



## Office of the Town Clerk

Town of Brookfield | 645 N. Janacek Road, Brookfield, WI 53045

Office: 262-796-3788 | Clerk@TownofBrookfield.com

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### MEETING AGENDA

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Tuesday, October 21, 2025  
7 p.m.

Town Board  
Utility District No. 1  
Sanitary District No. 4

Eric Gnant Room  
TOB Municipal Building  
645 N. Janacek Rd., Brookfield, WI

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1. Call to Order & Roll Call.
2. Meeting Notices.
3. Approval of Agenda.
4. Approval of Minutes:
  - a. October 7, 2025 meeting of the TB, UD1, SD4.
5. Citizen Comments: Three-minute limit.
6. Committee/Commission Reports/Recommendations:
  - a. Plan Commission:
    1. Discussion and possible action regarding the request by Ryan Amidon for a Conditional Use Permit to construct a 6 foot tall fence within 3 feet of the side and rear property lines, located at 20815 Brook Park Ct.
7. Old Business:
  - a. Discussion and possible action regarding the Our Rescue Software Memorandum of Understanding for Cellebrite.
8. New Business:
  - a. Discussion and possible action regarding the 2025 Waukesha County Tax Collection Agreement.
  - b. Discussion and possible action regarding the 2026 Elmbrook Human Society Animal Services Agreement.
9. Departments Reports/Recommendations:
  - a. Development Services
    1. Property Maintenance Code Violations Update.
10. Approval of Vouchers and Checks.
11. Communication and Announcements.
12. Adjourn.

Posted October 17, 2025  
Emily Howells, Deputy Clerk



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### MEETING MINUTES

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Tuesday, October 7, 2025

Town Board

Eric Grant Room

Immediately Following Joint CDA &  
Town Board Meeting

Utility District No. 1  
Sanitary District No. 4

TOB Municipal Building  
645 N. Janacek Rd., Brookfield, WI

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1. Call to Order & Roll Call.

Chairman Henderson called the meeting to order at 7:17 p.m.

Present: Chairman Keith Henderson; Supervisors Steve Kohlmann, John Charlier, John Schatzman (Via Zoom) and Ryan Stanelle.

A quorum was met (5-0).

Staff Present: Administrator/Interim-Clerk Tom Hagie, Town Attorney Michael Van Kleunen, Fire Chief John Schilling, Police Chief Chris Perket, Parks and Rec Director Chad Brown, Department of Public Works Highway Superintendent Scott Hartung, Town Engineer Justin Gutoski and Deputy Clerk Emily Howells.

2. Meeting Notices.

Hagie confirmed the meeting notices were posted as required by law.

3. Approval of Agenda.

Motion by Charlier to approve the agenda; seconded by Schatzman.

Motion prevailed by a voice vote (5-0).

4. Approval of Minutes:

a. September 16, 2025 meeting of the TB, UD1, SD4.

Motion by Stanelle to approve the minutes of September 16, 2025 as presented; seconded by Kohlmann.

Motion prevailed by a voice vote (5-0).

5. Citizen Comments: Three-minute limit. None.

6. Committee/Commission Reports/Recommendations: None.

7. Old Business:

a. Discussion and possible action regarding the Class "B" Beer and "Class B" Liquor application for Indulgence Chocolatiers.

Motion by Schatzman to deny the Class "B" Beer and "Class B" Liquor application for Indulgence Chocolatiers; no second.

Motion failed.

Motion by Chairman Henderson to approve the \$10,000 Reserve Class "B" Beer and "Class B" Liquor License application for Indulgence Chocolatiers with the following conditions:

- The applicant must provide a detailed plan of operation provided to the clerk regarding operations relating to alcohol.
- The applicant must provide a list of the distributors they are using at Indulgence Chocolatiers Brookfield.
- The applicant must pay the fines for two of the events held in violation of their current license.
- The applicant must sign and return an affidavit affirming no violations of laws relating to alcohol have occurred in the last 6 months, prior to the Board Meeting on Wednesday, February 18, 2026.
- The applicant will be reviewed in 6 months to ensure no alcohol related violations have occurred.

Seconded by Charlier.

Motion prevailed by a voice vote (5-0).

8. New Business:

- a. Discussion and possible action regarding the application by Raised Grain Brewery for approval of a Full-Service Retail Outlet at Eble Ice Arena for the Warhawk Day Beer Garden.  
Motion by Stanelle to approve the application by Raised Grain Brewery for approval of a Full-Service Retail Outlet at Eble Ice Arena for the Warhawk Day Beer Garden with an amendment to the Beverage Service Contract listing the Town of Brookfield as an additional insured; seconded by Kohlmann.  
Motion prevailed by a voice vote (5-0).
- b. Discussion and possible action regarding the request for review of the Weyer Road Drainage Improvement Project.  
No action.
- c. Discussion and possible action regarding the Intergovernmental Agreement with Waukesha County for the Municipal Recycling Dividend Program.  
No action.
- d. Discussion and possible action regarding the 2026-2028 Catalis Assessment Services Contract.  
Motion by Charlier to approve the 2026-2028 Catalis Assessment Services Contract with changes to the verbiage in the termination clause; seconded by Chairman Henderson.  
Motion prevailed by a voice vote (5-0).
- e. Discussion and possible action regarding the Engagement Letter for audit services by Baker Tilly.  
Motion by Kohlmann to approve the Engagement Letter for audit services by Baker Tilly; seconded by Charlier.  
Motion prevailed by a voice vote (5-0).
- f. Discussion and possible action regarding the Engagement Letter for 30% audit services of the Tax Incremental Financing District TID No.1 by Baker Tilly.  
No action.
- g. Discussion and possible action regarding the 2026 Budget.  
Motion by Charlier to approve publication of the 2026 Budget with minor changes; seconded by Stanelle.  
Motion prevailed by a voice vote (5-0).

9. Departments Reports/Recommendations:

a. Fire Department

1. Discussion and possible action regarding Resolution 2025-03 to approve an updated ambulance fee schedule pursuant to Town Code § 5.18(4)  
Motion by Kohlmann to approve Resolution 2025-03 updating the ambulance fee schedule pursuant to Town Code § 5.18(4) with no balance billing to Town residents; seconded by Stanelle.  
Motion prevailed by a voice vote (5-0).
2. Discussion and possible action regarding Resolution 2025-04 to establish an emergency medical services (EMS) enterprise fund and to designate revenue allocations.  
No action per staff review.

a. Police Department

1. Discussion and possible action regarding the replacement of the Police Department's HVAC.  
Motion by Kohlmann to approve the replacement of the Police Department's HVAC not to exceed \$42,000; seconded by Charlier.  
Motion prevailed by a voice vote (5-0).

