



AGENDA

Village of Chenequa Plan Commission
Monday, April 13, 2026, at 6:00 p.m.
31275 W. County Road K, Chenequa, WI 53029

This is official notice that a meeting of the Plan Commission for the Village of Chenequa will be held on April 13, 2026, at 6:00 p.m., in the Village Board Room and via Zoom Communications. The following matters will be discussed, with possible actions:

Call to Order
Pledge of Allegiance

1. Public comment period: *Public comments on any subject without any action, except possible referral to a governmental body or staff member.*
2. Approval of minutes from the Plan Commission meeting held on March 9, 2026.
3. Review and consider action on a proposed fence at 32695 W Oakland Road submitted by Ernest and Meloney Kubick (Tax Key No. CHQV0403995003)
4. Review and consider action on a Agreement for Technical Services between Village of Chenequa and Strand Associates, Inc related to 31817 W Muscovy Road and 31795 W Muscovy Road (Tax Key No. CHQV0398999002 & CHQV0398999003).
5. Review and consider action on Engineering fees for Plan Commission Site and Plan Review and modify fee schedule accordingly.
6. Adjournment.

Respectfully submitted by:
Jasmine Haugland, Village Clerk

To participate via Zoom:

<https://us02web.zoom.us/j/81860840913?pwd=BGck7srcaLEpb9QEuI5GnpbaIsojQF.1>

Meeting ID: 818 6084 0913

Passcode: 597511

Or Dial: 301 715 8592 US

Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to the Village Administrator with as much advance notice as possible. It is possible that members of and possibly a quorum of members of the Village Board or other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information. No action will be taken by any other governmental body except by the governing body noticed above.

NOTICE OF POSTING TO VILLAGE HALL BULLETIN & WEBSITE
Village Clerk posted this agenda on Wednesday, April 8, 2026, by 4:30 PM

PLAN COMMISSION MINUTES
VILLAGE OF CHENEQUA

VILLAGE OF CHENEQUA – PLAN COMMISSION MINUTES
OF MONDAY, MARCH 9, 2026
Unofficial until approved by the Plan Commission.
Approved as written () or with corrections () on _____.

A meeting of the Plan Commission was held on Monday, March 9, 2026, at 6:00 p.m. utilizing Zoom Communications and in person.

Ms. Villavicencio / Chairperson – present
Ms. Surlles / Member – absent
Mr. Pranke / Member – present
Mr. Enters / Member – present
Ms. Benz / Member – present
Mr. Carroll / Member – present
Mr. Kriva / Member – present
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
Ms. Haugland - present

Call to Order

Pledge of Allegiance

Public in Attendance

Paul Villavicencio, William Villavicencio, Jason Luther, EJ Kubick, JoJo Gehl Neuman, Carol Manegold, Richard Grunke; via Zoom: Bob Fiedler, Debbie McNear

Public Comment

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

Public comments were made by: Debbie McNear.

Approval of minutes from the Plan Commission meeting held on February 9, 2026.

Motion (Kriva/Enters) to approve the minutes as presented. *Motion carried.*

Review and consider action on a proposed driveway reconfiguration and accessory structure at 6013 N State Road 83 submitted by Brett and Michelle Stubblefield. (Tax Key No. CHQV0398987).

Mr. Lincoln reported that the Applicants propose to construct a two-story accessory structure. In total, this structure has a square footage of 2,847 with an overall footprint of 2724 square feet. Per Section 6.5(6)(c)(i) “The Maximum footprint of all accessory buildings erected, modified or moved on any lot shall not exceed two (2) percent % of the total lot area.” Two percent (2%) of 3.131 acres is 2,727.72 square feet. As proposed, this structure is built into an existing hill. To accommodate for the change in

terrain, the Applicants are looking to have an upper segment and a lower segment of this garage that will be connected by a stairway. There is a proposed bathroom with a sink and a toilet on the first floor. There is no cooking or sleeping quarters proposed for this structure. The proposed detached accessory structure is over one hundred (100) feet to any existing single-family structure on an adjoining lot which complies with Section 6.5(c)(i). This structure is proposed to be sheathed with blue lap siding and stone veneer accents. The roof of this structure is proposed to be asphalt shingle. An exterior light option has been submitted. The proposed lights are fully shielded and comply with the color temperature requirements specified in Section 5.24. A portion of this proposal includes the removal of an underground bunker structure on the property.

