



AGENDA
Village of Chenequa
Monday, November 10, 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 which is scheduled for 6:00 p.m. on Monday, November 10, 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

Public Hearing: *2025 Budget for the Village of Chenequa*

Matter: The purpose of the public hearing is to accept public comment on the proposed 2026 Budget for the Village of Chenequa

Public comment period

Adjourn Public Hearing

- 1) Public comment period: *Public comments on any subject without any action, except possible referral to a governmental body or staff member.*
- 2) Review and consider action on Fourth Amendment to the Intergovernmental Municipal Agreement with Lake Country Fire and Rescue.
- 3) Review and consider action on a Resolution to Approve Special Charges to be Placed on the 2025 Tax Roll; *Resolution No. 2025-11-10-01.*
- 4) The Chenequa Village Board may enter into closed session pursuant to Wisconsin State Statute §19.85(1)(f) for consideration of specific personnel problems or the investigation of charges against specific persons.
- 5) Review and consider action on a Resolution for the 2026 Budget Adoption and Tax Levy for the Village of Chenequa: *Resolution No. 2025-11-10-02.*
- 6) Approval of minutes from the Village Board meeting on October 13, 2025.
- 7) Approval of Invoices.
- 8) Review and consider action on a proposal to remodel the existing primary dwelling at 5219 N State Road 83, submitted by Hello Starling LLC. (Tax Key No. CHQV 0417.992.007)
- 9) Review and consider action on a proposed landscape plan at 6013 N State Road 83 submitted by Brett and Michelle Stubblefield. (Tax Key No. CHQV 0398.987)
- 10) Review and consider Assignment and Assumption of Conservation Easement on Pheasant Drive. (Tax Key No. CHQV 0414.990.005 a/k/a Tall Pines Conservancy, Inc.)

- 11) Review and consider action on a Certified Survey Map submitted by J Carl Ernst of W307 N8405 Laskin Road (MRTT 0326.998.005) in the Town of Merton, Waukesha County, Wisconsin per Village Code 6.18(16) Extraterritorial Jurisdiction.
- 12) Review and consider action on a Grant Project Resolution from the Department of Natural Resources (DNR) for the purpose of A Point Intercept Survey and Management Plan Update for Pine Lake.
- 13) Review and consider action on the 2026 Services Agreement providing Animal Control & Humane Officer Services with Elmbrook Humane Society, Inc.
- 14) Review and consider action on 68 difference properties within the Village for violations of Village Ordinance 3.07(7) Notice to Abate Public Nuisances: *Resolution No. 2025-11-10-03*.
- 15) Report – Forester
- 16) Report – Captain of Police
- 17) Report – Village Administrator
- 18) Report – Village President
- 19) Report – Village Attorney
- 20) Agenda items to be considered for future meetings
- 21) Adjournment

Respectfully submitted by:
Pamela Ann Little, Village Clerk

To participate via Zoom:

<https://us02web.zoom.us/j/86200961429?pwd=V9ZSu5SsoISsHKUrGxCyLKpOngwZHi.1>

Meeting ID is 862 0096 1429 and the Passcode is 580449

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 attend 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 Wednesday, November 6, 2025, by 4:30 PM

FOURTH AMENDMENT TO THE LAKE COUNTRY FIRE & RESCUE INTERMUNICIPAL AGREEMENT

WHEREAS, the Village Boards of Chenequa, Nashotah, Oconomowoc Lake and Wales, the Town Boards of Delafield and Genesee and the Common Council of the City of Delafield (collectively the “Municipalities”) entered into the Lake Country Fire & Rescue (“LCFR”) Intermunicipal Agreement (hereinafter the “Agreement”) to provide fire and paramedic protection by a joint Fire Department for all persons and properties located within the Municipalities and consistent with intergovernmental cooperation as described in s. 66.0301, Wis. Stats; and

WHEREAS, it was the common belief of the participating Municipalities that greater protection against fire losses within the Municipalities could be secured more effectively by the joint ownership and operation of fire equipment and emergency medical service equipment and that a more effective Fire Department could be promoted by the joint and mutual cooperation of the Municipalities, and that the cost of protection could be more equitably shared; and

WHEREAS, pursuant to Article X of the Agreement, the Municipalities may alter, amend, and/or rescind all or any of the provisions of the Agreement upon the approval of all of the Municipalities, and any amendment may be adopted by each Municipality individually and without corresponding signatures from the other Municipalities, and a duplicate original has the same validity as a signed amendment on a single legal instrument; and

WHEREAS, the Municipalities agree that an amendment to the terms of the Agreement is necessary to address budget and other concerns (hereinafter the “Amendment”); and

WHEREAS, the Municipalities agree that in order to address the budget concerns, the constraints included in Article V, Section I.1.c) would need to be revised to allow for a greater annual operating budget increase than what the original terms of the Agreement allows; and

WHEREAS, the Municipalities agree to revise the Agreement with this Amendment in order to address upcoming budgetary concerns; and

WHEREAS, the Municipalities also agree that a new funding formula revising the way in which the Municipalities calculate their total operations contributions is necessary; and

WHEREAS, the new funding formula calculations (the “2026 Funding Formula”) are set forth on Appendix B attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Municipalities agree to amend the Agreement as set forth below:

SECTION 1. Article V entitled “Fire Board”, Section I. entitled “Budget”, Subsection 1. entitled “Fire Department Budget”, Subsection c) is hereby stricken and replaced as follows:

LCFR’s budget may only increase in a manner that allows its owner Municipalities to increase their levy in accordance with Wisconsin State Statute 66.0602 (3)(h) 2. a. which states that the total charges assessed by the Fire Department for the current year increase, relative to the total charges assessed by the Fire Department for the previous year, by a percentage that is less than or equal to the percentage change in the U.S. consumer price index for all urban consumers, U.S. city average, as determined by the U.S. department of labor, for the 12 months ending on August 31 of the year of the levy, plus 2 percent, except as follows:

LCFR’s 2026 Operating Budget. The Municipalities agree for the calendar year 2026 operating budget only, the aforementioned restriction shall not apply. **The 2026 Lake Country Fire & Rescue operating budget is outlined in Appendix A attached hereto.**

SECTION 2. The 2026 Funding Formula is hereby approved and adopted and the Municipalities financial contribution to the 2026 Fire Department operating budget shall be based upon the 2026 Funding Formula.

SECTION 3. The Municipalities acknowledge that they are currently negotiating an Amended and Restated Agreement (the “Global Amendment”). In the event that the Global Amendment is not approved and executed by all of the Municipalities by May 31, 2026; then each Municipality agrees to introduce a Resolution approving the execution and delivery of a Fifth Amendment, in substantially the same form as this Fourth Amendment, addressing LCFR(s) 2027 Operating Budget.

SECTION 4. If any term contained in this Amendment conflicts with a term in the Agreement, this Amendment shall control.

[Signature Pages to Follow]

Appendix A to the Fourth Amendment to LCFR IMA

2026 Operations Budget

Municipal Contribution	\$4,824,221.07
Department Generated Revenues	\$2,235,058.43
Fund Balance Contribution	\$516,000
Total 2024 LCFR Operating Budget	\$7,575,279._____

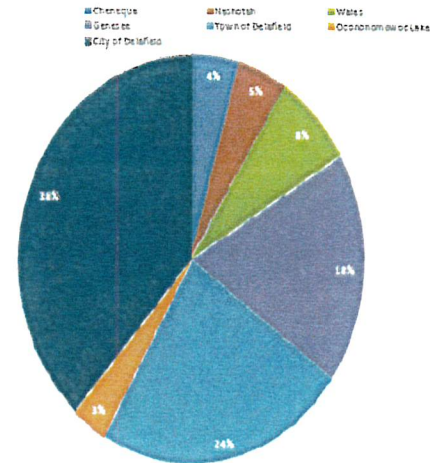
Appendix B to the Fourth Amendment to LCFR IMA

Lake Country Fire and Rescue 2026

Ops Budget	\$4,824,221.07	Base	
Percent through base	32.56%	Chenequa	6.00%
Amount through base	\$1,567,671.85	Nashotah	6.00%
Amount through formula	\$3,256,549.22	Wales	5.00%
		Genesee	13.00% Checksum
		T/Del	20.50% 100.00%
		Oconomowoc Lst	3.50%
		C/Del	46.00%

CALL VOLUME		POPULATION		Formula Checksum	100.00%
50.00%		25.00%			
EV - Improvements		EV - Land			
25.00%		0.00%			
Operations					
Community	Base	Formula	Total Operations	Capital	Total Contribution
Chenequa	\$94,072.31	\$121,476.12	\$215,548.43	\$58,882.76	\$274,431.19
Nashotah	\$94,072.31	\$126,387.39	\$220,459.70	\$65,076.08	\$285,537.78
Wales	\$78,383.59	\$283,824.36	\$362,207.95	\$70,359.30	\$432,577.25
Genesee	\$203,823.34	\$679,587.69	\$883,411.03	\$176,129.96	\$1,059,540.99
Town of Delafield	\$321,413.73	\$812,505.11	\$1,133,918.84	\$267,213.95	\$1,401,132.79
Oconomowoc Lake	\$54,875.51	\$102,088.95	\$156,964.46	\$40,801.92	\$197,766.38
City of Delafield	\$721,221.05	\$1,130,499.57	\$1,851,720.62	\$446,534.02	\$2,296,254.64
		Checksum	\$4,824,221.07	\$1,125,000.00	\$5,949,221.07

TOTAL OPERATIONS CONTRIBUTIONS



Percentage % of Budget	Calls For Service			
	\$1,628,175			
Community	2022	2023	2024	Average Calls
Chenequa	55	86	90	77.00
Nashotah	64	84	92	80.00
Wales	166	232	193	197.00
Genesee	409	416	585	463.33
Town of Delafield	488	460	513	487.00
Village of Oconomowoc Lake	51	56	59	54.00
City of Delafield	1033	925	1016	992.00
Totals	2266	2258	2347	2290.33

Share of the Operating Budget (Call Volume)

Chenequa	\$54,736.51
Nashotah	\$56,871.18
Wales	\$149,045.29
Genesee	\$286,725.55
Town of Delafield	\$346,293.33
Village of Oconomowoc Lake	\$38,386.05
City of Delafield	\$765,202.68
Total	\$1,628,174.61

2021	Population		
	\$814,087		
2022	2023	2024	Average Pop
593	530	527	550.00
1359	1319	1306	1328.00
2609	2917	2911	2832.33
7428	7167	7167	7260.67
8614	8148	8096	8286.00
607	672	667	662.00
7235	7172	7141	7182.67
28505	27845	27715	28021.67

Share of the Operating Budget (Population)

Chenequa	\$16,978.64
Nashotah	\$38,581.14
Wales	\$82,285.13
Genesee	\$210,937.37
Town of Delafield	\$240,725.42
Village of Oconomowoc Lake	\$16,908.39
City of Delafield	\$208,671.30
Total	\$814,087.31

\$814,087			
2022	2023	2024	Av Eq Values
\$299,707,600	\$369,124,500	\$403,489,000	\$357,440,366.67
\$186,693,800	\$221,242,400	\$245,167,600	\$212,701,266.67
\$366,266,800	\$442,353,900	\$490,485,300	\$434,035,333.33
\$1,070,272,600	\$984,100,900	\$1,788,923,100	\$1,281,098,866.67
\$1,447,140,500	\$1,659,164,300	\$1,659,164,300	\$1,588,489,700.00
\$275,971,800	\$341,510,200	\$371,048,600	\$329,509,533.33
\$1,239,921,200	\$1,587,175,400	\$1,758,280,700	\$1,625,459,100.00
\$4,876,974,300.00	\$5,604,671,600.00	\$6,716,556,600.00	\$5,732,734,166.67

Renee Sannes (rasannes@michaelbest.com) is signed in **Only**

31.85%

Wales	\$30,915.06
Genesee	\$61,493.97
Town of Delafield	\$181,924.77
Village of Oconomowoc Lake	\$225,576.36
City of Delafield	\$46,792.60
Total	\$216,625.58

VILLAGE OF CHENEQUA
Resolution No. 2025-11-10-01

RESOLUTION TO APPROVE SPECIAL CHARGES
TO BE PLACED ON THE 2025 TAX ROLL

WHEREAS, the Village of Chenequa is entered into an Intergovernmental Agreement with Lake Country Fire and Rescue that includes the Village Boards of Chenequa, Nashotah, Oconomowoc Lake and Wales, and the Town Boards of Delafield and Genesee, and the City of Delafield, as an intergovernmental agreement as described in 66.0301, Wis. Stats; and,

WHEREAS, on November 10, 2025, the Village Board of the Village of Chenequa approved an amendment to the Lake Country Fire and Rescue Intergovernmental Agreement allowing to increase the total budget amount for the year 2026 above the previous restrictions; and,

WHEREAS, on November 10, 2025, the Village Board of the Village of Chenequa approved an amendment to the Lake Country Fire and Rescue Intergovernmental Agreement allowing to increase the total budget amount for the year 2026 above the previous restrictions and approved the Village portion to \$215,548, and capital portion \$58,882.76; and,

WHEREAS, the Village Board held a Budget Public Hearing on November 10, 2025, approving the Village Levy and Mill Rate. The 2026 Budget includes the Village portion of the Lake Country Fire and Rescue Budget, operating portion as \$215,548, and the capital portion of \$58,466; and,

WHEREAS, the 2026 Budget includes a special charge to each improved property of \$711. The special charge is to fund the Village portion of the 2026 Lake Country Fire and Rescue Operating Budget of, \$215,548.

NOW THEREFORE, BE IT RESOLVED, that the Village Clerk-Treasurer is authorized and directed to take place \$711 as a special charge to each improved property on the 2025 tax bill as approved by the Village Board.

Adopted this 10th day of November, 2025.

VILLAGE OF CHENEQUA

BY: _____
Jo Ann F Villavicencio
Village President

ATTEST:

Pamela Ann Little, Village Clerk
Date Posted: November 11, 2025

VILLAGE OF CHENEQUA
Resolution No. 2025-11-10-02

A RESOLUTION FOR BUDGET ADOPTION AND TAX LEVY

WHEREAS, the Board of Trustees is appropriating the necessary funds for the operation of the government and administration of the Village of Chenequa for the year 2026, and

WHEREAS, there is hereby appropriated out of the receipts of the Village of Chenequa for the year 2026, including monies received from the general property tax levy, to the various purposes specified in the budget publication notice attached as Exhibit "A", and

WHEREAS, the Village of Chenequa general property tax levy for 2026 has been increased by the general obligation debt service authorized by the Village of Chenequa in accordance with Wisconsin Statute §66.0602(3)(d)(2).

NOW, THEREFORE, BE IT RESOLVED, there is hereby levied the tax levy amount of \$2,018,857 on all the taxable property within the Village of Chenequa as returned by the assessor in the year 2025, for the uses and purposes set forth in the budget, and the total tax base for the Village of Chenequa in the year 2025 is \$749,687,700.

BE IT FURTHER RESOLVED, that the rate per thousand for the Village of Chenequa in 2025 based on the above numbers is \$2.69293067.

BE IT FURTHER RESOLVED, the Village Clerk/Treasurer is hereby authorized and directed to spread this tax on the current tax roll of the Village of Chenequa.

Adopted this 10th day of November 2025.

VILLAGE OF CHENEQUA

By: _____
Jo Ann F Villavicencio
Village President

ATTEST:

Pamela Ann Little
Village Clerk-Treasurer

Date Posted: November 11, 2025

VILLAGE BOARD MINUTES
VILLAGE OF CHENEQUA

VILLAGE OF CHENEQUA - VILLAGE BOARD MINUTES
OF MONDAY, October 13, 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, October 13, 2025, at 6:43 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
Mr. Luther / Trustee – present
Mr. Kubick / Trustee – absent
Mr. Kesner/ Village Attorney Representative – present
Mr. Lincoln / Zoning Administrator-Forester - present
Mr. Carney / Administrator-Police Chief – present
Mr. Anderson / Police Captain – present
Ms. Little / Village Clerk – present

Call to Order

Pledge of Allegiance

Public in Attendance

Judy Hansen, A Ziegler, Carlene Ziegler, Heidi von Hagke, Debbie Wheeler, Fred Wilson, Elissa Morgante, Elliot Flaws, Scott Byron, Jim Kemp, Alan Enters, Kristin Carroll, Matt Carroll, Win Hollister and Tim Fredman, Paul Villavicencio, Ted Rolfs, Bob Fiedler and Nina Fiedler, Wendy Davis; Identities via Zoom: Alton Davis, Chris Keidl, George Rolfs, Jamie Mallilnger and Sue Touchett

Public Comment

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

Wendy Davis, 6208 Brumder Road, on the proposed Fireworks Ordinance. Proposed ordinance is in line with the WI Fireworks laws. Concerns regarding changes made to the user's permit section and the removal of "Village" being a co-insured; a suggestion to possibly use the disclaimer in the Delafield ordinance; why the removal of multiple violations in the penalty section; limits of the days/year/ household – suggested one day only; better definition of a display firework; provide a copy of the fireworks permit; and the devastating effects on humans, animals and water quality.