2. Approval of Vouchers and Checks.

Motion by Charlier to approve vouchers and checks in the amount of \$270,778.53; seconded by Stanelle.  
Motion prevailed by a voice vote (5-0).

3. Communication and Announcements. None.

4. Adjourn.

Motion by Kohlmann to adjourn at 10:22 p.m.; seconded by Charlier.

Motion prevailed by a voice vote (5-0).

Respectfully submitted by,

Emily Howells, Deputy Clerk

DRAFT

**TOWN OF BROOKFIELD**  
**PLANNING COMMISSION RECOMMENDATIONS**  
**Meeting date: September 23, 2025**

Town Chairman Keith Henderson called the meeting to order at 7:00 p.m., with the following people present: Town Supervisor Ryan Stanelle; Plan Commissioners Tim Probst, Dan Zuperku; and Town Planner Rebekah Leto. Kevin Riordan was excused. Len Smeltzer and Jeremy Watson were absent.

Review and possible action on a Conditional Use Permit to construct a 6 foot tall fence within 3 feet of the side and rear property lines, Ryan Amidon (owner), 20815 Brook Park Court, Tax Key No. BKFT1125077.

The request is for a six foot tall white vinyl fence at a zero foot setback around the side and rear property lines. The petitioner submitted a reduced 1985 plat of survey with the fence location drawn on the plat. The Planner report stated in the analysis that the Town would need to evaluate if a new plat of survey is required. The Planner's report also included the following condition for consideration:

1. A revised Plat of Survey shall be furnished with the proposed fence location staked on the survey to ensure it will not encroach on the neighboring properties, prior to the issuance of a fence permit by the Building Inspector.

The Ordinance states the following, "Prior to permit approval, any person proposing a solid or open fence that will be located within five feet of a lot line shall submit a plat of survey depicting the location of the proposed fence and stake the corners of the property."

Mr. Probst moved to recommend approval to the Town Board for a Conditional Use Permit for a 6 ft. tall fence located within 3 ft. of the side and rear property lines at 20815 Brook Park Court, as presented.

The motion was seconded by Mr. Stanelle. The motion passed unanimously.



## TOWN OF BROOKFIELD PLAN COMMISSION ZONING REPORT

TO: Town of Brookfield Plan Commission

FROM: Rebekah Leto, AICP, Town Planner

PC MEETING DATE: September 23, 2025 (*tabled from August 26, 2025*)

RE: Conditional Use request for the construction of a 6 ft. solid fence within three (3) feet of the property line, **20815 Brook Park Ct, BKFT1125.077996**

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The following report is provided for cursory review prior to action. Specifics relating to the submitted documents of this application may be referenced in the Meeting Packet distributed by the Clerk.

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**Property owner:** Ryan Amidon

**Application Type:** Conditional Use Permit

**Zoning:** RS-3 Single Family Residential District

### **Project Description**

The subject property is .47 acres and is located west of Barker Road in Brook Park Estates. The topography slopes down in the back of the property. The adjacent residence to the east is at a significantly lower elevation and a mature line of vegetation extends on the east and south property lines. There is less vegetation on the north and east property lines. The house to the north's backyard converges with the subject property's backyard to produce a flatter yard. It appears there was an existing fence on the property along the back (north and west) property lines based on a 2024 aerial photograph.

The property owner is proposing a 6 ft. tall solid white vinyl fence that extends the side and rear boundaries of the property, extending a total of 406 ft. per the property owner. The proposed fence connects to the rear corners of the house and does not extend into the street yard. The fence is proposed to be at a zero foot setback on the property lines.

The Town adopted a revised fence Ordinance in 2023 that states any solid fence located within three (3) feet of the property line requires a Conditional Use Permit. The Ordinance requires that a Plat of Survey be submitted depicting the location of the proposed fence. The owner has submitted a Plat of Survey with the proposed fence location drawn on the survey (enclosed), but the location of the fence was not staked by a surveyor. The Plan Commission should determine if an updated Plat of Survey is required with the proposed fence location staked on the survey. A rendering of the fence is enclosed.

**Public Hearing Date:** August 26, 2025

**Public Hearing Comments (summarized):** Two residents within the Court spoke generally against the specific request for a six foot tall privacy fence. The concerns were related to neighborhood aesthetics and kids and wildlife being able to move freely and how [many] tall privacy fences create small spaces where someone could hide behind/in-between, which may create a security issue.

**Conditional Use request**

The Town Board, following a recommendation from the Plan Commission, may issue a Conditional Use Permit provided that such conditional use and structures are in accordance with the purpose and intent of this chapter and are not found to be hazardous, harmful, offensive, or otherwise adverse to the environment or the value of the neighborhood or community.

**Staff Recommendation**

Staff recommends that the Plan Commission make a recommendation to the Town Board to grant the Conditional Use for a solid 6 ft. tall fence within three feet of the property line at 20815 Brook Park Ct.

Conditions for consideration include:

1. A revised Plat of Survey shall be furnished with the proposed fence location staked on the survey to ensure it will not encroach on the neighboring properties, prior to the issuance of a fence permit by the Building Inspector.
2. The finished side of the fence shall face the neighboring property owner and the fence post face the subject property.
3. The fence shall not exceed 6 ft. tall, as proposed.
4. A maintenance plan be prepared by the applicant that outlines how the fence will be maintained on the neighboring properties.

