AGENDA
Village of Chenequa
Monday, October 14, 2019
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, October 14, 2019 at the Village Hall, 31275 W County Road K, Chenequa. Legal requirements for notification have been met. The following matters will be discussed, with possible actions, as well as any other matters that may come before the Trustees:

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) Oath of Office – Village Trustee – Richard Grunke

3) Approval of minutes from the Village Board meeting on September 9, 2019

4) Approval of Invoices

5) Review and consider annexation of Town of Merton Property, Tax Key No: MRTT0417996; 0.773 acres owned by Wolfgang Dorner; Ordinance No. 2019-10-14

6) Review and consider application for a fence submitted by Andrew & Carlne Ziegler of 31795 W Muscovy Road

7) Review and consider application for a garage and bathroom addition submitted by Robert and Jo Wagner of 5014 N Maple Lane

8) Review and consider Agreement Between Members of the Suburban Critical Incident Team for Purchase of an Armored Vehicle

9) Review and consider 2020 Services Agreement providing Animal Control & Humane Officer Services with Elmbrook Humane Society, Inc.

10) Review and consider 2020 preliminary budgets for the Village of Chenequa

11) Establish a public hearing date and time for the consideration and adoption of the 2020 Village of Chenequa budget (Monday, November 11th at 6:30 p.m.)

12) Establish Village of Chenequa Trick or Treat hours (Thursday, October 31st, 4-7 p.m.)

13) Committee Reports
   • Lake Country Fire & Rescue
   • Personnel Committee
14) Report – Village Forester
   • Oak Wilt
15) Report – Village Administrator
16) Report – Village President
17) Report – Village Attorney
18) Agenda items to be considered for future meetings
19) Adjournment

Respectfully submitted by:
Pamela Ann Little, Village Clerk
A meeting of the Board of Trustees for the Village of Chenequa was held at 6:30 p.m. on Monday, September 9, 2019, at the Village Hall, 31275 W County Road K, Chenequa, Wisconsin. Legal requirements for notification were met. Members in attendance:

Ms. Jo Ann Villavicencio / Village President – present
Ms. Carol Manegold / Trustee – present
Mr. Michael Pranke / Trustee – absent
Mr. Robert Bellin / Trustee – present
Mr. Helmut Keidl / Trustee – present
Mr. John Syburg / Trustee – present
Mr. David Myers / Trustee – absent
Attorney Gartner / Village Attorney – present
Mr. Neumer / Village Administrator-Police Chief – present
Ms. Little / Village Clerk – present

Call to Order
Pledge of Allegiance

Public in Attendance
Sandra Carstens, Mary B Neumer, Teri Neumer, Melissa Scheper, Jessica Neumer, David Neumer, Isabelle Neumer, Beth Neumer, Pat & John Mahas, Bob & Bonnie Douglas, Diane Brueser, Charles & Laura Morancheck, David M. Bayer, Robert Rosch, Brian Mundy, Nyah Rutchik, Matthew Shea, Cody Hagfors, Cody Lincoln, Katelyn Vaughan, Kristen Rathkamp, Matthew Fennig, Jessica Pinon, Ann Lundquist, Eric Carstens, Nicole Macklin, Bri Hotchkiss, Crystall Hotchkiss, Brent Best, Gary & Deborah Wink, and Blake Rathkamp

Public Comment
None

Oath of Office – Village Administrator / Police Chief – Daniel R. Neumer
Mr. Neumer was sworn in and took the Oath of Office as the new Village Administrator / Police Chief.

Approval of minutes from the Village Board meeting held on August 12, 2019
Motion (Bellin/Keidl) to approve the minutes of the Village Board meeting held on August 12, 2019. Motion carried

Approval of Invoices
Motion (Bellin/Syburg) to approve invoices as presented. Motion carried

Discuss revisions to Chapter 6 of the Village Code on Non-Conforming Issues and Lot Provisions
This agenda item will be moved to the October Village Board agenda for discussion.
Review and consider recodification of the Village Code, Chapter 7: Traffic; Ordinance No. 2019-09-09-01
Attorney Gartner advised that the updates to Chapters 7 and 8 relate to the ongoing recodification process. These two chapters have been made consistent in terms of terminology and formatting with the other Chapters. There were no major substantive changes involved.

Motion (Syburg/Bellin) for final approval of the recodification of Chapter 7: Traffic of the Village Code. Motion carried

Review and consider recodification of the Village Code, Chapter 8: Protection of Person and Property; Ordinance No. 2019-08-12-01
Motion (Syburg/Bellin) for final approval of the recodification of Chapter 8: Protection of Person and Property of the Village Code. Motion carried

Review and consider Resolution Designating Public Depository and Authorizing Withdrawal of County, City, Village, Town or School District Moneys; Resolution No. 2019-09-09-01
Attorney Gartner advised this was part of the transition to the new Village Administrator. Updated signatures and approvals for Village checks and depositories.

