



**SPECIAL VILLAGE BOARD
MEETING**
Mukwonago Municipal Building / Board Room
440 River Crest Court, Mukwonago, WI 53149
May 6, 2026 at 6:00 PM

AGENDA

Meeting to start at 6:00 p.m. or immediately after the Committee of the Whole adjournment

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Comments from the Public**

The Public Comment Session shall last no longer than fifteen (15) minutes and individual presentations are limited to three (3) minutes per speaker. These time limits may be extended at the discretion of the Chief Presiding Officer. The Village Board may have limited discussion on the information received, however, no action will be taken on issues raised during the Public Comment Session unless they are otherwise on the Agenda for that meeting. Public comments should be addressed to the Village Board as a body. Presentations shall not deal in personalities personal attacks on members of the Village Board, the applicant for any project or Village employees. Comments, questions and concerns should be presented in a respectful professional manner. Any questions to an individual member of the Commission or Staff will be deemed out of order by the Presiding Officer.

5. **Public Hearing**

All persons interested in making comments about any of the public hearing items will be heard. Formal petitions and written comments regarding any of the public hearing items may be submitted tonight. During the public hearing(s), if you wish to be heard, the Village Board asks that you begin by stating your name and address, speak for no more than three minutes and attempt to avoid duplication. Each person speaking at the public hearing must sign the Public Hearing Appearance sign-in sheet before speaking. The sign-in sheet is available on the table located in the back of the room.

- 5.1 Public Hearing regarding **Resolution 2026-16** a resolution to vacate and discontinue a portion of the right-of-way on Marsh View Drive near Black Bear Drive

6. **Other Items for Approval**

- 6.1 Discussion/Action regarding **Resolution 2026-16** a resolution to vacate and discontinue a portion of the right-of-way on Marsh View Drive near Black Bear Drive

- 6.2 Discussion/Action to accept the easement from The Glen of Mukwonago

Condo Association to facilitate the extension of Marsh View Drive

6.3 Discussion/Action regarding **Resolution 2026-32** a resolution confirming the Village President's appointments to the Standing Committees for the Village of Mukwonago