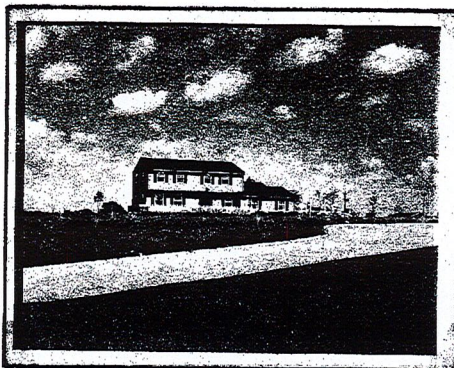
Date June 18, 1984

# PLAT OF SURVEY

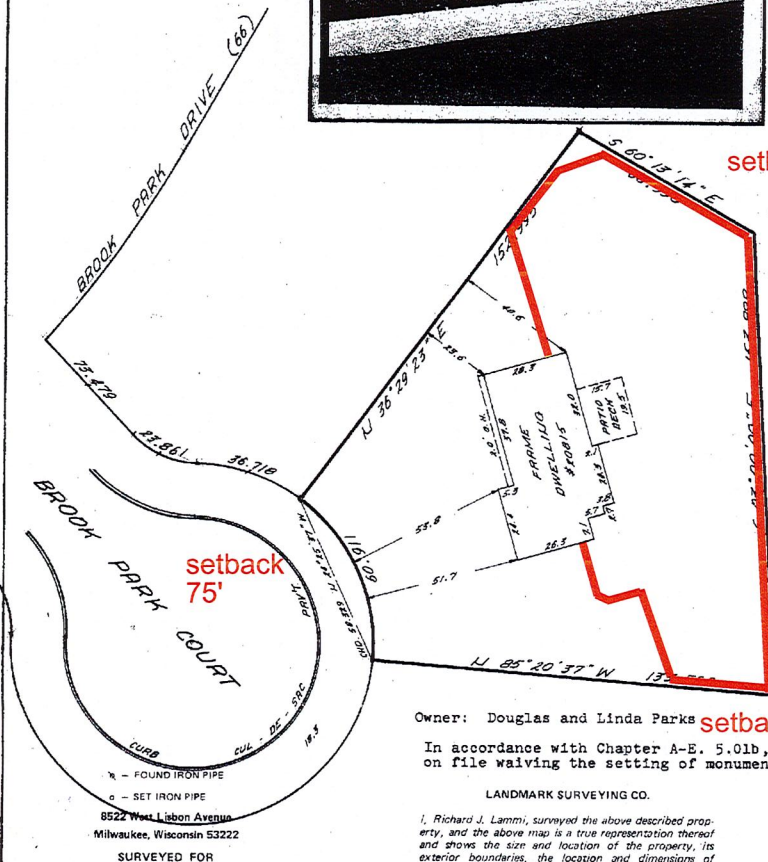
Job No. W-174-30984

LOT 77 - BROOK PARK ESTATES  
being a subdivision of a part of the Northeast 1/4 of Section 30, Town 7 North, Range 20 East,  
Town of Brookfield, Waukesha County, Wisconsin.

Located at 20815 Brook Park Court



WCPS0002724



Owner: Douglas and Linda Parks setback 0'

In accordance with Chapter A-E. 5.01b, a signed agreement is on file waiving the setting of monuments on the property.

LANDMARK SURVEYING CO.

I, Richard J. Lammi, surveyed the above described property, and the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location and dimensions of all visible structures thereon, fences, apparent easements, roadways and visible encroachments.

This survey is made for the exclusive use of the present owners of the property; also those who purchase, mortgage or guarantee the title thereto, within one year from date hereof.

*Richard J. Lammi*  
REGISTERED LAND SURVEYOR NO. 5-777 - STATE OF WISCONSIN

PHONE  
461-3730



Merrill Lynch Realty  
8201 W. Capitol Drive  
Milwaukee, WI 53222

8522 West Lisbon Avenue  
Milwaukee, Wisconsin 53222  
SURVEYED FOR

SCALE 1" = 30'











The background features abstract, overlapping geometric shapes in various shades of green, ranging from light lime to dark forest green. These shapes are primarily located on the left and right sides of the frame, creating a modern, layered effect. The central area is a plain white background.

CELLEBRITE

# WHAT IS CELLEBRITE?

- ▶ SCIENTIFIC RECOVERY OF DIGITAL EVIDENCE FROM MOBILE PHONES
- ▶ EXTRACTS DATA AND PUTS IT INTO A READABLE REPORT FOR INVESTIGATIONS
- ▶ AVERAGE AMERICAN USES THEIR CELL PHONE FOR 4 HOURS AND 37 MINUTES EACH DAY
- ▶ EVIDENCE VIA TEXT MESSAGES, SOCIAL MEDIA, PHOTOGRAPHS/VIDEO, GPS LOCATION SERVICES, ETC

# PROCESS TO EXTRACT A MOBILE DEVICE

- ▶ DETERMINE PHONE STATUS- ON/OFF, UNLOCKED-NO PASSCODE, LOCKED-PASSCODE KNOWN, LOCKED- UNKNOWN PASSCODE
- ▶ IF LOCKED AND UNKNOWN PASSCODE- DEVICE MAY NEED TO BE ACCESSED USING BRUTE FORCE (CAN TAKE MINUTES, UP TO YEARS) TO OBTAIN PASSCODE OR INITIAL ACCESS
- ▶ IF UNLOCKED OR KNOWN PASSCODE, PHONE IS PLUGGED INTO CELLEBRITE AND UNDERGOES "INITIAL ACCESS" WHEN COMPLETE, ANALYST IS REQUIRED TO MANIPULATE PROGRAM TO START EXTRACTION. (TIME VARIES FOR THIS)
- ▶ CELLEBRITE THEN DOWNLOADS DATA FROM PHONE TO CELLEBRITE ONLINE PORTAL. (TIME DEPENDS ON AMOUNT OF DATA ON PHONE)
- ▶ REQUIRED TO DOWNLOAD EXTRACTION FROM ONLINE PORTAL ONTO EXTERNAL HARD DRIVE TO PACKAGE AS EVIDENCE ((TWO COPIES) TIME DEPENDS ON HOW MUCH DATA IS TRANSFERRED))

# CONT.

- ▶ MUST VERIFY DOWNLOAD ON EXTERNAL HARD DRIVE MATCHES INITIAL DOWNLOAD ONTO CELLEBRITES ONLINE PORTAL. THIS IS DONE BY CONFIRMING HASH VALUES OF DOWNLOAD. (30MINS-1HR) BUT IS DEPENDANT ON HOW MUCH DATA IN DOWNLOAD
- ▶ DOWNLOAD IS THEN OPENED IN CELLEBRITE READER (THIS CAN TAKE UPWARDS OF AN HOUR JUST TO OPEN THE EXTRACTION)
- ▶ REPORT IS THEN CREATED IN CELLEBRITE READER (CAN TAKE AN ADDITIONAL HOUR, BUT IS DEPENDANT ON HOW MUCH DATA IS IN EXTRACTION)
- ▶ REPORT IS THEN COPIED TO EXTERNAL HARD DRIVE AND PROVIDED TO OFFICER/DETECTIVE FOR REVIEW

# EXAMPLES OF CELLEBRITE/GRAYKEY ASSISTING IN INVESTIGATIONS

- ▶ K17009402- ARMED ROBBERY - 3 ARRESTS - CONVICTIONS OF ATTEMPTED 1<sup>ST</sup>-DEGREE INTENTIONAL HOMICIDE, 1<sup>ST</sup> DEGREE RECKLESS ENDANGERING SAFETY, POSSESS FIREARM ADJUDICATED DELINQUENT, BURGLARY OF BUILDING OR DWELLING, THEFT <=\$2500, ARMED ROBBERY WITH THREAT OF FORCE
- ▶ K18008652- HOMICIDE- 1 ARREST - CONVICTION OF 1<sup>ST</sup> DEGREE INTENTIONAL HOMICIDE AND 2X FELONY BAIL JUMPING
- ▶ K19004387 - OVERDOSE HOMICIDE - 2 ARRESTS - CONVICTIONS OF 1<sup>ST</sup> DEGREE RECKLESS HOMICIDE/DELIVER DRUGS AND POSSESS NARCOTIC DRUGS
- ▶ K21006007 - OVERDOSE HOMICIDE - 1 ARREST - CONVICTIONS OF 1ST DEGREE RECKLESS HOMICIDE/DELIVER DRUGS
- ▶ K21010443 - SEXUAL ASSAULT - 1 ARREST- OPEN CASE - CHARGED WITH 3 COUNTS OF CAPTURE AN INTIMATE REPRESENTATION AND 9 COUNTS OF CHILD SEXUAL EXPLOITATION