Motion (Syburg/Bellin) to approve the Resolution Designating Public Depository and Authorizing Withdrawal of County, City, Village, Town or School District Moneys. Motion carried

Review and consider appointment of Plan Commission Member and Chairperson
Due to the imminent departure and resignation of Board Member Keidl from the Plan Commission, it’s necessary to designate a new Member and also to designate a new Chair to serve on the Plan Commission. The recommendation would be effective with Commissioner Keidl’s resignation that the new Board Member and Chair position would each be filled by President Villavicencio.

Motion (Syburg/Keidl) to appoint Jo Ann Villavicencio as Plan Commission Member and Chairperson. Motion carried

Discuss annexation of Town of Merton Property, Tax Key No: MRTT0417996; 0.773 acres owned by Wolfgang Dorner
Clerk Little advised that Mr. Dorner has submitted an application for annexation to the Village for a parcel in the Town of Merton to clean up his property border. The proposed annexed parcel consists of .773 acres. This matter will be put on the October agenda for consideration.

Committee Reports
• Lake Country Fire & Rescue Board – Trustee Bellin reported that the 2020 budget proposal will be coming out shortly for consideration.
• Personnel Committee – October agenda

Report – Village Forester
Forester Lincoln submitted a report on:

Pine Lake Status: Following the late June treatment, the milfoil status on Pine Lake is relatively stable. The annual treatments are effective at reducing the size and vigor of milfoil pockets. Herbicide applicator, Brian Suffern, advised Pine Lake has a very stable milfoil population. Pine and Cornell Lakes will be scheduled for a strong spring/early summer treatment.
Hazard Tree Removal: Currently, we are still hard at work removing all hazardous trees in the Village. A large majority of the trees we are removing are ash trees that are infested with Emerald Ash Borer and elms that appear to be succumbing to Dutch Elm Disease. It is our goal to finish removal of all hazardous trees that we can reach with our bucket truck by January 1st 2020. Currently, we are on track to achieve this goal. After hazardous tree removal has been completed the next step will be to go through the village travel corridors and remove deadwood and raise the tree canopies where necessary.

Brown/Curling Leaves on Trees: Recently, reports have been received of Maple and Bur Oak leaves curling up and falling off the tree. These symptoms can be attributed to a few different things.

Many of the Bur Oaks in the area have been looking poor these past two summers. Similar to the Norway Maple, the Bur Oaks can be seen turning partially brown and defoliating. This is caused by the fungus Anthracnose. Anthracnose is typically far more severe during years where we have a very wet spring/early summer. Fungicides are really not necessary unless the tree has been completely defoliated several years in a row. Oaks can recover from Anthracnose. To preserve your Bur Oaks, rake up and destroy leaves in the fall and prune out any dead twigs after November. Fungi survive in leaves and twigs and infect new leaves the following year if not removed.

Worse than the Bur Oaks, we have noticed the Norway Maple showing symptoms of brown curling leaves as well. Tar spot has been in the village for a while now. It not only can cause large unsightly black spots but it can also work to effectively reduce the leaves ability to take in moisture ultimately causing them to dry out, brown and curl during dry periods. It is also very possible that the particularly poor looking maples may also be infected with Anthracnose.

Purple Loosestrife: In the past, purple loosestrife rapidly spread from the garden into shorelines and marsh areas. Purple loosestrife is a highly aggressive and capable of taking over wetlands. Currently, the village is using Cella beetles to keep the loosestrife populations in-check. We do not want to completely remove all the loosestrife because the beetles will no longer have something to feed on and populations will plummet. Annually, we assess the Loosestrife populations to see if rearing another population of beetles is warranted.

Jumping Worms: Another invasive that is becoming more prevalent in the village are jumping worms. These worms first arrived in North America sometime in the late 19th century. It is likely that these worms were imported with horticultural or agricultural equipment or materials. Since then, jumping worms have become widespread across most of the U.S. In 2013, jumping worms were confirmed for the first time in Wisconsin by the Madison Arboretum.

These worms are such a nuisance because they grow rapidly, reproduce quickly, and consume leaf litter at an astonishing rate. Once jumping worms become established, they quickly transform soil into dry, granular pellets with a texture that looks very similar to discarded coffee grounds. This altered soil structure is known to be unaccommodating to ornamental and garden plants, and inhospitable to many native plant species. In many cases, invasive plants thrive where jumping worms live. Currently, there is no “silver bullet” to eradicate this invasive. The best way to control the spread is to be cautious of any soil or leaf matter that is brought on to your property.
Report - Village Administrator
Mr. Neumer updated Trustees on the purchase of the SCIT Bearcat. An MOU will be considered at the October Village Board meeting.

Report - Village President
Trustee Keidl presented his letter of resignation from his positions on the Police Commission, Plan Commission and Village Board effective immediately. President Villavicencio then presented the following Resolution of Appreciation to Helmut Keidl and Proclamation to Robert Douglas.

