sconces proposed
 - b. This lantern has a 3,000K color temperature and an output of 523 lumens
 - c. These fixtures are compliant with 5.24 (Outdoor Lighting Code)
 2. Pendant Light (Irvington Manor)
 - a. There are 5 pendant lights proposed
 - b. This lantern has a 3,000K color temperature and an output of 567 lumens
 - c. This fixture is compliant with 5.24 (Outdoor Lighting Code)
 3. Path Light Fixture
 - a. There are 34 path lights proposed on the property
 - b. These path lights have a color temperature of 2700K and an output of 210 Lumens
 - c. These fixtures are compliant with 5.24 (Outdoor Lighting Code)

- vi. A building permit is required from the Building Inspector prior to start of construction.

c: Matthew Carney, Chief/Administrator

Deanna Braunschweig, Clerk/Treasurer
Paul Launer, Lake Country Inspections
31795 Muscovy LLC, Owner
Morgante-Wilson, Architect
Cody Lincoln, Zoning Administrator

MORGANTE • WILSON ARCHITECTS, LTD.

2834 CENTRAL STREET, EVANSTON, IL 60201

TEL. 847.332.1001 FAX. 847.332.2388

ARCHITECTURE • INTERIOR DESIGN • URBAN PLANNING

September 15, 2025

Village of Chenequa
Plan Commission & Village Board
31275 W County Road K
Chenequa, WI. 53029

Re: 31795 W Muscovy Road,

Dear Cody Lincoln, Plan Commission, and Village Board,

The Owners of 31795 W Muscovy Road have hired Morgante-Wilson Architects, Ltd to review the existing condition of the Main House on Lot 2. After studying several options for remodeling the existing home, they have determined it is in their best interest to demolish the existing house and build new. The existing house has seen its lifespan of +/- 150 years. There have been multiple renovations throughout its history which has significantly changed the original architecture, the plan is awkward, there are old foundations, and there are multiple fire hazards / life safety concerns as the current Owners want to age in place on this property. If we were to renovate the existing home, there would be so much removed that there wouldn't be anything remaining from the original house.

This submittal proposes demolishing the existing home and building a new two-story, stone and wood shingle sided Primary Dwelling Unit located in the location of the existing Dwelling Unit. The new home features single floor living which will allow the Owners to age in place on this property. The proposed building height is maxed-out at 40'-0" above the lowest grade point around the building. The building is located greater than 100'-0" from the Ordinary High-Water Mark, measured over the grade contour on both the south and west sides of Pine Lake. The proposed stone retaining walls surround the building on the lake side have a separate foundation than the house foundation. These foundations are NOT connected to the house foundation and will move independently from one another.

We look forward to presenting the proposed plans to the Plan Commission and Village Board during the October 13th meeting. Please let us know if you have any questions during your review of our submittal.

Sincerely,

MORGANT · WILSON ARCHITECTS, LTD.
ARCHITECTURE · INTERIOR DESIGN · URBAN PLANNING
www.morgantewilson.com



ELLIOT FLAWS
ASSOCIATE

2834 CENTRAL STREET, EVANSTON, IL 60201
P 847.332.1001 Direct 224.296.8086
eflaws@morgantewilson.com

From: Jeff Joerres <jeffjoerres@gmail.com>

Sent: Friday, August 29, 2025 10:07 AM

To: Jo Ann F. Villavicencio <jfvillavicencio@chenequa.org>; Dan Neumer <chief@chenequa.org>; Cody Lincoln <clincoln@chenequa.org>; Matthew Carney <carney@chenequa.org>

Cc: Andy Ziegler <andy@zfoinc.com>; Carlene Ziegler <carlene@zfoinc.com>; Sarah Joerres <sqjoerres@gmail.com>

Subject: Ziegler new construction

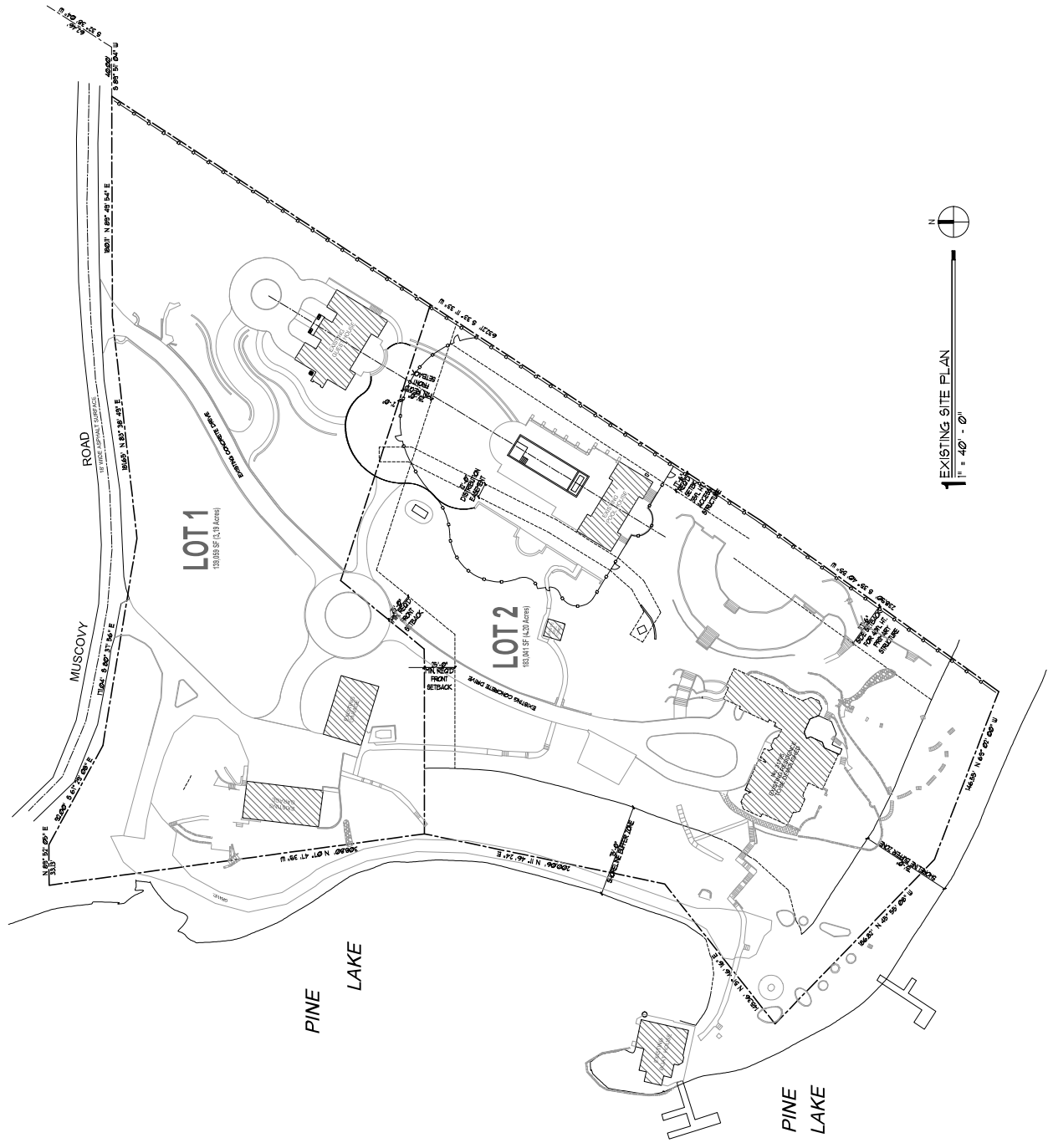
Andy and Carlene Ziegler have shared their plans with us regarding the construction of a new home on their property. We went over all elevations, positioning, and renderings of the proposed new home.

Sarah and I are in support of the construction of the new home and firmly believe it will add value and appeal to our side of Pine Lake. Andy and Carlene have been quite particular in ensuring that the view of their home from our vantage point has been softened and much more appealing than the current structure.

Sarah and I are looking forward to sharing a glass of wine with the Ziegler's on their new patio.

If you have any questions please do not hesitate to contact us.

Sarah and Jeff Joerres



ATI

THE ZIEGLER RESIDENCE
5179S W MUSCOVY ROAD
HARTLAND, WI

MAIN HOUSE
PROPOSED SITE PLAN

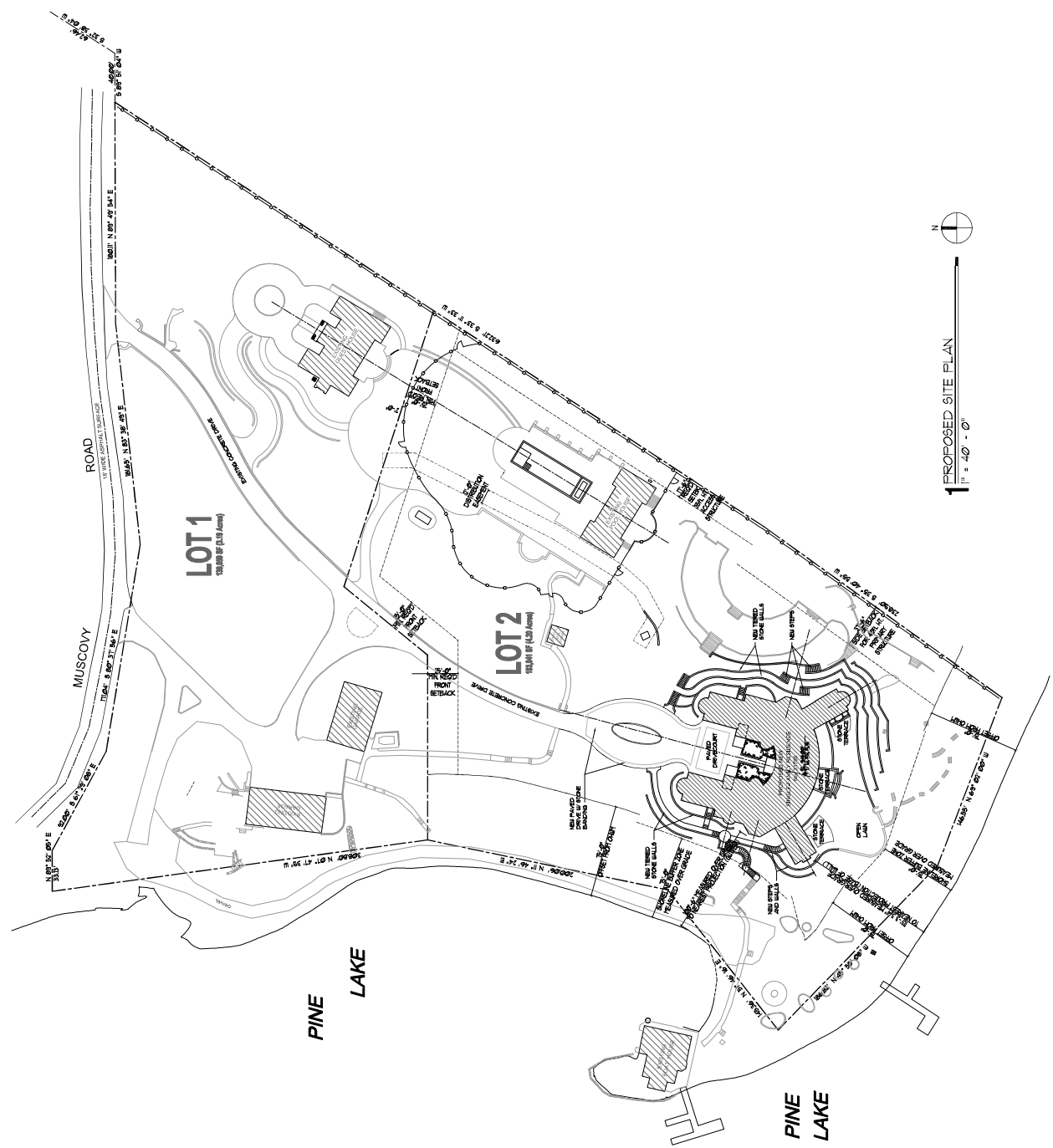
31785 W MUSCOVY ROAD HARTLAND, WI

REVIEWS:	
1. CLIENT MTG	33.15
2. CLIENT MTG	42.15
3. LOF DIV SUB	51.15
4. LOF DIV SUB	51.15
5. CLIENT MTG	6.35
6. VILLAGE SUBMITTAL	6.16.15
7. VILLAGE REV.	13.15
8. CLIENT MTG	15.15
9. PERMIT SUBMITTAL	26.15
10. 64-PM BID SET	14.15
11. VL SUBMITTAL "H"	9.15
MUN JOB NO:	2504