# EXAMPLES OF CELLEBRITE/GRAYKEY ASSISTING IN INVESTIGATIONS

- ▶ K24001053 - SEXUAL ASSAULT OF A MINOR - 1 ARREST - GUILTY OF CHILD ENTICEMENT-SEXUAL CONTACT
- ▶ K24003677 - BURGLARY OF ATM -3 ARRESTS - SUSPECTS GUILTY OF ATTEMPTED THEFT FROM FINANCIAL INSTITUTION, INTERFERENCE WITH ATM MACHINE, POSSESSION OF BURGLARIOUS TOOLS, AND CRIMINAL DAMAGE TO PROPERTY
- ▶ K24005336 - FRAUD/DRUGS AT BEST BUY - 4 ARRESTS - GUILTY CHARGES OF POSSESSION THC (0.68 LBS), MISSAPPROPRIATE ID-OBTAIN MONEY, RESIST OFFICER
- ▶ K24003827 - SEXUAL ASSAULT - 1 ARREST - OPEN CASE - CHARGED WITH SECOND DEGREE SEXUAL ASSAULT
- ▶ K25001990 - OAWI (DRUG DRIVING) - OPEN CASE- CHARGED WITH OWI 4<sup>TH</sup> OFFENSE, OPERATE WITH PAC 4<sup>TH</sup> OFFENSE, POSSESS COCAINE W/INTENT TO DELIVER, POSSESS NARCOTIC DRUG (FENTANYL), POSSESS/ILLGALLY OBTAINED PRESCRIPTION, POSSESS DRUG PARAPHERNALIA, MAINTAIN DRUG TRAFFICKING PLACE



# WHY CELLEBRITE AT THE TOBPD WOULD BE BENEFICIAL

- ▶ TIME IS OF THE ESSENCE - IPHONES/ANDROIDS ARE UPDATING EVERYDAY. CURRENTLY NEED TO PLACE THEM ON AN EXTRACTION SERVICE WITHIN 1 HOUR FROM LAST UNLOCK TO PRESERVE THE EVIDENCE AND PREVENT ADDITIONAL SECURITY MEASURES FROM ACTIVATING.
- ▶ EFFICIENCY - ELIMINATE OFFICER FROM BEING REMOVED FROM PATROL AND HAVING TO GO TO WSD TO USE THEIR EQUIPMENT.
- ▶ PRIORITY - WSD HAS SEVERAL AGENCIES THAT UTILIZE THEIR LAB ON TOP OF THEIR BUSY DEPARTMENT. MANY TIMES, IT IS DIFFICULT TO COORDINATE THE USE OF THEIR ONE EXTRACTION PORT.
- ▶ PROFICIENCY - ALLOWS US TO ADVANCE IN OUR INVESTIGATIONS QUICKER.
- ▶ UNLIMITED CONSENT OR KNOWN PASSCODE UNLOCKS.

# BUDGET IMPACTS

- ▶ OUR RESCUE GRANT. THE PD APPLIED FOR AND RECEIVED A GRANT FOR \$9,000 TOWARD THE PURCHASE OF THE PROGRAM/EQUIPMENT. THE FIRST YEAR WILL BE A "PILOT PROGRAM". THE STATISTICS FROM THE PILOT PROGRAM WILL BE USED TO EVALUATE THE COST EFFECTIVENESS OF HAVING THE PROGRAM AT OUR DEPARTMENT AND WHETHER TO CONTINUE UTILIZING THE PROGRAM.
- ▶ REDUCTION IN OVERTIME. LOWER OVERTIME ALSO REDUCES THE POSSIBILITY OF OFFICER BURNT OUT.
- ▶ BETTER EVIDENCE RESULTS IN HIGHER QUALITY INVESTIGATIONS. THIS REDUCES THE NEED FOR OFFICERS HAVING TO TESTIFY IN COURT WHICH IN TURN REDUCES OVERTIME.
- ▶ POSSIBILITY OF INCOME FROM CHARGING OUTSIDE AGENCIES TO UTILIZE OUR PROGRAM.

# CELLEBRITE COST BREAKDOWN

▶ ANNUAL COST:	\$20,000
▶ APPROVED GRANT FUNDING:	<u>\$9,000</u>
▶ REMAINING AMOUNT TO BE FUNDED:	\$11,000
▶ # OF UNLOCKS INCLUDED:	40*
▶ PRICE PER UNLOCK:	\$275 (W/GRANT FUNDING)

(\*UNLIMITED CONSENT/KNOWN PASSCODE UNLOCKS)

# COST COMPARISON

## ESTIMATED EXISTING COST

- ▶ AVE. 40 DEVICES/YR
- ▶ AVE. 8-10 HOURS PER DEVICE
- ▶ OFFICER RATE (INCL. BENEFITS):
  - ▶ REGULAR: \$51.43
  - ▶ OVERTIME: \$77.15
- ▶ AVE. COST TO UNLOCK
  - ▶ \$415 TO \$775
- ▶ TOTAL ANNUAL INVESTMENT
  - ▶ \$16,000 - \$31,000

## ESTIMATED COST SAVINGS (W/GRANT)

\$3,000 - \$18,000

## ESTIMATED CELLEBRITE COST W/GRANT

- ▶ AVE. 40 DEVICES/YR
- ▶ 1 HOUR PER DEVICE
- ▶ OFFICER RATE (INCL. BENEFITS):
  - ▶ REGULAR: \$51.43
  - ▶ OVERTIME: \$77.15
- ▶ COST/UNLOCK: \$275
- ▶ AVE. TOTAL COST/UNLOCK:
  - ▶ \$325 - \$350
- ▶ AVE. TOTAL ANNUAL INVESTMENT
  - ▶ \$13,000 - \$14,000

## ESTIMATED COST SAVINGS (W/O GRANT)

(\$9,000) - \$6,000

# MEMORANDUM OF UNDERSTANDING OUR RESCUE AND

**WHEREAS** - \_\_\_\_\_ and OUR RESCUE (collectively “Parties” and each individually a “Party”) have mutual goals and have come together to collaborate on strategies, investigations, and technical assistance to rescue children and others from human trafficking.