- Resolution of Appreciation – Helmut Keidl, September 9, 2009
  WHEREAS, Helmut Keidl has served the Village of Chenequa for the past ten years in the following capacities: Planning Commission Member from May 2009 to May 2017, Plan Commission Chairperson from May 2017 to September 2019, Police Commission Member from May 2014 to April 2019, and as Village Trustee from April 2014 to September 2019; and
  WHEREAS, he has devoted much valuable time and personal attention to the work and duties as Trustee for the Village Board, as a Committee Member and the Chairperson for the Planning Commission, and as a Police Commission Member on behalf of the citizens of Chenequa, continually having met his responsibilities with purpose and dedication; and
  WHEREAS, the citizens of Chenequa recognize and deeply appreciate his generosity, time and service contributed to the preservation and improvement of the quality of life in our community;

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Chenequa, Wisconsin, hereby expresses their profound gratitude on behalf of the citizens of Chenequa to Helmut Keidl for his loyal and faithful public service he has given by means of this resolution which shall be spread upon the permanent records of the Village Board.

Adopted by the Village Board of Chenequa this 9th day of September, 2019.

- Proclamation – Robert Douglas Day – September 5, 2019
  WHEREAS, the Village of Chenequa proudly joins family, friends and colleagues in commemorating the distinguished career of Robert A. Douglas with the Village of Chenequa on Thursday, September 5, 2019; and
  WHEREAS, Robert A. Douglas has served the Village of Chenequa in law enforcement and administrative matters for more than 29 years, has established a reputation of integrity and leaves behind a legacy of excellence and commitment to duty; and
  WHEREAS, Robert a Douglas is a well-respected expert in municipal governance; and
  WHEREAS, Robert a Douglas has served as a valued and trusted advisor to the Village board and has received numerous awards and accolades throughout his distinguished career for his devotion to public service; and
  WHEREAS, the Village of Chenequa commends Robert A. Douglas for his 29 years of dedicate service and strong leadership, recognizes his outstanding contributions to the Village of Chenequa and wishes him a happy and healthy retirement;

NOW, THEREFORE, I, Jo Ann F. Villavicencio, Village President for the Village of Chenequa, do hereby proclaim Thursday, September 5, 2019 to be ROBERT A DOUGLAS DAY throughout the Village of Chenequa.

Signed this 5th day of September, 2019.
Report - Village Attorney
No report

Agenda items to be considered for future meetings of the Village Board
- Discussion on CTH C Project

Adjournment
Motion (Manegold/Bellin) to adjourn the meeting at 6:52 p.m. *Motion carried*

Respectfully submitted by: Approved and Ordered Posted by:

Pamela Ann Little Jo Ann Villavicencio
Village Clerk Village President
ORDINANCE NO. 2019-10-14-01

AN ORDINANCE TO APPROVE ANNEXATION AND ATTACHMENT
TAX KEY NO. MRTT0417996

WHEREAS, Wolfgang C. Dorner ("Petitioner") owns certain lands located in the Town of Merton which are contiguous with the Village and legally described on the Petition for Annexation attached as Exhibit "A" (the "Property"); and

WHEREAS, the Petition for Annexation requests the Village to annex the Property pursuant to Sec. 66.0217(2) Wis. Stats.; and

WHEREAS, the location of the Property is depicted upon the Annexation Exhibit which is attached as Exhibit "B"; and

WHEREAS, pursuant to Sec. 66.0217(2) Wis. Stats., the Village desires to annex the Property and attach the same to the Village; and

WHEREAS, the Village Board wishes to approve the annexation and attachment of the Property to the Village.

NOW THEREFORE, BE IT ORDAINED, by the Village Board of the Village of Chenequa, Waukesha County, Wisconsin that the Village hereby approves the annexation and attachment of the Property from the Town of Merton, Wisconsin to the Village.

Dated: October 14, 2019

VILLAGE OF CHENEQUA

BY: ________________________________
   Jo Ann Villavicencio
   Village President

ATTEST:

______________________________
Pamela Ann Little
Village Clerk

Date Adopted: October 14, 2019
Date Published: October 23, 2019
Effective Date: October 24, 2019
EXHIBIT A

PETITION FOR ANNEXATION

The undersigned, being the owner of all of the land within the area of the following described territory located in the Town of Merton, Waukesha County, Wisconsin lying contiguous to the Village of Chenequa, petition the Honorable President and Village Board of said Village to annex the territory described below and shown upon the attached map, as permitted by Chapter 66 of the Wisconsin Statutes, to the Village of Chenequa, Waukesha county, Wisconsin.

LEGAL DESCRIPTION:

All that part of Lot 2 CSM 11860 and located in the NW 1/4 of the SE 1/4 of Section 33, all located in the T,8N., R,18E., Town of Merton, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the East 1/4 Corner of Section 33, T.08N., R.18E.; Thence S89°43'40"W, along the North line of the SE 1/4 of said Section 33, a distance of 1943.05 feet to a point on the East line of said Lot 2 and the point of beginning of the hereinafter description.