Debbie Wheeler, 6296 N Brumder Road, Concerns: micromanaging personal fireworks for Pine, Beaver and Cornell Lakes; address the cost insurance wording; and unjust and unequal application of this ordinance. Ziegler project: sorry to see it torn down; suggested a Chenequa Historical Society be established for the preservation of historical homes in the Village; and the lighting ordinance and how it applies to this project with interior lights. We need a cap for a single-family dwelling regardless of the lot size in the Village. And lastly, Ms. Wheeler requested that the preservation of water quality by the canopy we have on Pine and Beaver Lakes, be monitored and require all building and landscape applicants to (1) report and diagram the number of trees, the species and diameter of trees being removed with the build; and (2) include the calculation of impervious surface percentages existing and being added.

Ted Rolfs, 6264 N Brumder Road, on the proposed Fireworks Ordinance. This is government overreach, overly burdensome. Ziegler project: one request – lighting on/off times.

Win Hollister, 32787 W Maple Lane, on the proposed Fireworks Ordinance. Mr. Hollister is in favor of the ordinance but was concerned about the effects of the fireworks/flares and water quality.

Nina Fiedler, 5425 N State Road 83, shared her thoughts on fireworks and the proposed Fireworks Ordinance.

Matt Carroll, 31824 W Muscovy Road, on the proposed Fireworks Ordinance. Agreed with Wendy Davis. Concerns: his dogs traumatized for years; Chinese lanterns float across the lake and land on his property; not overreach to regulate a dangerous activity that directly impacts other residents negatively; lake water quality; and lastly, Mr. Carroll requests the Village continue to be named as an insured in all cases to reduce the financial risk to the Village.

Kristin Carroll, 31824 W Muscovy Road, on the proposed Fireworks Ordinance. Concerns: her dogs have been traumatized; not knowing when private fireworks will go off randomly in the Village; and limit hours of fireworks for the sake of pets and wildlife.

Sue Touchett, 31679 W Muscovy Road, made a request for someone to look into the Pine Lake Sailing Club and their flare setup which pollutes the lake and the carcinogens released into the lake; her animals have gotten sick from eating the residue of these items.

Kelly Costigan, on the Ziegler project. Thanks to Mr. & Mrs. Ziegler for the invitation extended to the Friend family to do a final farewell and walk-thru of the Lodge Eyrie one more time. Request to the Village Board Members: Why must Lodgiere, like so many antique or older homes around Pine Lake of genuine historical interest and value be brought down and destroyed? Just because you have the right to do something, doesn't make it the right thing to do. Some things are meant to last and in fact, were and are designed to be permanent. To stand for something larger than ourselves. We are just passing through. Mere caretakers and custodians of a venerable past, embodied by and in a place called Lodgiere. It deserves our respect and even more our tending. The Ziegler Family has a right to demolish Lodgiere which has stood tall for 140 years that doesn't make it right. I mourn her passing and untimely demise.

Agenda Item No. 12 was then heard.

The Chenequa Village Board may enter into closed session pursuant to Wisconsin State Statute §1985(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, Village Clerk-Treasurer and Village Attorney

Motion (Luther/Manegold) to go into closed session at 7:14 pm. Roll Call: Luther (aye), Gehl Neumann (aye), Manegold (aye), Pranke (aye), Grunke (aye) & Villavicencio (aye). *Motion carried*

Motion (Pranke/Manegold) to come out of closed session at 7:41 pm. Roll Call: Luther (aye), Gehl Neumann (aye), Manegold (aye), Pranke (aye), Grunke (aye) & Villavicencio (aye). *Motion carried*

Appointment of Interim Clerk-Treasurer, Pamela Ann Little, pursuant to Wisconsin Statutes §61.195, 61.197, 66.01 and Village Charter Ordinance No. 1

Motion (Manegold/Luther) to appoint Pamela Ann Little, Village Clerk-Treasurer, pursuant to Wisconsin Statutes §61.195, 61.197, 66.01 and Village Charter Ordinance No. 1. *Motion carried*

Approval of minutes from the Village Board meeting on September 8, 2025

One correction – Change “Ms.” to “Mr.” Luther.

Motion (Luther/Pranke) to approve the minutes from the Village Board meeting on September 8, 2025, with one correction. *Motion carried*

Approval of Invoices

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

Review and consider action on a proposal to modify and relocate an existing garden shed and review and consider action on a proposed landscape plan at 5425 N State Road 83 submitted by Robert and Nina Fiedler (Tax Key No. CHQV 0418.990)

Motion (Luther/Gehl Neumann) to accept the Plan Commission's recommendation and approve the proposals submitted for the relocation of an existing garden shed and landscape plan by Robert and Nina Fielder of 5425 N State Road 83 (Tax Key No. CHQV 0418.990). *Motion carried*

Review and consider action on a proposal to raze existing primary dwelling and proposal to construct a new primary dwelling and landscape plan at 31795 W Muscovy Road submitted by 31795 Muscovy LLC (Tax Key No. CHQV 0398.999.003)

Motion (Luther/Manegold) to accept the Plan Commission's recommendation and approve the proposals submitted to raze the existing primary dwelling and to construct a new primary dwelling and landscape plan at 31785 W Muscovy Road submitted by 31795 Muscovy LLC (Tax Key No. CHQV 0398.990.003). Villavicencio Abstained. *Motion carried*

Review and consider action on an Ordinance Amending and Restating Section 8.27 of the Chenequa Village Code Regulating Fireworks. Ordinance No. 2025-10-13-01

Attorney Kesner clarified to Board Members on insurance protection for the Village that in 2017 State Law was changed to give immunity and protect Cities, Villages and Towns that issue permits that they cannot be civilly liable due to its issuing a permit.

Administrator Carney advised of changes made to the Ordinance; specifically, Section 3 User Permit, a change was made to have a 14-day permit period due to it going through so many hands for issuance. Also, changes were made in this same Section that permits be valid for one day; and three permits/year/premise.

Motion (Gehl-Neumann/Pranke) for final approval of Ordinance No. 2025-10-13-01 An Ordinance Amending and Restating Section 8.27 of the Chenequa Village Code Regulating Fireworks. *Motion carried*

Review and consider the acceptance of Tom Marshall's resignation from the Fire and Rescue Commission and appoint J.P. Mesching to the Fire and Rescue Commission, term ending April 2026

Motion (Gehl-Neumann/Manegold) to approve the appointment of J.P. Mesching to the Fire and Rescue Commission with a term ending April 2026. *Motion carried*

Review and consider action on an Intergovernmental Agreement with Waukesha County Recycling Municipal Recycling Dividend Program

Mr. Lincoln advised this is an updated Agreement. Waste Management has been awarded the bid to process all recycling goods that come through the Waukesha County program. Because of the change from a municipal facility to a private facility, many changes were required by the Agreement. Mr. Lincoln recommended approval of this Agreement to the Board.

Motion (Pranke/Gehl-Neumann) to approve an Intergovernmental Agreement with Waukesha County Recycling Municipal Recycling Dividend Program. *Motion carried*

Review and consider a Resolution Authorizing the Execution of Memorandum of Understanding – Lake Country Fire and Rescue Budget Funding and Staffing Commitment Resolution No. 2025-10-13-01

Administrator Carney reported that Chief Fennig asked all communities to come to an agreement of what Lake Country Fire and Rescue's (LCFR) staffing plan would look like. This has been a difficult process for all communities to come to an agreement. Administrator Carney is asking the Board to approve and agree with LCFR and their long-term staffing plan of being a full-time Fire Department in approximately four years.

Motion (Gehl-Neumann/Manegold) to approve a Resolution Authorizing the Execution of Memorandum of Understanding – Lake Country Fire and Rescue Budget Funding and Staffing Commitment; Ordinance No. 2025-10-13-01. Motion carried

Review and consider 2026 Preliminary Budgets for the Village of Chenequa

Administrator Carney reviewed the budget proposal outline and highlighted certain portions for consideration. The Personnel, Public Safety and Operations Committee meetings have been held, proposals submitted and recommended for approval.

The proposed levy is \$1,949,856; a 4% decrease from last year's levy and is attributed to the decreased of borrowing. Net new construction is at \$6,103,400; a .85% growth from last year. The mill rate is proposed at 2.6 per thousand; last year's mill rate was 2.92 per thousand. The Village did a reassessment in 2025 and as a result the Village increased by 8%. Most property owners will see a decrease in their Village portion of the taxes; however, it is dependent on individual's assessment of each property as nearly all properties increased in value from 2024 to 2025.

The Personnel Committee met on October 6th and their recommendation has been submitted for this meeting. Wage discussion for non-contractual employees was recommended for approval. The proposed union contract for 2026-2027 were also discussed and recommended for approval.

The Public Safety Committee met on October 7th, and reviewed the Police Budget, the Deer Management and LCFR Budget. All budgets were reviewed and recommended for approval.

The Operations Committee met on October 8th, and reviewed the Highway/Forestry Department, the Chenequa Foundation, Workers Compensation, Property Insurance and Johns Disposal budgets. All budgets were reviewed and considered and recommended for approval to the Village Board.

Mr. Lincoln expanded on the Deer Management program. A request of 80 nuisance tags from the DNR. Mr. Lincoln recommended harvesting 60 deer, set 10 tags aside for private landowners, and the remaining 10 tags to be distributed to archery hunters for the purpose of antlerless deer harvesting. This will be a \$1,900 increase from last year's budget due to an increase in insurance. Drone operators will be out to understand the deer population and bring this population down.

Captain Anderson expounded on the significant changes to the Police Department Budget. A new squad vehicle will be added to the fleet due to multiple vehicles being in for repair at the same time limiting the Department with police staff on duty. A new squad outfitted will run approximately \$74,000 (vehicle \$48,000; equipment \$26,000). We are participating in grant funding with a revenue reimbursement of \$6,500. We will also be requesting the Chenequa Foundation to assist with the purchase of medical equipment in squad vehicles and the purchase of ballistic shields for high-risk calls which are out of date and need to be updated; roughly a \$50,000 grant request.

Administrator Carney advised of the biggest change in the Police Department Budget would be the addition of a 9th Police Officer. We currently have 8 full-time police staff, including Chief Carney. Most of the responsibilities are administrative. Captain Anderson is the working Police Chief. Supervised coverage on the weekend is difficult when the Sergeant is on vacation. Hiring younger officers need supervision. Historically, in the 2000's we had 9 full-time Police Staff due to an Officer's Grant. When the grant ended, this officer was then diminished when the next officer retired. By adding the 9th Officer, the structure would be to promote another Sergeant on day shift who would rotate through weekends and have supervised coverage on the weekends. Administrator Carney recommended this size of staff for what we do in the Village.

Administrator Carney then addressed the LCFR Budget which shows a decrease in operating expenses; a slight increase in capital expenses for 2026; and a special charge of \$711/parcel.

Next, the Pine Lake Launch has one significant change. Police Clerk Canning-Jurena will be going to full-time status; and Police Clerk Weber will be leaving to begin a new full-time position elsewhere. Due to the police clerk's daily/monthly reporting responsibilities, a portion of salary and benefits will be offset in the Launch Budget to accommodate her full-time status.

Mr. Lincoln advised that seal coating and reline striping will be done at the Pine Lake Launch at an approximate cost of \$4,500.

The Village rental house is rented out by two firefighters and pay \$800/month towards our revenue. They respond to all emergencies in the Village if available.

Refuse services: the cost for 2026 will be \$36.98/month/household which is a 3% increase. Service has been consistent with Johns Disposal.

Mr. Lincoln then reported on the Highway/Forestry Budget. Two minor changes in the operating portion for 2026. The street line will be reduced by \$3,500; and the streetlight budget line will have a \$200 increase for electric costs. The Village Hall and Highway/Forestry lots will be resealed and relined in 2026, approximate cost \$5,500.

The Chenequa Village Board may enter into closed session pursuant to Wisconsin 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

Motion (Luther/Pranke) to go into closed session at 8:52 pm. Roll Call: Luther (aye), Gehl Neumann (aye), Manegold (aye), Pranke (aye), Grunke (aye) & Villavicencio (aye). *Motion carried*

Motion (Pranke/Grunke) to come out of closed session at 9:02 pm. Roll Call: Luther (aye), Gehl Neumann (aye), Manegold (aye), Pranke (aye), Grunke (aye) & Villavicencio (aye). *Motion carried.*

Reconvene into open session and consider any action resulting from closed session on wage and benefit matters as it relates to the 2026 Budget

Motion (Pranke/Luther) to approve wage and benefit matters as it relates to the 2026 Budget that was discussed in closed session. *Motion carried*

Establish a public hearing date and time for consideration and adoption of the 2026 Village of Chenequa Budget (Monday, November 10, 2025)

Motion (Luther/Gehl-Neumann) to set a public hearing for November 10, 2025, immediately following the Plan Commission meeting for the consideration and adoption of the 2026 Village of Chenequa Budget. *Motion carried*

Establish Village of Chenequa Trick or Treat hours, for Friday, October 31st from 4-7 pm

Motion (Manegold/Gehl-Neumann) to schedule Trick or Treat in the Village of Chenequa on Friday, October 31st from 4-7 pm. *Motion carried*

Report – Forester

Mr. Lincoln reported this is the 19th of Oak Wilt monitoring on private properties in the Village. This year we marked 68 trees which is a reduction from the 92 trees we marked last year; still high when compared with the 40-50 trees we have been marking historically due to the storms we had last June which damaged mature Red Oaks and we will continue to suffer the consequences for some years to come. A list of the trees found were included in the packets, with a cover letter example that will be sent to residents on what Oak Wilt is and then a formal public nuisance initial notice letter. Residents are notified that at the November meeting the Village Board will discuss this matter and decide whether to take action or not to declare these infected trees as a public nuisance as the Village traditionally has done.

Report – Captain

Captain Anderson reported that for the month of September, Officers handled 946 Calls for Service. Calls for Service include initiated calls for traffic stops, property checks, launch checks, CCC checks, etc.

Report – Village Administrator

No report

Report – Village Clerk Treasurer

No report

Report – Village President

No report

Report – Village Attorney

No report

Agenda items to be considered for future meetings

None at this time.

Adjournment

Motion (Pranke/Luther) to adjourn the meeting at 9:10 p.m. *Motion carried.*

Respectfully submitted by:

Approved and Ordered Posted by:

Pamela Ann Little
Village Clerk

Jo Ann F. Villavicencio
Village President



STAFF REVIEW

Date: October 14, 2025 **Meeting Date & Time:** Monday, November 10th, 2025 at 6:00 p.m.

To: Plan Commission, Village of Chenequa

From: Planning Department

Subject: Site Plan Review

Architect: Paul Studio Design

Owner: Hello Starling LLC

Location: 5219 N State Road 83

Project Description: Remodel of Existing Dwelling

Zoning District: Residence District – Lot Abutting a Lake

PRIMARY RESIDENCE:	REQUIRED RES. DISTRICT		PROPOSED PROJECT	
LOT AREA:	2	acres	3.73	acres
LOT WIDTH: AVERAGE	150	ft. min.	177	ft.
YARD SETBACKS: Side (North)	35.5	ft. min	23.7	ft.
Front (East)	25	ft. min.	400+	ft.
Side (South)	35.5	ft. min.	39.8	ft.
Lake (West)	75	ft. min.	102.1	ft.
BUILDING HEIGHT:	40	ft. max	47	ft.

COMMENTS:

Proposed Remodel

1. The Applicants is proposing to remodel the existing single-family residence on the property.
2. The existing dwelling on the property is currently legal-nonconforming.
 - a. Dwelling exceeds maximum height requirement of 40' specified in 6.5(3)(a)(ii).
 - b. Dwelling currently sits within the setback area along the northern property boundary.
3. As indicated in the memo provided by Paul Design Studio, the Applicants is seeking approval to remodel the existing primary dwelling on the property. The main goal of this project is to reduce the overall square footage of the home and change the general

aesthetic.