**WHEREAS** OUR RESCUE is a 501(c)(3) not-for-profit organization with the mission of rescuing children from slavery and delivering them to safe havens that offer freedom and rehabilitation. This mission is best achieved through collaboration with law enforcement agencies (LEAs). OUR Rescue does not conduct domestic operations but recognizes the authority and expertise of U.S. LEAs in enforcing laws related to human trafficking and child exploitation. OUR Rescue aims to empower these agencies by providing tools, training, and technology to enhance their capabilities.

**WHEREAS** the Parties agree to work collaboratively pursuant to the terms of this Memorandum of Understanding (“MOU”) which sets forth the roles and responsibilities of each Party.

1. **Donation.** OUR Rescue will provide the following donations to the Receiving Agency. The donation will be used for, but not limited to, the efforts of combating Human Trafficking and Child Exploitation.
2. **Disclosure of Outcome and Use of Funding.** OUR Rescue is fully sustained by donors who generously give to help save children from being victimized by sexual predators and to identify, rescue and heal those who have fallen prey to human trafficking. OUR Rescue donors deserve to be informed regarding how their donations equate to the "measurables" necessary to combat child exploitation. The receiving party's agreement to receive this support will entail providing OUR Rescue with basic statistics, quarterly for one year. Reports should include statistics relating to survivors helped, suspects arrested, and victims identified. An impact statement will also be provided detailing how the donation has improved or impacted your work to fight exploitation and aid survivors. OUR Rescue will utilize any reports to show donors how their donations resulted in positive outcomes for victims of human trafficking/child exploitation. Information provided by the receiving party will not be released without the receiving party's written consent.
3. **Non-Disparagement** The receiving LEA agrees to refrain from making any statements or representations that may disparage OUR Rescue or its affiliates. This includes avoiding any actions that might harm their reputations. However, this clause does not prevent the LEA from making truthful statements required by law, provided OUR Rescue is notified in advance.

4. **Inspection and Evaluation:** OUR Rescue reserves the right to inspect donated items and conduct periodic evaluations to ensure compliance with reporting requirements and assess the effectiveness of the support provided. This helps determine the continuation of support based on the outcomes and yield of the arrangement
5. **Supplemental Agreements:** For any future donations, a description, reporting requirements, and other specifics will be provided for mutual agreement.
6. **Termination.** Either Party may terminate this MOU upon seven (7) days' written notice with or without cause.
7. **Entire Agreement.** This MOU constitutes the complete, final, and exclusive embodiment of the entire agreement between the parties regarding this subject matter. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties, or representations.
8. **Relationship of Independent Contractors.** The relationship of the parties established by this MOU is that of independent contractors, and nothing contained in this MOU shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint undertaking or (iii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

**9. Agency Details:**

Designated LEA Point of Contact for Reporting: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email: \_\_\_\_\_

Designated LEA Media Representative: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email: \_\_\_\_\_

Agency W9: Please Attach.

**NOW THEREFORE**, the Parties agree as follows:

The following donations, or forms thereof, will be provided to, \_\_\_\_\_, the Receiving Agency.

**OUR Rescue Contributions –**

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this MOU to be effective as of  
\_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_

OUR RESCUE

By \_\_\_\_\_

By \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# 2025 TAX COLLECTION AGREEMENT

This agreement between **Waukesha County**, (hereinafter referred to as "COUNTY"), and **Town of Brookfield** (hereinafter referred to as "MUNICIPALITY") for property tax collection is entered into on \_\_\_\_\_. Section 74.10 of Wisconsin Statutes permits the COUNTY and the MUNICIPALITY to enter into an agreement under Section 66.0301 of Wisconsin Statutes for the COUNTY to receive all payments for property taxes for which the MUNICIPALITY has billed under Section 74.09(5) of Wisconsin Statutes.

## A. SCOPE OF SERVICES

By executing this agreement, the MUNICIPALITY agrees to:

1. Designate the COUNTY as its agent for collection of all real estate property taxes, special assessments, special charges and special taxes levied by the MUNICIPALITY and its underlying taxing jurisdictions.
2. Certify received data on payment envelope and forward payments received by the MUNICIPALITY to the COUNTY without issuing any form of receipt.
3. Pay the COUNTY the specified per parcel costs in accordance with this agreement.

By executing this agreement, the COUNTY agrees to provide service for the first installment collection of property taxes to the MUNICIPALITY. Printing and mailing of tax bills shall be the responsibility of the MUNICIPALITY.

## B. TAX INFORMATION

1. The COUNTY will only collect payments related to real estate property taxes, special assessments, special charges and special taxes levied by the MUNICIPALITY as shown on its tax roll. Collections of any other taxes, assessments, fees or charges assessed by the MUNICIPALITY shall be the responsibility of the MUNICIPALITY.
2. The MUNICIPALITY shall furnish a document for inclusion with their tax bill mailing which instructs the taxpayers to not make payments directly to the MUNICIPALITY. Tax payments may be made by mail, drop box or in person to Waukesha County Treasurer's Office or through the COUNTY website at <http://tax.waukeshacounty.gov>.
3. The MUNICIPALITY is responsible for all costs of printing and mailing tax bills and enclosures.
4. The MUNICIPALITY shall have a return envelope included with the tax bill that is return addressed to the Waukesha County Treasurer's Office at 515 W Moreland Blvd, Room AC148, Waukesha, WI 53188.



5. If the MUNICIPALITY chooses to incorporate a lockbox bank (hereinafter referred to as "BANK"), all return envelopes included with their tax bills shall be addressed to the BANK.

#### **C. COLLECTIONS**

1. The COUNTY will process all payments of property taxes billed by the MUNICIPALITY that are mailed, forwarded to the COUNTY, electronically transferred or entered through the COUNTY website. All payments collected by the COUNTY will be deposited into the COUNTY's general checking account.
2. If the MUNICIPALITY chooses to use a BANK for payment collections, collections by the BANK will be deposited directly into the MUNICIPALITY'S account. The MUNICIPALITY shall be responsible for the BANK providing to the COUNTY, at least weekly, detail of all payments collected through the BANK in excel format that is compatible with the COUNTY'S tax collection system. The MUNICIPALITY shall be responsible for any fees or charges from the BANK for lockbox services.
3. All payments collected by the COUNTY will be processed and deposited regardless of amount. The MUNICIPALITY shall be responsible for refunding overpayments of property taxes. The COUNTY shall be responsible for providing a list of any overpayments to the MUNICIPALITY on a daily basis.
4. Any payments received directly by the MUNICIPALITY shall be forwarded to the COUNTY in a timely manner, along with either the postmarked envelope or other certification as to date received. The COUNTY will honor either the postmark or receipt date certified by the MUNICIPALITY when processing the payment.
5. Receipts will be issued by the COUNTY to taxpayers for all payments collected by the COUNTY and BANK. The COUNTY will be responsible for the cost of mailing receipts to the taxpayers.