Thence S0°16'20"E, along said Lot 2, a distance of 132.49 feet; thence S89°42'16"W, along the south line of said Lot 2, a distance of 253.65 feet; thence N00°15'49"W, 132.59 feet; thence N89°43'40"E, 253.63 feet to the point of beginning.

Said lands contain 33,671.88 Sq.Ft. (0.773 acres)

There are no person residing in the territory.

Dated this 20 day of August, 2019

[Signature]

Wolfgang Dorner (Land Owner)
STAFF REVIEW

Date: October 1st, 2019  Meeting Date & Time: Monday, October 14th at 6:00 P.M.

To: Plan Commission, Village of Chenequa

From: Planning Department

Subject: Site Plan Review

Architect/Builder: Darren Miller, JM Construction

Owner: Andrew Ziegler

Location: 31795 W. Muscovy Road

Project Description: Fence along Muscovy Rd

Zoning District: Residence District - Lot Abutting a Lake

<table>
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<th>REQUIRED RES. DISTRICT</th>
<th>PROPOSED PROJECT</th>
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<tbody>
<tr>
<td>LOT AREA:</td>
<td>2.0 acres</td>
<td>7.90 acres</td>
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<tr>
<td>LOT WIDTH: AVERAGE</td>
<td>200 L.F. min.</td>
<td>472.12 L.F.</td>
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<tr>
<td>YARD SETBACKS:</td>
<td></td>
<td></td>
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<tr>
<td>Front (North)</td>
<td>2 ft. min.</td>
<td>2 ft.</td>
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<tr>
<td>Side (East)</td>
<td>2 ft. min.</td>
<td>2 ft.</td>
</tr>
<tr>
<td>Side (Lake)</td>
<td>75 ft. min.</td>
<td>75 ft.</td>
</tr>
<tr>
<td>Rear (Lake)</td>
<td>75 ft. min.</td>
<td>400+ ft.</td>
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<tr>
<td>BUILDING HEIGHT:</td>
<td>8 ft. max</td>
<td>5.5 ft.</td>
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COMMENTS:

1. The applicant proposes to construct a fence along Muscovy Rd.

2. This is a legal conforming lot.

3. The proposed structure is over one hundred (100) feet to any existing single family structure on an adjoining lot which complies with Sec. 6.05(c)(i).

4. The proposed structure is less than eight (8) feet in height and at least two (2) feet from the lot line. Which complies with Sec. 5.20(4).
5. All metal fence parts to be powder coated black steel.

6. Stone veneer and stone caps to match stone on main house (see photos).

7. No exterior lighting is proposed with this project.

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

c: Dan Neumer, Administrator  
Pamela Little, Clerk  
Andrew Ziegler, Owner  
Darren Miller, Architect/Builder  
Jacob Lipke, Building Inspector
PARTIAL SURVEY SHOWING APPROXIMATE PIER LOCATIONS

PIERS ARE LOCATED 12'-4" O.C. AT 6. 12.7% GRADE
AND 8'-4" O.C. AT 6. 13.5% GRADE

ALL PIERS AND ALL PARTS OF THE FENCE TO BE LOCATED MINIMUM 2'-0" INSIDE THE PROPERTY LINE.

9-12-2019
ZIEGLER FENCE
PORT CITY STUDIO LTD.
STONE CAP
STONE TO MATCH HOUSE
BAR AB HOLLOW 2 X 4'/ VERTICAL REINFORCING BAR
GROUT CUBE 4.125"
#5 HOOKS AND VERTICAL BAR: 2 PER PIER
CONCRETE FOUNDATION

SECTION AT PIER 1/4" = 1'-0"

SECTION AT WALL 1/4" = 1'-0"

MATERIALS NOTES:
- ALL METAL FENCE PARTS TO BE POWDER COATED (BLACK) STEEL.
- STONE VENEER AND STONE CAP TO MATCH STONE ON MAIN HOUSE (SEE PHOTO)

9-12-2019
ZIEGLER FENCE
PORT CITY STUDIO LTD.
STAFF REVIEW

Date: October 3, 2019  Meeting Date & Time: Monday, October 14th at 6:00 P.M.

To: Plan Commission, Village of Chenequa

From: Planning Department

Subject: Site Plan Review

Architect/Builder/Agent: Paul Apfelbach

Owner: Robert and Jo Wagner

Location: 5014 Maple Ln.

Project Description: Garage and master bath addition to existing home and porch remodel

Zoning District: Residence District - Lot Abutting a Lake

<table>
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<tr>
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<th>REQUIRED RES. DISTRICT</th>
<th>PROPOSED STRUCTURE</th>
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<tbody>
<tr>
<td>LOT AREA:</td>
<td>2 acres</td>
<td>2.796 acres</td>
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<tr>
<td>LOT WIDTH: AVERAGE</td>
<td>200 L.F. min.</td>
<td>200 L.F.</td>
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<td>YARD SETBACKS:</td>
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<tr>
<td>Front (Lake)</td>
<td>75 ft. min.</td>
<td>104 ft.</td>
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<td>Side (North)</td>
<td>17 ft. min.</td>
<td>22.1 ft.</td>
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<tr>
<td>Side (South)</td>
<td>17 ft. min.</td>
<td>125+ ft.</td>
</tr>
<tr>
<td>Rear (West)</td>
<td>10 ft. min.</td>
<td>350+ ft.</td>
</tr>
<tr>
<td>BUILDING HEIGHT:</td>
<td>40 ft. max</td>
<td>33.5 ft.</td>
</tr>
</tbody>
</table>

COMMENTS:

1. The applicant proposes to add a new attached four (4) car garage, a new master bath to the north and remodel the existing porch.