MORGANTE-WILSON ARCHITECTS, LTD.
3604 CENTRAL STREET, EVANSTON, IL 60201 PH: 847/382.1001 FX: 847/382.2566



MORGANTEWILSON.COM





1 MAIN HOUSE - NORTH EXTERIOR ELEVATION
1/8" = 1' - 0"

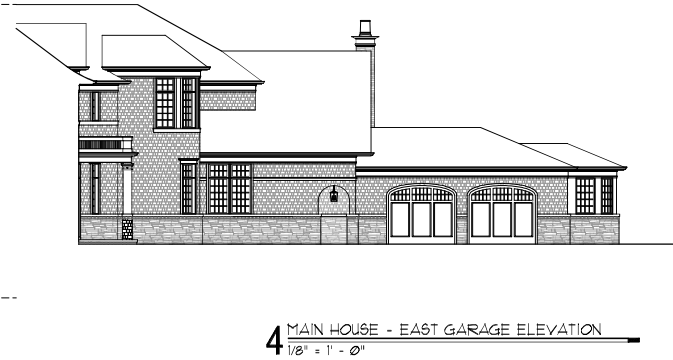
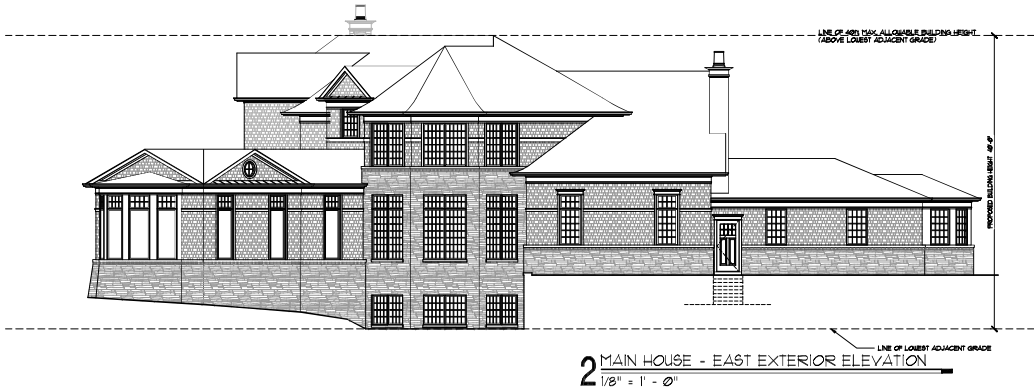
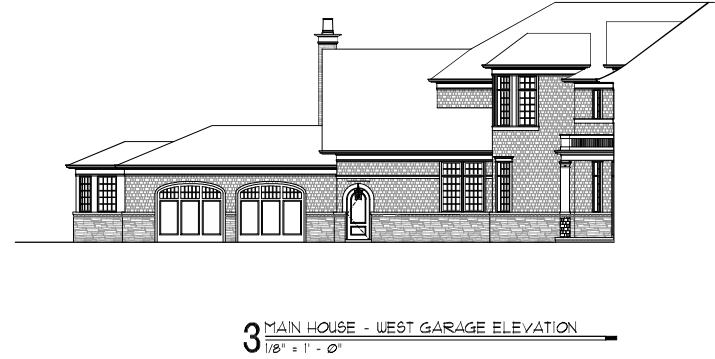
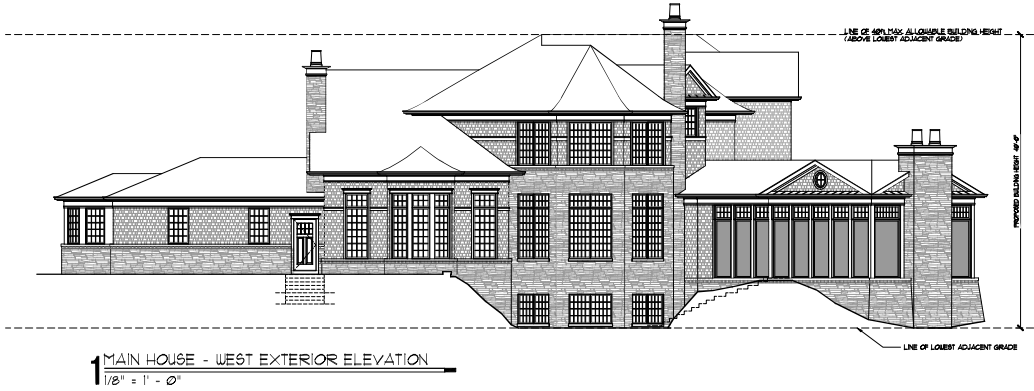


2 MAIN HOUSE - SOUTH EXTERIOR ELEVATION
1/8" = 1' - 0"



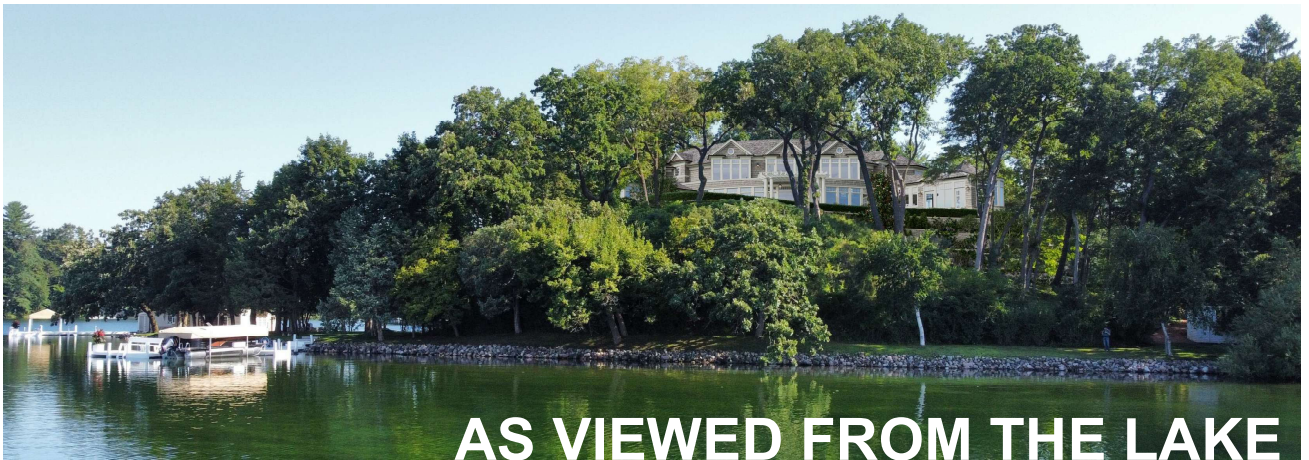
REVISIONS	
1. CLIENT MFG	3.31.19
2. CLIENT MFG	4.15.19
3. CLIENT MFG	4.15.19
4. CLIENT MFG	5.13.19
5. CLIENT MFG	6.13.19
6. VILLAGE SUBMITTAL	6.18.19
7. VILLAGE SUBMITTAL	7.13.19
8. CLIENT MFG	10.15.19
9. PRELIM SUBMITTAL	06.19.20
10. PRELIM SUBMITTAL	08.14.20
11. VILLAGE SUBMITTAL	09.15.20

MWA JOB No. 2304



REVISIONS	
1. CLIENT MFG	3.3.15
2. CLIENT MFG	4.1.15
3. CLIENT MFG	4.1.15
4. CLIENT MFG	5.1.15
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100. CLIENT MFG	6.1.15

MWA JOB No. 2304





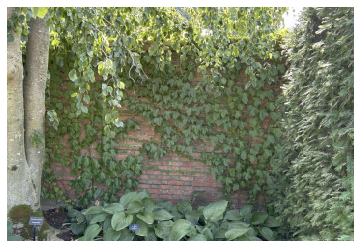
DRIVEWAY
EXPOSED AGGREGATE CONCRETE



WALL SCONCE
CHELSEA BRONZE
REFER TO ATTACHED SPECIFICATION



MARVIN ULTIMATE CLAD WINDOW
STONE WHITE

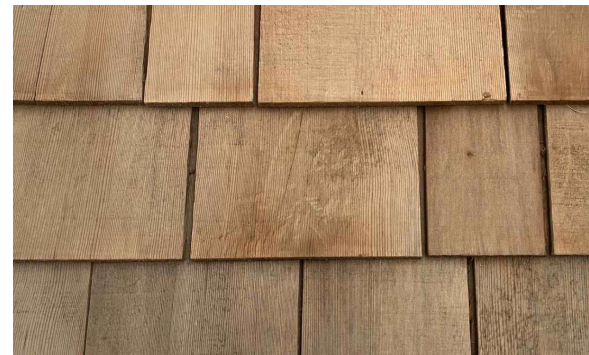


STONE WALL (WITH IVY)
LIVING PLANTING WALL



EDENSTONE

TERRACES AND WALKWAYS



CEDAR ROOF SHINGLES
PRECISION CUT CEDAR ROOF SHINGLES WITH 5" EXPOSURE



CEDAR WALL SHINGLES
NO.1 CLEAR R&R WESTERN RED CEDAR W/5"
EXPOSURE FOR STAIN; SEMI-TRANSPARENT GRAY

EXTERIOR TRIM COLOR
BENJAMIN MOORE OC-17, DOVE WHITE

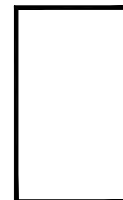


FULL VENEER STONE CLADDING
STONEWOOD GREY - TUMBLED WITH FLUSH JOINTS



MORGANTE•WILSON ARCHITECTS, LTD.

I hereby certify that these drawings were prepared in my office, under my direct supervision, and to the best of my knowledge conform with the codes and ordinances of



REVISIONS:	
1. CLIENT MTG	3/31
2. CLIENT MTG	4/22
3. LOT DIV. SUB	5/8
4. CLIENT MTG	5/21
5. CLIENT MTG	6/3
6. VILLAGE SUBMITTAL	6/16
7. VL SUB REV.	7/3
8. CLIENT MTG	7/9
9. PERMIT SUBMITTAL	8/6
10. GH-PH BID SET	8/15
11. VL SUBMITTAL M4	9/4

MUM JOB No. 254

THE ZIEGLER RESIDENCE

PROPOSED MATERIALS AND EXTERIOR PALETTE

- 2025 Morgan+Wilson Architects, L

A4.4



Irvington Manor - Chain Hung

Item #:	72174-189-L
UPC Code:	747396101019
Collection:	Irvington Manor
Category:	OUTDOOR CHANG HUNG LANTERN
Descriptive Finish 1:	Chelsea Bronze
ETL Certificate:	4006752

LED

LED



Damp Location



ETL Listed

MEASUREMENTS

Length:	8.5
Width:	8.5
Height:	15.5
Product Weight:	5.18
Canopy Plate Length:	5.0
Canopy Plate Width:	5.0
Canopy Plate Height:	113
Min Overall Height:	19.0
Max Overall Height:	91.0
Chain Length:	72"
Wire Length:	120"
Hardware Included:	No
Safety Cable Included:	No
Height Adjustable:	Yes
Slope:	Yes

LAMPING

Light Type 1:	LED
LED:	Yes
Bulb Base 1:	LED MODULE
Bulb Type 1:	LED
Number of Bulbs:	1
Bulb Included:	Yes
Bulb Wattage:	13
Dimmable:	No
Initial Lumens:	8970
Delivered Lumens:	5670
Bulb Color Temperature:	3000
Color Rendering Index:	92
Rated Life Hours:	3000
Photo Cell Included:	No
Uplight:	No
Reverse Capable:	No

GLASS

Shade Width 1:	7.0
Shade Height 1:	10.13
Shade Finish:	CLEAR SEEDED GLASS
Shade Material:	GLASS
Shade Quantity:	4
Shade SKU 1:	G72172

SHIPPING

Cartons Per Unit:	1
Case Pack:	1
Ship Length:	12.5
Ship Width:	10.75
Ship Height:	20.75
Ship Weight:	7106
Ship Volume:	1.614
Small Parcel:	Yes

Proposed Pendant

Lamp test report

Product Remark

Type:72174-189-L with glass NO.:1

TempIn:20.2C

Operator:Feng

TempOut:20.1C

Time:14:12:59

Manufacturer:Jiffa

Humidity:45%

Date:2017-1-19

CIE Color Parameter

Chromaticity Coordinate: $x=0.4386$ $y=0.4050$ $u=0.2512$ $v=0.3480$ $duv=0.0001$

CCT: $T_c=2980K$

DominantW.: 584.0nm

Purity: 53.2%

Peak Wave: 636nm

Half Wave: 175.7nm

RatioR=25.8% G=72.7% B=1.5%

Rending Idx: $R_a=91.7$

$R_a'=89.3$

R1 =94

R2 =93

R3 =89

R4 =93

R5 =92

R6 =89

R7 =93

R8 =91

R9 =78

R10=81

R11=93

R12=76

R13=93

R14=93

R15=93

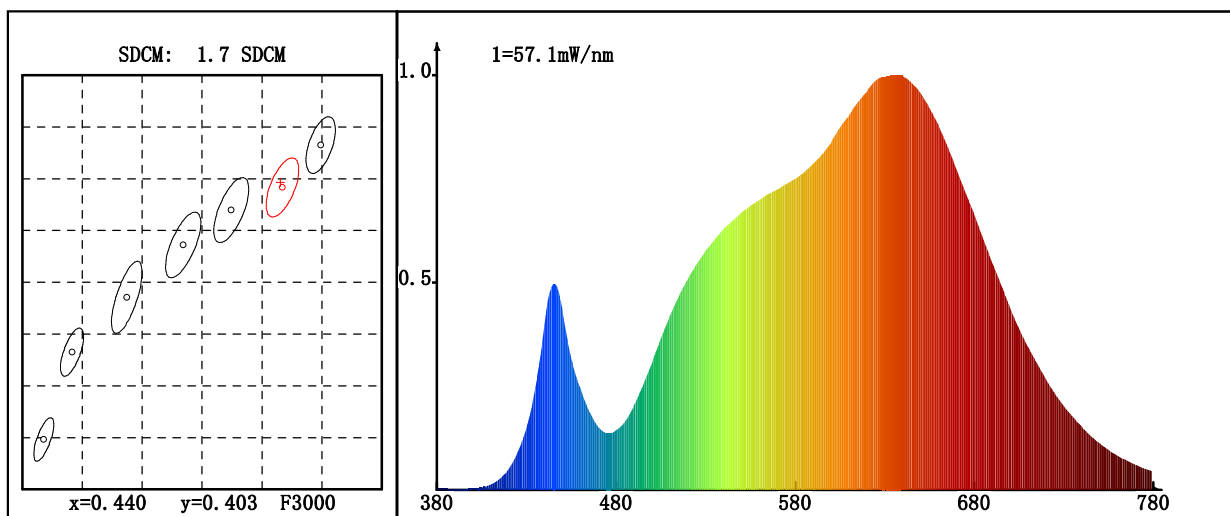


Photo Parameter

Flux: 566.9 lm

Effice: 40.5lm/W

Lumi.Pow: 2.067W

Electrical Parameter

Voltage:120.0V

Current:0.124A

Power:13.98W

PF:0.938

Instrument Status

Instrument:HopooHSP6000

TestModel:Exact

Main:7

Reference:3

Lamp:A2856K/765.8lm

Interval:5nm

Id:80

REF:23404

Scan Range:380nm-780nm

PMT Temp:23.1C

Ip:31701

Undulation:-0.167%

Irvington Manor- LED - 1 Light Wall Mount

Item #:	72173-189-L
UPC Code:	747396101002
Collection:	Irvington Manor
Category:	OUTDOOR WALL MOUNT
Descriptive Finish 1:	Chelesa Bronze
ETL Certificate:	4006752