#### **D. TRANSFER OF FUNDS**

The COUNTY will transfer funds to the MUNICIPALITY's general checking account by ACH credit every Tuesday and Friday during the collection period. If the banks are closed for business on the day that a transfer is to occur, the transfer will occur on the next business day. Amounts transferred on Tuesdays will represent collections deposited on Wednesday and Thursday of the prior week, while amounts transferred on Friday will represent collections deposited on the previous Friday, Monday and Tuesday. The minimum amount that will be transferred by the COUNTY is \$50,000 during the December 15<sup>th</sup> through February 5<sup>th</sup> period. Funds will be transferred at least once every two weeks even if the minimum transfer amount is not met. Any interest earned on funds deposited in the COUNTY'S account until such time as funds are transferred to the MUNICIPALITY, will accrue to the COUNTY.

**E. SETTLEMENT**

1. The MUNICIPALITY will, on or before January 15<sup>th</sup> and February 20<sup>th</sup> of each year, settle for all collections of taxes, special assessments, charges and taxes, in accordance with Chapter 74 of Wisconsin Statutes.
2. The MUNICIPALITY shall pay all taxing districts in accordance with information provided by the COUNTY on or before the statutorily provided dates.

**F. CHARGE FOR SERVICES**

The COUNTY will provide to the MUNICIPALITY the services outlined in this agreement at the rates outlined in Appendix A of this agreement.

**G. TERMINATION OF CONTRACT**

This contract will remain in force until terminated by either party. The MUNICIPALITY may terminate the agreement by providing notice in writing to the COUNTY by October 1<sup>st</sup> of the tax year. The COUNTY reserves the right to terminate the agreement, or change the per parcel collection fee in Appendix A, by giving notice to the MUNICIPALITY by May 1<sup>st</sup> of the tax year.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Town of Brookfield

Waukesha County

By: \_\_\_\_\_  
(Mayor/President/Chairman)

By: \_\_\_\_\_  
(Treasurer)

\_\_\_\_\_  
(Clerk)

\_\_\_\_\_  
(Clerk)

## APPENDIX A

### TAX COLLECTION RATES – 2025/2026 TAX COLLECTION CYCLE

#### MUNICIPALITY: Town of Brookfield

Please check applicable rate:

\_\_\_\_\_ Municipality does not use a bank lockbox for tax collection - \$2.30 per parcel billed

\_\_\_\_\_ Municipality uses its own bank lockbox for tax collection - \$1.60 per parcel billed

MUNICIPALITY shall pay the per parcel charge for tax collection, as billed by the COUNTY, on or before March 1, 2026.

The rates shown in this appendix shall apply through February 28, 2026.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Town of Brookfield

Waukesha County

By: \_\_\_\_\_  
(Mayor/President/Chairman)

By: \_\_\_\_\_  
(Treasurer)

\_\_\_\_\_  
(Clerk)

\_\_\_\_\_  
(Clerk)

Attached, please find the updated Animal Services Agreement between the Town of Brookfield and the Elmbrook Humane Society (EBHS) for services beginning January 1, 2026.

This revised agreement was developed to better define and align services with current operations, statutory requirements, and the areas where EBHS holds the proper legal and operational authority to act. The updates are designed to ensure continued excellence in animal care and public safety while maintaining compliance with all applicable laws.

### **Summary of Core Changes**

- **Discontinuation of Humane Officer Services:** EBHS will no longer provide humane officer services. This change is due to authoritative constraints that limit our ability to obtain necessary information to investigate and pursue enforcement cases. These duties are best retained within the Town's jurisdiction to ensure proper access to records and enforcement authority.
- **Refined Wildlife Services:** Wildlife support has been adjusted to comply with legal constraints under Wisconsin law. EBHS will continue to assist residents through education, coordination, and referral to the Department of Natural Resources (DNR) or licensed wildlife rehabilitators but will no longer perform services beyond what is legally permitted for a humane society.
- **Modified Pick-Up and After-Hours Services:** EBHS will continue to provide limited pick-up services and after-hours animal drop-off for authorized personnel, but these services are now restricted to times when staffing and safety permit. EBHS will not provide emergency field response outside of mutually agreed-upon circumstances.
- **Streamlined Reporting:** Quarterly reports will now provide a concise summary of core activities directly related to contracted services.
- **Clear Cost Structure:** The updated agreement establishes a \$2.00 per resident rate, ensuring predictable, fiscally responsible funding that continues to provide high-quality animal care and public safety support.

These updates maintain EBHS's commitment to providing compassionate, lawful, and fiscally responsible care for animals originating within the Town of Brookfield, while ensuring compliance with all applicable laws and efficient use of public resources.

We value our long-standing partnership with the Town, and I would be happy to talk through these changes in detail or address any questions you may have.

**TOWN OF BROOKFIELD AND ELMBROOK HUMANE SOCIETY  
ANIMAL SERVICES AGREEMENT**

THIS SERVICES AGREEMENT (the "Agreement"), is made and entered into, by and between, the Town of Brookfield, (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 30<sup>th</sup> 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:

Tom Hagie, Town Administrator  
Town of Brookfield  
645 North Janacek Road  
Brookfield, Wisconsin 53045

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 Kevin Henderson–Town Board Chairman of the Town of Brookfield and Tom Hagie–Town Administrator of the Town of Brookfield, 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.

**SIGNATURE PAGE**  
**TOWN OF BROOKFIELD AND ELMBROOK HUMANE SOCIETY**  
**ANIMAL SERVICES AGREEMENT**

Service Period: January 1, 2026 – December 31, 2026

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year written below.

**TOWN OF BROOKFIELD**

A Wisconsin Municipal Corporation

By: \_\_\_\_\_

Date:

\_\_\_\_\_  
**Keith Henderson**, Town Board Chairman

By: \_\_\_\_\_

Date:

\_\_\_\_\_  
**Tom Hagie**, Town Administrator

---

**ELMBROOK HUMANE SOCIETY, INC.**

A Wisconsin Nonprofit Corporation

By: \_\_\_\_\_

Date:

\_\_\_\_\_  
**Natalie Hoskins**, Executive Director

## **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 6,477, resulting in an annual base payment of \$12,954. This fee represents full compensation for all services described in this Agreement unless otherwise specified in writing.

This base fee shall be paid in twelve (12) equal installments on or before the first day of each month, unless otherwise agreed in writing.

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.

### **2.0 METHOD OF PAYMENT.**

EBHS shall submit an invoice to MUNICIPALITY by the 10<sup>th</sup> day of each month for the services provided in the preceding month. MUNICIPALITY shall pay the statement within thirty (30) days of receipt thereof. Invoiced amounts not paid within ten (10) days shall bear interest thereafter at the rate of 3% annually.