2. This is a legal conforming lot.

3. The current home is a legal conforming structure.

4. The proposed addition is over fifty (50) feet to any existing single family structure on an adjoining lot which complies with Sec. 6.5(4)(c)(i).
5. The proposed addition meets the minimum setbacks of Sec. 6.5(4)(a) and Sec. 6.5(4)(c)(i).

6. New lighting proposed over garage doors and entry. All lighting to conform to Sec. 5.24 and shall be fully shielded or downward directed as to not create light trespass. Lighting requires approval by the Plan Commission.

7. Exterior finishes are outlined on Page A1 under “Exterior finish notes.” All new siding to be white Board and Batten. New garage and porch roof proposed as white standing seam metal. Finish materials to be approved by the Plan Commission.

8. If one acre or more of land is to be disturbed, a DNR land disturbance permit shall be obtained at least fourteen (14) days prior to beginning of construction.

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

c: Dan Neumer, Administrator
Pamela Little, Clerk
Robert and Jo Wagner, Owner
Paul Apfelbach, Architect/Builder/Agent
Jacob Lipke, Building Inspector
- Painted Board & Batten Exterior – White
- Painted Brick Veneer At Garage Base & New Entry Facade
- Standing Seam Metal Roof At Garage & First Floor Porch Only—White
- Architectural Shingle Roof At Existing Structure To Remain
- Doors & Windows – Black Finish
Wagner Residence
Pine Lake
5014 Maple Lane
Chenequa, WI 53058

Renovation + Addition
Preliminary Plan Submittal

general contractor:
PHA Development Inc.
11020 N. River Road
Mequon, WI 53092
262-366-2242

architect:
waterborne design LLC
441 E Erie Street #4502
Chicago, IL 60611
ph 262-302-8057

sheet index:
Sheet T1 Title Sheet
Sheet T1 Site Plan
Sheet A1 Exterior Elevations
Sheet A2 Exterior Elevations
Sheet A3 First Floor Plan
Sheet A4 Second Floor Plan
Sheet A5 Surface Area Of Exterior Walls

scale: 1/8" = 1'-0"
Agreement Between
Members of the Suburban Critical Incident Team
For Purchase of an Armored Vehicle

Pursuant to Wis. Stat. § 66.0301, this agreement (the “Agreement”) is made by and between City of Brookfield (“Brookfield”), Village of Hartland (“Hartland”), City of New Berlin (“New Berlin”), Village of Chenequa (“Chenequa”), Village of Mukwonago (“Mukwonago”), Village of Pewaukee (“Pewaukee”), City of Delafield (“Delafield”), City of Muskego (“Muskego”), and Village of Elm Grove (“Elm Grove”) (collectively, the “Parties”).

RECITALS:

WHEREAS, the Parties are Wisconsin municipal corporations and each operate a duly authorized law enforcement agency within their municipalities;

WHEREAS, the Parties are authorized to enter into cooperative intergovernmental agreements for the mutual benefits of their citizens pursuant to Wis. Stat. § 66.0301;

WHEREAS, the Parties are members of the Suburban Critical Incident Team (“CIT”) as memorialized in the Suburban Critical Incident Team Mutual Aid Agreement (“MAA”), which is attached hereto as Exhibit A and incorporated herein.

WHEREAS, the CIT wishes to purchase an armored vehicle (“Vehicle”) for the Parties to utilize in law enforcement;

WHEREAS, the Parties wish to formalize and clarify the terms and conditions of the purchase;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

I. Recitals.

The recitals set forth above are hereby incorporated into and made a part of this Agreement with the same force and effect as if the recitals were repeated fully, including all defined terms referenced therein.