4. The living area of this dwelling is currently 7,827 square feet. As proposed, the living area will be reduced to be 6,944 square feet. This is a reduction of approximately 883 square feet.
5. Rendering, provided plans, notes and photo samples are provided in your packet to help depict what the exterior of the structure upon completion.
 - a. Proposed exterior modifications (Existing vs Proposed) can be found on **A3.0** and **A3.1**.
 - b. Existing vs proposed lakeside rendering can be found on **A3.2**.
6. Proposed materials include:
 - a. Stained Brick (Inchyra Blue)
 - b. Hardie Artisan Siding V-Groove (Inchyra Blue)
 - c. Cedar Shingles
 - d. Black Gutters
 - e. Natural Wood Soffits
 - f. Black Windows
7. The proposed exterior footprint will be expanded in two locations. These additions have been highlighted in red on **A.02**.
 - a. Trash Enclosure (35 square feet)
 - i. The Applicants proposes to slightly increase the footprint of the east elevation. The purpose of this expansion is to add a covered area for the purpose of garbage storage. The location of this addition is identified on A1.0 (highlighted in red).
 - ii. This will be an open-air space.
 - iii. This addition falls along the north elevation of the home. Currently, a portion of this elevation falls within the minimum side yard setback area. This addition does not increase the level of nonconformity as it is entirely outside the setback area.
 - b. Lakeside Addition (81 square feet)
 - i. The Applicants is seeking permission to square off and slightly enlarge an existing dining area adjacent to the kitchen on the lakeside elevation.
 - ii. This addition will result in a small increase in the home footprint
 - iii. This addition does not further encroach on any minimum side yard or lake setback requirements.
8. Deck
 - a. The Applicants also propose to remove the existing deck attached to the lakeside of the home and replace it with a new deck.
 - i. The existing deck layout can be found on A2.0, the proposed deck is located on A2.1.
 - ii. The proposed deck is slightly smaller, and encroaches less on the ordinary high-water mark of Pine Lake.
 - b. The new proposed deck will be 564 square feet (a 224 square foot reduction from the existing 788 square foot deck).

- c. A new deck space will be created on the second floor over the proposed lakeside addition mentioned in 7.b. above.
 - d. Decks will be constructed of Ipe boards.
- 9. Exterior Lighting
 - a. There are three exterior lighting styles that have been selected for this primary dwelling. These include:
 - i. Deck Light
 - 1. These proposed fixtures will be installed around the deck (as indicated on the provided lighting plan).
 - 2. Proposed fixtures are 3000K and 115 lumens each.
 - 3. There will be five of these fixtures in total.
 - ii. Pendant Light
 - 1. These proposed fixtures will be installed over covered entry areas.
 - 2. Proposed fixtures are 3000K and 900 lumens each.
 - 3. There are two of these fixtures in total.
 - iii. Wall Mounted Lights
 - 1. These proposed fixtures will be mounted around the structure in highlighted locations on the provided lighting plan.
 - 2. These proposed fixtures are 3000K and 920 lumens each.
 - 3. There are fifteen of these fixtures in total.
 - b. All proposed fixtures are compliant with 5.24 (Outdoor Lighting).
- 10. None of the proposed modifications increase the level of nonconformity of the existing dwelling.
- 11. The proposed project meets all other requirements of Village of Chenequa Zoning.
- 12. A building permit is required from the Building Inspector prior to start of construction.

c: Matthew T Carney, Chief/Administrator
 Pammela Little, Clerk/Treasurer
 Paul Launer, Lake Country Inspections
 Hello Starling LLC, Owner
 Paul Studio Design, Architect
 Cody Lincoln, Zoning Administrator

Village of Chenequa
Plan Commission
October 15, 2025

Dear Village of Chenequa Plan Commission,

Thank you for reviewing our submittal for revisions to the existing home at 5219 St. Road 83.

The goal of the project is to:

- Modify the existing home rather than build a new home to minimize disruption to the property and preserve materials where possible.
- Reduce the scale of the house by decreasing the total square footage. On the first floor, we propose to reduce the square footage by 75 sq. ft. On the second floor, we plan to reduce the square footage by 808 sq. ft. In addition, several of the existing spaces that face the lake will be renovated into decks or open seasonal spaces.
- Integrate the scale and materials of the exterior into the landscape. We propose to do this by reducing the surface area of the lakeside facade. Specifically, we plan to remove the upper two-thirds of the large brick "tower" on the north side of the home and replace it with an open deck. We propose staining the remaining brick and using siding, cedar, and lpe accents to better integrate with the surrounding landscape.
- Add minor changes to the footprint: a protected trash enclosure on the east side (35 square feet added), and squaring out the existing faceted volume on the lakeside (81 square feet added). Both changes will help make the home more user-friendly for its new owners.
- Allow light into the center of the house.
- Update all MEP systems to allow for a more efficient home.

We appreciate your time in reviewing our proposal. Please feel free to reach out if you have any questions. We look forward to hearing from you.

PRIVATE RESIDENCE

5219 N. STATE ROAD 83
HARTLAND, WI 53029

Hello Starling LLC
6091 N. STATE ROAD 83
HARTLAND, WI

Owner

Paul Studio Design
841 W CHALMERS PLACE
CHICAGO, ILLINOIS 60614

Architect

Goodfriend Magruder Structure LLC
53 W. Jackson Blvd., Suite 340
Chicago IL, 60604

Structural Engineer



DRAWING LIST

ARCHITECTURAL

- A0.0 Cover Sheet
- A0.1 Survey
- A0.2 Survey with Proposed Additions to Footprint
- A1.0 Site Plan
- A2.0 Existing Plan
- A2.1 Partition Plan
- A3.0 Exterior Elevations
- A3.1 Exterior Elevations
- A3.2 Landscape Rendering
- A3.3 Material Selections & SQ FT Calculations

LIST OF CODES (As adopted by the Village of Chenequa)

Wisconsin Uniform Dwelling Code
Village of Chenequa County Zoning

ISSUED FOR VILLAGE OF CHENEQUA PLANNING COMMISSION REVIEW
OCT 15.2025

The codes listed were utilized in preparing these drawings. Paul Studio Design cannot categorically state that these codes are the only codes which might apply to this project nor that all interpretations of these codes contained herein will be acceptable to the building officials having jurisdiction.

Contractor shall verify all requirements prior to proceeding with construction and notify owner and architect immediately of any discrepancies or conflicts.

ps.

PAUL STUDIO DESIGN
ARCHITECTS
CHICAGO, ILLINOIS

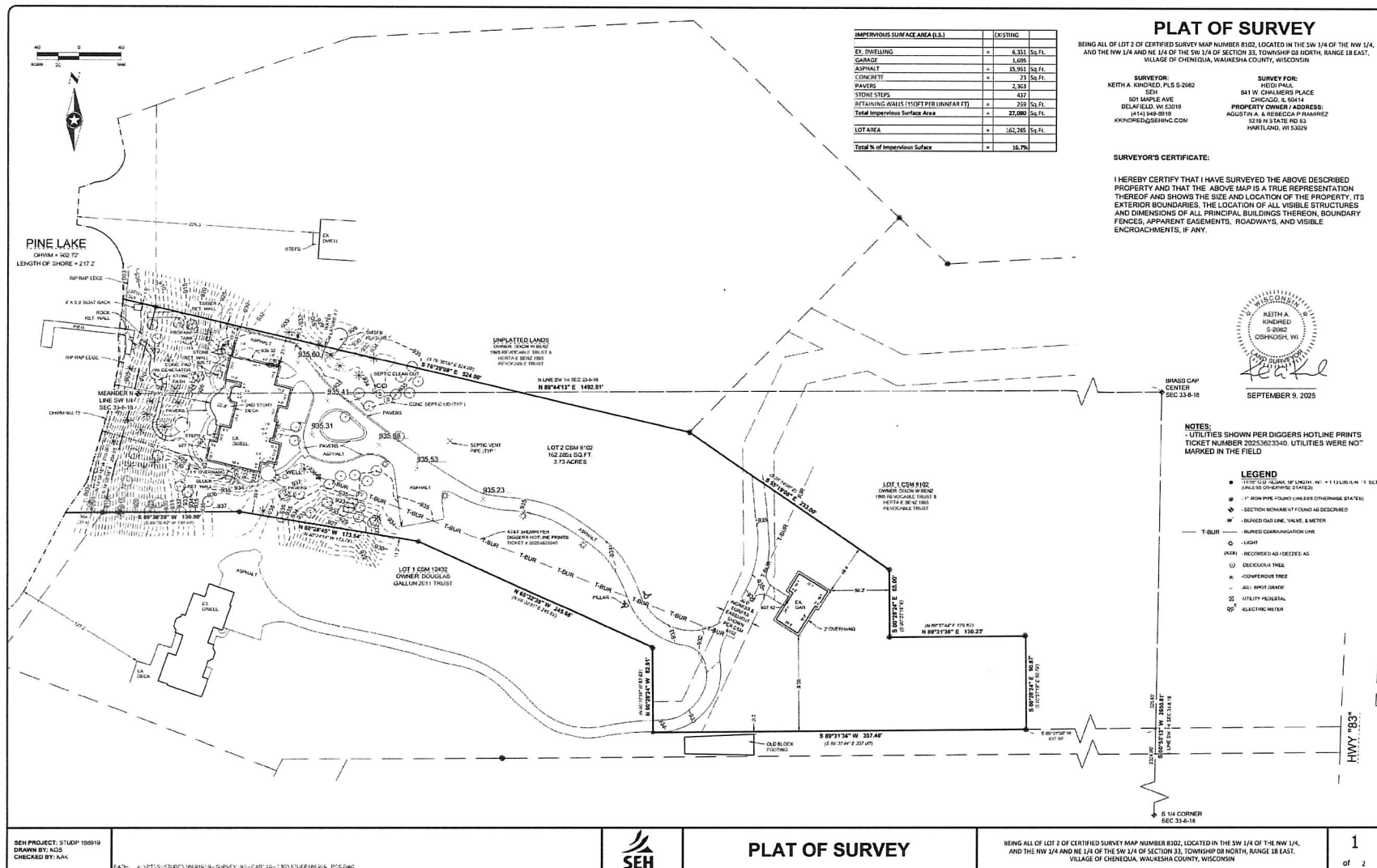
ISSUED FOR: DATE:
COMMISSION REVIEW 10.15.2025

PRIVATE
RESIDENCE

5219 N. STATE RD 83
CHENEQUA, WI
53029

COVER SHEET

A0.0



ps.

PAUL S. SUTTER
1000 N. STATE RD 83
HARTLAND, WI 53029
TEL: 414-949-8919
FAX: 414-949-8919

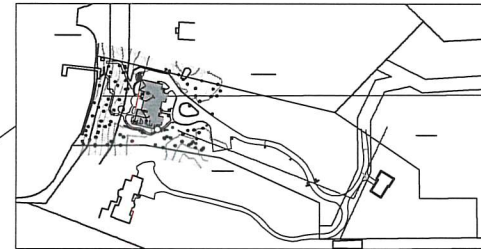
KEITH A. KINCHED
S-2682
OSWEGO, WI
SEPTEMBER 9, 2025

ISSUED FOR: DATE:
COMMISSION REVIEW 10.15.2025

PRIVATE
RESIDENCE
5219 N. STATE RD 83
CHENEQUA, WI
53029

SURVEY

A0.1



SITE PLAN
SCALE: 3/32" = 1'-0"



2 ENLARGED SITE PLAN
SCALE: 3/32" = 1'-0"

PROPOSED
SQUARE
FOOTAGE
INCREASE

ps.

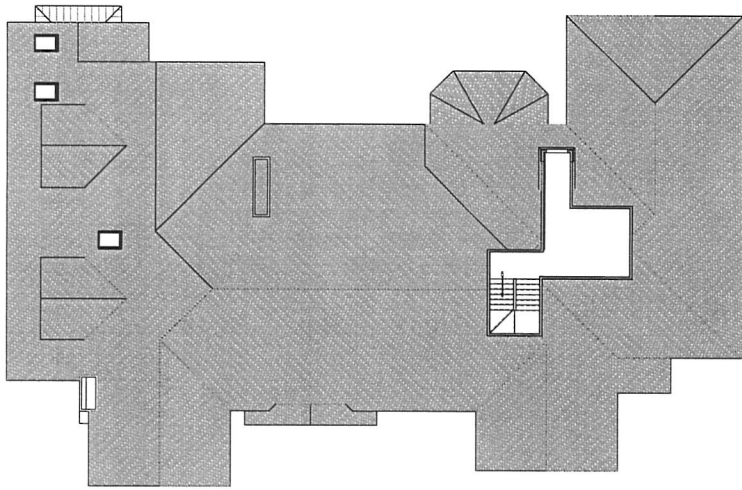
PROFESSIONAL SERVICE
ARCHITECTS
P.C.

ISSUED FOR: DATE:
COMMISSION REVIEW 10.15.2025

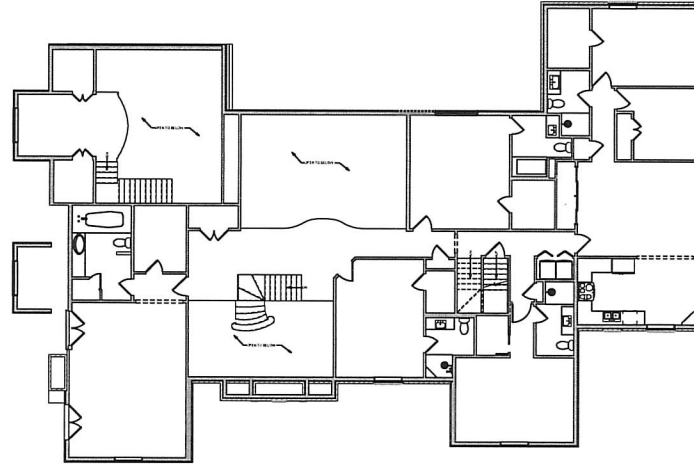
PRIVATE
RESIDENCE
5219 N. STATE RD 83
CHENEQUA, WI
53029

SITE PLAN

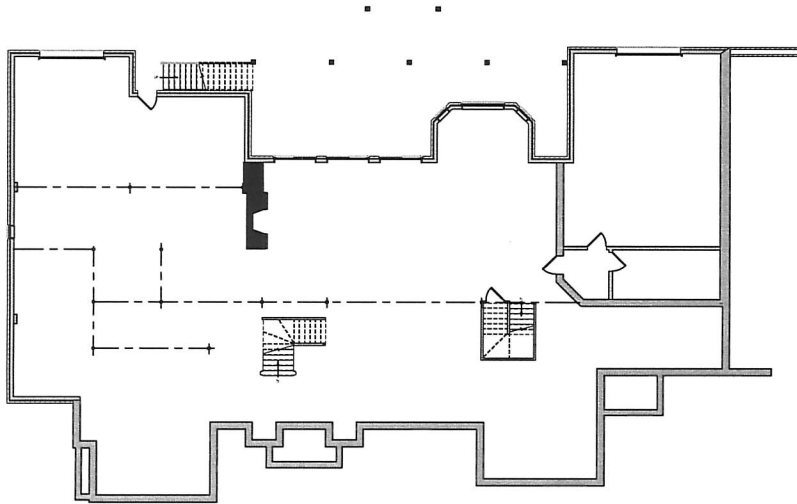
A1.0



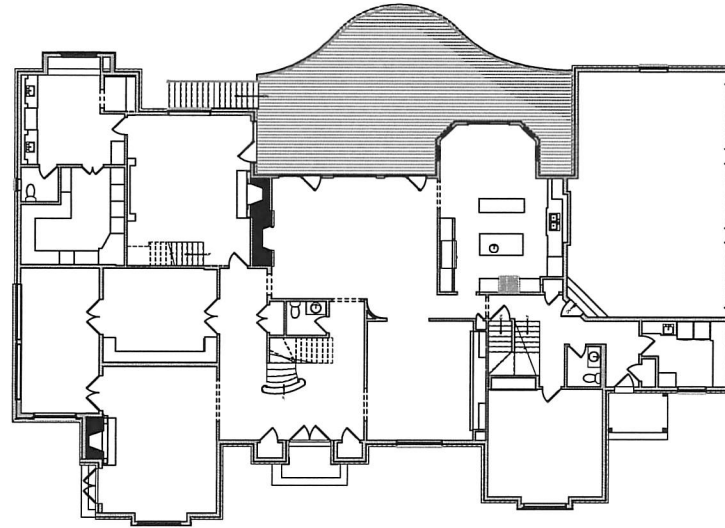
4 EXISTING PLAN - ROOF
SCALE: 1/8" = 1'-0"



3 EXISTING PLAN - SECOND LEVEL
SCALE: 1/8" = 1'-0"



PLAN - BASEMENT
SCALE: 1/8" = 1'-0"