## **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.

## Pending Brookfield Code Violations

*The following is a list of pending violations that have been reported to the town and is for informational purposes only at the request of the Town Board. No discussion or action will be taken on these matters. Italics indicates new information since the last update.*

Edward Bentfield, 385 Kossow Road

***Property Maintenance issues including abandoned vehicle, cars parked on unpaved surfaces, vegetative overgrowth, neglected swimming pool in the backyard.***

7/29/25 A site visit was conducted with Town Staff and Supervisor Kohlmann. A car was parked in the grass that appeared to be abandoned. A tractor, multiple garbage cans, and junk was piled up on along the front of the house.

7/31/25 The building inspector noted there have been previous attempts at enforcement on this property but no contact has been made with the owner. A letter will be drafted and sent to the Town Atty for final review.

9/11/25 A letter has been sent to the Town Attorney for review. A site visit today revealed that two cars were now parked in the grass when there was previously one. There were still debris/refuse piled in front of the garage, along with multiple trash cans and a tractor mower.

*9/16/2025 A letter was sent to property owner with 10/20/25 deadline.*

HPA III ACQUISITIONS 1 LLC, Bruce Host, 370 S Allen Rd

***Property maintenance issues including a fallen tree, vegetative overgrowth, junk, garbage in yard, leaves and overgrown grass***

7/29/25 A site visit was conducted with Town Staff and Supervisor Kohlmann. The complainants stated that the neighbors did mow the yard but it had been approximately two weeks and needed to be done again. Overgrown bushes are adjacent to the house and there is a dead fell tree that is visible from the right of way. There are junk-like items contained in a trailer on a paved surfaced, apart from a go-cart that sites next to the trailer.

7/31/25 This address is different than the Registered Agent for the LLC. A letter will be drafted and sent to the Town Attorney for review.

9/11/25 A letter has been drafted and sent to the Town Attorney for review. A site visit from the right of way was conducted by staff today. The fell tree is still present and the lawn does not appear to have been mowed for a few weeks. The pile of debris/refuse in the trailer on the driveway remains.

*9/16/2025 A letter was sent to property owner with 10/8/25 deadline.*

*9/25/25 The letter was returned due to an apparent issue with the address. A call was made to the (office) building and the address was confirmed. The letter was sent again with a modification to the address label.*

*10/14/25 Received the letter back as "return to sender" . Sending to one other address found in California for the LLC. There is also a Toronto address.*

William and Irmgard Niess, 21395 Greendale Dr.

***Property Maintenance issues including abandoned vehicles, junk, boat parked on unpaved surfaces***

7/29/25 A site visit was conducted with Town Staff and Supervisor Kohlmann. A truck is parked on the grass next to the garage, however it is not clear it is abandoned. On the side of the garage is a boat under a tarp that is on the grass, a canoe, piles of scrap under a tarp.

9/11/25 A site visit was conducted to confirm if there were any changes. Due to AT&T trucks in the driveway, I was not able to see the area in question. A letter has been drafted and sent to

the Town Attorney. The owners has been in contact with staff inquiring about building a garage. However, the zoning ordinance would not permit additional accessory storage.

*9/16/2025 A letter was sent to property owner with 10/20/25 deadline.*

*9/30/25 The owner stopped in during office hours to discuss the letter. We discussed moving the boat to an improved surface and removing the piles of debris on the property. The boat's registration will be renewed. The truck is inoperable but he would like to keep it. He will explore options, including requesting to the Town Board the option to keep the inoperable truck on the driveway for a period of time (the request is allowed per code). He requested an extended deadline until November 13, 2025.*

Scott and Rosemarie Wegner, 21455 Greendale Dr

***Property Maintenance issues including weeds 2 ft. tall around a boat, trailer with piled wood, boat stored outside in garden bed on rear lot line, piled junk in weeds, multiple garbage cans in driveway, car parked on unpaved surfaces.***

*7/29/25 A site visit was conducted with Town Staff and Supervisor Kohlmann. The property owner was present and came out to discuss the issues. He acknowledged there was work to be done and I expressed that he would be working with me. A letter will be sent outlining the different items that need to be taken care of to bring the property into compliance. This includes moving the red vehicle onto an improved surface, eliminating the overgrown weeds on the side of the house, moving the boats and other outdoor storage onto an improved surface or inside of a structure. A staggered deadline approach will be used for this violation. The first deadline will require that all vehicles be parked on improved surfaces, removal of the trailer with piled wood, and make significant progress on the removal of the weeds.*

*9/11/25 A site visit from the ROW was conducted to see if any progress had been made given that we made initial contact during the last site visit. The red vehicle was now parking on the driveway and not the grass. The weeds were reduced but I suspect that's due to time of year. A letter has been drafted and send to the Town Attorney for review.*

*9/16/2025 A letter was sent to property owner with a 10/11/25 deadline for the brush and overgrown vegetation removal and 11/1/25 for the junk.*

*10/2/25 Drove by property. The weeds have been cut but the boats remains stored on the side of the property. Difficult to see the entire property due to cars in driveway. The trailer is operational and had been moved to the driveway from the side of the house.*

Angela Otto, 21545 Greendale Dr

***Property Maintenance issues including overgrowth of weeds in the rear side-yard, fence extending beyond the front of the house and into the base setback line, to the edge of the culvert.***

*7/29/25 A site visit was conducted with Town Staff and Supervisor Kohlmann. A wire fence was constructed prior to the current code being in effect, making the type of fence legal nonconforming. However, the fence was not permitted, and is still not permitted, within the front yard.*

*7/31/25 A letter has been drafted and will be sent to the Town Attorney for final review.*

*9/11/24 The letter was sent to the Town Attorney.*

*9/16/2025 A letter was sent to property owner with 10/20/25 deadline.*

*10/7/2025 Spoke with owner on the phone. She claimed the Town Board approved the fence and this was a non-issue. She stated she would send the documentation. It should be noted that Town Board approval was not required for a fence. I did find a letter she submitted to the Town Board in October 2023. **That letter is enclosed for reference.** The claim is that it is an ornamental fence. However, the letter also indicates that the purpose of the fence was to prevent the neighbor's dog from entering the property. These are conflicting statements.*

10/11/2025 Received an email from the owner with an email attachment from 12/5/2023 where the Town Building Inspector confirmed that the fence is allowed and implies no further action will be taken on the matter. The Town Board received the same email. **I am looking for direction on how the Town Board would like me to proceed.**

Sydney Miller Rev. Trust, 20520 Brook Park Drive

**Property Maintenance issues including failing garage and overgrown vegetation.**

7/29/25 A site visit was conducted with Town Staff and Supervisor Kohlmann. There is a trailer in the driveway and the driveway is in disrepair. The roof is in poor shape and may have a hole in it. There is a pile of branches under a tree and overgrown vegetation (bushes) throughout the property.