II. Purchase of Vehicle.

The Parties agree to jointly purchase the Vehicle from Terradyne Armored Vehicles, Inc. (“Seller”) at the total cost of approximately $300,000 per quote dated, June 2, 2019 (Exhibit B). Elm Grove shall facilitate the purchase of the Vehicle within 30 days of all Parties executing and approving this Agreement and shall utilize funds in its possession for the payment of the purchase price of Vehicle to the Seller.
III. Cost Sharing and Payment.

a. Each Party shall pay an equal amount for the purchase of the Vehicle; the estimated amount assessed to each Party is $33,333.00 ("Assessed Amount").

b. Elm Grove shall be the payee for each Party’s Assessed Amount. The Assessed Amount should be sent to the attention of:

Mary Stredni, Clerk  
Village of Elm Grove  
13600 Juneau Boulevard  
Elm Grove WI 53122.

c. The Assessed Amount shall be paid in full upon all Parties’ execution of the Agreement or, at each Party’s option, in five equal installments, plus interest, over a period of five years. The first installment shall be due upon all Parties’ execution of the Agreement, and each subsequent installment, plus interest, shall be paid on an annual basis on the anniversary of the first installment payment until paid in full. The interest rate on the installment plan shall be the interest on funds borrowed by Elm Grove for purchase of the Vehicle. Any Party may prepay all or a portion of its Assessed Amount installment at any time without penalty.

d. Any donations received by the Parties for the Vehicle shall be sent to Elm Grove and credited in equal shares to each Party’s Assessed Amount.

IV. Storage of Vehicle.

Upon delivery, the Vehicle shall be securely stored at the New Berlin Police Department when not in use. New Berlin agrees to add the Vehicle to its property insurance coverage for its replacement cost and maintain property insurance coverage on the Vehicle as long as it is owned by CIT. CIT shall be listed as the loss payee.

V. Ownership of Vehicle.
a. Pursuant to Article XII of the CIT By-laws, the vehicle is owned by CIT and each Party has an equal share in its ownership. Nevertheless, for the purposes of obtaining property and liability insurance coverage and titling the vehicle, New Berlin shall title the vehicle in its name. The Parties acknowledge that in the event of a loss New Berlin’s liability policy has a self-insured retention limit of $50,000.00 and $5,000.00 for property damage claims. The self-insured retention limit includes defense costs and expenses, including attorney fees, as well as the payment of any settlement or judgment for an amount less than said limit. The Parties agree to reimburse the CIT for said self-insured retention limit costs and expenses in the event of a loss subject to the terms of the CIT By-Laws, as well as Wisconsin Statutes Secs. 893.80, 345.05, 895.46, 66.0313 and 66.0314 and 895.045 concerning principles of comparative negligence. Decisions concerning the settlement of claims shall be reviewed by the CIT, which shall make a recommendation to the governing bodies of the Parties.

b. If a future sale of the vehicle occurs, any sale proceeds shall be divided equally among the Parties less any Assessed Amounts due Elm Grove as provided for in Section III above. The Parties further agree that to the extent New Berlin incurs liability and claims over and above its share as a member of CIT, arising from the vehicle being titled in its name, the other Parties agree to indemnify and hold harmless New Berlin as and against said liability and claims, subject to the terms of the CIT By-Laws, as well as Wisconsin Statutes Sec. 893.80, 345.05, 895.46, 66.0313 and 66.0314 and 895.045 concerning principles of comparative negligence.

VI. General Provisions.

a. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

b. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by all Parties.

c. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. All proceedings related to this Agreement shall have venue only in the state court of Waukesha County, Wisconsin or federal court of Milwaukee County, Wisconsin.

d. Waiver. The waiver by either Party of any breach or failure to comply with any provision of this Agreement by any other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
e. **Savings Clause.** If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

f. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.

g. **Construction.** Each Party and its counsel have had the opportunity to review and revise this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

h. **Successors and Assigns.** The Parties each bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of the other party with respect to all covenants of this Agreement.

i. **Titles.** The headings or titles of sections of this Agreement are used for convenience and ease of reference and are not intended to limit the scope or intent of the sections.

**VII. Adoption of Agreement**

This Agreement shall be in full force and in effect with the passage and approval of an ordinance or resolution by all participating member municipalities, in the manner provided by law, and in the signing of this agreement by the Village President or City Mayor, and the comptroller or clerk, as applicable.

**IN WITNESS WHEREOF,** the parties hereto have herein executed this Agreement on the dates below given.

(Signature pages to follow.)
CHENEQUA:

By: __________________________  Date: __________________________

By: __________________________  Date: __________________________

COUNTERSIGNED: funds necessary to pay the liabilities of this contract have been provided. §62.09(10)(f), Wis. Stats.

By: __________________________  Date: __________________________
SERVICES AGREEMENT

THIS AGREEMENT is effective the first day of January 1, 2020, by and between the Village of Chenequa, a municipal corporation, ("Municipality") located at 31275 West Hwy. K, Hartland, Wisconsin 53029 and the Elmbrook Humane Society, Inc., a Wisconsin not for profit corporation, ("Provider") located at 20950 Enterprise Avenue, Brookfield, Wisconsin 53045-5224.

IT IS AGREED by and between the parties herein as follows:

1. Municipality, for consideration hereinafter set forth, contracts with Provider for: the maintenance of animal pound facilities, the pickup and disposition of wildlife (when it is injured or poses a human health hazard), and the hold and disposition of cats, dogs, miscellaneous animals and birds. This is for the period commencing as of the date first above written and ending December 31, 2019, pursuant to the authority set out in Wisconsin Statutes Chapters 95, 174, 173, 951, and Municipality’s Animal Code.