LED

LED



Wet Location



ETL Listed

Image File Name: 72173-189-L.jpg

MEASUREMENTS

Width:	10.5
Height:	20.75
Extension:	11.75
Product Weight:	7.14
Backplate Width:	6.13
Backplate Height:	9.38
Center to Bottom of Fixture:	14.0
Center to Top of Fixture:	6.75
Wire Length:	7"
Hardware Included:	No
Safety Cable Included:	No
Height Adjustable:	No
Slope:	No

LAMPING

Light Type 1:	LED
LED:	Yes
Bulb Base 1:	LED MODULE
Bulb Type 1:	LED
Number of Bulbs:	1
Bulb Included:	Yes
Bulb Wattage:	13
Dimmable:	No
Initial Lumens:	897.3
Delivered Lumens:	523.0
Bulb Color Temperature:	3000
Color Rendering Index:	92
Rated Life Hours:	30000
Photo Cell Included:	No
Uplight:	No
Reverse Capable:	No

GLASS

Shade Width 1:	8.88
Shade Height 1:	12.5
Shade Finish:	CLEAR SEEDED GLASS
Shade Material:	GLASS
Shade Quantity:	4
Shade SKU 1:	G72173

SHIPPING

Cartons Per Unit:	1
Case Pack:	1
Ship Length:	14.5
Ship Width:	14.25
Ship Height:	21.38
Ship Weight:	9.768
Ship Volume:	2.557
Small Parcel:	Yes

Proposed Wall
Sconce

Lamp test report

Product Remark

Type:72173-189-L with glass NO.:1

TempIn:20.3C

Operator:Feng

TempOut:20.2C

Time:11:28:36

Manufacturer:Jiffa

Humidity:45%

Date:2017-1-19

CIE Color Parameter

Chromaticity Coordinate: $x=0.4364$ $y=0.4030$ $u=0.2507$ $v=0.3472$ $duv=-0.0004$

CCT: $T_c=3000K$

DominantW.: 584.0nm

Purity: 52.0%

Peak Wave: 640nm

Half Wave: 177.0nm

RatioR=25.8% G=72.7% B=1.5%

Rending Idx: $R_a=92.0$

$R_a'=89.9$

R1 =95

R2 =93

R3 =89

R4 =93

R5 =93

R6 =89

R7 =93

R8 =92

R9 =81

R10=82

R11=93

R12=77

R13=94

R14=93

R15=94

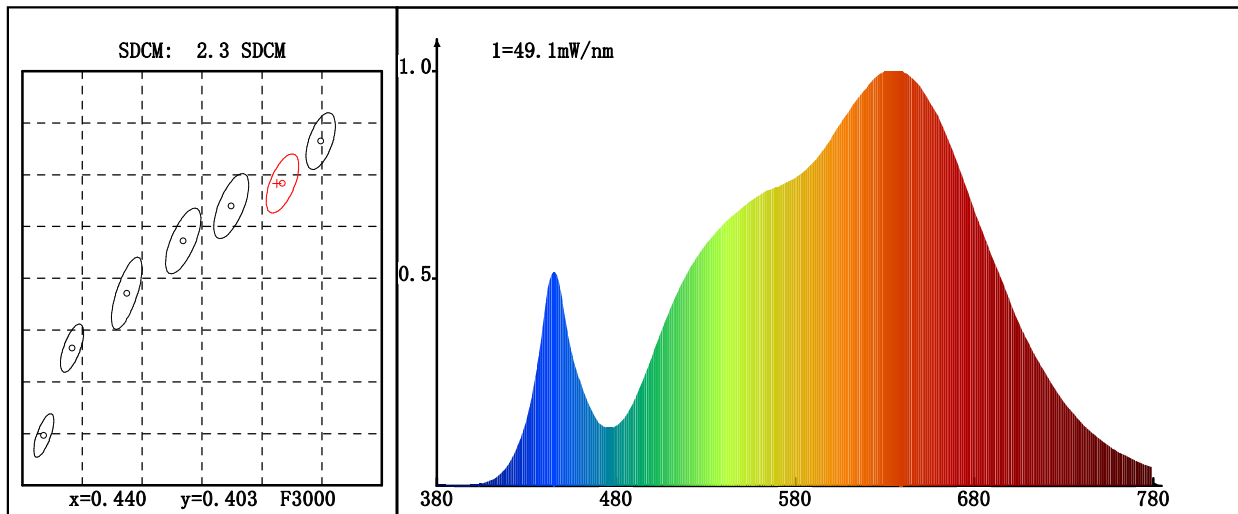


Photo Parameter

Flux: 522.9 lm

Effice: 36.3lm/W

Lumi.Pow: 1.787W

Electrical Parameter

Voltage:120.0V

Current:0.127A

Power:14.40W

PF:0.941

Instrument Status

Instrument:HopooHSP6000

TestModel:Exact

Main:7

Reference:3

Lamp:A2856K/765.81m

Interval:5nm

Id:80

REF:21585

Scan Range:380nm-780nm

PMT Temp:24.7C

Ip:27312

Undulation:-0.153%

Type:

Model:

ZEN LED Bi-Pin Path Light Fixture

ORDERING CODE:

490020 (clear lens) or 490021 (frosted lens)

SPECIFICATIONS

HOUSING:

Cast brass.

FINISH:

Weathered brass. Custom powder coated colors available.

LENS:

Polycarbonate

STEMS:

10" (Model 490025), 16" (Model 490023) and 18" (Model 490026) stems are sold separately.

SOCKET/LAMP HOLDER:

One fixed ceramic bi-pin socket in stem accepts bi-pin lamps with G4 or GY6.35 bases.

LAMP TYPE:

12V bi-pin. LED recommended. Halogen 35W maximum or 6W LED maximum.

MOUNTING:

1/2" NPT. Heavy-duty composite stake included with stem. May be mounted into threaded hubs in junction boxes or other mounting accessories.

WIRING:

Pre-wired with 5' pigtail of 18/2 cable.

WARRANTY:

Lifetime.

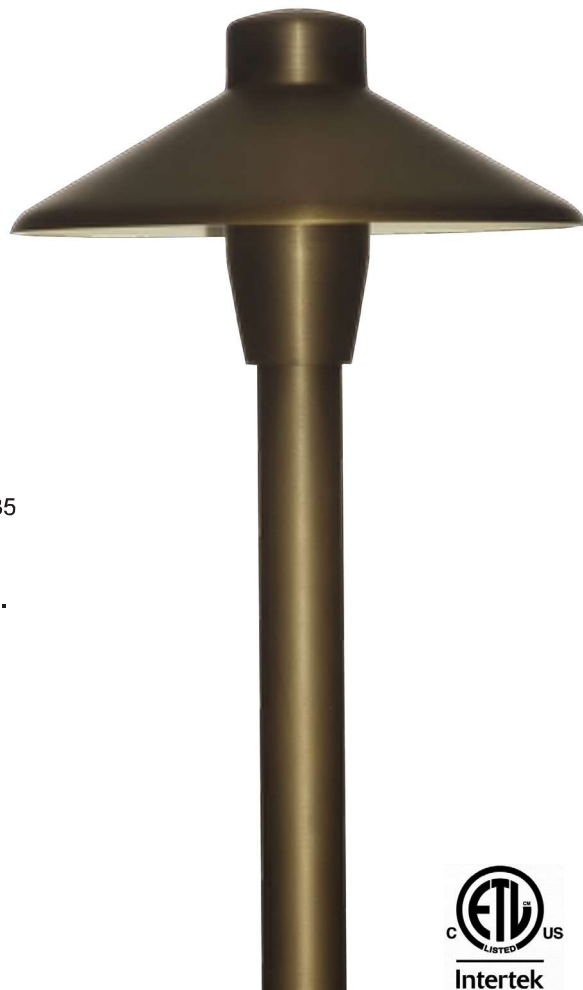
ARCHITECTURAL COLORS:

FINE TEXTURE SILVER	
FINE TEXTURE WHITE	
FINE TEXTURE BLACK	

490020-S (clear lens)
490021-S (frosted lens)

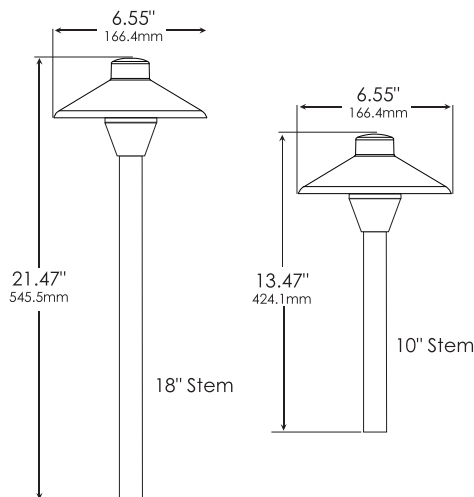
490020-WH (clear lens)
490021-WH (frosted lens)

490020-BLK (clear lens)
490021-BLK (frosted lens)



The Zen path light features a 6.3-inch-diameter cast brass hat. Its underside is a powder-coated reflective white surface. Impact-resistant clear or frosted lens options.

DIMENSIONS:



Proposed Path Lights

LED LAMP SPECIFICATIONS

LAMP TYPE:

Dauer encapsulated bi-pin with 5-year warranty.

COLOR TEMPERATURES:

2700K or 3000K. Decorative colors include amber, blue, green and red.

FIXTURE ORDERING INFORMATION

To order a lamped fixture with mounting options, select the appropriate choice from each column as in the following example:

EXAMPLE: 490020-490025-4W-E-2700K-MS



FIXTURE	STEM	LAMP			MOUNTING
(clear lens) 490020 490020-S 490020-WH 490020-BLK (frosted lens) 490021 490021-S 490021-WH 490021-BLK	490025 (10")	WATTAGE	TYPE	COLOR TEMP.	MS Composite stake (incl.) 490034 M3 Trident Heavy-Duty 3-Prong Stake 490036 PM Round pier mount 490057 MR Round tapered 3-hole surface mount 490048 MP PVC/Brass post stake 490037 Proposed Path Lights
	490023 (16")	2W	E Encapsulated bi-pin	2700K / 3000K	
		3W	E Encapsulated bi-pin	2700K / 3000K	
	490026 (18")	3.3W	S SMD bi-pin	Amber / Blue / Green / Red	
		4W	E Encapsulated bi-pin	2700K / 3000K	
		4W	E Encapsulated bi-pin	Amber	
		4W	E Encapsulated bi-pin	2700K-HO / 3000K-HO	

Type:

Model:

Encapsulated Bi-Pin LED Lamps

SPECIFICATIONS

BASE: G4 or GY6.35 bi-pin base.

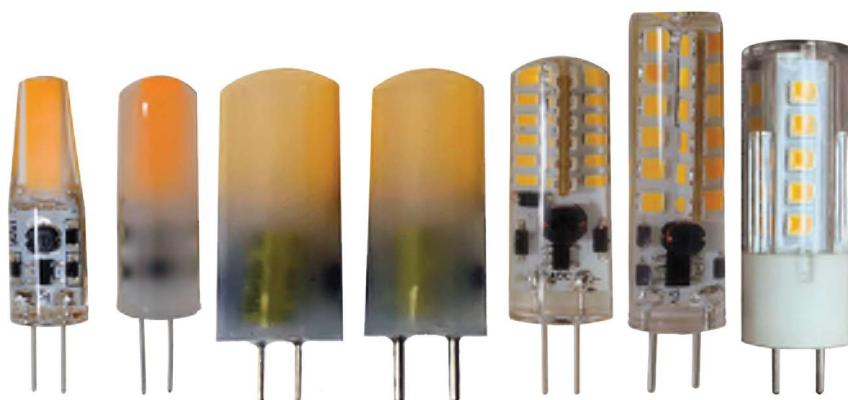
VOLTAGE: 12V AC/DC, dimmable.