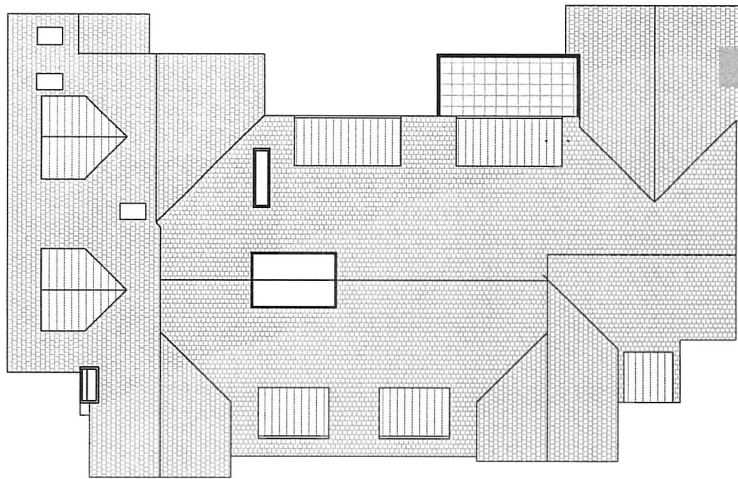
2 EXISTING PLAN - MAIN LEVEL
SCALE: 1/8" = 1'-0"

ps.
PAGE STUDIOS DESIGN
ARCHITECTS
P.L.L.C.
CHICAGO, ILLINOIS

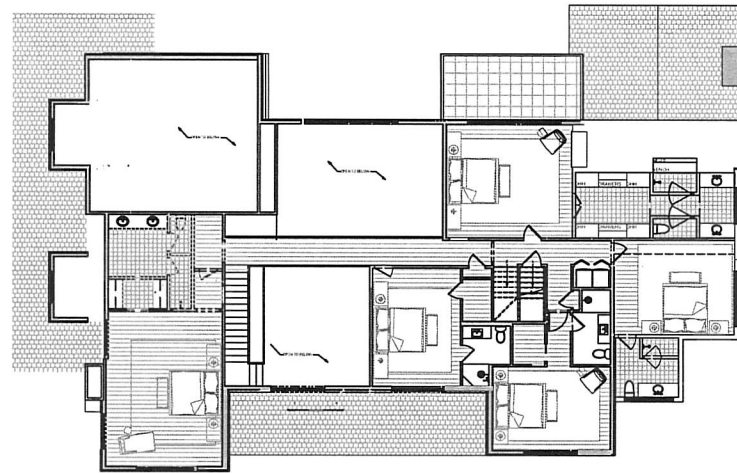
ISSUED FOR: DATE:
COMMISSION REVIEW 10.15.2025

PRIVATE
RESIDENCE
5219 N. STATE RD 83
CHENEQUA, WI
53029

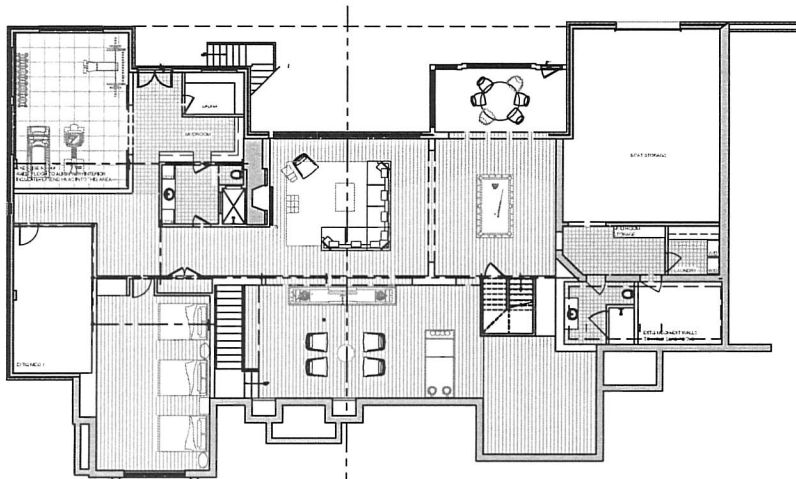
EXISTING
PLAN
A2.0



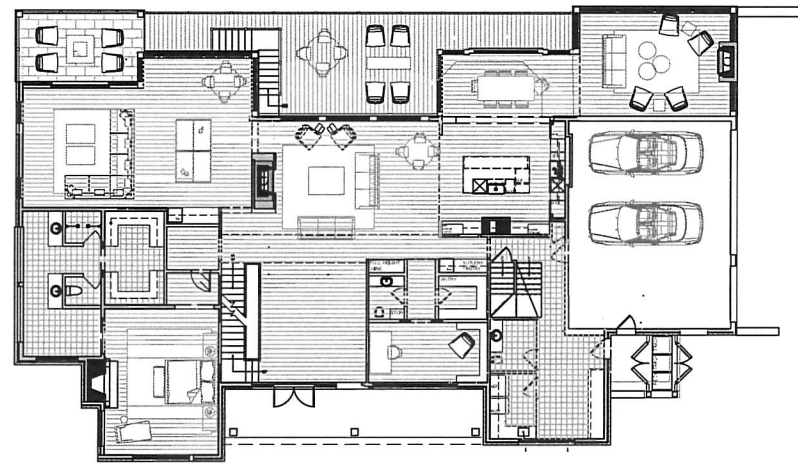
4 PLAN - ROOF
SCALE: 1/8" = 1'-0"



3 PLAN - SECOND LEVEL
SCALE: 1/8" = 1'-0"



1 PLAN - BASEMENT
SCALE: 1/8" = 1'-0"



2 PLAN - MAIN LEVEL
SCALE: 1/8" = 1'-0"

ps.
PROFESSIONAL SERVICES
ARCHITECTS

ISSUED FOR: DATE:
COMMISSION REVIEW 10.15.2025

PRIVATE
RESIDENCE
5219 N. STATE RD 83
CHENEQUA, WI
53029

PARTITION
PLAN

A2.1



4 EXISTING ELEVATION - EAST
SCALE: 1/8" = 1'-0"



3 PROPOSED ELEVATION - EAST
SCALE: 1/8" = 1'-0"



2 EXISTING ELEVATION - WEST
SCALE: 1/8" = 1'-0"



1 PROPOSED ELEVATION - WEST
SCALE: 1/8" = 1'-0"

ps.
PROFESSIONAL
SERVICES

ISSUED FOR: DATE:
COMMISSION REVIEW 10.15.2025

PRIVATE
RESIDENCE
5219 N. STATE RD 83
CHENEQUA, WI
53029

EXTERIOR
ELEVATIONS

A3.0



4 EXISTING ELEVATION — NORTH
SCALE: 1/8" = 1'-0"



3 PROPOSED ELEVATION — NORTH
SCALE: 1/8" = 1'-0"



2 EXISTING ELEVATION — SOUTH
SCALE: 1/8" = 1'-0"



1 PROPOSED ELEVATION — SOUTH
SCALE: 1/8" = 1'-0"

p.s.
PROFESSIONAL SERVICES
ARCHITECTS
PLANNERS
ENGINEERS

ISSUED FOR: DATE:
COMMISSION REVIEW 10.15.2025

PRIVATE
RESIDENCE
5219 N. STATE RD 83
CHENEQUA, WI
53029

EXTERIOR
ELEVATIONS

A3.1



p.s.

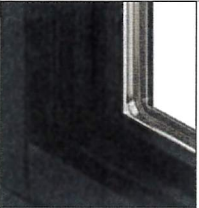
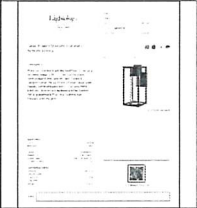
PAUL STUBBINS DESIGN
ARCHITECTS
P.S. DESIGN
P.S. DESIGN

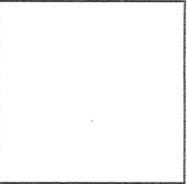
ISSUED FOR: DATE:
COMMISSION REVIEW 10.15.2025

PRIVATE
RESIDENCE
5219 N. STATE RD 83
CHENEQUA, WI
53029

LANDSCAPE
ELEVATION

A3.2

EXTERIOR MATERIALS				
				
STAINED BRICK	HARDIE ARTISAN SIDING V-GROOVE	CEDAR SHINGLES	GUTTERS	SOFFIT
COLOR: INCHYRA BLUE	COLOR: INCHYRA BLUE	COLOR: NATURAL	COLOR: BLACK	COLOR: NATURAL
				
BUECHEL STONE	IPE RAILING	WINDOWS	DECK LIGHT SEE PLANS FOR LOCATIONS	EXTERIOR SCONCE SEE PLANS FOR LOCATIONS
COLOR: BLACKFROST FIELDLEDGE	COLOR: BLACK	COLOR: BLACK	COLOR: BLACK	COLOR: BLACK
				
EXTERIOR PENDANT SEE PLANS FOR LOCATIONS				
COLOR: BLACK				



ps

PAVILION STUDIO FOR DESIGN

1111 N. STATE RD. 83
CHENEQUA, WI 53029

ISSUED FOR: _____ DATE: _____

COMMISSION REVIEW 10.15.2025

PRIVATE
RESIDENCE

5219 N. STATE RD 83
CHENEQUA, WI
53029

EXTERIOR
MATERIALS

A3.3



STAFF REVIEW

Date: October 14, 2025

Meeting Date & Time: Monday, November 10th at 6:00 p.m.

To: Plan Commission, Village of Chenequa

From: Planning Department

Subject: Site Plan Review

Owner: Brett and Michelle Stubblefield

Location: 6012 N State Road 83

Project Description: Proposed Retaining Walls

Zoning District: Residence District – Lot Abutting a Lake

Proposed Retaining Walls

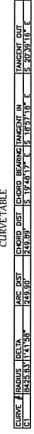
1. The Applicants propose to construct three retaining walls on the property.
2. The location of the proposed walls are shown on the survey provided by LandTech.
3. Roadside Wall
 - a. This wall is proposed to be installed south of the main driveway on the east end of the property. (Approximately 85' from STH 83 at the nearest point.)
 - b. This wall will be 11' from the southern property line at the nearest point.
 - c. At the highest point, this wall will be 3.5' in tall.
 - d. The existing retaining wall in the similar location will be removed.
 - e. Between the retaining wall and STH 83 the Applicants are looking to grade the site (including filling an existing depression) and plant grass.
 - f. A buffer of conifer trees is proposed to be planted along STH 83.
4. Dwelling Side Retaining Wall
 - a. Two retaining walls are proposed to be constructed near the primary residence on the property.
 - b. One of the walls will be replacing an existing retaining wall. As proposed, the new wall will be pushed approximately 10-20' further north. and will be 7' high at the highest point. This retaining wall will be 25' from the northern property boundary at the nearest point.
 - c. A buffer of conifer trees is proposed to be planted on the topside of the retaining wall.
 - d. A second wall is an L-shape and as proposed it will extend from the north side of

the primary residence. This proposed wall is directly adjacent to the aforementioned wall. This wall is also proposed to be 7' in height.

5. The proposed block for all projects is the quarry gray block as shown in provided packet.
6. There is no proposed landscape lighting.
7. The proposed new driveway and accessory structure are not included with this proposal.

c: Matthew T Carney, Chief/Administrator
Pammela Little, Clerk/Treasurer
Paul Launer, Lake Country Inspections
Brett and Michelle Stubblefield, Owner
Cody Lincoln, Zoning Administrator

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 131 RECORDED IN VOLUME 1 AT PAGES 185 AND 186, AS DOCUMENT NO. 601314 OF CERTIFIED SURVEY MAPS, BEING A PART OF SECTION 28, IN TOWNSHIP 8 NORTH, RANGE 18 EAST, IN THE VILLAGE OF CHENEQUA, WAUKESHA COUNTY, WISCONSIN.



BUILDING DIMENSIONS SHOWN PER
PLANSET DATED 10/23/2025

15621.367-7699	6013 N. STATE ROAD B3 MILWAUKEE COUNTY, WISCONSIN	BRETT STUBBLEFIELD	GARAGE AND LANDSCAPING LANDSCAPE PERMIT SURVEY SHEET 1 OF 1	10/15/2025	DATE	PROJECT	NG	PROJECT	MTD	23006	23006 SURVEY, PRDWS
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LEGAL DESCRIPTION: PAR. TITLE POLICY
LOT 2 OF CERTIFIED SURVEY MAP NO. 131 RECORDED IN VOLUME 1, AT PAGES 185 AND 186, AS DOCUMENT NO. 872068, IN THE PUBLIC RECORDS OF THE COUNTY OF CHENOA, ILLINOIS, BEING THE SAME AS THE LAND EAST, IN THE VILLAGE OF CHENOA, ILLINOIS, EXCEPTING THEREON ALL THAT PART OF SAID LOT 2 CONVERTED IN DEED RECORDED FEBRUARY 16, 1974 AS DOCUMENT NO. 872633, BUT ALSO INCLUDING THAT PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 131 RECORDED IN VOLUME 1 AT PAGES 185 AND 186, AS DOCUMENT NO. 872068, EXCEPTING THEREON SAID SURVEY MAP AS DESCRIBED IN THE DEED RECORDED FEBRUARY 13, 1974 AS DOCUMENT NO. 872068.

NOTES

- [illegible]

RECEIVED

- | | |
|---|-----------------------------|
| ☒ SECTION CORNER MONUMENT | SEPTIC VENT |
| ☐ FOUND 3/4 REPAIR OR NOTED | UTILITY FLOOR |
| ☐ FOUND 1" IRON PIPE OR NOTED | ELECTRIC FED |
| ☐ FOUND 1" IRON PIPE OR NOTED | UTILITY POLE |
| MIDPOINT 1.500 LBS/FT. | DIVIDUAL UTILITY |
| CONTROL POINT BENCHMARK | UNDERGROUND GAS |
| | FLOOR ELEVATION |
| | EXISTING CONTOUR |
| | WIRE FENCE |
| | WOOD FENCE |
| | STEPS |
| | RECORD JACKSON |
| | PRIOR PROPOSED CONSTRUCTION |

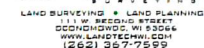
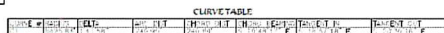


1 INCH = 30 FEET

VERTICAL DATUM IS NAVD 83

PLAT OF SURVEY
PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 131 RECORDED IN VOLUME 1 AT PAGES 180 AND 185, AS DOCUMENT NO. 801914 OF CERTIFIED SURVEY MAPS, BEING A PART OF SECTION 28, IN TOWNSHIP 8 NORTH, RANGE 18 EAST, IN THE VILLAGE OF CHENEQUA, WAUPESHA COUNTY, WISCONSIN.

HARTLAND WI 53029-8503



6013 N. STATE ROAD 83
HARTLAND, WI 53029

BRETT & MICHELLE STUBBLEFIELD

BOUNDARY & TOPOGRAPHIC
CAYBUT TIERE
EXISTING CONDITIONS

SHEET 1 OF 1

DATE 02/02/2023

REVISION	
REVISION	

CREATED BY: LJS	EXTENDED BY: MTD
DATE: 23006	

23006 SURVEY.DWG



LEGEND

- [illegible]

LEGAL DESCRIPTION PER TITLE POLICY

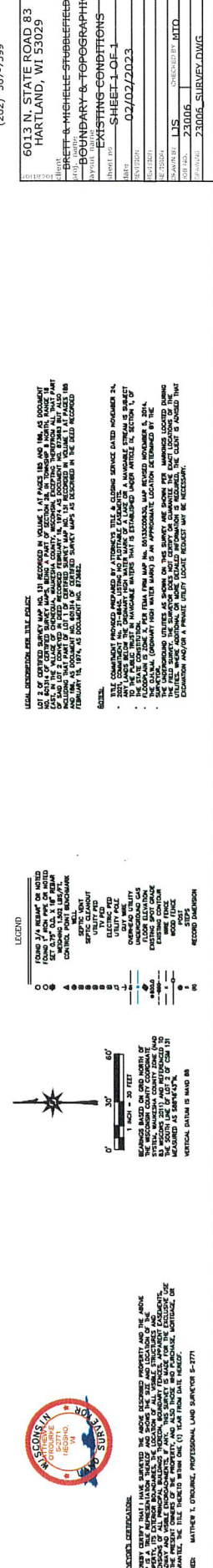
LIT 2 OF CERTIFIED SURVEY MAP NO. 131 RECORDED IN VOLUME 14, PAGES 105 AND 106, AS DOCUMENT NO. 880514 OF CERTIFIED SURVEY MAPS, BEING A PART OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 16 EAST, IN THE CLAY COUNTY, MISSOURI, QUARTER SECTION, EXISTING THEREON, ALL THAT PART OF SAID LIT 2, DESCRIBED AS BEING MORE OR LESS, AS DOCUMENT NO. 870003, LOT 4330, INCLUDING THAT PART OF LIT 1 OF CERTIFIED SURVEY MAP NO. 131, AS RECORDED IN VOLUME 14, PAGES 105 AND 106, AS DOCUMENT NO. 880514 OF CERTIFIED SURVEY MAPS AS LOCATED IN THE RECORD RECORDED FEBRUARY 10, 1974, AS DOCUMENT NO. 875682.