The second part of this proposal involves the modification to the existing driveway on the property. As proposed, the Applicants are looking to slightly widen the driveway; and remove existing timbers and replace them with block to match block currently being used for retaining walls on the property.

Motion (Benz/Carroll) to recommend to the Village Board approval of the proposed driveway configuration and accessory structure at 6013 N State Road 83 submitted by Brett and Michelle Stubblefield. *Motion carried.*

Review and consider action on proposed modifications to a previously approved plan for an accessory structure remodel project at 31795 W Muscovy Road submitted by 31795 W Muscovy Road LLC. (Tax Key No. CHQV0398999002).

Mr. Lincoln advised that in July of 2025, 31795 Muscovy LLC received approval from the Village Board to downsize an existing dwelling on the property and remove its living quarters. As part of the review, the Applicants also received approvals to refinish the exterior to match the other structures on the property. Since these plans were originally approved, the architect has made some minor modifications to the plans, triggering the need for this proposal to re-appear before the Plan Commission and Village Board for review.

Proposed changes to be made to the existing dwelling include replacing all windows (relocating some within the existing walls), replace the existing garage doors, and re-grade the north yard of the remaining Accessory Garage structure. The proposed windows and associated exterior trim and garage doors will match the previously approved Guest House (Lot 1) and Main House (Lot 2) windows, exterior trim package, and garage doors. The proposed revision to the north yard grades is required to infill the hole from removal of the Apartment structure. The proposed grades will be flattened out to remove existing retaining walls and stone steps that surrounded the original Apartment structure. The submittal also proposed to clad the existing detached garage with cedar shingles, replace the existing asphalt roof with cedar shingles, and replace the existing garage door, man-door and exterior sconce to match previously approved site structures. No proposed changes shown will result in a footprint increase or change in structure height. Photo samples of the proposed new materials were included in the packet.

Motion (Pranke/Kriva) to recommend to the Village Board approval of the proposed modifications to a previously approved plan for an accessory structure remodel project at 31795 W Muscovy Road submitted by 31795 W Muscovy Road LLC. *Motion carried.*

Review and consider action on An Ordinance Amending Various Portions of Chapter 5 of the Village of Chenequa Municipal Code Regarding Adoption of Updated References to Uniform Dwelling Code Provisions; Ordinance No 2026-03-09-01

Motion (Carroll/Benz) to recommend to the Village Board approval of An Ordinance Amending Various Portions of Chapter 5 of the Village of Chenequa Municipal Code Regarding Adoption of

Updated References to Uniform Dwelling Code Provisions; *Ordinance No. 2026-03-09-01. Motion carried.*

Discussion on Aerators.

At the direction of the Village Board, a field review was conducted to inventory permanent piers and wet boathouses on Beaver Lake and North Lake. The purpose of the review was to determine whether any structures appear to rely on aerators during the winter months.

Beaver Lake had nine (9) permanent piers, one (1) wet boathouse and no winter aerators in use were observed.

North Lake had five (5) permanent piers, two (2) floating piers, one (1) wet boathouse and no year-round aerators were observed. There was one instance of a seasonal aerator used, limited to spring ice breakup (wet boathouse).

Based on the inventory conducted, there does not appear to be widespread or routine reliance on winter aerators on either Beaver Lake or North Lake at this time. However, based on resident feedback, it is my recommendation that wet boathouses be taken into consideration during review of the proposed aerator ordinance. Freeze-thaw cycles and ice shoves have the potential to cause stress or damage to these buildings. The use of aerators can potentially alleviate this issue.

It was the consensus of the Members to put out a notice in the upcoming newsletter to notify residents of the DNR regulations regarding aerator postings.

Adjournment

Motion (Benz/Kriva) to adjourn at 6:37 p.m. *Motion carried.*

Respectfully submitted by:

Approved and Ordered Posted by:

Jasmine Haugland
Village Clerk

Jo Ann F. Villavicencio
Chairperson



STAFF REVIEW

Date: April 2nd 2026

Meeting Date & Time: Monday, April 13th, 2026 at 6:00 p.m.