CRI: 80+

WEATHERPROOF: IP65 (weatherproof)

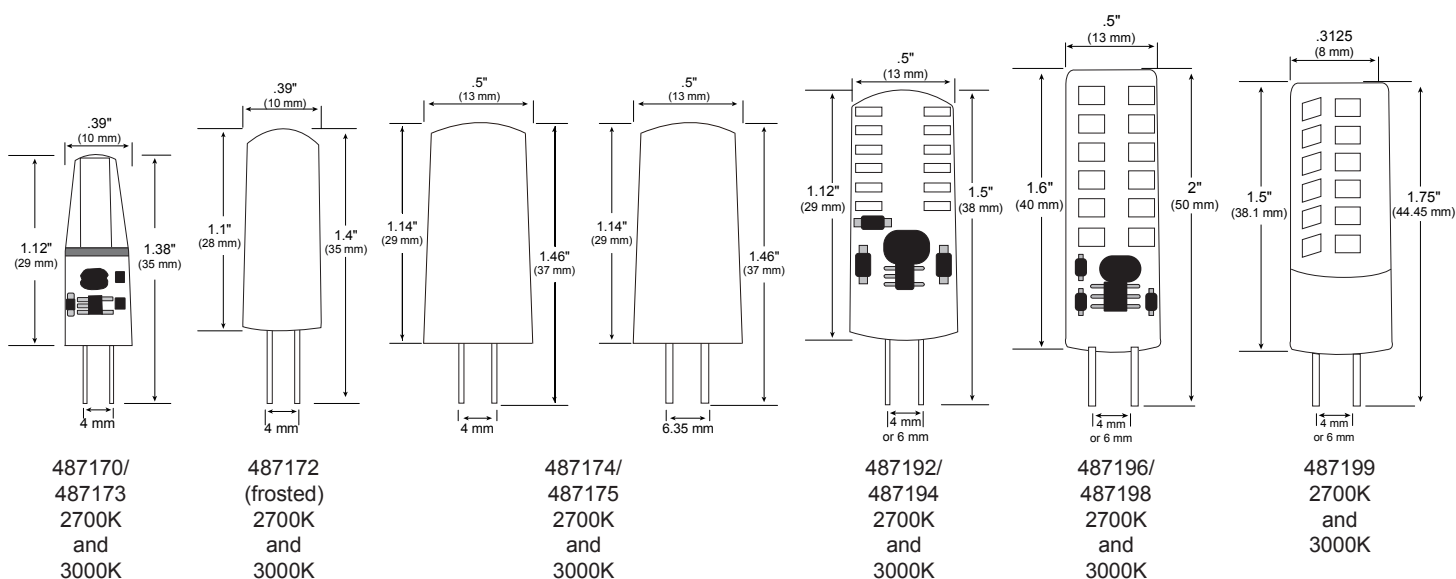
WARRANTY: Five years.

Encapsulated bi-pin lamps from Dauer offer very durable 360° illumination for deck lights, path lights, step lights, wall washers, and more. Warm and cool white color temperatures and wildlife-safe amber are available. IP65 weatherproof rated. Warrantied for 5 years, average rated life is 25,000 hours.



2W	2W	3W	3W	4W	4W
487170/ 487173	487172 (frosted)	487174/ 487175	487192/ 487194	487196/ 487198	487199
2700K and 3000K	2700K and 3000K	2700K and 3000K	2700K and 3000K	2700K and 3000K	2700K and 3000K

DIMENSIONS:



Village of Chenequa
ORDINANCE NO. 2025-10-13-01

**AN ORDINANCE AMENDING AND RESTATING SECTION 8.27 OF THE
CHENEQUA VILLAGE CODE REGULATING FIREWORKS**

WHEREAS, the Village is empowered, pursuant to Chapter 167 of the Wisconsin Statutes, to regulate the sale, possession and use of fireworks; and

WHEREAS, the Village Board finds and determines that the amendment of ordinance provisions regulating the sale, possession and use of fireworks is necessary and appropriate to further the public health, safety and welfare, within the Village.

NOW, THEREFORE, BE IT ORDAINED, that Section 8.27 of the Village Code is hereby amending and restating as follows:

8.27 Fireworks Regulations.

(1) DEFINITIONS.

The definitions contained in the Wisconsin Statutes, and more specifically, Section 167.10 of the Wisconsin Statutes, as the same may be amended from time to time, shall apply to all terms contained in this Section, unless otherwise specifically set forth in this Section.

In addition, for the purpose of this Chapter, certain terms and words are defined as follows:

a. CONSUMER FIREWORKS:

Small fireworks typically sold at stands or stores around the Fourth of July holiday. Small fireworks include ground devices containing less than fifty (50) milligrams of flash powder, and aerial devices containing less than one hundred thirty (130) milligrams of flash powder.

b. DISPLAY FIREWORKS:

Large fireworks used in shows, generally under the supervision of a trained pyrotechnician. Display fireworks include aerial shells, cakes, candles, and other display pieces that meet the definition of “display fireworks” in 27 CFR § 555.11.

The regulations at 27 CFR, Part 555, require that any person engaging in the business of importing, manufacturing, dealing in, receiving or transporting display fireworks must first obtain a federal explosives license

or permit from Bureau of Alcohol, Tobacco, Firearms and Explosives (“ATF”) for the specific activity.

c. PROFESSIONAL FIREWORKS COMPANY:

A company which engages in the business of designing and executing (pyrotechnic) fireworks displays for public celebrations and private parties and events. A professional fireworks company must have an ATF license or permit.

(2) POSSESSION AND USE, STATE STATUTES ADOPTED.

Possession and use of fireworks shall be regulated according to the provisions of Section 167.10, of the Wisconsin Statutes, as the same are from time to time amended, which are hereby adopted and incorporated by reference herein. In the event of a conflict between this Section and 167.10 of the Wisconsin Statutes, whichever provision is stricter shall apply.

(3) USER’S PERMIT.

a. No person may possess or use fireworks without a user’s permit which may be issued by the Village President. A user’s permit, if issued, shall authorize the holder of the user’s permit to use fireworks for a public or private display as identified in the user’s permit. Application for issuance of a user’s permit shall be submitted to the Village Clerk-Treasurer, at least fourteen (14) days prior to the date of proposed use, on forms provided by the Village Clerk-Treasurer, together with a user’s permit fee of One Hundred Dollars (\$100.00) or such other amount may be determined by resolution by the Village Board from time to time.

i. All applicants for a user’s permit shall be referred to the Fire Chief for investigation, and no user’s permit shall be granted unless the Village President, based upon the report of the Fire Chief, determines that the applicant will use the fireworks in a public or private display, that all reasonable precautions will be exercised with regard to the protection of the lives and property of all persons, and that the display will be handled by a competent operator and conducted in a suitable, safe place and manner. Before granting any fireworks permit, the applicant shall file with the Village Clerk-Treasurer, a Certificate of Liability Insurance issued by an insurance company issuing liability and property damage insurance coverage for the property upon which the display will be conducted, or any insurance company authorized to write such policies in the State of Wisconsin, in the amount of One Million Dollars (\$1,000,000.00) for bodily injury to any one person, and in the amount of One Million Dollars (\$1,000,000.00) for damage to property that may arise by reason of use or discharge of the fireworks under the user’s permit. The Village shall be named as an

additional insured under the terms of all such policies issued to a professional fireworks company for display fireworks.

- ii. Any user's permit issued under this Section shall specify all of the following:
 - A. The name and address of the permit holder.
 - B. The date on and after which fireworks may be purchased.
 - C. The kind and quality of fireworks which may be purchased.
 - D. The date, time and location of authorized use.
 - E. Such other information as may be required by the Village, from time to time. Notice of issuance of a user's permit shall be given to the fire department and police department at least forty-eight (48) hours before the date of authorized use.
- iii. The following additional requirements shall apply to user's permits issued under this Section:
 - A. Each user's permit shall be valid for one (1) day and for one (1) fireworks exhibition.
 - B. No more than three (3) user's permits for consumer fireworks exhibitions may be issued to any one (1) person or for any premises for any calendar year.
 - C. No user's permits shall be issued to persons under the age of eighteen (18) years.
 - D. The hours for user's permits shall be from 10:30 a.m. to 11:00 p.m.; except on the July Fourth holiday when the hours for user's permits shall be from 8:00 a.m. – 11:00 p.m.
 - E. User's permits shall be limited to the specific premises identified in the user's permit.
 - F. The Village Clerk-Treasurer shall mail written notice of the issuance of a user's permit to owners of the property immediately surrounding and within at least two hundred fifty (250) feet of the boundary of premises for which a user's permit is issued at least forty-eight (48) hours before the date of authorized use.

(4) ENFORCEMENT.

- a. In addition to other penalties prescribed under this Section, the Village may petition the Circuit Court for an order enjoining any violation of this Section or Section 167.10 of the Wisconsin Statutes.
- b. Any fireworks stored, handled, sold, possessed or used by any person who violates any provision of this Section shall be seized. The fireworks shall be destroyed after conviction for a violation or otherwise returned to the owner.

(5) PENALTIES.

Any person who shall violate any provision of this Section shall, upon conviction, pay a forfeiture of not less than One Hundred Dollars (\$100.00) nor more than Five Hundred Dollars (\$500.00), together with the costs of the action, and upon default of payment thereof, shall be imprisoned in the county jail for a period not to exceed ninety (90) days or until such forfeiture and costs are paid. Each day during which a violation of this Section is permitted to exist shall be deemed to be a separate violation.

Adopted this _____ day of _____, 2025.

VILLAGE OF CHENEQUA

By: _____
Jo Ann Villavicencio
Village President

ATTEST:

Deanna Braunschweig
Village Clerk – Treasurer

Date Adopted: _____

Date Published: _____

Effective Date: _____

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**Village of Chenequa
ORDINANCE NO. 2024**

**AN ORDINANCE ~~CREATING~~AMENDING AND RESTATING SECTION ~~8.26~~8.27 OF
THE CHENEQUA VILLAGE CODE REGULATING FIREWORKS ~~AND~~
~~RENUMBERING THE FORMER SECTION 8.26, ENTITLED STATUTES ADOPTED,~~
~~TO SECTION 8.27~~**

WHEREAS, the Village is empowered, pursuant to Chapter 167 of the Wisconsin Statutes, to regulate the sale, possession and use of fireworks; and

WHEREAS, the Village Board finds and determines that the ~~establishment~~amendment of ordinance provisions regulating the sale, possession and use of fireworks is necessary and appropriate to further the public health, safety and welfare, within the Village.

NOW, THEREFORE, BE IT ORDAINED, that Section ~~8.26~~8.27 of the Village Code is hereby ~~created~~amending and restating as follows:

~~8.26~~8.27 Fireworks Regulations.

(1) DEFINITIONS.

The definitions contained in the Wisconsin Statutes, and more specifically, Section 167.10 of the Wisconsin Statutes, as the same may be amended from time to time, shall apply to all terms contained in this Section, unless otherwise specifically set forth in this Section.

In addition, for the purpose of this Chapter, certain terms and words are defined as follows:

a. CONSUMER FIREWORKS:

Small fireworks typically sold at stands or stores around the Fourth of July holiday. Small fireworks include ground devices containing less than fifty (50) milligrams of flash powder, and aerial devices containing less than one hundred thirty (130) milligrams of flash powder.

b. DISPLAY FIREWORKS:

Large fireworks used in shows, generally under the supervision of a trained pyrotechnician. Display fireworks include aerial shells, cakes, candles, and other display pieces that meet the definition of “display fireworks” in 27 CFR § 555.11.

The regulations at 27 CFR, Part 555, require that any person engaging in the business of importing, manufacturing, dealing in, receiving or

transporting display fireworks must first obtain a federal explosives license or permit from Bureau of Alcohol, Tobacco, Firearms and Explosives (“ATF”) for the specific activity.

c. PROFESSIONAL FIREWORKS COMPANY:

A company which engages in the business of designing and executing (pyrotechnic) fireworks displays for public celebrations and private parties and events. A professional fireworks company must have an ATF license or permit.

(2) POSSESSION AND USE, STATE STATUTES ADOPTED.

Possession and use of fireworks shall be regulated according to the provisions of Section 167.10, of the Wisconsin Statutes, as the same are from time to time amended, which are hereby adopted and incorporated by reference herein. In the event of a conflict between this Section and 167.10 of the Wisconsin Statutes, whichever provision is stricter shall apply.

(3) USER’S PERMIT.