6.4 Discussion/Recommendation regarding next steps for Village Board Trustee Vacancy

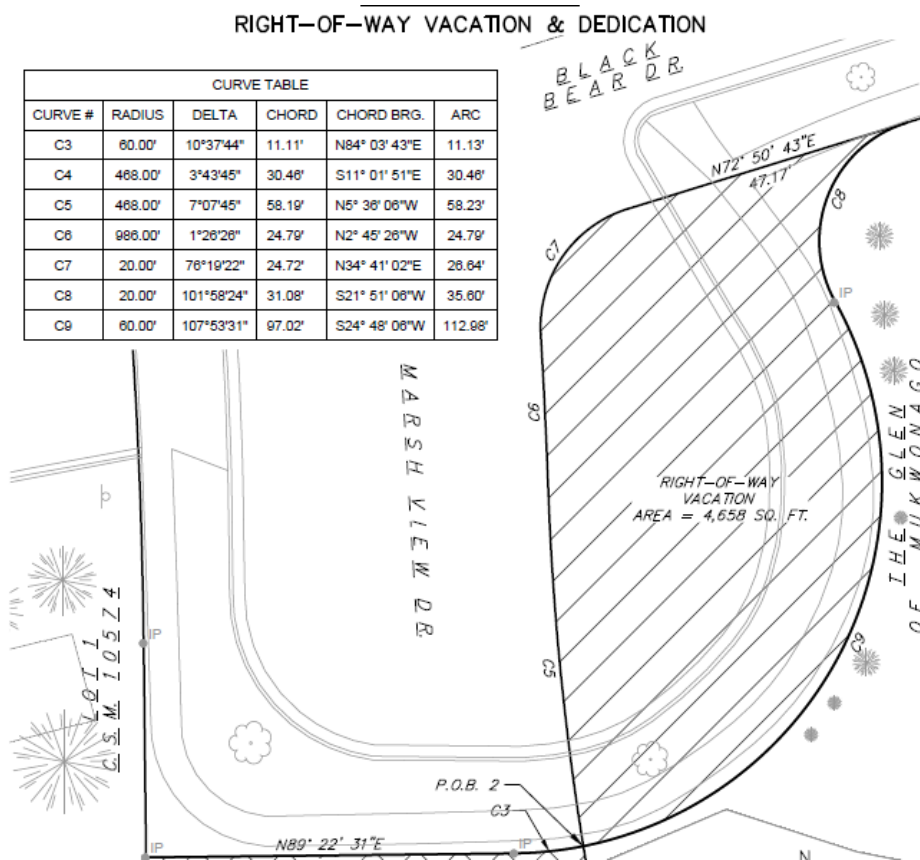
7. Adjournment

It is possible that a quorum of, members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Please note, upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities through appropriate aids and services. For additional information or to request this service, contact the Municipal Clerk's Office, (262) 363-6420.

**VILLAGE OF MUKWONAGO
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that the Village Board of the Village of Mukwonago, Wisconsin, will hold a public hearing on May 6, 2026, at 6:00 p.m., or immediately following the meeting of the Committee of the Whole of the Village Board, at which time the following matter will be discussed:

Proposed discontinuance of a portion of the existing right of way that is part of the cul-de-sac at the current end of Marsh View Drive, as shown below:



The affected right of way is adjacent to lands owned by the Glen of Mukwonago Condominium Association. All persons interested are invited to attend said hearing and be heard. If you cannot attend in person you may submit written comments to the Village Clerk at 440 River Crest Court, Mukwonago WI 53149.

Dated this 21st April, 2026.

Village of Mukwonago
Lana Kropf, Village Clerk

Published on April 23, 24, & 25, 2026

VILLAGE OF MUKWONAGO
WAUKESHA AND WALWORTH COUNTIES

RESOLUTION 2026-16

A RESOLUTION TO VACATE AND DISCONTINUE A PORTION OF THE RIGHT OF
WAY ON MARSH VIEW DRIVE NEAR BLACK BEAR DRIVE

The Village Board of the Village of Mukwonago, Waukesha and Walworth Counties, does resolve as follows:

WHEREAS, pursuant to Wis. Stat. § 66.1003, the Village Board has the statutory inherent authority to vacate and discontinue rights of ways within the village; and

WHEREAS, as part of expanding Marsh View Drive to accommodate desirable new development to facilitate growth of the Village, the village intends to change the existing cul-de-sac where Marsh View Drive and Black Bear Drive currently intersect, as Marsh View Drive will expand south and connect to a currently private drive; and

WHEREAS, the aforementioned expansion means that a portion of the existing cul-de-sac will no longer be needed a part of the public right of way; and

WHEREAS, the Village Board finds it is in the public interest to vacate a portion of existing Marsh View Drive as depicted in Exhibit A; and

WHEREAS, this Resolution was first introduced in this form before the Village of Mukwonago Board on February 18, 2026; and

WHEREAS, notice of public hearing stating when and where this Resolution would be considered and acted upon, and stating what public way is proposed to be discontinued was published as a Class 3 notice under Chapter 985, Wisconsin Statutes, and in addition was served on the owners of all the frontage of the lots and lands abutting upon the public way sought to be discontinued, in a manner provided for the service of summons in circuit court at least 30 days before the hearing; and

WHEREAS, no written objection to the proposed discontinuance has been filed with the Village Clerk by any of the owners abutting on the public way sought to be discontinued, or by the owners of more than one-third of the frontage of the lots and lands abutting on the remainder of the public way which lies within 2,650 feet from the ends of the public way proposed to be discontinued or which lies within the portion of the 2,650 feet that is within the Village limits; or if such objection has been filed, two-thirds of the members of the Village Board voting on the proposed discontinuance have voted in favor of the discontinuance; and

WHEREAS, no landlocked parcels will be created by the proposed discontinuance; and

WHEREAS, The Village Board has conducted a required public hearing on the proposed vacation of the right of way as described herein on May 6, 2026, pursuant to such notice; and

WHEREAS, following due consideration of all information received from the Village Engineer, the recommendation of Village staff, and other interested parties, and all information received at the required public hearing on this matter and being so duly advised, the Village Board, by this Resolution, does hereby declare it in the public's interest to vacate and discontinue the right of way as depicted on the attached exhibit, and that such vacation will not land lock any property.