To: Plan Commission, Village of Chenequa

From: Planning Department

Subject: Site Plan Review

Owner: E.J and Melony Kubick

Location: 32695 W Oakland Road

Project Description: Proposed Fence

Zoning District: Residence District- Off Lake

COMMENTS:

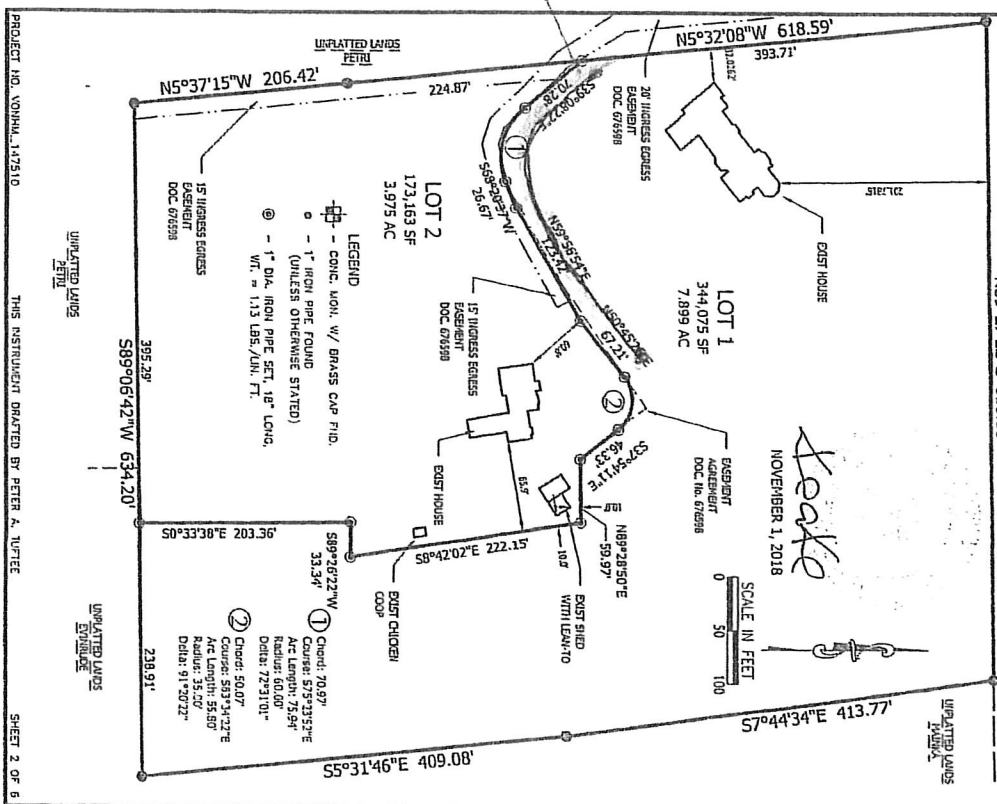
1. The Applicants are proposing to construct a 6-foot privacy fence along the southern boundary of the property.
2. Section 5.20 of the Village Code regulates appearance and style of fences.
 - a. **Section 5.20(1)** States:
“Except as provided in subsections (2) and (3) below, no person shall erect, construct, alter or enlarge a fence without obtaining a permit. Every application for a fence permit shall be accompanied by a dimensional drawing showing the proposed location and construction. All permit applications shall be referred to the Plan Commission and shall be considered as to appearance, materials, design, location, height and harmony of the proposed fence with the principal structure on the lot and structures on neighboring lots so as not to adversely affect property values in the neighborhood.”
 - b. **Section 5.20(4)** restricts fences to a maximum height of 8’ and requires a minimum two (2) foot setback from the lot line.
3. The proposed privacy fence is to be constructed of cedar (sample photos provided in packet).
4. An existing survey has been included highlighting the proposed fence location.
5. Notes from the submitted quote indicate the fence will be located no closer than two (2) feet from the southern lot line, consistent with the requirements of Section 5.20(4).

6. The total proposed fence length is approximately 310 feet.
7. A property boundary delineation for must be completed before installation of the fence.
8. The proposed project meets all other applicable requirements of the Village of Chenequa Zoning Code.
9. A building permit must be obtained from the Building Inspector prior to start of construction.

c: Matthew T Carney, Police Chief/Administrator
Jasmine Haugland, Clerk/Treasurer
Paul Launer, Lake Country Inspections
E.J. and Melony Kubick, Owner
Cody Lincoln, Zoning Administrator

CERTIFIED SURVEY MAP NO. _____
 BEING A PART OF THE NE 1/4 OF THE SW 1/4 OF
 SEC. 29, T.8N., R.18E.,
 VILLAGE OF CHEMQUOLA, WAUKESHA COUNTY, WI