- a. No person may possess or use fireworks without a user’s permit which may be issued by the Village President. A user’s permit, if issued, shall authorize the holder of the user’s permit to use fireworks for a public or private ~~celebration~~display as identified in the user’s permit. Application for issuance of a user’s permit shall be submitted to the Village Clerk-Treasurer, at least fourteen (14) days prior to the date of proposed use, on forms provided by the Village Clerk-Treasurer, together with a user’s permit fee of One Hundred Dollars (\$100.00) or such other amount may be determined by resolution by the Village Board from time to time.
 - i. All applicants for a user’s permit shall be referred to the Fire Chief for investigation, and no user’s permit shall be granted unless the Village President, based upon the report of the Fire Chief, determines that the applicant will use the fireworks in a public or private ~~exhibition~~display, that all reasonable precautions will be exercised with regard to the protection of the lives and property of all persons, and that the display will be handled by a competent operator and conducted in a suitable, safe place and manner. Before granting any fireworks permit, the applicant shall file with the Village Clerk-Treasurer, a Certificate of Liability Insurance issued by an insurance company issuing liability and property damage insurance coverage for the property upon which the display will be conducted, or any insurance company authorized to write such policies in the State of Wisconsin, in the amount of One Million Dollars (\$1,000,000.00) for bodily injury to any one person, and in the amount of One Million Dollars (\$1,000,000.00) for damage to property that may arise by

reason of use or discharge of the fireworks under the user's permit. The Village shall be named as an additional insured under the terms of all such policies issued to a professional fireworks company for display fireworks.

ii. Any user's permit issued under this Section shall specify all of the following:

- A. The name and address of the permit holder.
- B. The date on and after which fireworks may be purchased.
- C. The kind and quality of fireworks which may be purchased.
- D. The date, time and location of authorized use.
- E. Such other information as may be required by the Village, from time to time. Notice of issuance of a user's permit shall be given to the fire department and police department at least forty-eight (48) hours before the date of authorized use.

iii. The following additional requirements shall apply to user's permits issued under this Section:

- A. Each user's permit shall be valid for one (1) day and for one (1) fireworks exhibition.
- B. No more than three (3) user's permits for consumer fireworks exhibitions may be issued to any one (1) person or for any premises for any calendar year.
- C. No user's permits shall be issued to persons under the age of eighteen (18) years.
- D. The hours for user's permits shall be from 10:30 a.m. to 11:00 p.m.; except on the July Fourth holiday when the hours for user's permits shall be from 8:00 a.m. – 11:00 p.m.
- E. User's permits shall be limited to the specific premises identified in the user's permit.
- F. The Village Clerk-Treasurer shall mail written notice of the issuance of a user's permit to owners of the property immediately surrounding and within at least two hundred fifty (250) feet of the boundary of premises for which a user's permit is issued at least forty-eight (48) hours before the date of authorized use.

(4) ENFORCEMENT.

- a. In addition to other penalties prescribed under this Section, the Village may petition the Circuit Court for an order enjoining any violation of this Section or Section 167.10 of the Wisconsin Statutes.
- b. Any fireworks stored, handled, sold, possessed or used by any person who violates any provision of this Section shall be seized. The fireworks shall be destroyed after conviction for a violation or otherwise returned to the owner.

(5) PENALTIES.

Any person who shall violate any provision of this Section shall, upon conviction, pay a forfeiture of not less than One Hundred Dollars (\$100.00) nor more than Five Hundred Dollars (\$500.00), together with the costs of the action, and upon default of payment thereof, shall be imprisoned in the county jail for a period not to exceed ninety (90) days or until such forfeiture and costs are paid. Each day during which a violation of this Section is permitted to exist shall be deemed to be a separate violation.

~~AND BE IT FURTHER ORDAINED, that the former Section 8.26 of the Village Code, entitled Statutes Adopted, is hereby renumbered to Section 8.27 of the Village Code.~~

Adopted this _____ day of _____, 2025.

VILLAGE OF CHENEQUA

By: _____
Jo Ann Villavicencio
Village President

ATTEST:

Deanna Braunschweig
Village Clerk – Treasurer

Date Adopted: _____

Date Published: _____

Effective Date: _____

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Summary report: Litera Compare for Word 11.10.1.2 Document comparison done on 9/24/2025 4:17:59 PM	
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Original DMS: iw://michaelbest-mobility.imatech.com/MBF/39702796/1	
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Changes:	
<u>Add</u>	38
Delete	13
Move From	0
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<u>Table Insert</u>	0
Table Delete	0
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Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	51

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF CHENEQUA AND WAUKESHA COUNTY

Regarding the Municipal Recycling Dividend Program

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is between the Village of Chenequa (“Municipality”) and Waukesha County – Department of Parks and Land Use (“County”) a body corporate and politic. The Village of Chenequa a municipal corporation and County may be referred to individually or collectively in the Agreement as the “Party” or “Parties” respectively.

RECITALS

WHEREAS, since 1990, the County has served as a “Responsible Unit” (“RU”) for recycling under Chapter 287 Wisconsin Statutes for twenty-five (25) participating communities through a Resolution, including the Municipality;

WHEREAS, the public/private partnership at the County-owned Material Recovery Facility in Waukesha has allowed the County to provide participating communities over \$20 million in tax relief (“dividend payments”) and numerous services at no cost, such as recyclable processing, public education programs, household recyclable containers, special event containers and regional recyclable drop-off boxes;

WHEREAS, between 2007 and 2012, a series of independent and joint studies were completed by both the County and the City of Milwaukee (“City”) to determine the best future path for recyclable processing to adapt to the industry trend of single sort collection and processing systems;

WHEREAS, in 2014, after completing a competitive joint request for proposal (RFP) process, the County and City executed an intergovernmental agreement and concurrent contracts with a private company to design, build and operate a Joint City/County MRF in Milwaukee (“Joint MRF”), which began processing single sort recyclables for both communities in March 2015;

WHEREAS, in 2021, the County and participating communities convened a Recycling Dividend Workgroup to discuss financial support for municipal recycling costs; and

WHEREAS, in accordance with the final recommendations of the Recycling Dividend Workgroup, a formulaic approach will be utilized in determining when dividend payments may be made to participating communities as financial support for municipal recycling costs, and when tipping fees may be charged to participating communities in order to maintain an appropriate MRF Fund Working Capital balance.

WHEREAS, on May 31, 2023, the Joint MRF experienced a fire which left the building and equipment significantly damaged, rendering it unable to accept recyclables for processing; and

WHEREAS, on November 13, 2024, Request for Proposal (“RFP”) #2024034 Waukesha County Materials Recycling Processing and Marketing was released; and

WHEREAS, on April 22, 2025 the Waukesha County Board of Supervisors ordained Service Contract 2024034 for Processing of Recyclable Materials for Waukesha County with Waste Management of Wisconsin, Inc., which is on file in the Office of the County Clerk;

NOW THEREFORE, in consideration of these premises, the County, serving as the RU, and the Municipality, as a participating community, hereby agree as follows:

SECTION 1

SERVICES BY THE MUNICIPALITY

- a. Delivery of Recyclables to MRF. The Municipality shall, through its solid waste collection contract, require: 1) all recyclables to be hauled directly to a designated facility as directed by Waukesha County (the “MRF”). As of May 1, 2025, the designated recycling facility is the Waste Management of Wisconsin, Inc. materials recycling facility located at W132N10487 Grant Dr. Germantown, WI 53022 ; and 2) the Municipality’s solid waste collector (“SWC”) to coordinate with the County and the MRF operator the delivery of recyclables to the MRF at times that maximize efficiencies at the scale and tip floor and minimize traffic back-ups.
- b. Downtime. In the event that the designated recycling facility is unable to receive or process recyclable material to its full capacity as a result of a planned or unplanned downtime event, the designated facility operator is contractually obligated to Waukesha County to continue to operate, if feasible and commercially practical, to the extent of its reduced capacity and find an alternative solution wherein the remaining recyclable material is responsibly processed at a self-certified materials recovery facility and under the guidelines of the contract with Waukesha County at no additional cost to the County.
- c. Record Keeping and Reporting. The Municipality shall keep records and, through an Internet-based County reporting system, provide annual data required to complete DNR Recycling Grant application and annual reports in accordance with the Waukesha County Code of Ordinances. Additionally, the Municipality shall, through their solid waste collection contract, require their SWC to keep records, provide the necessary data and reports to the County, maintain compliance with applicable state or local codes, program rules, and to comply with the requirement for delivery of recyclables to the MRF. This includes, but is not limited to, providing up-to-date information on haul routes, collection days, and contamination.
- d. Collection Contracts. The Municipality shall provide the County a current copy of their solid waste collection contract including any future amendments or contracts.

- e. Solid Waste Collection Contract Compliance Requirements. The Municipality shall attach and incorporate the attached Exhibit B into the terms of their solid waste collection contract, which describes the Municipality's solid waste and recycling hauler requirements contained in this Agreement.
- f. Responsible Contact. Municipality will designate an individual to serve as the Responsible Contact to receive recycling updates from the County and participate in the Recycling Dividend Workgroup as further defined in this Agreement.

SECTION 2

SERVICES BY THE COUNTY

- a. Educational Program Services. The County will provide educational program services in accordance with the requirements of an "effective recycling program" under Chapter NR 544 Wisconsin Administrative Code.
- b. Effective Recycling Program. The County will provide compliance assurance as required of an "effective recycling program" under Chapter NR 544 Wisconsin Administrative Code.
- c. Recycling Updates. The County will provide recycling updates, including but not limited to current contamination rates and current material sale rates. These updates shall be provided to the Municipality's Responsible Contact every two months.
- d. Annual Planning and Implementation Meeting. The County will host an annual program planning and implementation meeting to provide a comprehensive program update to the Municipality.
- e. Components and Calculations. The County will annually provide a list of included components and a calculation for the additional recycling services and education partnership portions of the dividend.
- f. Recycling Dividend Workgroup. The Recycling Dividend Workgroup is composed of volunteer Responsible Contacts from participating communities. The County shall meet with the Recycling Dividend Workgroup as needed and will take into consideration any recommendations of the Recycling Dividend Workgroup on program elements.

SECTION 3

PAYMENTS AND FEES

- a. Dividend Payments. Commencing in 2022, County will calculate dividend payments to Municipality for inclusion in the following budget if as of December 31st of the preceding year in

which the dividend payment is to be calculated, (1) the MRF Fund's Working Capital is above the cap set by the County and as further defined in Exhibit A, Section 1 and (2) the recycling program's audited financial statements show a positive cash flow at the close of the Waukesha County fiscal year as verified in the County's Annual Comprehensive Financial Report.

- i. Working Capital is defined as the current assets minus the current liabilities, exclusive of the following: 1) Funds specifically reserved for equipment repairs or upgrades; 2) Grant funds received in excess of the state's basic recycling grant; and 3) The recycling consolidation grant to Responsible Units.
 - ii. Positive cash flow is defined as the positive net change in Working Capital from the previous year.
- b. Tipping Fees. Tipping fees may be charged to the Municipality if as of December 31st of the preceding year in which the tipping fee is calculated, the MRF Fund Working Capital is below the floor set by the County and as further defined in Exhibit A, Section 1. Municipality shall pay any tipping fees in accordance with the terms of this Agreement.
- c. Calculation of Dividend Payments and Tipping Fees. Any dividend payments or tipping fees shall be determined by County in accordance with Exhibit A, which is hereby incorporated into the terms of this Agreement.
- d. Timing of Payments and Fees. County will provide status updates regarding estimated dividend payments or tipping fees throughout the auditing and budgeting process. A final invoice if applicable will be issued by March 1 and final payments shall be made by April 1 in the year following the year in which the fee or payment was calculated. Illustration: Audited financials of 2021 are released May 1, 2022. These results are used to determine if there is a dividend payment or tipping fee and the total amount. Staff will calculate each participating community's dividend payment or tipping fee, communicate that to the Municipality, and incorporate it into the budget for the following year. By March 30, 2023 an invoice will be provided (if necessary) and payment will be made by April 1, 2023.

SECTION 4

MISCELLANEOUS

- a. Entire Agreement. This Intergovernmental Agreement between the Village of Chenequa and Waukesha County Regarding the Municipal Recycling Dividend Program constitutes the entire, final, complete, and fully integrated agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior agreements effective May 1, 2025.
- b. Authority and Responsibilities. Nothing in this Agreement forfeits any RU rights and responsibilities of the County, or any other Municipality or County's rights or responsibilities under state or local laws. The County remains responsible for implementing a recycling education program for residents of the Municipality and for complying with other requirements of an "effective recycling program" under Chapter NR 544 Wisconsin Administrative Code.

- c. Responsible Contacts. Upon execution of this Agreement, the County, and the Municipality each shall designate in writing a primary person as a Responsible Contact to be responsible for carrying out the activities described in this Agreement.
- d. Review and Amendments. All changes to the main body of this Agreement shall be mutually agreed upon between the Parties and shall be in writing and designated as written amendments to this Agreement. The County has the authority to change the MRF Fund Working Capital cap and floor balances identified in Exhibit A upon providing twelve months' advance written notice of any changes to the Municipality.
- e. Effective Date and Term. Upon execution by both parties, this Agreement shall become effective on May 1, 2025, and shall remain in effect until December 31, 2034, unless otherwise terminated in writing by either party upon a one (1) year written notice to the other party. Termination of this Agreement does not alter the County's status as the Responsible Unit or the Municipality's responsibilities as a participating community in the Responsible Unit.
- f. Severability. If any clause, provision or section of this Agreement be declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision, or section shall not affect any of the remaining provisions of this Agreement.
- g. Notices. Any and all notices regarding termination of this Agreement shall be in writing and deemed served upon depositing same with the United States postal Services as "Certified Mail, Return Receipt Requested",

Addressed to the Municipality at:

Clerk-Treasurer
31275 W. County Road K
Chenequa, WI 53029

and to the County at:

Recycling and Solid Waste Supervisor
Abbie Liedtke
aliedtke@waukeshacounty.gov
Department of Parks and Land Use
515 W. Moreland Blvd., Room AC 260
Waukesha, WI 53188
262.896.8300

- h. Binding Agreement. This Agreement is binding upon the parties hereto and their respective successors and assigns.