7/31/25 The Town Building Inspector reviewed this from the right of way last year after a complaint and observed a bad patch job. A letter will be sent to allow the building inspector to make a site inspection to review the roof. The Planner will work with the owner on any property maintenance issues. A letter will be drafted and sent to the Town Atty for final review.

9/11/25 A site visit was conducted. The yard generally seemed in decent condition. The grass was mowed and there was one pile of sticks collected from the many trees on the property. The trailer is on a paved surface and nothing was identified in the code about driveways in poor shape. A letter was drafting asking permission for the Building Inspector to view the roof from the property, as tree coverage makes it challenging from the ROW.

9/16/2025 A letter was sent to property owner with 10/16/25 deadline.

10/16/2025 Drove by the property. The wood piles were cleaned up and the grass was neatly mowed. The letter requesting permission to inspect the roof has not been received. However, the Building Inspector has been to the property in the last year and did not see any code violations; the roof has just been patched. Jason did not see any reason to go to the property at this time. Violation is considered resolved.

Bluemound Enterprises Limited Partnership (Former Don and Roys), 17740 W Bluemound Rd  
**Property Maintenance issues, including overgrown vegetation.**

10/2/25 A letter was sent with a deadline of 10/10/25 to maintain the overgrown vegetation.

10/16/2025 Did a site inspection. No work has been completed. A second letter will be sent with a deadline of 10/31/25.

Beth Chaveriat, 380 Kossow Road

**Property Maintenance, overgrown bushes**

10/2/25 A letter was sent requesting the overgrown bushes be trimmed by 10/16/25.

10/9/2025 Received a call from the owner that she just got the letter today (10/9) and could not get it completed in a week. She asked for an extension of which I gave her until 11/7. She said that was plenty of time and acknowledged there was work to be done.

Last updated: 10/16/25 RL

Enclosure: Angela Otto's letter dated 10/22/2023

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October 22, 2023

To: Mr. Jason Chromy – Building Inspector  
Keith Henderson, Ryan Stanelle, John Schatzman, John Charlier, Steve Kohlmann – Town Supervisors

Re: Correspondence Reference PM023-002 dated October 12, 2023

I am writing in response to the referenced correspondence received Monday, October 15, 2023 regarding a “temporary” fence located on the property line of my home and suggesting the fence is not constructed following Town of Brookfield Ordinances.

First, some history:

- 1) This fence was constructed in August 2016 so has been in place for 7 years.
- 2) **The purpose of the fence was to prevent the neighbor's dogs from constantly entering my property.** This situation was frustrating because I repeatedly requested that the neighbors manage their dogs consistent with the Town of Brookfield ordinances. After being repeatedly ignored, I took the step to have the police come and identify to the neighbors that they were not in compliance with the ordinances and therefore subject to a fine. I opted not to pursue the fines that could have been incurred as result of the neighbor's response to the situation as it would have jeopardized the employment of one of the neighbors.
- 3) Since my requests for dog control went unheeded, I then opted to construct the fence to eliminate the dog incursions and frustrating conversations with the neighbors.
- 4) The fence was never intended nor declared to be “temporary”. There is no definition of “temporary” fence in the ordinance, so I do not know where this term comes from.
- 5) The placement of the fence was done after I contracted a licensed surveyor to locate the property corners and other relevant survey/property points.

As to the compliance of the fence to Town of Brookfield ordinances:

- 1) As referenced above, the placement of the fence was done after a licensed survey was done. This exceeds current Town of Brookfield ordinances.
- 2) The construction of the fence is in accordance with Chapter 17 of the Zoning Code Section 17.01 Item 9.b which defines an **Ornamental Fence** as, “A fence intended to decorate, accent, or frame a feature of the landscape. Ornamental fences are often **used to identify** a lot corner or **lot line** or frame a driveway, walkway, **or planting bed**. **Ornamental fences are those with more than 80% of their surface area open for free passage of light and air.** Ornamental fences are often of the rail or wrought iron type.”
  - a. The **actual fence material** of my fence has 6.75” of solid material for each square foot of fence. That calculates to  $(144 \text{ sq in} - 6.75 \text{ sq in}) / 144 \text{ sq in} = \mathbf{95.3\% \text{ open area}}$ .
  - b. This also exceeds the Town of Brookfield ordinances.
  - c. The construction of the fence replicates other fences in the neighborhood, in particular the fence behind my yard and behind the complaining neighbor's yard, which has been in place years before I moved into my house in 2011. The ordinance does not *require* “rail or wrought iron type” but provides *an example* of materials to use.
- 3) The location/height of the fence is in accordance with Town of Brookfield Code 17.02 (14)(g) Item 11.b which states, “**Ornamental fences**, as defined in 17.01(9)(b) of this chapter, **are permitted in the street yard** in any district, but shall not be erected in a street right-of-way and **shall not exceed a fence height of three feet.**”
  - a. **My actual fence height is three feet**, therefore complying with the Town of Brookfield ordinances.
  - b. The fence location was constructed such that the fence is parallel to the surveyed property line at least six inches south (onto my property) of the surveyed line. Therefore, the entire length of the fence is located on my property.
  - c. It should be noted here that the fence is not perfectly straight. This was a result of finding, because of the licensed survey I had done, the neighbor's landscaping was then and is currently encroached onto my property. Rather than force the neighbor to relocate their landscaping, I opted to go around the landscaping on my property since the intent of the fence was to prevent dog incursions. If straightness is or becomes an issue, I can make the fence consistently straight as long as the neighbor understands that their landscaping will be impacted. From my standpoint, this relocation is unnecessary, but I will defer to the neighbor's preference of leaving the fence as-is or relocating their landscaping.

- d. Another factor related to the straightness of the fence is that the neighbors consistently run into the fence with their lawn tractor as they mow their grass. I have been told by Town of Brookfield Inspector that this behavior constitutes damage to property, and I could have them cited by the authorities for this violation. I have opted not to pursue this as my goal is to prevent dog incursions and as long as the fence accomplishes this, I am content.

Just a couple additional comments. I was surprised to discover that this complaint came at a Town of Brookfield Town Board meeting. There was no notification provided to me of this complaint and I was surprised that a decision was made without any input from me. It may have saved time for all involved if I had been able to present my information to the Town Board and Inspector as to the compliance of my fence to Town ordinances. Finally, my fence would not be an issue had the neighbors been in full compliance to Town of Brookfield ordinances with regards to management of pets. To have the neighbors initiate an uninformed complaint about my fence without them acknowledging their lack of compliance with Town ordinances is not forthright of them and doesn't tell the whole story.

Regards,

*Angie Otto*

Angie Otto  
21545 Greendale Drive  
Town of Brookfield  
262-271-1797

Attachments:  
Town of Brookfield Correspondence  
Town of Brookfield Ordinances Relevant to Fences

Available on request: Property Survey from August 2016