W. OAKLANDS RD.
 60' ROW



Approx
 310 feet of
 cedar privacy
 fence along
 property line
 will comply
 with minimum
 2 foot setback
 from lines
 no driveway

ESTIMATE

Behl Fence LLC
 N1223A Scofield Rd
 Watertown, WI 53098
 (920) 248-6495
behlfence@gmail.com



Customer
 EJ & Meloney Kubick
 32695 W Oakland Rd
 Nashotah, WI
 (262) 290-0603

3

DESCRIPTION	QTY	UNIT
6' Cedar Stockade Privacy Fence w/ Installation (Feet)	307	\$
Steel Postmaster Posts Pounded		
6" Cedar Dogear Pickets		
(3) 2"x4" Rough Sawn Cedar Rails		
Stick Built on Site		

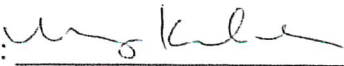
Location is a hard dig so concrete will be used if not able to pound posts

Price Includes Dirt Cleanup
 Final Footage To Be Completed Upon Completion
 Customer Acquires Permit & HOA Approval If Needed

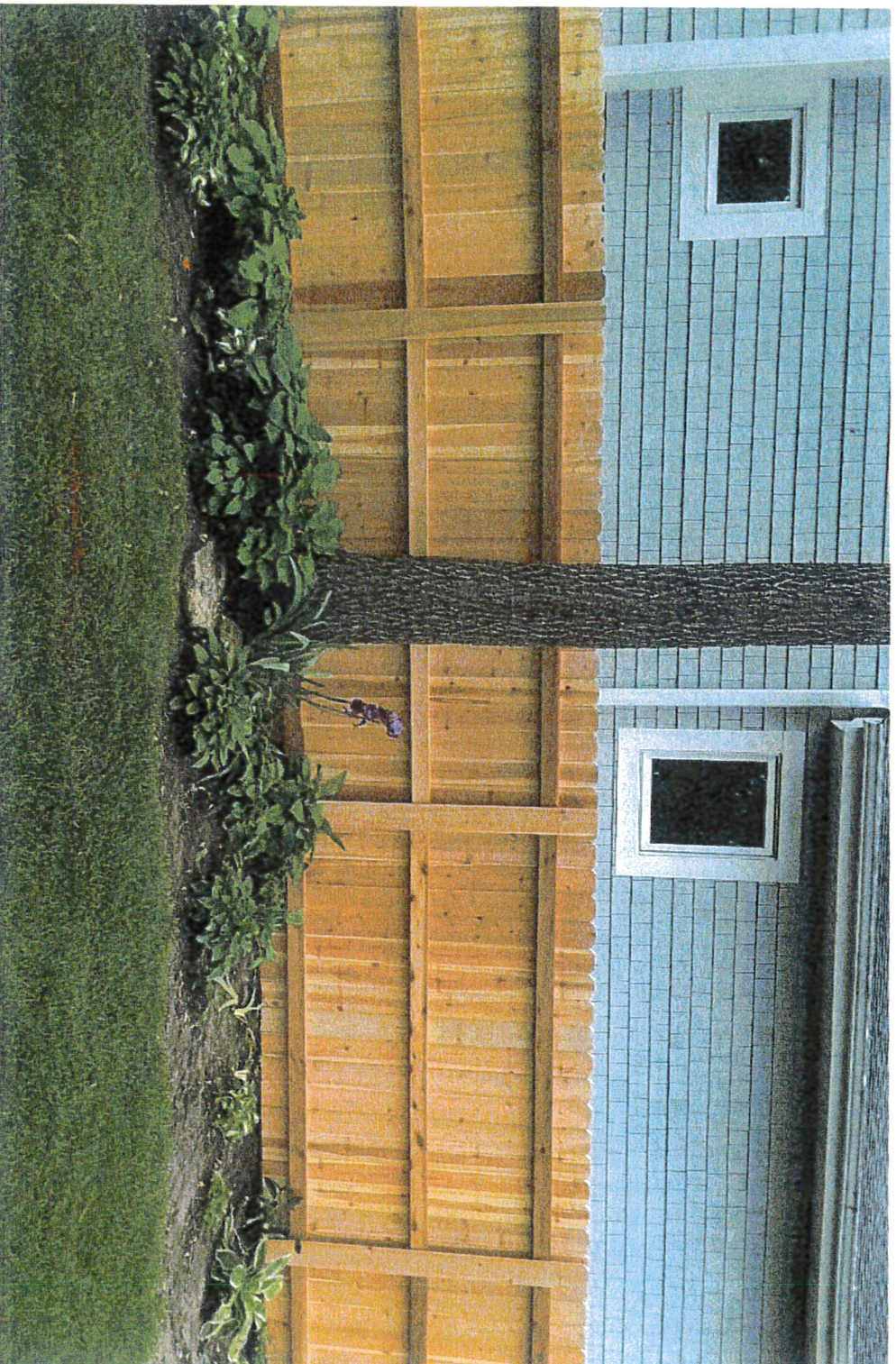
- Customer is responsible for location and marking of property line.
- Customer is responsible to mark all private utilities.
- Fence may have to be moved to avoid utilities.
- Gates do not reduce overall linear foot charge
- Price includes use tax. Add 3% more for credit card
- Behl Fence LLC Reserves All Lien Rights for Non-Payment