WAUKESHA COUNTY:

By: _____ Date: _____

Dale R. Shaver, Director - Department of Parks and Land Use

MUNICIPALITY

By: _____ Date: _____

Name

Attest: _____

Name, Clerk

EXHIBIT A

Dividend Payment and Tipping Fee Formula

SECTION 1

MRF FUND WORKING CAPITAL

The County will set the MRF Fund Working Capital cap and floor balances to be utilized in determining when a dividend payment or tipping fee will be issued. The County has identified the following minimum balances, excluding grant issued funds and segregated funds for equipment repair and maintenance and efficiency improvement, to be utilized in determining when a dividend payment or tipping fee will be issued:

Cap \$3,500,000.00

Floor \$3,100,000.00

Effective May 1, 2025

The County has the authority to change the MRF Fund Working Capital cap and floor balances upon providing twelve months' advance written notice of any changes to the Municipality. Any changes to these balances will be based upon several factors including but not limited to market conditions, net commodity revenue, the analysis and recommendations of a third-party vendor and input from local subject matter experts.

SECTION 2

DIVIDEND CALCULATION

Dividend payments will be determined when (1) the MRF Fund Working Capital is above the cap identified in Section 1, and (2) the recycling program's audited financial statements of the preceding year show a positive cash flow as defined in Section 3(a) of the Agreement. The Dividend payment calculation will be determined by the County based on County's audited financial statements. This amount shall be divided between the participating communities in the Responsible Unit. The formula utilized by County to determine a Municipality's dividend payment will be based on the following considerations:

- 50% of the dividend will be based upon the proportion of the 5-year average of total eligible costs the Municipality paid for eligible recycling expenses.
- 35% of the dividend will be based upon the number of eligible households in a participating community as a proportion of the total number of eligible households in the program. Eligible households, as defined under Wisconsin Administrative Code NR Chapter 544.04(4), will be identified by the Municipality's January hauling invoice from the SWC or, if not available, according to the County's GIS system. A multiplier of 1, 1.2, 1.4, 1.6, 1.8, or 2 will also be incorporated based on the distance the Municipality is located from the Joint MRF with 1 being the nearest and 2 being the furthest in proximity to the Joint MRF.
- 7.5% of the dividend will be based upon additional recycling services Municipality provides for its residents or all County residents for a minimum of 12 months. In order to qualify, Municipality must provide evidence of said services that is satisfactory to the County. A list of qualifying services and the corresponding scores will be provided on an annual basis to the participating communities. The number of services provided and whether the services are provided to all County residents or the participating community's residents will earn the Municipality a score of 0, 0.5, 2, or 3. A numerical assignment of 3 represents the highest number of services provided.
- 7.5% of the dividend will be allocated based on education and outreach partnership opportunities in which a Municipality collaborates with the County. A list of qualifying opportunities and the corresponding scores will be provided on an annual basis to the participating communities. The number of services provided and whether the services are provided to all County residents or the municipalities' residents will earn Municipality a score of 0, 1, 2, or 3, with 3 being the highest number of qualifying opportunities.

Illustration: Municipality "Y" has a 5-year average of total eligible recycling costs of \$500,000 and the 5-year average of the total eligible recycling costs for all participating communities is \$7,000,000. Municipality "Y" has 4,760 eligible households and the total number of eligible

households for all participating communities is 200,000. Municipality “Y” is located 38 miles away from the Joint MRF, earning a multiplier of 2 for its eligible household points. Municipality “Y” also provided additional services for all County residents earning an additional recycling services score of ‘2’ and partnered on education and outreach with the County, earning an education and partnership score of ‘3’. The total number of additional service points for all participating communities is 14.5 and the total number for education and outreach partnership points is 20. In this illustration, the total dividend available to be divided is \$100,000. Accordingly, Municipality “Y” will receive the following: 1) 7.14% or \$3,570 for its 5-year average of total eligible recycling costs in proportion to the total eligible recycling costs for all participating communities; 2) 4.76% or \$1,666 for its eligible households in proportion to the total number of eligible households in all participating communities after factoring in the multiplier for proximity to the Joint MRF; 3) 13.79% or \$1,034 for additional recycling services; and 4) 15% or \$1,125 for education and outreach partnership opportunities. Therefore, Municipality “Y”’s total dividend payment, after taking into account all of the aforementioned considerations, would amount to \$7,395.

SECTION 3

TIPPING FEE CALCULATION

Tipping Fees may be charged to the Municipality and Municipality agrees to pay same when (1) the MRF Fund Working Capital is below the floor identified in Section 1. The tipping fee calculation will be determined by the County based on the County’s audited financial statements. This amount shall be divided between the participating communities in the Responsible Unit according to the following formula:

$$\text{Fee} = \text{EH} * [(\text{F}-\text{B}) / \text{TH}]$$

Whereas:

- EH = Number of eligible households in a municipality, as defined under Wisconsin Administrative Code NR Chapter 544.04(4), which will be identified by the Municipality’s January hauling invoice from the SWC or, if not available, according to the County’s GIS system
- F=MRF Fund Working Capital floor
- B=Balance of the MRF Fund Working Capital as defined by Section 3(a) of the Agreement and Exhibit A, Sec. 1
- TH = Total eligible households from all participating communities in the County’s RU, as defined under Wisconsin Administrative Code NR Chapter 544.04(4), which will be identified by the municipalities’ January invoices from the SWCs or, if not available, according to the County’s GIS system.

EXHIBIT B

Collection Contract Compliance Items Related to Waukesha County's Municipal Recycling Dividend Program

The Contractor shall comply with the provisions below, which are required to maintain eligibility for payments from Waukesha County ("County") through an intergovernmental agreement (IGA) with [insert Municipality name] or Local Unit of Government ("LUG"). In case of conflict with other provisions of this Contract, this Exhibit shall prevail.

A. Recycling Container Provisions

1. Recycling Container Standards. All recycling containers shall be for single sort recycling and shall meet County standards for in-mold educational labeling, identifying recyclable and non-recyclable/hazardous materials. All containers shall have a 10-year warranty.
2. Distribution and Use of Recycling Containers. Contractor shall, by the dates specified in this Contract, distribute recycling containers to each household/unit served under this Contract. Contractor shall ensure these containers are only used for recycling. Contractor shall notify any non-complying household/unit at the time non-compliance is observed, and shall track and report a summary of non-compliance to the LUG monthly.
3. Distribution of Educational Materials. Contractor shall attach educational materials to the top of each recycling container upon delivery of the containers, as noted above. The educational materials will be provided to the Contractor by the County at no cost to the Contractor.
4. Contractor Report on Containers. Contractor shall provide the County an annual (calendar year) report by March 1 each year on the number and size(s) of recycling containers used within the LUG, including the number of households/units.

B. Direct Haul Provisions

1. Direct Haul. Contractor shall deliver all recyclable materials collected under this Contract to the designated facility identified as Waste Management of Wisconsin, Inc. MRF located at W132N10487 Grant Dr. Germantown, WI 53022
2. Delivery Protocol. Contractor shall coordinate delivery times with the County and the MRF operator (i.e., Waste Management of Wisconsin, Inc.) to maximize efficiencies at the truck scale and tip floor and minimize traffic back-ups. For all recyclable deliveries to the MRF, Contractor shall comply with the County Protocol, which is subject to periodic updates to meet the stated intent.
3. Record Keeping and Reports. Contractor shall keep records 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 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.
4. Alternate Processing. In the event the MRF is unable to accept recyclables the Contractor shall deliver recyclable materials to an alternate location for a designated time, as directed by the County.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE **MUNICIPALITY** AND WAUKESHA COUNTY

Regarding the Municipal Recycling Dividend Program

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is between the **MUNICIPALITY** (“Municipality”) and Waukesha County – Department of Parks and Land Use (“County”) a body corporate and politic. The **MUNICIPALITY** a municipal corporation and County may be referred to individually or collectively in the Agreement as the “Party” or “Parties” respectively.

RECITALS

WHEREAS, since 1990, the County has served as a “Responsible Unit” (“RU”) for recycling under Chapter 287 Wisconsin Statutes for twenty-five (25) participating communities through a Resolution, including the Municipality;

WHEREAS, the public/private partnership at the County-owned Material Recovery Facility (~~“MRF”~~) in Waukesha has allowed the County to provide participating communities over \$2042 million in tax relief (“dividend payments”) and numerous services at no cost, such as recyclable processing, public education programs, household recyclable containers, special event containers and regional recyclable drop-off boxes;

Commented [AL1]: Updated to reflect total dividend payments to communities over the course of the program.

WHEREAS, between 2007 and 2012, a series of independent and joint studies were completed by both the County and the City of Milwaukee (“City”) to determine the best future path for recyclable processing to adapt to the industry trend of single sort collection and processing systems;

WHEREAS, in 2014, after completing a competitive joint request for proposal (RFP) process, the County and City executed an intergovernmental agreement and concurrent contracts with a private company to design, build and operate a Joint City/County MRF in Milwaukee (“Joint MRF”), which began processing single sort recyclables for both communities in March 2015;

WHEREAS, in 2021, the County and participating communities convened a Recycling Dividend Workgroup to discuss financial support for municipal recycling costs; and

WHEREAS, in accordance with the final recommendations of the Recycling Dividend Workgroup, a formulaic approach will be utilized in determining when dividend payments may be made to participating communities as financial support for municipal recycling costs, and when tipping fees may be charged to participating communities in order to maintain an appropriate MRF Fund Working Capital balance.

[Effective May 1, 2025](#)

WHEREAS, on May 31, 2023, the Joint MRF experienced a fire which left the building and equipment significantly damaged, rendering it unable to accept recyclables for processing; and

WHEREAS, on November 13, 2024, Request for Proposal (“RFP”) #2024034 Waukesha County Materials Recycling Processing and Marketing was released; and

WHEREAS, on April 22, 2025 the Waukesha County Board of Supervisors ordained Service Contract 2024034 for Processing of Recyclable Materials for Waukesha County with Waste Management of Wisconsin, Inc., which is on file in the Office of the County Clerk;

NOW THEREFORE, in consideration of these premises, the County, serving as the RU, and the Municipality, as a participating community, hereby agree as follows:

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Commented [AL2]: Added these statements to provide additional program context.

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SECTION 1

SERVICES BY THE MUNICIPALITY

- a. Delivery of Recyclables to Joint MRF. The Municipality shall, through its solid waste collection contract, require: 1) all recyclables to be hauled directly to a designated facility as directed by Waukesha County (the “MRF”). As of May 1, 2025, the designated recycling facility is the Waste Management of Wisconsin, Inc. materials recycling facility located at W132N10487 Grant Dr. Germantown, WI 53022 ~~the Joint MRF located at 1401 W. Mount Vernon Ave, Milwaukee in accordance with Waukesha County Code of Ordinances~~; and 2) the Municipality’s solid waste collector (“SWC”) to coordinate with the City-County and the Joint-MRF operator the delivery of recyclables to the Joint-MRF at times that maximize efficiencies at the scale and tip floor and minimize traffic back-ups.

Commented [AL3]: Remove reference to old recycling facility.

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- ~~b. In the event the Joint MRF is unable to accept recyclables, the Municipality will direct the SWC to deliver recyclable materials to an alternate location for a designated time, as directed by the County, at no additional cost to the Municipality through a contract between the County and the Municipality’s SWC. Downtime. In the event that the designated recycling facility is unable to receive or process recyclable material to its full capacity as a result of a planned or unplanned downtime event, the designated facility operator is contractually obligated to Waukesha County to continue to operate, if feasible and commercially practical, to the extent of its reduced capacity and find an alternative solution wherein the remaining recyclable material is responsibly processed at a self-certified materials recovery facility and under the guidelines of the contract with Waukesha County at no additional cost to the County.~~

Commented [AL4]: WM’s secondary facility which would be utilized for alternate processing is located at: W10700 Brown Deer Rd. Milwaukee, WI 53224.

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b.

- ~~c. Record Keeping and Reporting. The Municipality shall keep records and, through an Internet-based County reporting system, provide annual data required to complete DNR Recycling Grant application and annual reports in accordance with the Waukesha County Code of Ordinances. Additionally, the Municipality shall, through their solid waste collection contract, require their SWC to keep records, provide the necessary data and reports to the County, maintain compliance with applicable state or local codes, program rules, and to comply with the requirement for~~

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Effective May 1, 2025

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 contamination.

C.

- d. Collection Contracts. The Municipality shall provide the County a current copy of their solid waste collection contract including any future amendments or contracts.
- e. Solid Waste Collection Contract Compliance Requirements. The Municipality shall attach and incorporate the attached Exhibit B into the terms of their solid waste collection contract, which describes the Municipality's solid waste and recycling hauler requirements contained in this Agreement.
- f. Responsible Contact. Municipality will designate an individual to serve as the Responsible Contact to receive recycling updates from the County and participate in the Recycling Dividend Workgroup as further defined in this Agreement.

SECTION 2

SERVICES BY THE COUNTY

- a. Educational Program Services. The County will provide educational program services in accordance with the requirements of an "effective recycling program" under Chapter NR 544 Wisconsin Administrative Code.
- b. Effective Recycling Program. The County will provide compliance assurance as required of an "effective recycling program" under Chapter NR 544 Wisconsin Administrative Code.
- c. Recycling Updates. The County will provide recycling updates, including but not limited to current contamination rates and current material sale rates. These updates shall be provided to the Municipality's Responsible Contact every two months.
- d. Annual Planning and Implementation Meeting. The County will host an annual program planning and implementation meeting to provide a comprehensive program update to the Municipality.
- e. Components and Calculations. The County will annually provide a list of included components and a calculation for the additional recycling services and education partnership portions of the dividend.
- f. Recycling Dividend Workgroup. The Recycling Dividend Workgroup is composed of volunteer Responsible Contacts from participating communities. The County shall meet with the Recycling Dividend Workgroup as needed and will take into consideration any recommendations of the Recycling Dividend Workgroup on program elements.

Commented [ALS]: Remove reference to old recycling facility.