IX

1. TITLE DOCUMENT IDENTIFIED BY THE CHAIRMAN ATTENDING THE MEETING AND THE CHAIRMAN OF THE COMMITTEE TO CONDUCT THE SEARCHES LISTING THE FOLLOWING EXISTING TITLES:
a. TITLE AND NUMBER OF THE DOCUMENT
b. NAME OF THE AUTHOR OR AUTHOR'S ORGANIZATION
c. DATE OF THE DOCUMENT
d. NAME OF THE PERSON OR PERSONS WHO MADE THE SEARCHES
e. NAME OF THE PERSON OR PERSONS WHO MADE THE SEARCHES
f. NAME OF THE PERSON OR PERSONS WHO MADE THE SEARCHES
g. NAME OF THE PERSON OR PERSONS WHO MADE THE SEARCHES
h. NAME OF THE PERSON OR PERSONS WHO MADE THE SEARCHES
i. NAME OF THE PERSON OR PERSONS WHO MADE THE SEARCHES
j. NAME OF THE PERSON OR PERSONS WHO MADE THE SEARCHES
k. NAME OF THE PERSON OR PERSONS WHO MADE THE SEARCHES
l. NAME OF THE PERSON OR PERSONS WHO MADE THE SEARCHES
m. NAME OF THE PERSON OR PERSONS WHO MADE THE SEARCHES
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PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 131 RECORDED IN VOLUME 1 AT PAGES 185 AND 186, AS DOCUMENT NO. 601314 OF CERTIFIED SURVEY MAPS, BEING A PART OF SECTION 28, IN TOWNSHIP 8 NORTH, RANGE 18 EAST, IN THE VILLAGE OF CHIENEQUA, WAUKESHA COUNTY, WISCONSIN.



LEGAL REPRESENTATION AND THE POLICE

[illegible]

1 inch = 30 FEET

0' 50' 100'

MONUMENT

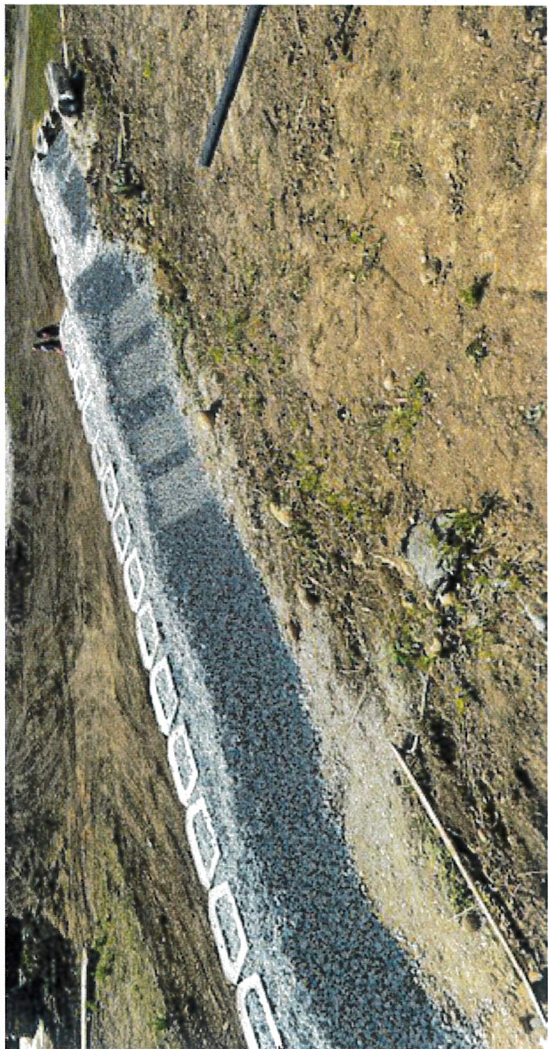
BOUNDARY LINE

ADJACENT PROPERTY

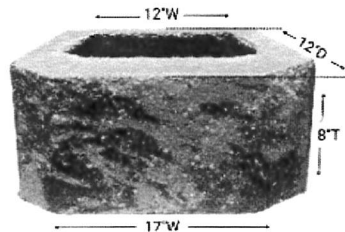
NEUTRAL SURVEY IS SHOWN AS

AND THE ABOVE
ON 12/15/64
THE
FEDERAL BUREAU OF
INVESTIGATION
WASHINGTON, DC

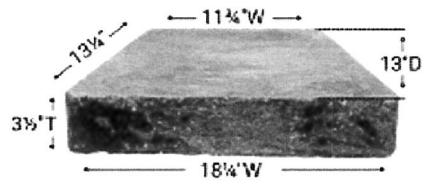
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8" x 17" Large Wall & Step Retaining Wall Block
 Quarry Gray Clifton Wall Beveled Retaining Wall Block



Large Wall & Step Retaining Wall Cap Block
 Quarry Gray XL Retaining Wall Cap



6" x 17" Medium Retaining Wall Block (Playset & Trampoline Area)
 Quarry Gray Denver Beveled Retaining Wall Block

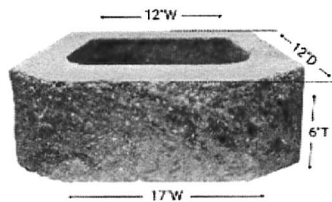
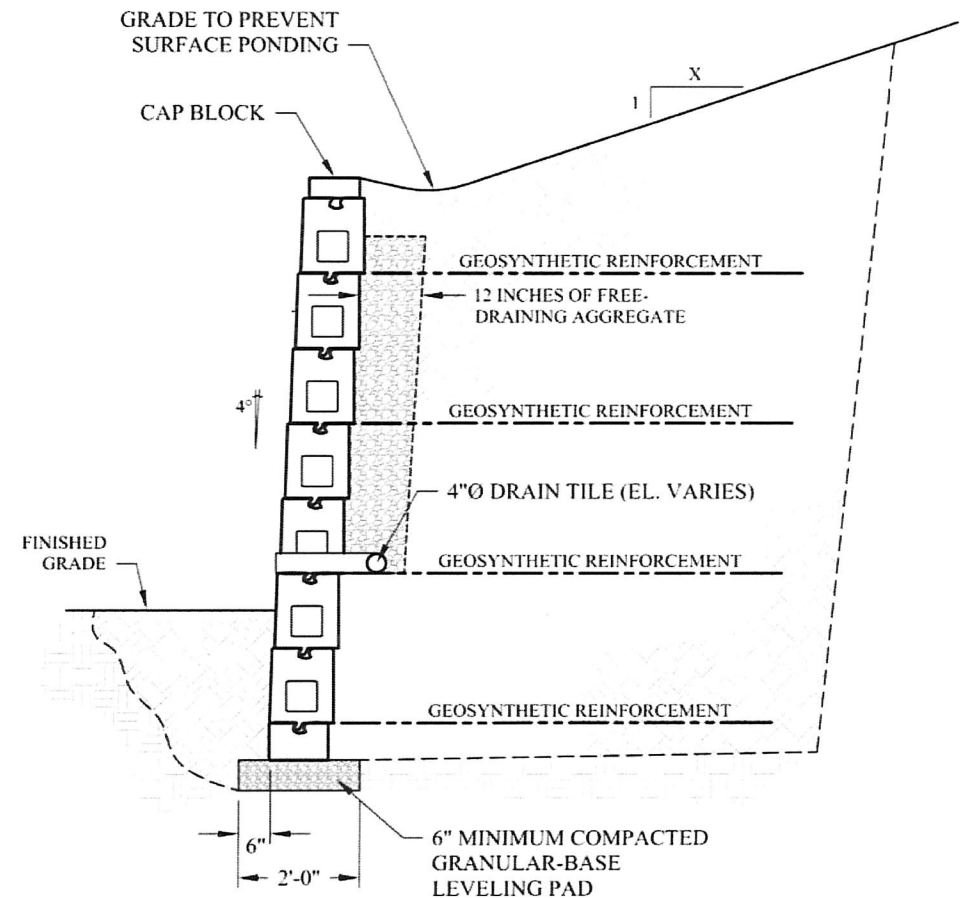


Diagram intended for illustrative purposes

*** Geogrid reinforcement was used every 3 courses of block for this application*

**** 4" flexible drain tile was used for this application*



ASSIGNMENT AND ASSUMPTION OF
CONSERVATION EASEMENT

Document Number

This Assignment and Assumption of a Conservation Easement (this "Assignment") is made as of the ____ day of _____, 2025, between the Assignor, Village of Chenequa, Wisconsin, a municipal corporation (the "Village"), and the Assignee, Tall Pines Conservancy, Inc. (the "Tall Pines").

RECITALS:

WHEREAS, the Village has been conveyed a Conservation Easement (the "Easement") dated August 11, 2016, identified by Document Number 4225690 in the Waukesha County Register of Deeds Office, on an approximately 5-acre property (the "Property") more particularly described on Exhibit A attached hereto. Such Easement document is attached hereto and incorporated herein by reference as Exhibit B.

WHEREAS, said purpose of the Easement is to protect the Property for conservation purposes, including protection of the Property as a relatively natural habitat of plants and animals and the provision of open space providing scenic benefits to the general public and pursuant to governmental conservation policies as described in section 170(h) of the Internal Revenue Code of 1986, by placing permanent restrictions on the use of the Property and granting affirmative rights to the Village to monitor and enforce such restrictions; and

WHEREAS, the Property is being sold to a new owner and the new owners have requested that Tall Pines be assigned and assume the Easement; and

WHEREAS, Tall Pines holds similar conservation easements on some parcels immediately adjacent to the Property; and

WHEREAS, Pursuant to Paragraph 10 of the Easement, the Village may assign the Easement to Tall Pines to satisfy the request of the new owners and that Tall Pines, a qualified organization under Section 170(h) of the Internal Revenue Code authorized to hold conservation easements under Section 700.40 of the Wisconsin Statutes, shall assume any and all responsibility the Village may have had under the Easement; and

WHEREAS, the parties understand that the Village will, upon completion of this Assignment have no further rights or interests in said Easement, with the exception of the rights described in Paragraph 2, below; and

NOW THEREFORE, for and in consideration of one dollar (\$1.00) paid by the Tall Pines to the Village, and other good and valuable considerations between the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Recording Area

Name and Return Address

Attorney John P. Macy
730 N. Grand Avenue
Walworth, WI 53186

CHQV 0414.990.005

Parcel Identification Number
(PIN)

1. The Village does hereby assign the Easement, as described, attached, and incorporated into this assignment as Exhibit B, *in toto* to Tall Pines, and Tall Pines does hereby accept such assignment of the Village's rights, title and interest in the Easement and assumes all such responsibilities, obligations, and any other duties for the same as set forth above without recourse to or against the Village.

2. The Village's right to enforce the terms of the Easement as a "third-party enforcement right" under Section 700.40 of the Wisconsin Statutes shall survive this Assignment, and by execution of this Assignment the Village hereby accepts such designation.

3. Tall Pines hereby consents to the terms and provisions set forth in the foregoing Assignment and waives any requirement for notice of the Assignment as contemplated in paragraph 10 of the Easement.

4. This Assignment shall become effective immediately upon the transfer of ownership of the Property from Chenequa Land Conservancy, Inc., to its new owner.

4. This Assignment may be amended only by a writing signed by all of the parties hereto and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

5. The Recitals are incorporated herein by reference and made a part hereof.

[signatures on following page]

Exhibit A

(Insert Legal Description Of Grantors' Parcel)

Parcel 1

Lot 2 of Certified Survey Map No. 8111, recorded on September 5, 1996 as Document No. 215496, being a redivision of part of Certified Survey Map No. 6275 as Document No. 1613328, and other lands located in part of the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of section 32, Town 8 North, Range 18 East, Village of Chenequa, County of Waukesha, State of Wisconsin.

Town of Merton
Plan Commission Meeting
Minutes of June 4th, 2025

- Meeting Called to Order by Chairman Klink at 5:30 p.m.
- Pledge of Allegiance led by Chairman Klink
- Minutes of May 21st, 2025, Public Hearing and Plan Commission Meeting. A motion to approve the minutes as written was made by Commissioners Olson/Siepmann. Motion carried.

Present: Chairman Klink, Commissioners Olson, Siepmann, Queoff, and Good, Attorney Van Kleunen, Planner Haroldson, and Deputy Clerk Claas

Absent: Commissioner Griffin

Also Present: Lou Ann Roble, Kelsey Kasten, Ton & Kristen Ludtke, John C Ernst, and Daneen Meissner

Old Business:

Request for a Conditional Use Permit for the Construction of an In-Law Unit Addition to the Principal Structure at N55W33169 Terrace Drive – Requested by Kelsey Kasten, Big Fish Contracting – on Behalf of Kristen and Anthony Ludtke – Tax Key MRTT0409-026 – Planner Haroldson stated that a public hearing was held on May 21, 2025 with public comments summarized and read into the public hearing and limited recommendations from the Plan Commission. The request for the construction of an in-law unit addition to the principal structure met all of the conditions for a Conditional Use Permit per 17.19(26). However, there will be a deed restriction limiting the occupancy of the persons in the unit.

Attorney Van Kleunen reviewed the conditional use permit stating the addition is limited to a maximum living area of 800 square feet and no more than two bedrooms, the applicant is to have adequate parking for the occupants of the in-law unit, they need to obtain approval of a site evaluation from Waukesha County in regard to their septic system, the addition needs to have similar architecture to what is consistent to the neighborhood and the existing principal structure on the site, they need to comply with all offset and setback requirements, the individuals to occupy the in-law suite have to be blood or marriage relation, and the owner of the property needs to utilize the single-family residence as a primary residence. Attorney Van Kleunen said in section 2 there was an omission of an additional sentence. Right now the conditional use permit reads that it will be issued and continue for one year and will technically expire after that one-year period. It will allow the Town to review it and make any necessary amends to the conditional use permit it deems necessary. The additional sentence would say if there are no changes, the Town will seek no further review, and it will just continue on and review in the future if need be.

A motion to recommend to the Town Board approval of the conditional use permit for the construction of an in-law unit addition to the principal structure as drafted by the Town Attorney for Kristen and Anthony Ludtke at N55W33169 Terrace Drive, Nashotah subject to Section 2 staff changes was made by Commissioners Siepmann/Olson. Motion carried.

New Business:

Certified Survey Map to Divide a 25-acre Parcel into 2 Parcels – a 6-acre Parcel and the 19.07 Acres that will Remain with the Owner – Requested by J Carl Ernst Trust – Tax Key MRTT0326-998-005 – Planner Haroldson said the owner has provided septic information and the location of the borings with a cross reference data must be shown on the survey. The road width is in question from a letter from Waukesha County, but five years ago when the Commission approved the certified survey for Mr. Ernst the Town already took 33', so the Town should stick with the 66', not 50'. All signature dates need to be changed to 2025. The location map on

sheet 1 needs to show the Oconomowoc and the Little Oconomowoc Rivers. The topographical lines need to be added to the survey. The owner of Lot 2 should verify the location of access drive on to Laskin Road with the Department of Public Works. The surveyor's seal, signature and date must appear on all sheets of the final certified survey map. The conditions of the letter from Waukesha County dated May 28, 2025, must be met. Planner Haroldson said it does meet the proper street frontage.

Chairman Klink asked if the remaining acreage if there would be any proposal in the future to divide or no further divisions. Planner Haroldson responded that they would have to have a road back there and there is some floodplain and shoreland protection back there. Ernst said he has no plans. Commissioner Good said that if he were to divide it, the frontage wouldn't be adequate for two driveways. Planner Haroldson questioned whether the Town wanted to put building envelopes somewhere on Lot 1. Lot 2 doesn't need one because there's no environmental corridor.

Planner Haroldson asked Ernst how many buildings he has on Lot 1. Ernst responded three - the house and two outbuildings. Commissioner Siepmann said he has two garages and a carport. Ernst said it's 4' x 4' set on concrete posts, not enclosed, with just a roof on the posts.

A motion to approve his request for creating a certified survey into two parcels subject to corrections and conditions that need to be met was made by Commissioners Olson/Good. **Motion carried.**

Update for Conditional Use Permit for the Bed & Breakfast – Owned by Daneen Meissner – as Requested by the Town Planner – Tax Key MRTT0367-985 – Meissner said there are some concerns. She only has one neighbor and he pretty much on a weekly basis is complaining at her including in front of her guests, so she said she needs to understand what is permitted and what is not. He is stating that she is running a yoga studio out of her home, and she is not. She offers yoga as well as about 20 other options people can take part in. The neighbor has two dogs, and his dogs are policing her driveway. She has four bedrooms and five cars. She agrees that her business is impacting them, and that is why he is harassing her. He's also complaining that people park on the road. When coming into her driveway, there are no signs that say no parking. On the west side of the street is where her additional help is parking because her guests are in the driveway. There is no sign on the side of the road that the help is parking on. Planner Haroldson questioned if she uses her parcel on the east side of the street. Meissner said she parks her personal vehicle there. Meissner said she's averaging three guests per weekend year-round. Meissner said she appreciates that she's affecting their lives, but she doesn't know how she can control their dogs from policing her driveway. Meissner said their dogs are barking constantly, but they don't come on her property.