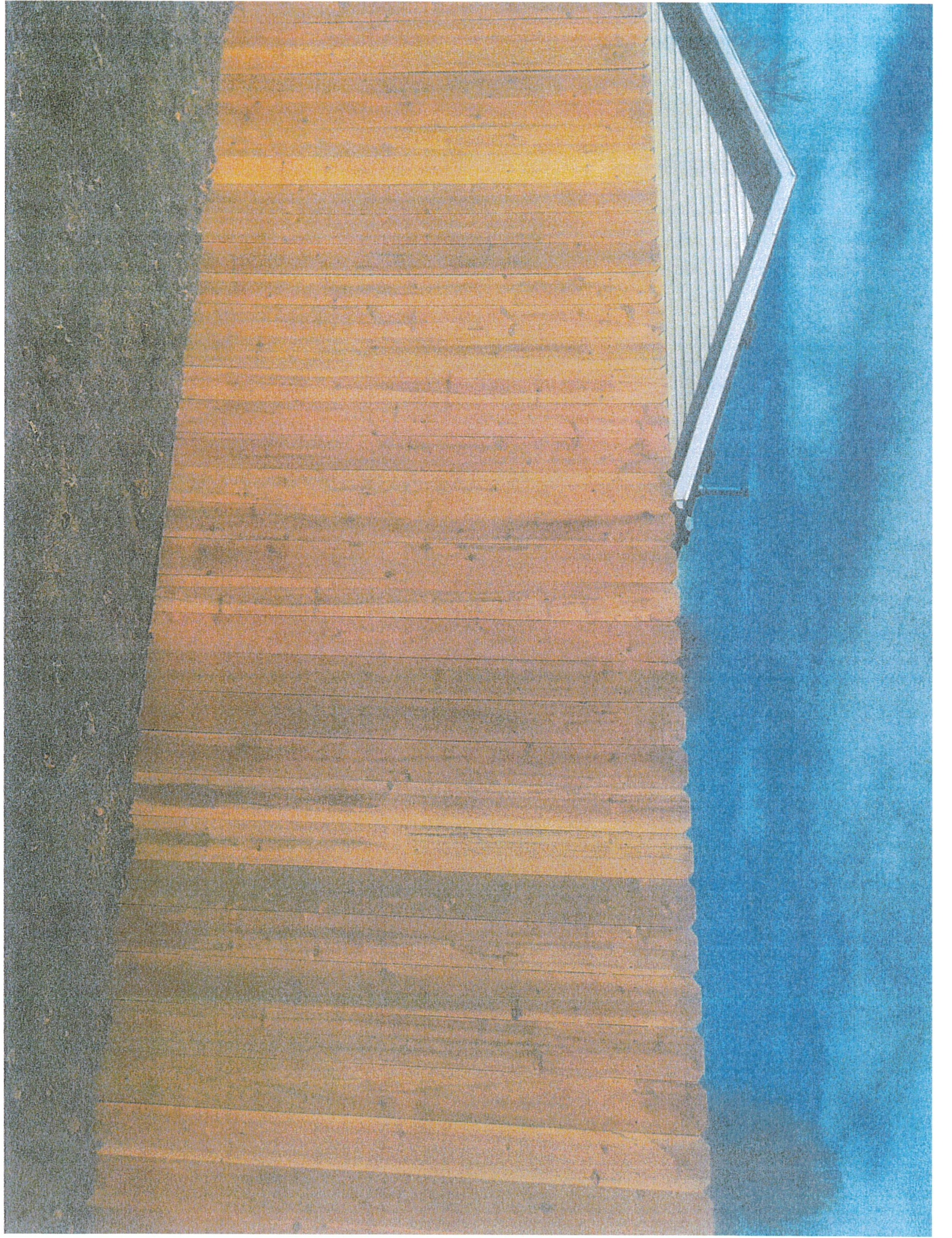
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I have read and agreed to the conditions stated on this estimate and understand that my order is custom fabricated and my down payment may not be refundable.