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SECTION 3

PAYMENTS AND FEES

- a. Dividend Payments. Commencing in 2022, County will calculate dividend payments to Municipality for inclusion in the following budget if as of December 31st of the preceding year in which the dividend payment is to be calculated, (1) the MRF Fund's Working Capital is above the cap set by the County and as further defined in Exhibit A, Section 1 and (2) the recycling program's audited financial statements show a positive cash flow at the close of the Waukesha County fiscal year as verified in the County's Annual Comprehensive Financial Report.
- Working Capital is defined as the current assets minus the current liabilities, exclusive of the following: 1) Funds specifically reserved for equipment repairs or upgrades; 2) Grant funds received in excess of the state's basic recycling grant; and 3) The recycling consolidation grant to Responsible Units.
 - Positive cash flow is defined as the positive net change in Working Capital from the previous year.
- b. Tipping Fees. Tipping fees shall may be charged to the Municipality if as of December 31st of the preceding year in which the tipping fee is calculated, the MRF Fund Working Capital is below the floor set by the County and as further defined in Exhibit A, Section 1. Municipality shall pay any tipping fees in accordance with the terms of this Agreement.
- c. Calculation of Dividend Payments and Tipping Fees. Any dividend payments or tipping fees shall be determined by County in accordance with Exhibit A, which is hereby incorporated into the terms of this Agreement.
- d. Timing of Payments and Fees. County will provide status updates regarding estimated dividend payments or tipping fees throughout the auditing and budgeting process. A final invoice if applicable will be issued by March 1 and final payments shall be made by April 1 in the year following the year in which the fee or payment was calculated. Illustration: Audited financials of 2021 are released May 1, 2022. These results are used to determine if there is a dividend payment or tipping fee and the total amount. Staff will calculate each participating community's dividend payment or tipping fee, communicate that to the Municipality, and incorporate it into the budget for the following year. By March 30, 2023 an invoice will be provided (if necessary) and payment will be made by April 1, 2023.

Commented [AL6]: 2025 and 2026 would have resulted in tipping fees based on 2023 and 2024 MRF fund balances. The County elected not to pursue tipping fees based on the current circumstances.

SECTION 4

MISCELLANEOUS

- a. Entire Agreement. This Intergovernmental Agreement between the MUNICIPALITY and Waukesha County Regarding the Municipal Recycling Dividend Program constitutes the entire,

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Effective May 1, 2025

final, complete, and fully integrated agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior agreements effective May 1, 2025.

a.b. Authority and Responsibilities. Nothing in this Agreement forfeits any RU rights and responsibilities of the County, or any other Municipality or County's rights or responsibilities under state or local laws. The County remains responsible for implementing a recycling education program for residents of the Municipality and for complying with other requirements of an "effective recycling program" under Chapter NR 544 Wisconsin Administrative Code.

b.c. Responsible Contacts. Upon execution of this Agreement, the County, and the Municipality each shall designate in writing a primary person as a Responsible Contact to be responsible for carrying out the activities described in this Agreement.

e.d. Review and Amendments. All changes to the main body of this Agreement shall be mutually agreed upon between the Parties and shall be in writing and designated as written amendments to this Agreement. The County has the authority to change the MRF Fund Working Capital cap and floor balances identified in Exhibit A upon providing twelve months' advance written notice of any changes to the Municipality.

e.e. Effective Date and Term. Upon execution by both parties, this Agreement shall become effective on May 1, 2025~~January 1, 2023~~, and shall remain in effect until December 31, 2034~~January 1, 2030~~, unless otherwise terminated in writing by either party upon a one (1) year written notice to the other party. Termination of this Agreement does not alter the County's status as the Responsible Unit or the Municipality's responsibilities as a participating community in the Responsible Unit.

Commented [AL7]: This aligns with the County's recycling processing and marketing contract with WM.

e.f. Severability. If any clause, provision or section of this Agreement be declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision, or section shall not affect any of the remaining provisions of this Agreement.

e.g. Notices. Any and all notices regarding termination of this Agreement shall be in writing and deemed served upon depositing same with the United States postal Services as "Certified Mail, Return Receipt Requested",

Addressed to the Municipality at:

MUNICIPALITY ADDRESS

and to the County at:

Recycling and Solid Waste Supervisor
AnaLiese-SmithAbbie Liedtke
aksmithaliedtke@waukeshacounty.gov
Department of Parks and Land Use
515 W. Moreland Blvd., Room AC 260

Effective May 1, 2025

Waukesha, WI 53188
262.896.8300

~~g.h.~~ Binding Agreement. This Agreement is binding upon the parties hereto and their respective successors and assigns.

WAUKESHA COUNTY:

By: _____ Date: _____

Dale R. Shaver, Director - Department of Parks and Land Use

MUNICIPALITY

By: _____ Date: _____

Name

Attest: _____

Name, Clerk

EXHIBIT A

Dividend Payment and Tipping Fee Formula

SECTION 1

MRF FUND WORKING CAPITAL

The County will set the MRF Fund Working Capital cap and floor balances to be utilized in determining when a dividend payment or tipping fee will be issued. The County has identified the following minimum balances, excluding grant issued funds and segregated funds for equipment repair and maintenance and efficiency improvement, to be utilized in determining when a dividend payment or tipping fee will be issued:

| [Effective May 1, 2025](#)

Cap \$3,500,000.00

Floor \$3,100,000.00

The County has the authority to change the MRF Fund Working Capital cap and floor balances upon providing twelve months' advance written notice of any changes to the Municipality. Any changes to these balances will be based upon several factors including but not limited to market conditions, net commodity revenue, the analysis and recommendations of a third-party vendor and input from local subject matter experts.

SECTION 2

DIVIDEND CALCULATION

Dividend payments will be determined when (1) the MRF Fund Working Capital is above the cap identified in Section 1, and (2) the recycling program's audited financial statements of the preceding year show a positive cash flow as defined in Section 3(a) of the Agreement. The Dividend payment calculation will be determined by the County based on County's audited financial statements. This amount shall be divided between the participating communities in the Responsible Unit. The formula utilized by County to determine a Municipality's dividend payment will be based on the following considerations:

- 50% of the dividend will be based upon the proportion of the 5-year average of total eligible costs the Municipality paid for eligible recycling expenses.
- 35% of the dividend will be based upon the number of eligible households in a participating community as a proportion of the total number of eligible households in the program. Eligible households, as defined under Wisconsin Administrative Code NR Chapter 544.04(4), will be identified by the Municipality's January hauling invoice from the SWC or, if not available, according to the County's GIS system. A multiplier of 1, 1.2, 1.4, 1.6, 1.8, or 2 will also be incorporated based on the distance the Municipality is located from the Joint MRF with 1 being the nearest and 2 being the furthest in proximity to the Joint MRF.
- 7.5% of the dividend will be based upon additional recycling services Municipality provides for its residents or all County residents for a minimum of 12 months. In order to qualify, Municipality must provide evidence of said services that is satisfactory to the County. A list of qualifying services and the corresponding scores will be provided on an annual basis to the participating communities. The number of services provided and whether the services are provided to all County residents or the participating community's residents will earn the Municipality a score of 0, 0.5, 2, or 3. A numerical assignment of 3 represents the highest number of services provided.
- 7.5% of the dividend will be allocated based on education and outreach partnership opportunities in which a Municipality collaborates with the County. A list of qualifying opportunities and the corresponding scores will be provided on an annual basis to the participating communities. The number of services provided and whether the services are provided to all County residents or the municipalities' residents will earn Municipality a score of 0, 1, 2, or 3, with 3 being the highest number of qualifying opportunities.

Illustration: Municipality “Y” has a 5-year average of total eligible recycling costs of \$500,000 and the 5-year average of the total eligible recycling costs for all participating communities is \$7,000,000. Municipality “Y” has 4,760 eligible households and the total number of eligible households for all participating communities is 200,000. Municipality “Y” is located 38 miles away from the Joint MRF, earning a multiplier of 2 for its eligible household points. Municipality “Y” also provided additional services for all County residents earning an additional recycling services score of ‘2’ and partnered on education and outreach with the County, earning an education and partnership score of ‘3’. The total number of additional service points for all participating communities is 14.5 and the total number for education and outreach partnership points is 20. In this illustration, the total dividend available to be divided is \$100,000. Accordingly, Municipality “Y” will receive the following: 1) 7.14% or \$3,570 for its 5-year average of total eligible recycling costs in proportion to the total eligible recycling costs for all participating communities; 2) 4.76% or \$1,666 for its eligible households in proportion to the total number of eligible households in all participating communities after factoring in the multiplier for proximity to the Joint MRF; 3) 13.79% or \$1,034 for additional recycling services; and 4) 15% or \$1,125 for education and outreach partnership opportunities. Therefore, Municipality “Y”’s total dividend payment, after taking into account all of the aforementioned considerations, would amount to \$7,395.

SECTION 3

TIPPING FEE CALCULATION

Tipping Fees ~~will~~may be charged to the Municipality and Municipality agrees to pay same when (1) the MRF Fund Working Capital is below the floor identified in Section 1. The tipping fee calculation will be determined by the County based on the County’s audited financial statements. This amount shall be divided between the participating communities in the Responsible Unit according to the following formula:

$$\text{Fee} = \text{EH} * [(\text{F}-\text{B})/\text{TH}]$$

Whereas:

- EH = Number of eligible households in a municipality, as defined under Wisconsin Administrative Code NR Chapter 544.04(4), which will be identified by the Municipality’s January hauling invoice from the SWC or, if not available, according to the County’s GIS system
- F=MRF Fund Working Capital floor
- B=Balance of the MRF Fund Working Capital as defined by Section 3(a) of the Agreement and Exhibit A, Sec. 1
- TH = Total eligible households from all participating communities in the County’s RU, as defined under Wisconsin Administrative Code NR Chapter 544.04(4), which will be identified by the municipalities’ January invoices from the SWCs or, if not available, according to the County’s GIS system.

Effective May 1, 2025

EXHIBIT B

Collection Contract Compliance Items Related to Waukesha County's Municipal Recycling Dividend Program

The Contractor shall comply with the provisions below, which are required to maintain eligibility for payments from Waukesha County ("County") through an intergovernmental agreement (IGA) with [insert Municipality name] or Local Unit of Government ("LUG"). In case of conflict with other provisions of this Contract, this Exhibit shall prevail.

A. Recycling Container Provisions

1. Recycling Container Standards. All recycling containers shall be for single sort recycling and shall meet County standards for in-mold educational labeling, identifying recyclable and non-recyclable/hazardous materials. All containers shall have a 10-year warranty.
2. Distribution and Use of Recycling Containers. Contractor shall, by the dates specified in this Contract, distribute recycling containers to each household/unit served under this Contract. Contractor shall ensure these containers are only used for recycling. Contractor shall notify any non-complying household/unit at the time non-compliance is observed, and shall track and report a summary of non-compliance to the LUG monthly.
3. Distribution of Educational Materials. Contractor shall attach educational materials to the top of each recycling container upon delivery of the containers, as noted above. The educational materials will be provided to the Contractor by the County at no cost to the Contractor.
4. Contractor Report on Containers. Contractor shall provide the County an annual (calendar year) report by March 1 each year on the number and size(s) of recycling containers used within the LUG, including the number of households/units.

B. Direct Haul Provisions

1. Direct Haul. Contractor shall deliver all recyclable materials collected under this Contract to the designated facility identified as Waste Management of Wisconsin, Inc. MRF located at W132N10487 Grant Dr. Germantown, WI 53022 ~~Joint MRF at 1401 W. Mount Vernon Ave., Milwaukee, WI.~~
2. Delivery Protocol. Contractor shall coordinate delivery times with the City of Milwaukee County and the ~~Joint~~ MRF operator (i.e., Republic Services Waste Management of Wisconsin, Inc.) to maximize efficiencies at the truck scale and tip floor and minimize traffic back-ups. For all recyclable deliveries to the ~~Joint~~ MRF, Contractor shall comply with the County Protocol, which is subject to periodic updates to meet the stated intent.
3. Record Keeping and Reports. Contractor shall keep records 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.
4. Alternate Processing. In the event the ~~Joint~~ MRF is unable to accept recyclables the Contractor shall deliver recyclable materials to an alternate location for a designated time, as directed by the County. ~~[Note: Any additional transportation and processing costs will be covered by separate contract with the County or the Joint MRF operator.]~~

Effective May 1, 2025

**VILLAGE OF CHENEQUA
RESOLUTION NO. 2025-10-13-01**

**RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING
FOR THE LAKE COUNTRY FIRE AND RESCUE BUDGET FUNDING AND
STAFFING COMMITMENT AND AN AMENDED LAKE COUNTRY FIRE AND
RESCUE INTERMUNICIPAL AGREEMENT**

WHEREAS, at the Village Board desires to approve a Memorandum of Understanding for the Lake Country Fire and Rescue Budget Funding and Staffing Commitment (“MOU”) and an Amended Lake Country Fire and Rescue Intermunicipal Agreement (“Amendment”); and

WHEREAS, the Village Board reviewed and acted upon a prior version of the Amendment on June 9, 2025; and

WHEREAS, copies of the MOU and the Amendment in current form are on file with the Village Clerk –Treasurer; and

WHEREAS, certain parties to the Amendment are negotiating whether the Initial Term of the Amendment should be for a period of three (3) years rather than two (2) years; and

WHEREAS, the Village Board approves an Initial Term of either three (3) years or two (2) years; and

WHEREAS, the Village Board desires to approve and authorize the execution of the MOU and the Amendment.