Planner Haroldson questioned how often she has yoga when her guests are there. Meissner responded that she offers it two times a day and is limited only to her guests. She has a yoga studio in a corporate training space located on Highway K and 164 where she does large events on Tuesdays and Thursdays. Her interpretation of the conditional use permit is four rooms, eight guests, five cars in the driveway overnight, no longer than 21 days for a single rental, and no boats and trailers, and that's what she's living by. She said she doesn't know why the neighbor thinks she's running a yoga studio, she's not.

Commissioner Siepmann asked if there have been any complaints to the Town. Planner Haroldson responded yes, her neighbor that she's referring to, Mr. Roble. Meissner said she apologizes to him, but it's very uncomfortable. She believes she's doing what is correct. Planner Haroldson said one of the complaints was because she was having a yoga class on her deck from the neighbor she's referring to.

Planner Haroldson stated that basically her plan of operation hasn't changed and everything she said she was going to do, she's doing. Meissner said that on a lot of weekends she's bringing in guests from other states, so a lot of the time she doesn't even have cars in her driveway when she has guests at her bed & breakfast.

CERTIFIED SURVEY MAP NO. _____

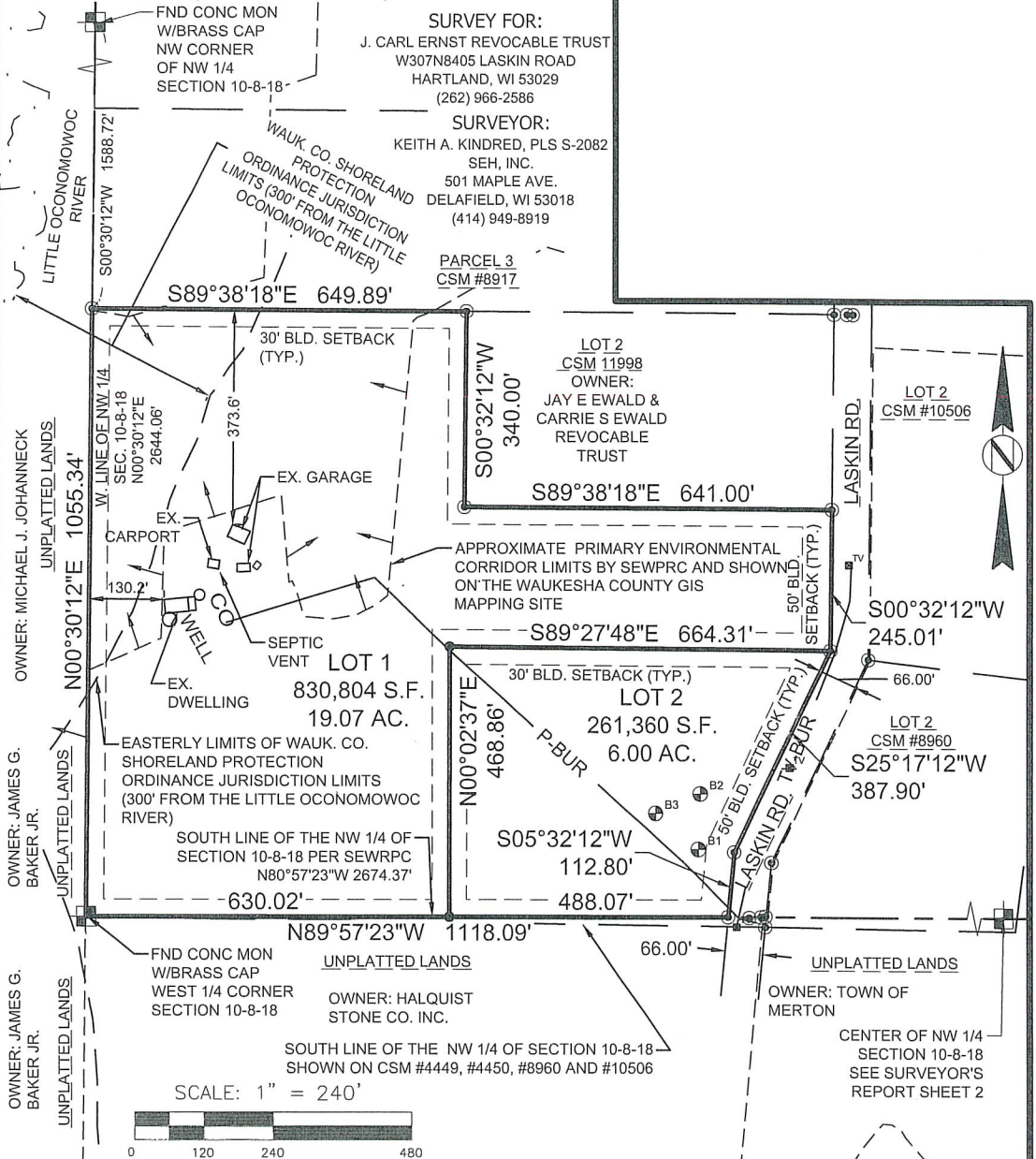
BEING ALL OF LOT 1 OF CSM 11998 LOCATED IN THE SW.
1/4 OF THE NW. 1/4 OF SECTION 10, T.8N., R.18E., TOWN
OF MERTON, WAUKESHA COUNTY, WISCONSIN.

FND CONC MON
W/BRASS CAP
NW CORNER
OF NW 1/4
SECTION 10-8-18

SURVEY FOR:
J. CARL ERNST REVOCABLE TRUST
W307N8405 LASKIN ROAD
HARTLAND, WI 53029
(262) 966-2586

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919

PARCEL 3
CSM #8917



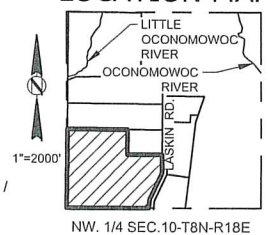
DATED THIS 24TH DAY OF MARCH, 2025
REVISED THIS 4TH DAY OF JUNE, 2025
REVISED THIS 28TH DAY OF AUGUST, 2025
PROJECT NO. ERNSJ #184405

THIS INSTRUMENT DRAFTED BY KENNETH BRAUNLING

LEGEND

- CONC. MON. W/ BRASS CAP FND.
- 3/4" REBAR FOUND (UNLESS OTHERWISE STATED)
- 3/4" REBAR SET, 18" LONG, WT. = 1.502 LBS./LIN. FT.
- B1 - SOIL BORING
- TV-BUR - UNDERGROUND TELEPHONE LINE / PEDESTAL
- P-BUR - UNDERGROUND POWER LINE

LOCATION MAP



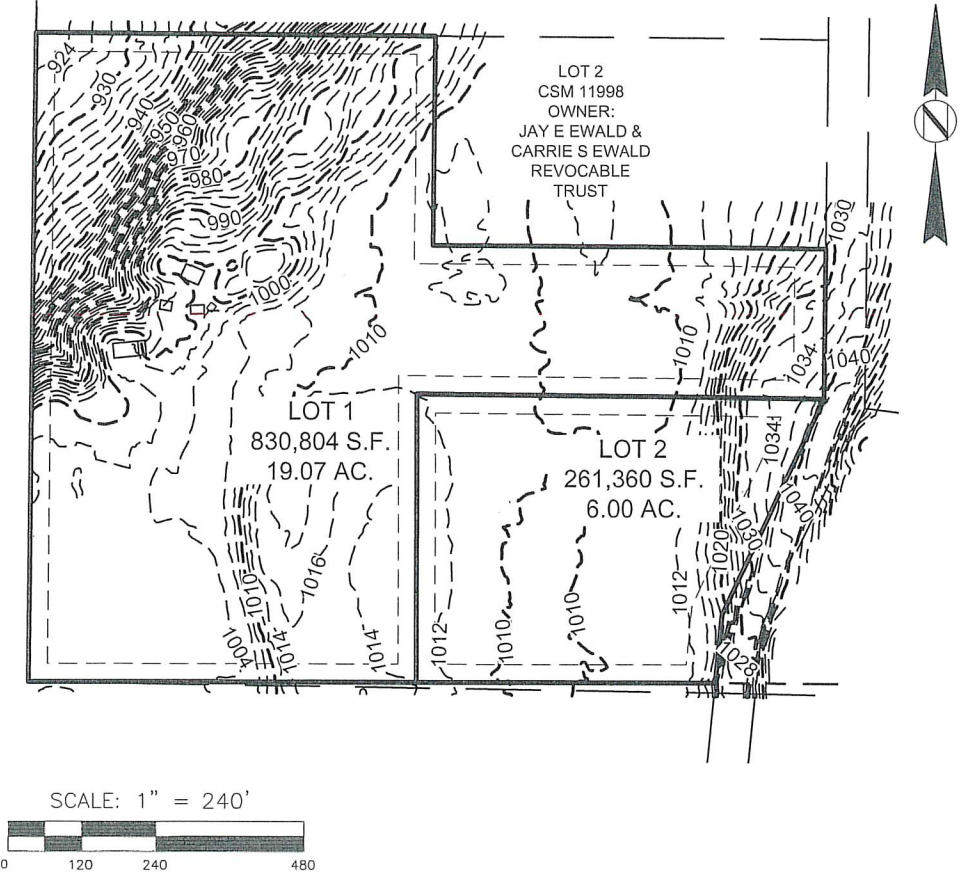
BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE
SYSTEM, SOUTH ZONE (NAD 1927) GRID NORTH ON THE WEST LINE OF THE NW 1/4 OF
SECTION 10-8-18 AS N00°30'12"E.

SHEET 1 OF 8

CERTIFIED SURVEY MAP NO. _____

BEING ALL OF LOT 1 OF CSM 11998 LOCATED IN THE SW.
1/4 OF THE NW. 1/4 OF SECTION 10, T.8N., R.18E., TOWN
OF MERTON, WAUKESHA COUNTY, WISCONSIN.

TOPOGRAPHIC DETAIL
CONTOURS PER WAUKESHA COUNTY GIS



DATED THIS 24TH DAY OF MARCH, 2025
REVISED THIS 4TH DAY OF JUNE, 2025
REVISED THIS 28TH DAY OF AUGUST, 2025

PROJECT NO. ERNSJ #184405

THIS INSTRUMENT DRAFTED BY KENNETH BRAUNLING

SHEET 2 OF 8

CERTIFIED SURVEY MAP NO. _____

BEING ALL OF LOT 1 OF CSM 11998 LOCATED IN THE SW. 1/4 OF THE NW. 1/4 OF SECTION 10,
T.8N., R.18E., TOWN OF MERTON, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, Professional Land Surveyor hereby certify;

That I have surveyed, divided and mapped all of Lot 1 of Certified Survey Map No. 11998 in the Southwest 1/4 of the Northwest 1/4 of Section 10, Town 8 North, Range 18 East, Town of Merton, Waukesha County, Wisconsin, more particularly described as follows:

All of Lot 1 of Certified Survey Map No. 11998;

Said lands contain 1,082,164 Sq.Ft or 25.07 Acres.

That I have made such survey, land division and Certified Survey Map by the direction of J. Carl Ernst Revocable Trust, owner of said lands. That such survey is a correct representation of all the exterior boundaries of the lands surveyed and the division thereof made. That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the subdivision regulations of the Town of Merton, Village of Chenequa, and Waukesha County in surveying, dividing and mapping the same.

Dated this 24th day of March, 2025.

Revised this 4th day of June, 2025.

Revised this 28th day of August, 2025.



Keith A Kindred, PLS 2082

Surveyor's Report

A reference monument was set for Center of Section 10 by Mark A Powers, PLS when he prepared CSM 4450 in 1983. This location of the Center of Section has been used for subsequent CSM prepared along Laskin Road. This location of the Center of Section does not agree with the original location of the Center of Section as established in the field notes contained in Merton Book 4 Pages 60 and 61 from 1947, which places the Center of Section at the intersection of fence lines. The original location for the Center of Section has been perpetuated by Claude Johnson when he placed a SEWRPC Monument at the fence intersection in June of 1995. For these reasons the South Line of the NW 1/4 as monumented by SEWRPC was held to prepare this CSM.



PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

CERTIFIED SURVEY MAP NO. _____

BEING ALL OF LOT 1 OF CSM 11998 LOCATED IN THE SW. 1/4 OF THE NW. 1/4 OF SECTION 10,
T.8N., R.18E., TOWN OF MERTON, WAUKESHA COUNTY, WISCONSIN.

NOTES:

1. PRIMARY ENVIRONMENTAL CORRIDOR SUPPLIED BY WAUKESHA COUNTY GIS. A DELINEATION OF THE PRIMARY ENVIRONMENTAL CORRIDOR MAY BE REQUIRED PRIOR TO ISSUANCE OF A BUILDING PERMIT ON LOT 1.
2. ALL VISIBLE WELLS, SEPTIC SYSTEMS AND BUILDINGS ON AND WITHIN 50 FEET OF THIS CERTIFIED SURVEY MAP ARE SHOWN.
3. BUILDING SETBACKS SHOWN PER TOWN OF MERTON MUNICIPAL CODE CH. 17.45 "A-2 RURAL HOME DISTRICT" 50' SETBACK AND 30' OFFSET. THE ROAD SETBACK AND OFFSET REQUIREMENTS ARE SUBJECT TO MODIFICATION, BASED ON PROVISIONS OF THE WAUKESHA COUNTY SHORELAND PROTECTION ORDINANCE
4. SOIL BORINGS SHOWN PER SOIL EVALUATION REPORT DATED 4/14/2025
5. THIS CSM IS ADJACENT TO AN ACTIVE QUARRY SITE.

PRIMARY ENVIRONMENTAL CORRIDOR RESTRICTIONS

THOSE AREAS IDENTIFIED AS PRIMARY ENVIRONMENTAL CORRIDOR PRESERVATION AREA ON SHEET 1 OF 8 OF THIS CERTIFIED SURVEY MAP SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. GRADING, FILLING AND REMOVAL OF TOPSOIL OR OTHER EARTHEN MATERIALS ARE PROHIBITED, UNLESS SPECIFICALLY AUTHORIZED BY THE MUNICIPALITY IN WHICH THIS LAND IS LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
2. THE REMOVAL OR DESTRUCTION OF ANY VEGETATIVE COVER, I.E., TREES, SHRUBS, GRASSES, ETC., IS PROHIBITED, WITH THE EXCEPTION THAT INVASIVE, DEAD, DISEASED, OR DYING VEGETATION MAY BE REMOVED, AT THE DISCRETION OF THE LANDOWNER, AND WITH APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION. SILVICULTURAL THINNING, UPON THE RECOMMENDATION OF A FORESTER OR NATURALIST AND WITH APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION, SHALL ALSO BE PERMITTED.
3. GRAZING BY DOMESTICATED ANIMALS, I.E., HORSES, COWS, ETC., IS PROHIBITED, UNLESS GRAZING IS CONDUCTED IN ORDER TO MANAGE INVASIVE VEGETATION AND APPROVAL IS OBTAINED BY THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION.
4. THE INTRODUCTION OF PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT IS PROHIBITED.
5. PONDS ARE PROHIBITED UNLESS DESIGNED TO ENHANCE THE NATURAL ENVIRONMENT. PONDS THAT MAY BE PERMITTED ARE SUBJECT TO THE APPROVAL OF THE MUNICIPALITY IN WHICH THEY ARE LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
6. THE CONSTRUCTION OF BUILDINGS IS PROHIBITED.



PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

PROJECT NO. ERNSJ #184405



Keith A. Kindred

DATED THIS 24TH DAY OF MARCH, 2025
REVISED THIS 4TH DAY OF JUNE, 2025
REVISED THIS 28TH DAY OF AUGUST, 2025

THIS INSTRUMENT DRAFTED BY KENNETH BRAUNLING

SHEET 4 OF 8

CERTIFIED SURVEY MAP NO. _____

BEING ALL OF LOT 1 OF CSM 11998 LOCATED IN THE SW. 1/4 OF THE NW. 1/4 OF SECTION 10,
T.8N., R.18E., TOWN OF MERTON, WAUKESHA COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

J. Carl Ernst Revocable Trust, as owner, we hereby certify that we caused that land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the Certified Survey Map. We also certify that this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

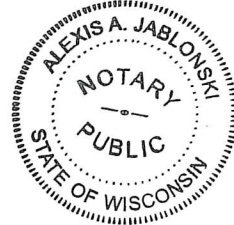
- 1) Town of Merton
- 2) Village of Chenequa
- 3) Waukesha County

Date: 9/15/2025 Signed: J. Carl Ernst Trustee
J. CARL ERNST

STATE OF Wisconsin
Waukesha COUNTY) SS

Personally came before me this 15th day of September, 20 25, the above named
J. Carl Ernst to me known to be the same person who executed the foregoing instrument and
acknowledged the same.