Customer Signature:  Date: 3/15/2026
 Salesman Signature: Philip Behl Date: 3/9/2026

Example Interior and Exterior Views







STAFF REVIEW

Date: April 3rd, 2026

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

To: Plan Commission, Village of Chenequa

From: Planning Department

Subject: Site Plan Review

Engineer: Lynch & Associates

Owner: 31795 Muscovy LLC

Location: 31795 W Muscovy Road and 31817 W Muscovy Road

Project Description: Proposed Stormwater Management Plan

Zoning District: Residence District - Lot Abutting a Lake

Dear Plan Commission and Village Board,

On behalf of 31795 Muscovy LLC, Lynch and Associates have submitted a stormwater management plan for the properties located at 31795 and 31817 W Muscovy Road that will require technical review by a qualified stormwater engineer prior to consideration by the Planning Commission and Village Board.

Per the Village's Plan Commission Review Requirements Checklist, when review by outside professionals is necessary, the Village contracts for those services and the associated costs are billed to the applicant.

Since the submittal, the Village has begun discussions with Strand Associates Inc., which is qualified to conduct a proper review of the submitted stormwater management plan. Before the engineer can begin review of the plan, their firm requires that the Village establish an on-call professional services agreement for engineering services. This agreement would allow the Village to request technical reviews such as stormwater management plan analysis on an as-needed basis.

Because the agreement would be between the Village and the engineering consultant, it must first be reviewed and approved by both the Planning Commission and the Village Board before work can begin. Once the agreement is in place, the engineer will be able to proceed with reviewing the submitted stormwater management plan and provide technical comments to assist the Planning Commission and Village Board in their consideration of the project.

All engineering costs associated with this review will be billed to the applicant in accordance with the Village's application requirements.

A copy of the proposed on-call engineering services agreement is included with this memo for your review

Regards,

Cody Lincoln, Zoning Administrator

Matthew T. Carney, Police Chief/Administrator

Jasmine Haugland, Clerk/Treasurer

Paul Launer, Lake Country Inspections

31795 Muscovy LLC, Owner

Isac Fruchtman, Strand Associates



OWNER REVIEW

Strand Associates, Inc.
126 North Jefferson Street, Suite 350
Milwaukee, WI 53202
DRAFT
4/27/11
www.strand.com

AGREEMENT FOR TECHNICAL SERVICES

VILLAGE OF CHENEQUA, WISCONSIN AND STRAND ASSOCIATES, INC.®

This Agreement is made and entered into on _____, between the Village of Chenequa, Wisconsin, hereinafter referred to as OWNER, located at 31275 West County Road K, Chenequa, Wisconsin 53029, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER. This Agreement shall be in accordance with the following elements.

Scope of Services

Services to be provided under this Agreement can be described as engineering, scientific, computer-aided design drafting, clerical, and administrative activities performed in accordance with the terms and conditions of this Agreement and subsequently issued Task Orders. Prior to ENGINEER's engagement by OWNER, a mutually agreeable Task Order document shall be developed and executed by both parties. The Task Order will include **Project Information**, a detailed **Scope of Services**, **Compensation**, and **Schedule**. The general form of the Task Order shall be in accordance with the enclosed Task Order No. 26-01.

Service Elements Not Included

The following services are not included under this Agreement. If such services are required, they will be provided as noted in each subsequently issued Task Order.

1. Additional and Extended Services: Any services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.
2. Additional OWNER-required Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.
3. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review.
4. Bidding Alternatives and Bid Phasing: Any services involved in providing bidding alternatives or bidding phases.
5. Bidding- and Construction-Related Services: Any services involved in performing bidding- and construction-related services.
6. Drawings and Specifications: Final design services including drawings and specifications.