NOW THEREFORE BE IT RESOLVED, that the Village Board hereby approves the MOU and the Amendment in the forms on file with the Village Clerk–Treasurer, with an Initial Term for the Amendment of either three (3) years or two (2) years as may be agreed by all parties and with such other minor non-substantive revisions as may be approved by the Village Administrator and Village President, and authorizes and directs the proper Village officers to execute and deliver the MOU and Amendment.

Adopted this 13th day of October, 2025.

VILLAGE OF CHENEQUA

By: _____
Jo Ann F. Villavicencio
Village President

Attest:

Deanna Braunschweig
Village Clerk-Treasurer

Date Adopted: October 13, 2025
Date Published: October 13, 2025
Effective Date: October 13, 2025

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Village of Chenequa

Matthew T. Carney
Administrator/Chief

31275 W County Road K
Chenequa, Wisconsin 53029

October 2nd, 2025

Re: Oak Wilt Disease

Dear Village Trustees

This year marks the Village's 19th consecutive year of monitoring oaks that have contracted the lethal fungus *Bretziella fagacearum* also known as "oak wilt". Over the years, our efforts and coordination with Village residents have overall been successful and seemingly effective. Most residents in Chenequa seem to have a strong understanding of oak wilt and why it is so devastating to our landscape.

For approximately the last 10 years, we had been noticing declining/stabilizing numbers of infected oaks as a result of the aggressive logging that took place in 2015/2016. Unfortunately, due to the severe weather events that occurred in June of 2024, we have observed an uptick in the quantity of red oaks infected with oak wilt. In total, the Village has identified 68 trees that we believe have recently contracted the oak wilt fungus. This is a bit of a reduction from 2024's 92 trees. However, it remains significantly higher than the 40-50 trees per year that we have traditionally been marking. I believe that approximately 70% of the trees we marked this year were infected through root transmission of nearby red oaks. The remaining 30% were likely from oaks that were wounded during our summer storms. Through education and cooperation, it would be our goal to work with homeowners to slow the spread of existing pockets and contain/isolate new pockets that were created this year.

For your review, I have a list of infected trees that were discovered during the 2025 oak wilt monitoring process. All of the residents listed (see next page) will be delivered a letter either in person or via certified mail. This letter is comprised of two documents: 1) A cover letter with more information about the oak wilt fungus (see below), and 2) A formal public nuisance initial notice letter.

It is my opinion that these trees are a hazard to the health and aesthetics of the remaining forestland in Chenequa. These trees have been previously labeled as a public nuisance. It is my opinion that abatement notices be sent to the residents listed, and that the Board consider appropriate course(s) of action to mitigate the spread of this damaging tree disease.

Regards,

A handwritten signature in dark ink, appearing to read "Cody Lincoln", written over a horizontal line.

Cody Lincoln
Village of Chenequa Forestry Department

cc: Matthew T. Carney
Village of Chenequa Administrator/Chief of Police

2025 Oak Wilt Monitoring Field Notes

ID Number –

The identification number corresponds to the number written on yellow tags attached to each surveyed tree.

Graft Distance –

For each tree we document whether or not it is possible for the tree to transmit the oak wilt fungus via root graft.

DBH –

Diameter of tree measured at breast height.

Oak Wilt Field Notes 2025				
CHENEQUA FORESTRY				
DATE	PROPERTY	I.D	Graft Distance	DBH
Sep 9, 2025	Ashbourne LTD	25-001	Yes	8"
Sep 9, 2025	Ashbourne LTD	25-002	Yes	25"
Sep 9, 2025	Ashbourne LTD	25-003	Yes	22"
Sep 9, 2025	Ashbourne LTD	25-004	Yes	14"
Sep 9, 2025	Ashbourne LTD	25-005	Yes	26"
Sep 9, 2025	Ashbourne LTD	25-006	Yes	22"
Sep 9, 2025	Elisabeth Lavery	25-007	Yes	27"
Sep 9, 2025	Scott and Amy Nunnally	25-008	No	41"
Sep 9, 2025	Scott and Amy Nunnally	25-009	Yes	21"
Sep 9, 2025	Famillie Norsee Haus LLC	25-010	Yes	22"
Sep 9, 2025	Andrea Rendleman	25-011	Yes	20"
Sep 9, 2025	Andrea Rendleman	25-012	Yes	24"
Sep 9, 2025	Oosik Investment Partnership	25-013	Yes	44"
Sep 9, 2025	Carol Merkel	25-014	No	14"
Sep 9, 2025	Jake and Lynee Ruiz	25-015	Yes	13"
Sep 9, 2025	Jake and Lynee Ruiz	25-016	Yes	11"
Sep 9, 2025	Jake and Lynee Ruiz	25-017	Yes	11"
Sep 9, 2025	Jake and Lynee Ruiz	25-018	Yes	28"
Sep 9, 2025	Carol Merkel	25-019	Yes	28"
Sep 10, 2025	JGN Family Dynasty	25-020	Yes	15"

Sep 10, 2025	JGN Family Dynasty	25-021	Yes	6"
Sep 10, 2025	John Gehl	25-022	Yes	24"
Sep 11, 2025	John Gehl	25-023	Yes	17"
Sep 11, 2025	Pranke Holding	25-024	No	19"
Sep 11, 2025	Huber Survivors Trust	25-025	No	17"
Sep 11, 2025	Huber Survivors Trust	25-026	No	6"
Sep 11, 2025	Huber Survivors Trust	25-027	No	14"
Sep 11, 2025	Dave and Melissa Meyers	25-028	No	22"
Sep 11, 2025	Rebecca Brumder	25-029	No	18"
Sep 11, 2025	Guy and Katherine Crane	25-030	Yes	14"
Sep 11, 2025	Guy and Katherine Crane	25-031	Yes	15"
Sep 11, 2025	Guy and Katherine Crane	25-032	Yes	17"
Sep 11, 2025	Guy and Katherine Crane	25-033	Yes	21"
Sep 11, 2025	Thomas and Elizabeth Karlson	25-034	Yes	25"
Sep 11, 2025	Winston and Margaret Hollister	25-035	Yes	22"
Sep 11, 2025	Robert and Jo Ann Wagner	25-036	Yes	16"
Sep 11, 2025	Robert and Jo Ann Wagner	25-037	Yes	20"
Sep 11, 2025	William and Linda Surles	25-038	Yes	25"
Sep 15, 2025	Pine Lake Real Properties II	25-039	Yes	12"
Sep 15, 2025	Marc and Jeannie Laurette	25-040	Yes	13"
Sep 15, 2025	Marc and Jeannie Laurette	25-041	Yes	17"
Sep 15, 2025	Marc and Jeannie Laurette	25-042	Yes	24"
Sep 15, 2025	Marc and Jeannie Laurette	25-043	Yes	22"
Sep 15, 2025	Marc and Jeannie Laurette	25-044	Yes	17"
Sep 15, 2025	Marc and Jeannie Laurette	25-045	Yes	23"
Sep 15, 2025	Marc and Jeannie Laurette	25-046	No	32"
Sep 15, 2025	Marc and Jeannie	25-047	Yes	7"

	Laurette			
Sep 15, 2025	Marc and Jeannie Laurette	25-048	Yes	13"
Sep 15, 2025	Marc and Jeannie Laurette	25-049	Yes	14"
Sep 15, 2025	Blue Kettle Properties	25-050	Yes	18"
Sep 15, 2025	Blue Kettle Properties	25-051	Yes	26"
Sep 15, 2025	Blue Kettle Properties	25-052	Yes	22"
Sep 15, 2025	Blue Kettle Properties	25-053	Yes	18"
Sep 15, 2025	Thomson Lane LLC	25-054	Yes	15"
Sep 15, 2025	Thomson Lane LLC	25-055	Yes	22"
Sep 15, 2025	Painted Pines LLC	25-056	Yes	18"
Sep 15, 2025	Painted Pines LLC	25-057	Yes	23"
Sep 15, 2025	Brett and Michelle Stubblefield	25-058	Yes	31"
Sep 15, 2025	S&S Maas LLC	25-059	Yes	20"/23"
Sep 15, 2025	Touchette Trust	25-060	Yes	16"/20"/22"
Sep 15, 2025	Roger C Cloud	25-061	Yes	23"
Sep 15, 2025	Roger C Cloud	25-062	Yes	21"
Sep 15, 2025	Roger C Cloud	25-063	Yes	23"
Sep 15, 2025	Roger C Cloud	25-064	Yes	25"
Sep 15, 2025	Roger C Cloud	25-065	Yes	8"
Sep 15, 2025	Roger C Cloud	25-066	Yes	9"
Sep 15, 2025	Mark and Heidi vonHagke	25-067	Yes	28"
Sep 15, 2025	Mark and Heidi vonHAgke	25-068	Yes	16"



Village of Chenequa

Matthew T Carney
Administrator/Chief

31275 W County Road K
Chenequa, Wisconsin 53029

October 14th 2025

Re: Oak Wilt Disease

Dear Village of Chenequa Resident:

Oak wilt is a fungal disease affecting oak trees in the forests throughout the Village of Chenequa. The fungus spreads from diseased to healthy trees, via insects overland, or by connections between the tree roots underground. Removing infected oaks and chemically killing the stump is the best way to manage oak wilt.

Before removing trees, it is advised to disrupt the root grafts between the infected and other nearby oaks. The best method to disrupt root grafts is by using a technique known as trenching. This method involves the use of machinery to cut roots to a depth of up to 5 feet, this effectively separates the healthy from infected trees. Once the tree has been cut down, it is important to properly dispose of the wood. If the wood is kept as firewood, cut, split and remove the bark to speed up the drying process. Once the wood is dry, it can no longer support the oak wilt fungus. If the wood is not discarded immediately, it is recommended that remaining logs with bark in-tact should be covered with a tarp from April-August and the edges of the tarp buried in the ground to prevent transmission.

The forests throughout the Village of Chenequa have an overwhelmingly high population of mature red oaks. The loss of these trees can have a huge impact on the landscape as well as your property value. Through cooperative efforts, the Village of Chenequa Forestry Department has been working to reduce the oak wilt loss in our Village. We have been surveying the properties in our area identifying infected trees. You may have infected trees on your property. The suspected trees have been marked with orange ribbon. If you have difficulty locating these trees, we will be happy to assist you.

Attached is a formal letter giving notice of the Village Board meeting to be held where the requirement of abatement or removal of infected trees will be discussed. This is to minimize further damage to the forests in the Village of Chenequa. If you wish, a laboratory test can be arranged to verify the field diagnosis.

Please don't hesitate to contact us with any questions or concerns you may have regarding this disease or the requested removal of your trees. This is in the best interest of the Village and the preservation of its natural forests.

Thank you for your assistance and cooperation in this very important matter.

Regards,

A handwritten signature in dark ink, appearing to read "Cody Lincoln", written over a horizontal line.

Cody Lincoln
Village of Chenequa Forestry Department



Village of Chenequa

Matthew T. Carney
Administrator/Chief

31275 W County Road K
Chenequa, Wisconsin 53029

October 14th, 2025

Mr. / Mrs. _____
Address _____

Ref. Oak Wilt
Tree identification number(s) _____.

Dear Mr. / Mrs. _____

This letter is to inform you that the Village of Chenequa Forestry Department has found ***[INCLUDE DETAILED DESCRIPTION OF VEGETATION AFFECTED, INCLUDING SPECIFIC LOCATION]*** trees on your property which show symptoms of Oak Wilt disease.

Oak Wilt is a lethal disease which can threaten surrounding trees on your property and those of your neighbors. It is caused by a fungus and, once infected, red oaks typically die within 4-6 weeks of initial symptoms. Proper treatment and timing are critical to minimizing further loss of trees within the Village. If you wish, a laboratory test can be arranged to verify the field diagnosis.

Oak Wilt disease is a serious condition which constitutes a public nuisance. In particular, Section 8.24(6) of the Village Code of Ordinance provides, in part:

“Any tree or part thereof, whether alive or dead, which is infected or hazardous so as to endanger the public or other trees, plants, or shrubs growing within the Village of Chenequa, whether growing upon public or private premises is hereby declared a public nuisance. No person shall permit any such public nuisance to remain on any premises owned or controlled by such person within the Village.”

Be advised that the Village Board will be considering what actions need to be taken to address this public nuisance, including but not limited to requiring you, the property owner, to abate and/or remove affected trees in accordance with the Village Code of Ordinances and Wisconsin state law, at the next Village Board meeting. This is a virtual meeting conducted via Zoom, the date and time of which are detailed below:

Monday, November 10th 2025
Virtual Meeting Via Zoom or at Chenequa Village Hall
Immediately Following the 6:00 p.m. Plan Commission Meeting

In the event you would like to contest, appeal or comment on this matter, you are invited to attend this meeting virtually. **Please notify the Village Clerk five (5) days before the meeting date that you would like to attend. Login information to join this meeting will be provided on the Village website.** If you cannot attend this meeting, but wish to provide additional information as it relates to the finding of Oak Wilt on your property, or if you are not the owner of the at-issue property, please contact the Village Clerk prior to the meeting.

The Village will continue to monitor the tree(s) and the surrounding area for additional diseased trees in order to preserve the character of the Village, to conserve the value of the property therein, and to protect its ecology. Please contact the Village if you have any questions.

Sincerely,

Matthew T. Carney
Village Administrator / Police Chief

cc: Cody Lincoln, Village Forester
Deanna Braunschweig, Village Clerk