Alexis A. Jablonski
Notary Public
Waukesha County, Wisconsin
My Commission Expires 11/21/2027



Keith A. Kindred

DATED THIS 24TH DAY OF MARCH, 2025
REVISED THIS 4TH DAY OF JUNE, 2025
REVISED THIS 28TH DAY OF AUGUST, 2025



PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

PROJECT NO. ERNSJ #184405

THIS INSTRUMENT DRAFTED BY KENNETH BRAUNLING

SHEET 5 OF 8

CERTIFIED SURVEY MAP NO. _____

BEING ALL OF LOT 1 OF CSM 11998 LOCATED IN THE SW. 1/4 OF THE NW. 1/4 OF SECTION 10,
T.8N., R.18E., TOWN OF MERTON, WAUKESHA COUNTY, WISCONSIN.

CONSENT OF CORPORATE MORTGAGEE:

BANK FIVE NINE, a corporation duly organized and existing under and by virtue of the laws of the State of WISCONSIN mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of J. CARL ERNST REAL ESTATE TRUST, Owners.

IN WITNESS WHEREOF, said BANK FIVE NINE has caused these presents to be signed by CRAG KUBA, its SVP Residential Lending, and countersigned by TIM SCHNEIDER, its PRESIDENT/CEO at OCONOMOWOC, WI, and its corporate seal to be hereunto affixed this 12 day of SEPTEMBER, 20 25.

Craig Kuba SVP, Residential Lending
Tim Schneider President/CEO



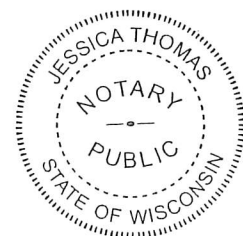
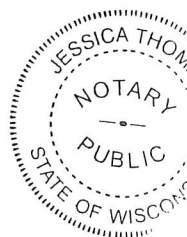
STATE OF WI
Waukesha (COUNTY) SS)

Personally came before me this 12 day of September, 20 25, the above named Craig Kuba

and Tim Schneider of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such SVP Residential Lending and President/CEO of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) Jessica Thomas
Notary Public, Jessica Thomas

My commission expires 03/31/2029



Kea Kl



PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

PROJECT NO. ERNSJ #184405

THIS INSTRUMENT DRAFTED BY KENNETH BRAUNLING

DATED THIS 24TH DAY OF MARCH, 2025
REVISED THIS 4TH DAY OF JUNE, 2025
REVISED THIS 28TH DAY OF AUGUST, 2025

SHEET 6 OF 8

CERTIFIED SURVEY MAP NO. _____

BEING ALL OF LOT 1 OF CSM 11998 LOCATED IN THE SW. 1/4 OF THE NW. 1/4 OF SECTION 10,
T.8N., R.18E., TOWN OF MERTON, WAUKESHA COUNTY, WISCONSIN.

TOWN BOARD APPROVAL CERTIFICATE:

This Certified Survey Map, in the Town of Merton, is hereby approved by the Town Board.

All conditions have been met as of the 27 day of October, 2025

Date: 10/27/25 Signed: Tim Klink
Tim Klink, Chairman

I hereby certify that the foregoing is true and correct copy of an approval adopted by the Town Board of the Town of Merton.

Date: 10/27/25 Signed: Donna Hann
Donna Hann, Town Clerk

PLAN COMMISSION APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Town of Merton, is hereby approved by the Plan Commission.

Approved as of the 4 day of June, 2025

Date: 10/27/25 Signed: Tim Klink
Tim Klink, Chairman

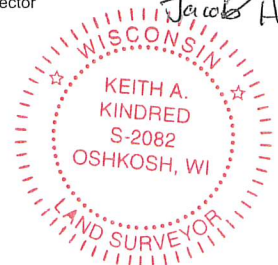
I hereby certify that the foregoing is true and correct copy of an approval adopted by the Plan Commission of the Town of Merton.

Date: 10/28/25 Signed: Holly Claas
Holly Claas, Recording Secretary

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE APPROVAL:

The above, which has been filed for approval as required by Chapter 236.34, WI Statutes is hereby
approved on the 11th day of September, 2025.

Dale R Shaver by Jacob Heermans
Dale R. Shaver, Director



PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

PROJECT NO. ERNSJ #184405

Keakle

DATED THIS 24TH DAY OF MARCH, 2025
REVISED THIS 4TH DAY OF JUNE, 2025
REVISED THIS 28TH DAY OF AUGUST, 2025

THIS INSTRUMENT DRAFTED BY KENNETH BRAUNLING

SHEET 7 OF 8

Instructions: Each applicant must submit to the Wisconsin Department of Natural Resources (DNR) an *Authorizing Resolution* that is approved by the governing body of the organization and indicates which officers or employees of the organization are authorized to do the following:

1. Sign and submit the grant application
2. Sign the Agreement/Contract between applicant and the DNR
3. Submit required reports to the DNR to satisfy the Agreement/Contract (See Agreement/Contract for Requirement, if any)
4. Submit reimbursement request(s) to the DNR
5. Sign and submit other required documentation that maybe required for your specific project.

We strongly recommend that the applicant indicates the authorized person(s) by the title of position in the Authorizing Resolution, rather than by the name of the employee or officer. Employees have been known to retire or change jobs in the middle of a project, and, were this to happen, your resolution would be ineffective if it only lists the employee by name. If your organization requires that a person be named in an Authorizing Resolution, then the resolution should also include the title of position and contact information for the named individual.

Note: If applicant is required to submit a draft "intergovernmental agreement (IGA)" along with your agreement, an Authorizing Resolution is not a substitute for an IGA.

STANDARD AUTHORIZING RESOLUTION

WHEREAS, (*applicant*) The Village of Chenequa is interested in obtaining a cost-share grant from the Wisconsin Department of Natural Resources (DNR) for the purpose of A Point Intercept Survey and Management Plan Update for Pine Lake (as described in the application);

WHEREAS, the respondent attests to the validity and veracity of the statements and representations contained in the application;

WHEREAS, an Agreement/Contract is required to carry out the project; and

NOW, THEREFORE, BE IT RESOLVED, that (*applicant*) The Village of Chenequa

will meet the financial obligations necessary to fully and satisfactorily complete the project and hereby authorizes and empowers the following officials or employees to submit the following documents to the DNR for financial assistance that may be available:

Task	Title of Authorized Representative	Email address and phone number if alternative is used
Sign and submit application	Village Forester	Clincoln@chenequa.org / (262) 450-0193
Enter into an Agreement/Contract with the DNR	Village Forester	Clincoln@chenequa.org / (262) 450-0193
Submit required reports to the DNR to satisfy the Agreement/Contract, as appropriate	Village Forester	Clincoln@chenequa.org / (262) 450-0193
Submit reimbursement request(s) to the DNR per the Agreement/Contract	Village Forester	Clincoln@chenequa.org / (262) 450-0193
Sign and submit other documentation as necessary to complete the project per the Agreement/Contract	Village Forester	Clincoln@chenequa.org / (262) 450-0193

BE IT FURTHER RESOLVED that respondent will comply with all local, state, and federal rules, regulations, and ordinances relating to this project and the cost-share Agreement/Contract.

I hereby certify that the foregoing resolution was duly adopted by _____ at a legal meeting held on this 10th day of November, 2025.

Authorized Signature _____ Date _____

Title Village President

NOTE: The Authorized Signature and the Representative should not be the same person, unless minutes of the meeting where the resolution was adopted are attached.

**VILLAGE OF CHENEQUA AND ELMBROOK HUMANE SOCIETY
ANIMAL SERVICES AGREEMENT**

THIS SERVICES AGREEMENT (the "Agreement"), is made and entered into, by and between, the Village of Chenequa, (the "MUNICIPALITY") and the Elmbrook Humane Society, Inc. (EBHS).

RECITALS

WHEREAS, MUNICIPALITY desires to purchase services from EBHS for the sheltering, care, and humane disposal of stray, abandoned, and impounded animals located within the geographic limits of MUNICIPALITY; and

WHEREAS, at all times this Agreement shall be construed in a manner so as to maximize the welfare of the animals who are the subject hereof and who are cared for by EBHS pursuant to the terms of this Agreement; and

WHEREAS, MUNICIPALITY'S fiscal year runs from January 1 through December 31 each calendar year; and

WHEREAS, EBHS maintains a place of business located at 20950 Enterprise Avenue, Brookfield WI 53045; and

WHEREAS, EBHS is a person entering into a contract with a political subdivision as defined in Wis. Stat § 173.15(1) and acknowledges its obligations under Wis. Stat, § 173.15(2) in relation to said contract; and

WHEREAS, MUNICIPALITY has the authority and/or obligation to enforce (i) Chapter 951 of the Wisconsin Statutes ("Crimes Against Animals"); (ii) Chapter 174 of the Wisconsin Statutes ("Dogs"); (iii) Chapter 173 of the Wisconsin Statutes ("Animals; Humane Officers") and (iv) MUNICIPALITY ordinances (collectively the "Animal Care Laws").

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals (which are acknowledged to be true and correct and are incorporated into this Agreement) and the promises and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement), it is agreed by MUNICIPALITY and EBHS as follows:

1.0 SERVICES.

EBHS agrees to provide the services detailed in this agreement. The parties agree that the responsibilities of EBHS set forth in this Agreement apply to only the services detailed in this Agreement, and not to EBHS's work relating to animals taken into custody for other municipalities, for private surrender, as a service to other animal welfare organizations, by operation of Wis. Stat. § 173.19, or for any other reason.

2.0 COST.

The MUNICIPALITY shall pay for services detailed in this agreement on a fee for service basis as described in Schedule A, which is attached hereto and incorporated herein by reference.

3.0 TERM OF AGREEMENT.

3.1 Term. The term of this Agreement shall commence on January 1, 2026, and this Agreement shall terminate on December 31, 2026, unless sooner agreed to in writing by the parties or renewed as set forth in Paragraph 3.2 herein. The Agreement may also be terminated before the expiration in accordance with Section 6.0.

3.2 Renewal Procedures. Upon expiration of the initial term, this Agreement be renewed for subsequent one (1) year terms upon mutual agreement of the parties in writing. The Agreement may be terminated earlier if subject to termination under Section 6.0.

4.0 DEFINITIONS.

As used in this Agreement, the following words shall have the meaning provided below:

- 4.1 Abandoned. A domestic animal left for any length of time without apparent provision for its food, water, or other care as is reasonably necessary for the animal's health. An abandoned animal includes but is not limited to, an animal owned by a known individual who, because of the owner's death, disability, incarceration, eviction, or other like circumstance, is unable or unwilling to provide appropriate care for the animal.
- 4.2 Domestic Animal. Any animal that is commonly kept by humans as a household pet or companion, including but not limited to dogs, cats, and other similar animals. Domestic animals do not include livestock or exotic animals.
- 4.3 Exotic Animal. Any species not native to Wisconsin or not commonly domesticated, including wild, venomous, or dangerous animals, aquatic animals, or mammals that require specialized care or permits under Wisconsin Statute Chapter 169.
- 4.4 Impound. The act of taking custody of domestic animal by law enforcement or a humane officer under Wis. Stat. § 173.13 or Chapter 951.
- 4.5 Livestock. Animals commonly kept for agricultural purposes, including cattle, horses, swine, sheep, goats, poultry, and similar species, as defined in Wisconsin Statute § 951.01(3).
- 4.6 Redemption. The identification and verification of ownership of a stray or abandoned animal and the return of the animal to its owner.
- 4.7 Safe-Keep. A voluntary, temporary emergency housing program operated by EBHS that provides short-term shelter and care for owned domestic animals of residents of MUNICIPALITY when the owner is temporarily unable to provide such care due to crisis or emergency circumstances.

- 4.8 Seizure. The act of taking custody of a domestic animal by law enforcement or a humane officer, whose owner is known, pursuant to Wis. Stat. § 173.13 or Chapter 951.
- 4.9 Stray. A domestic animal found wandering at large or unattended off the owner's premises and not under the control of any person.
- 4.10 Unclaimed. An impounded domestic animal whose owner has failed to redeem the animal within the time period allowed by Wis. Stat. § 173.23.
- 4.11 Wild Animal. Any native, undomesticated animal regulated under Wis. Statute Chapter 169, including mammals, birds, reptiles, or amphibians that naturally live in the wild.

5.0 DESCRIPTION OF SERVICES.

5.1 Cooperation. EBHS agrees to use commercially reasonable methods in working with all MUNICIPALITY departments, agencies, employees and officers in providing the services described herein. The MUNICIPALITY agrees to use commercially reasonable methods in working with EBHS in order to enable EBHS to provide the services described herein and in paying for such services.

5.2 EBHS Personnel. EBHS agrees to secure, at its own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of MUNICIPALITY. EBHS shall ensure that its personnel are instructed that they do not have any direct individual contractual relationship with MUNICIPALITY. Except as otherwise provided in this Agreement, MUNICIPALITY shall have no authority over any aspect of EBHS's personnel practices and policies and shall not be liable for actions arising from such policies and practices.

5.3 Services for Abandoned and Stray Animals. EBHS agrees to provide animal care services (as described below in this paragraph) as well as humane euthanasia and cremation services for domestic animals found stray or abandoned within the geographical limits of MUNICIPALITY. Animal care services shall include: (i) admitting services as deemed appropriate by EBHS; (ii) limited pick-up services; (iii) daily custodial care; (iv) necessary and appropriate veterinary treatment; (v) redemption services; and (vi) euthanasia services. Animal care services purchased under the terms of this Agreement include those provided on the day the animal is admitted to EBHS and for the required holding period under Wis. Stats. § 173.19.

5.3.1 Admitting Services. EBHS shall have the sole and exclusive right under this Agreement to provide those admitting services that it deems in its professional judgment are in the best interest of the animal and the shelter environment in which the animal is maintained.

5.3.2 Limited Pick-up Services. EBHS may provide pick-up services during business hours at the request of MUNICIPALITY for domestic animals deemed reasonably contained by EBHS.

5.3.3 Custodial Care. Custodial care shall include for each animal cared for under the terms of this Agreement, the provision of: (i) adequate food and water to maintain the animal's health; (ii) daily status check; and (iii) adequate shelter as required by Wis. Stat. § 951.44.

5.3.4 Veterinary Care. Necessary and appropriate veterinary care and treatment, beyond that provided every animal upon admission and the daily custodial care, shall be provided as determined necessary and appropriate in the sole discretion of EBHS.

5.3.5 Redemption Services. Redemption services shall include reasonable attempts to identify, locate, make contact with, and provide written notice to an animal's owner in order to arrange for either the surrender of the animal or the return of the animal to its owner. Said efforts will be made within the statutory holding period.

Notwithstanding the foregoing, the parties acknowledge that the owners of some stray and/or abandoned animals are never known or even identified such that EBHS's ability to find the owner is a legal impossibility and/or not possible with reasonable effort. EBHS may charge and retain reasonable fees to owners redeeming animals.

5.3.6 Unclaimed Animals. Unclaimed animals become the property of EBHS after the time period allowed by Wis. Stat. § 173.23. If EBHS is able to adopt the animal out to a new home, EBHS shall keep all adoption fees.

5.3.7 Euthanasia. The decision to euthanize an animal shall be within the sole and absolute discretion of EBHS. EBHS agrees to abide by the applicable statutory holding periods before euthanizing any animal governed thereby.