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7. Flood Studies: Any services involved in performing flood and floodway studies.
8. Geotechnical Engineering: Geotechnical engineering information, if required, shall be provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
9. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for the Task Order-specified project.
10. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services related to litigation.
11. Review of Product Substitutions Proposed by Contractor: The terms of the construction Contract call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products. ENGINEER's cost for such evaluations is not included.
12. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in the project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed.
13. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: Any services of this type if a contract is not awarded pursuant to the original bids.
14. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring.
15. Unsolicited Media: Any services that include the review or analysis of unsolicited media including, but not limited to, photographs, videos, and drone footage provided by OWNER or contractors unless specifically requested and agreed to in writing. ENGINEER's use of electronic construction administration programs (e.g., e-builder, Newforma) is limited to the Scope of Services defined in this Agreement. ENGINEER is not responsible for the review of unsolicited media uploaded to these programs unless specifically requested and agreed to in writing.

Compensation

OWNER shall compensate ENGINEER for Services indicated in each subsequently issued Task Order for a lump sum or for an estimated fee on an hourly rate basis plus expenses.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum or estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the lump sum or estimated fee that reflects any wage scale adjustments made.

	<u>Hourly Billing Rates*</u>
Principal Engineer	\$334 to \$379
Senior Project Manager	\$238 to \$346
Project Managers	\$130 to \$248
Project Engineers and Scientists	\$ 91 to \$188
Engineering Technicians and Draftspersons	\$ 61 to \$203
Administrative	\$124 Average

* Updated annually on July 1

The lump sum or estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of April 13, 2026. This Agreement will terminate five years following its execution. The schedule for individual tasks will be included on each subsequently issued Task Order.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Task Order-specified project including previous reports, previous drawings and specifications, and any other data relative to the scope of the Task Order-specified project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of the Task Order-specified project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing the Task Order-specified project Services under this Agreement.
3. Provide access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Task Order-specified project Services under this Agreement.

4. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
5. Provide all legal services as may be required for the development of the Task Order-specified project.
6. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations. OWNER's soils consultant shall provide all necessary geotechnical testing during construction.
7. Pay all permit and plan review fees payable to regulatory agencies.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER. If OWNER requires more than general guidance, then OWNER agrees to obtain an independent cost estimate by others.

Observation Services

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

Payment Requests

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Failure to make payments to ENGINEER is cause for termination upon two-week notice to OWNER.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in the Task Order-specified project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the

breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Wisconsin.

Remedies

Neither ENGINEER nor OWNER shall be liable to the other for special, indirect, punitive, or consequential damages for claims, disputes, or other matters in question arising out of this or relating to this Agreement. This mutual waiver is applicable, without limitation, due to either party's termination of this Agreement.

Terms and Conditions

The terms and conditions of this Agreement and subsequently issued Task Orders will apply to the Services defined in the **Scope of Services** and represent the entire Agreement and supersede any prior proposals, Requests for Qualifications, or Agreements. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

VILLAGE OF CHENEQUA, WISCONSIN

DRAFT

DRAFT

Joseph M. Bunker
Corporate Secretary

Date

Matthew T. Carney
Police Chief/Village Administrator

Date



OWNER REVIEW

Strand Associates, Inc.
126 North Jefferson Street, Suite 350
Milwaukee, WI 53202
www.strand.com
DRAFT

Task Order No. 26-01
Village of Chenequa, Wisconsin (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Agreement for Technical Services dated _____, 20__

Project Information

Services Name: On-Call Engineering Services

Scope of Services

ENGINEER will provide on-call general engineering support services to OWNER as directed and authorized by OWNER's Representative in writing, including responding to OWNER's questions, reviewing OWNER-provided drawings, specifications, reports, and responding to OWNER's engineering services needs. OWNER may request that ENGINEER establish a scope and fee for specific services for review and approval prior to starting services or may direct ENGINEER in writing to proceed with defined services without preset limits.

Authorization and Commitment

OWNER's Representative shall authorize services requested under **Scope of Services**. ENGINEER agrees to provide requested services upon receipt of authorization from OWNER via e-mail or letter prior to starting the requested services.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses an estimated fee of \$15,000 per year.

Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of April 13, 2026. Services are scheduled for completion on June 30, 2028.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

STRAND ASSOCIATES, INC.®

DRAFT

Joseph M. Bunker
Corporate Secretary

Date

OWNER:

VILLAGE OF CHENEQUA, WISCONSIN

DRAFT

Matthew T. Carney
Police Chief/Village Administrator

Date