2. Municipality shall pay Provider a total of $500.00 (the "Fee"), to be paid by March 1, 2020.

3. The Fee covers the following animal control and shelter services to be provided by Provider:

   3.1 Shelter, care, redemption and euthanasia services as needed for stray and abandoned animals located in the geographic limits of Municipality.

   3.2 Assist residents with wildlife when it is injured or it poses a human health hazard.

   3.3 Educate and inform residents on various wildlife problems and offer solutions. Assess, educate and inform residents regarding geese and deer problems.

   3.4 Provide live traps as needed and available.

   3.5 Care for and house animals impounded pursuant to any applicable law or regulation in exchange for the normal and customary per diem rate Provider charges members of the at-large community for the care and housing of such animals. Provider shall invoice Municipality for such per diem charges on a monthly basis. Invoiced amounts shall be due within thirty (30) days of the date of Provider’s invoice, without offset or deduction. Overdue payments shall bear interest at a rate of twelve percent (12%) per annum, or the highest rate permitted by applicable law, from the date due until paid.

   3.6 Pick up all stray animals as soon as Provider deems reasonably practicable after being notified by either law enforcement or a resident of Municipality.

   3.7 Provide educational information regarding animal welfare as requested by the public and law enforcement.

   3.8 Provide a phone referral service for domestic pet and wildlife concerns for residents.
3.9 Sponsor spay/neuter programs for adopted pets.

3.10 Assist residents of Municipality with free temporary emergency shelter for animals, as space permits, when requested by local law and social service agencies.

3.11 Take into custody an animal if the owner has become incapacitated due to illness, accident or abuse.

3.12 Provide law enforcement, social services and building inspection with reasonable assistance regarding animal-related issues in Municipality.

3.13 Maintain records of all actions identified in this Agreement and provide a summary activity report to Municipality on no less than a quarterly basis.

3.14 Comply with applicable rabies and licensing laws.

4. The Fee further covers the following humane officer services to be provided by Provider for Municipality:

4.1 Provide Municipality with assistance in investigations of animal bites and investigations of alleged violations of statutes and ordinances relating to animals (including, without limitation, statutes and ordinances relating to animal fighting, neglect and abuse).

4.2 Upon Municipality’s reasonable request, inspect businesses within Municipality that offer live animals or amphibians for sale or that board animals.

4.3 Issue abatement orders and do follow-up calls when necessary in Provider’s reasonable judgment and consistent with applicable law.

4.4 Request citations and prosecutions when necessary in Provider’s reasonable judgment and consistent with applicable law.

4.5 Seek subpoenas when necessary in Provider’s reasonable judgment and consistent with applicable law.

4.6 Other than writing citations, any additional humane officer responsibilities set forth in Chapter 173 of the Wisconsin Statutes.

5. Provider agrees to hold animals detained according to this Agreement under conditions, and for those time periods, required by law.

6. Where an owner or owner’s representative requests that Provider release a detained animal, Provider shall require the owner to pay the costs of the boarding fees and all veterinary charges. These fees will be kept by Provider. If the owner does not reclaim the animal, the animal becomes the property of Provider after it is held by Provider for seven (7) days or as otherwise provided by law, whichever is shorter. If Provider is able to adopt the animal out to a new home, Provider shall keep all adoption fees.

7. Provider, subject to the provision of Chapter 174 of the Wisconsin Statutes, agrees to furnish an adequate shelter for animals detained under this Agreement with
adequate facilities for the housing, feeding, special care and necessary exercise of all such animals. All rooms, wards and cages shall be maintained in a sanitary manner, sufficiently lighted and adequately heated and ventilated. Separate areas shall be used for all animals confined as rabies suspects who are known to have bitten or scratched persons or other animals. Provider shall confine all animals which have bitten or scratched persons or other animals and hold them for the period necessary for adequate examination. Provider further agrees to segregate animals as needed to protect individual animals from injured or vicious animals.

8. A separate and complete record shall be maintained by Provider concerning each animal, including the date and time of impoundment, the amount of the impoundment fee, the disposition of said animal and the name of the person reclaiming the animal. In no event shall an animal be released within Municipality without proof of compliance with rabies vaccine law and a license. Municipality shall receive a monthly report.

9. Municipality shall be entitled, at all times during the term of this Agreement, to designate a non-voting liaison to Provider’s Board of Directors.

10. The Provider shall indemnify the Municipality against any and all loss, damages, costs and expenses arising out of any third-party claim for bodily injury (including death) and/or property damage related to this Agreement, but only where such bodily injury and/or property damage does not: (a) occur while the Provider or its agents or employees are fulfilling their obligations pursuant to the Agreement or under applicable law, (b) occur while the Provider or its agents or employees believe in good faith that they are fulfilling their obligations pursuant to the Agreement or applicable law, or (c) arise from or would not have occurred but for any negligent act or misconduct by the Municipality or its agents or employees. The Municipality shall indemnify the Provider against any and all loss, damages, costs and expenses arising out of any third-party claim for bodily injury (including death) and/or property damage related to this Agreement, where such bodily injury and/or property damage: (d) occurs while the Provider or its agents or employees are fulfilling their obligations pursuant to this Agreement or under applicable law, or (e) does not arise from or would not have occurred but for any negligent act or misconduct by the Provider or its agents or employees.