5.4 Services for Impounded Animals. EBHS agrees to provide animal care services (as described in this paragraph) as well as euthanasia and cremation services for domestic animals that are seized within the geographical limits of MUNICIPALITY, and that are impounded at EBHS. Animal care services shall include (i) admitting services as deemed appropriate by EBHS; (ii) limited pick-up services, (iii) daily custodial care; and (iii) necessary and appropriate veterinary treatment. Custodial care shall include the provision of adequate species appropriate food and water to maintain the animal's health; daily health checks; and adequate shelter as required by Wis. Stat. § 951.14. Animal care services will be provided on the day the animal is admitted to EBHS and until the animal is either removed from the facility, the animal is deemed unclaimed, the animal is returned to the owner, or ownership of the animal is transferred to EBHS by order of any court of competent jurisdiction. The law enforcement officer dropping any such animal off shall identify the name of the animal's owner, if known, and advise EBHS of its impound status. EBHS may provide pick-up services during business hours at the request of MUNICIPALITY for domestic animals deemed reasonably contained by EBHS. EBHS shall release impounded animals to their owners or authorized representatives only upon receipt of reasonable proof of ownership, payment of

all applicable fees, and compliance with licensing and vaccination requirements as provided under Wis. Stat. § 173.23. EBHS shall not release any animal held under law enforcement, court, or quarantine order without written or documented verbal authorization from the MUNICIPALITY, law enforcement officer, or other agency having jurisdiction. Fees will be kept by EBHS. Unclaimed animals become the property of EBHS after the time period allowed by Wis. Stat. § 173.23. If EBHS is able to adopt the animal out to a new home, EBHS shall keep all adoption fees.

5.5 Notice and Penalties for Impounded Animals. The parties recognize that for various reasons, delays can occur in the process of achieving outcomes for impounded animals. The parties further recognize that avoidable delay is harmful not only to individual impounded animals, but also, because it creates unnecessary shelter crowding, to the overall process by which EBHS strives to support the welfare of all animals in its care and who may come into its care. For these reasons, the parties have chosen a notice-and-penalty mechanism to increase their alignment and nevertheless have intentionally chosen broad language to ensure that this mechanism will be available when needed. For these reasons, the parties agree to the following procedures with respect to impounded animals.

5.5.1 Notice by EBHS. With respect to any impounded animal being provided animal care services by EBHS, EBHS shall have the unilateral right to require MUNICIPALITY to take custody of the animal upon thirty (30) days written notice to MUNICIPALITY requesting that any such animal be picked up from EBHS. Said notice shall be delivered pursuant to the notice provisions set forth in Section 14 below.

5.5.2 Penalty. If MUNICIPALITY fails to pick up the animal by the 30th day after MUNICIPALITY has received the written notice described above, MUNICIPALITY shall be charged \$100.00 (one hundred dollars and no cents) per day (per animal) for each day thereafter that the animal remains in the care of EBHS, in addition to any other charges permitted by this Agreement.

5.6 24-hour Availability. EBHS will provide access to the facility so that authorized personnel operating within the geographical boundaries of MUNICIPALITY can drop off animals eligible for sheltering services under this Agreement during times when the facility is closed to the public.

5.6.1 Upon request of MUNICIPALITY and subject to EBHS's availability, EBHS may assist in the pickup and transport of domestic animals located within the MUNICIPALITY when the facility is closed to the public. Any such pickup or transport services shall be scheduled by mutual agreement and may be subject to additional fees as set forth in Schedule A. EBHS shall not be required to provide emergency field response or retrieval services outside of such agreed-upon circumstances.

5.6.2 All animals delivered to EBHS shall be accompanied by complete written documentation provided by the delivering officer or authorized representative. Such documentation shall include, to the extent known; (i) the date and time of drop-off; (ii) the name and contact information of the delivering officer or agency; (iii) the location

where the animal was found or seized; (iv) the animal's description, apparent condition, and any identifying information (tags, microchip, collar, etc.); and (v) any relevant case or incident report number.

5.7 Livestock and Exotic Animals. When large livestock or exotic animals are found stray, abandoned, or are otherwise impounded within the geographical limits of MUNICIPALITY, EBHS shall assist MUNICIPALITY by providing the following limited services:

5.7.1 EBHS shall assist MUNICIPALITY in identifying and coordinating placement for such animals with an appropriate licensed facility, farm, rescue organization, or sanctuary equipped to house and care for the animals involved.

5.7.2 At the sole discretion of EBHS, containment and short-term care may be provided by EBHS if immediate containment is necessary for the welfare of the animal or public safety, and only when it can be done safely and humanely.

5.7.3 All costs associated with transport and care of livestock shall be responsibility of MUNICIPALITY unless otherwise agreed to in writing by the parties.

5.8 Services for Wild Animals. When wild animals are found injured, orphaned, diseased, or displaced within the geographical limits of MUNICIPALITY, EBHS shall assist MUNICIPALITY by providing the following limited services during EBHS's regular business hours and in accordance with all applicable laws, regulations, and requirements:

5.8.1 Coordination. EBHS shall assist MUNICIPALITY or law enforcement in identifying and coordinating appropriate response with the Wisconsin Department of Natural Resources (DNR) and/or local licensed wildlife rehabilitator for the safe and humane handling, transport, and care of the wild animals involved.

5.8.2 Containment and Transport Services. At the sole discretion of EBHS, containment and transport may be provided if immediate containment is necessary for the welfare of the wild animal or for public safety, and only when such actions can be accomplished legally, safely and humanely and during regular business hours.

5.8.3 Education and Referral Services. EBHS shall provide educational and referral services to residents of MUNICIPALITY regarding wildlife concerns. Such services may include information about coexisting safely with wildlife, preventing conflicts with wild animals, and referrals to DNR personnel or licensed wildlife rehabilitators for additional assistance.

5.8.4 Wild Animals and Rabies Exposure. When there is reasonable cause to believe that a wild animal has exposed, or may have exposed, a person or domestic animal to rabies, EBHS may, when possible and as resources allow, provide containment, transport, humane euthanasia, and specimen preparation services for rabies testing. All such activities shall be conducted in compliance with the Waukesha County Rabies Control Program, applicable DNR regulations, and Wis. Stat. § 95.21.

5.9 Safe-Keep Services. EBHS offers a Safe-Keep Program as a community service to residents of MUNICIPALITY, providing temporary emergency care and shelter for owned domestic animals when circumstances prevent the owner from providing immediate care. Such services shall be provided at no cost to the owner, as space and resources allow, and solely at the discretion of EBHS. Safe-Keep services are provided as a voluntary community support program and shall not be construed as a mandated or ongoing municipal service. EBHS shall not be required to accept any animal for Safe-Keep services if space, staffing, or animal health and safety considerations prevent it from doing so. Animals admitted under the Safe-Keep Program remain the property of the owner and are not considered stray, abandoned, or impounded animals under this Agreement.

5.10 Rabies Control Services. EBHS participates in the Waukesha County Rabies Control Program and serves as a designated quarantine facility for MUNICIPALITY. EBHS shall provide the following services as space and resources allow, in accordance with the program's guidelines and applicable state law, including Wis. Stat. § 95.21 and 173.13:

5.10.1 Quarantine Services. EBHS shall provide quarantine services for domestic animals required to be confined for observation following an incident involving potential rabies exposure. Quarantine services may include isolated housing, care, monitoring, and recordkeeping for the duration of the required quarantine period as directed by the Waukesha County Rabies Control Program or other authorized agency. Costs associated with quarantine housing, care, specimen preparation, testing, and submission shall be paid by the owner of the animal at the time the animal is brought to EBHS for services.

5.10.2 Specimen Preparation. EBHS shall, when requested by MUNICIPALITY or public health officials, assist in the preparation and submission of animal specimens for rabies testing. Such services shall include coordination with the Waukesha County Rabies Control Program, proper specimen handling, and compliance with all applicable testing and transport procedures.

5.10.3 Rabies Vaccination Program. EBHS agrees to comply with statutory mandates regarding the vaccination of animals against rabies.

6.0 TERMINATION OF AGREEMENT.

6.1 Termination; No Cause. Either party may terminate this Agreement, for any reason, at any time upon 60 days' written notice.

6.2 Termination for Cause. The following shall constitute grounds for termination by the non-breaching party 30 days from written notice of termination:

6.2.1 EBHS's failure to cure, within 30 days of written notice of breach, a substantial violation of any State, Federal, or local law governing the services provided under this Agreement, as expressed by applicable statutes, rules, and regulations.

6.2.2 EBHS's failure to obtain, within 30 days of written notice of breach, any license or certification required by law for the provision of the services required by this Agreement.

6.2.3 The MUNICIPALITY's failure to cure, within 30 days of written notice of breach, a failure to timely pay for services rendered under this Agreement.

7.0 INDEMNIFICATION/INSURANCE.

7.1 Indemnification of MUNICIPALITY. EBHS shall indemnify and hold harmless and defend MUNICIPALITY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which MUNICIPALITY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of any breach of this agreement by EBHS, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from (1) the acts or omissions of MUNICIPALITY, its agencies, boards, commissions, officers, employees or representatives, or (2) the acts or omissions of third parties. The obligations of EBHS under this paragraph shall survive the expiration or termination of this Agreement.

7.2 Indemnification of EBHS. The MUNICIPALITY shall indemnify, hold harmless and defend EBHS, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which EBHS, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of any breach of this agreement by MUNICIPALITY, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from (1) the acts or omissions of EBHS, its agencies, boards, commissions, officers, employees or representatives, or (2) the acts or omissions of third parties. The obligations of MUNICIPALITY under this paragraph shall survive the expiration or termination of this Agreement.

7.3 Insurance. EBHS shall procure and maintain throughout the term of this Agreement, without any additional expense to MUNICIPALITY a general liability insurance policy with limits of at least \$1,000,000 issued by a company authorized to do business in the State of Wisconsin and licensed by the Wisconsin Office of the Commissioner of Insurance. Upon the execution of this Agreement, EBHS will furnish MUNICIPALITY with written verification of the existence of such insurance in the form of a Certificate of Insurance. MUNICIPALITY shall be named as an additional insured on said policy.

8.0 FACILITY INSPECTION.

Any animal sheltered by EBHS pursuant to the terms of this Agreement may be viewed by law enforcement officer and/or other designated representative of MUNICIPALITY during the holding period to ascertain the animal's health and care, while accompanied by an EBHS representative or staff member, during regular business hours or by mutual arrangement.

9.0 NO WAIVER BY PAYMENT OR ACCEPTANCE.

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by MUNICIPALITY of any breach of the covenants of this Agreement or a waiver of any default of EBHS and the making of any such payment or acceptance of any such service or product by MUNICIPALITY while any such default or breach shall exist shall in no way impair or prejudice the right of MUNICIPALITY with respect to recovery of damages or other remedy as a result of such breach or default.

10.0 PAYMENT.

MUNICIPALITY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule A, which is fully incorporated herein by reference.

11.0 DOCUMENTATION & RECORD-KEEPING.

EBHS shall maintain accurate and complete records relating to the services provided under this Agreement, including the intake, care, and disposition of animals handled on behalf of MUNICIPALITY. Such records shall be maintained in accordance with applicable state and local laws and consistent with EBHS's standard operating procedures.

EBHS shall make relevant records available to MUNICIPALITY upon reasonable request and shall provide periodic summary reports as described in Schedule B of this Agreement. All documentation and reporting shall comply with applicable Wisconsin statutes, including those governing open records, rabies control, and animal impoundment.

12.0 REPORTS.

EBHS agrees to provide reports to MUNICIPALITY as required and outlined in the attached Schedule B, which is fully incorporated herein by reference. Further, upon request EBHS shall provide copies of any document constituting a "record" under Chapter 19 of the Wisconsin statutes.

13.0 COMPLIANCE WITH STATE OF WISCONSIN OBLIGATIONS.

EBHS warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, EBHS shall notify MUNICIPALITY immediately, in writing, any change in its registered agent, its registered agent's address, and EBHS's legal status.

14.0 NOTICE.

14.1 Notice to MUNICIPALITY. Except as more specifically provided by the terms of this Agreement, notice to MUNICIPALITY shall be delivered via first class mail, return receipt requested, as follows:

Pamela Ann Little, Village Clerk-Treasurer
Village of Chenequa
31275 W County Road K
Chenequa WI, 53029

14.2 Notice to EBHS. Except as more specifically provided by the terms of this Agreement, notice to EBHS shall be delivered via first class mail, return receipt requested, as follows:

Natalie Hoskins, Executive Director
Elmbrook Humane Society
20950 Enterprise Avenue
Brookfield, WI 53045

15.0 ASSIGNMENT. Neither party shall assign nor transfer any interest or obligation under this Agreement without the prior written consent of the other.

16.0 THIRD-PARTY BENEFICIARIES. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or appeal existing duties, rights, benefits or privileges of any third-party or parties, including, without limitation, employees of either party and any other municipality located within the geographic limits of MUNICIPALITY.

17.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

18.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT. In entering into this Agreement, the parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice, concerning the legal consequences of this Agreement. They further agree that the terms of this Agreement have been completely read and explained to them and they are fully understood and voluntarily accepted.

19.0 WARRANTY OF CAPACITY TO EXECUTE.

19.1 Jo Ann Villavicencio-Village Board President and Pamela Ann Little-Village Clerk-Treasurer, warrant that they have the legal authority to execute this Agreement on behalf of MUNICIPALITY and to receive the consideration specified in it, and that neither they nor MUNICIPALITY have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement,

19.2 Natalie Hoskins-Executive Director of EBHS, warrants that he/she has the legal authority to execute this Agreement on behalf of EBHS and to receive the consideration specified in it, and that neither he/she nor EBHS have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

SCHEDULE A

PAYMENT

1.0 COSTS.

MUNICIPALITY agrees to pay EBHS a base annual fee equal to \$2.00 per resident, based on the 2020 U.S. Census population of 526, resulting in an annual base payment of \$1,052. This fee represents full compensation for all services described in this Agreement unless otherwise specified in writing.

The base fee shall be paid in two (2) equal installments within the service period year. The first installment shall be due on or before January 31, and the second installment shall be due on or before July 31 of the same calendar year, unless otherwise agreed upon in writing by the parties.

Any services requested by MUNICIPALITY, but not covered under this Agreement, may be provided by EBHS in its discretion, and any such services will be billed separately at rates agreed in writing by the parties or as specified in this Agreement.

SCHEDULE B

REPORTS

Costs billed by EBHS to MUNICIPALITY will be paid with public funds. The parties acknowledge that as a custodian of public funds, MUNICIPALITY has an interest in understanding the expenses incurred by EBHS in providing services under this Agreement. With that understanding, EBHS agrees to provide MUNICIPALITY with the reports described below.

1.0 Reporting Schedule. EBHS shall submit quarterly reports to MUNICIPALITY within fifteen (15) days following the end of each fiscal quarter (March 31, June 30, September 30, and December 31). Reports shall summarize activities for the preceding quarter and include, at minimum, the data and information specified in Section 2.0.

2.0 Required Reporting Content. EBHS shall report on all domestic animals originating within MUNICIPALITY and admitted under this Agreement, including but not limited to: (i) stray, abandoned, seized, and quarantined animals admitted; (ii) species breakdown; and (iii) Outcome activity for each category, including reclaimed, adopted, transferred, euthanized, deceased on arrival, or remaining in care. Additional activity reports may be provided by EBHS at the reasonable request of MUNICIPALITY.

VILLAGE OF CHENEQUA
Resolution No. 2025-11-10-03

**RESOLUTION RELATIVE TO THE FINDING OF A PUBLIC NUISANCE
WITH RESPECT TO THE EXISTENCE OF OAK WILT
UPON CERTAIN PROPERTIES LOCATED IN THE VILLAGE OF CHENEQUA
AND ORDERING ABATEMENT OF SUCH PUBLIC NUISANCE**

WHEREAS, on October 13, 2025, the Village Board of the Village of Chenequa received a memorandum from the Village Forester addressing the existence of Oak Wilt in 68 trees which are located on the properties listed on Attachment A; and

WHEREAS, the Village Board has been advised by the Village Forester that correspondence relating to Oak Wilt as a public nuisance, abatement of such public nuisance and notification of this meeting of the Village Board has been sent or delivered to the owners of the properties listed on Attachment A; and

WHEREAS, the Village Board has further received a recommendation from the Village Forester regarding the basis for a finding that a public nuisance exists on the properties listed on Attachment A together with a recommendation that abatement of such public nuisance be ordered;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Chenequa that:

Section 1. Findings. Based upon the memorandum and recommendation from the Village Forester, the Village Board hereby finds that the public nuisance of Oak Wilt to exist on the properties listed on Attachment A.

Section 2. Abatement. The Village Board hereby authorizes and directs the Village Forester to send orders with respect to the required abatement of the public nuisance of Oak Wilt on the properties listed on Attachment A to the owners of such properties; and

BE IT FURTHER RESOLVED, that the Village Forester is authorized and directed to take appropriate action pursuant to the Village Code in the event of the owners of the properties listed on the Attachment A do not comply with the abatement orders of the Village of Chenequa.

Adopted this 10th day of November, 2025

VILLAGE OF CHENEQUA

BY: _____
Jo Ann F Villavicencio
Village President

ATTEST:

Pamela Ann Little, Village Clerk
Date Posted: November 11, 2025

ATTACHMENT A
OAK WILT SURVEY SHEET 2025
CHENEQUA FORESTRY

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 Laurette	25-047	Yes	7"
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"