11. Provider agrees that, in order to protect itself as well as Municipality under the provision of Section 7 above, Provider will at all times during the term of this Agreement keep in force a liability insurance policy 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, Provider will furnish Municipality with written verification of the existence of such insurance in the form of a Certificate of Insurance.

12. In the event of any action, suit or proceeding against Provider upon any matter herein indemnified against, Provider shall, within five (5) working days give notice in writing to Municipality by certified mail addressed to its post office address.

13. This Agreement shall automatically be renewed from year to year on a calendar year basis on identical terms unless terminated upon sixty (60) days’ written notice by certified mail by either party to the addresses set forth above.
14. Any renegotiation or modification of this Agreement shall be proposed in writing by the requesting party to the other party at least sixty (60) days prior to the expiration of the term of the Agreement. In addition, the effective date of any term as renegotiated or modified shall not commence until the commencement of the term next succeeding.

15. If any provision of this Agreement is held invalid or unenforceable for any reason, the remaining covenants, restrictions, and provisions of this Agreement will remain enforceable.

16. In the event Provider becomes insolvent, files a petition of bankruptcy, makes an assignment for the benefit of creditors, or a petition of involuntary bankruptcy is filed against said corporation, then in that event, this contract shall become null and void at the option of Municipality.

17. It is understood and agreed that the entire agreement between the parties contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto affix their hands and seals at the Village of Chenequa, Wisconsin.

Dated this ___ day of __________, 2019.

Jo Ann Villavicencio, Village President  Pam Little, Village Clerk
Village of Chenequa  Village of Chenequa
James Broughton, Board President  Heather Gehrke, Executive Director
Elmbrook Humane Society, Inc.  Elmbrook Humane Society, Inc.
Dear Village Trustees,

As you may know, this was my fourth season of monitoring oaks that have contracted the lethal fungus *Bretziella fagacearum* also known as “oak wilt”. Over the years, our efforts and coordination with village residents has overall been successful and effective. Most residents in Chenequa seem to have a strong understanding of oak wilt and why it is so devastating to our landscape.

Since 2015/2016 when the logger came to remove the largest of the oak wilt pockets, I feel that the quantity of infected oaks has dramatically decreased. During the summer of 2016 we identified a total of 158 actively wilting red and white oaks, during the summer of 2017 that number was reduced to 69. Then again in 2018 we saw another dramatic decrease to 36 oaks. This year we marked a total of 33 trees that were clearly infected. I believe that approximately 80-90% of the trees we marked this year were infected through root transmission of nearby red oaks. The remaining 10-20% were from oaks that were wounded during our early June storms. Through education and cooperation, I feel strongly that we can keep the village’s oak wilt under control.

During our monitoring efforts we did see several infected oak wilt trees on the property of Mr. Ed Treis. We are currently working with his property manager to cooperatively allow us to mark and tag the tree(s) of concern.

For your review, I have a list of infected trees that were discovered during the 2019 oak wilt monitoring process. All of the residents listed (see next page) will be delivered a letter either in person or via certified mail. This letter is comprised of two documents 1. A cover letter with more information about the oak wilt fungus (see below) and 2. A formal public nuisance initial notice letter.

It is my opinion that these trees are a tremendous hazard to the health and aesthetics of the remaining forestland in Chenequa. These trees have been previously labeled as a public nuisance and it is my opinion that abatement notices be sent to the residents listed with a removal deadline of February 20th with an optional time extension.

Regards,

Cody Lincoln

Village of Chenequa Forestry Department

cc: Daniel R. Neumer
    Village of Chenequa Administrator/Chief of Police
    (262) 367-2239   Fax (262) 367-3341
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<th>DATE</th>
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<th>Graft Distance</th>
<th>Species</th>
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**ID Number** – The identification number corresponds to the number written on yellow tags attached to each surveyed tree.

**Oak Wilt Scale** – Each tree was given a 0, 1, 2 or 3 to indicate the progression of the Oak Wilt Disease.

- 0 – The tree does not show any external signs of the fungus but due to the proximity with other diseased trees, it may be threatened.
- 1 – The tree is showing active signs of wilt, such as leaf discoloration or fallen leaves. If a tree was tested for the disease the results would be noted in the comment column.
- 2 – The tree has recently died. The bark is still intact and is capable of supporting the fungus which causes the disease.
- 3 – The tree has been dead for several years and the bark has begun to fall from the tree. At this point the Oak Wilt fungus cannot survive in the tree and is no longer considered a threat to surrounding oaks.

**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.

**Species** – Species of Oak R.O.- red oak  B.O.- black oak  W.O.- white oak

**DBH** – Diameter of tree measured at breast height.