NOW THEREFOR BE IT RESOLVED, by the Mukwonago Village Board, that Marsh View Drive as depicted on the attached Exhibit A is hereby discontinued pursuant to Wis. Stat. § 66.1003, subject to the approval and delivery to the Village Clerk for recording, and recording with the Waukesha County Register of Deeds, Wisconsin, of a map which combines the vacated right of way with the abutting land in a manner approved by the abutting land owners and the Village Board.

FURTHER BE IT RESOLVED, that upon receipt by the Village of the original map bearing the approval of all necessary governmental bodies and parties in interest, the Village Clerk shall record a certified copy of this Resolution together with said map with the Waukesha County Register of Deeds.

PASSED AND ADOPTED by the Village Board of the Village of Mukwonago, Waukesha and Walworth Counties, Wisconsin, this 6th day of May, 2026.

Fred Winchowky, Village President

Attest:

Lana Kropf, Village Clerk-Treasurer

EASEMENT AGREEMENT

Document Number

THIS EASEMENT AGREEMENT is entered into as of the ____ day of May 2026, by and between **THE GLEN OF MUKWONAGO CONDOMINIUM, INC.**, a non-stock corporation located in Waukesha County, State of Wisconsin (hereinafter "Owner" or "Grantor"), and the **VILLAGE OF MUKWONAGO**, a municipal corporation located in Waukesha County, State of Wisconsin (the "Grantee" or the "Village").

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain real property located in the Village of Mukwonago, Waukesha County, Wisconsin, that is part of the common area of the Glen of Mukwonago Condominium, Inc., a portion of which is intended as the subject of this easement, and that portion is more particularly described on Exhibit A attached hereto and incorporated herein (the "Grantor Property"); and

WHEREAS, the Grantee plans to connect what is currently a private road parallel to N. Rochester Street HWY 83, turn that in to a public road, and connect it with Marsh View Drive; and

WHEREAS, the Grantor desires to convey and the Grantee desires to accept a permanent easement (the "Easement") over that part of the Grantor Property as described in Exhibit A, which will allow the extension of Marsh View Drive;

WHEREAS, for the reasons enumerated herein, the Grantor desires to convey and the Grantee desires to accept a permanent easement (the "Easement") over that part of the Grantor Property as described in Exhibit A and labeled as "Right-of-Way Easement Area = 2,127 SQ. FT.", (the "Easement Area").

NOW THEREFORE, in consideration of \$1, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Grantee agree as follows:

A. **Permanent Easement.** The Grantor gives, grants and conveys to the Grantee an exclusive easement in, under, upon and across the Easement Area for the following purposes and uses:

1. To extend Marsh View Drive as described herein, and to maintain said road extension thereafter, including reasonable and necessary maintenance, repair, and replacement and snow removal;

Recording Area

Name and Return Address:

**Village Clerk
Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149**

See attached Exhibit A

Legal Description and diagram of the portion of the Property Located in Mukwonago, Wisconsin, that is intended as the subject of this Easement Agreement

2. To provide ingress and egress for the Grantee and its agents, employees, and contractors, as necessary in performing the activities set forth in Paragraph A.1 above.
3. Following construction of the extension of Marsh View Drive, the Grantee shall be responsible for restoring any surrounding surface areas owned by Grantor affected thereby and returning it to its condition immediately before the disturbance.

B. Construction and Maintenance of the Easement Area. It shall be the sole responsibility of the Village of Mukwonago to construct and maintain all of the easement area, including but not limited to all work and maintenance (including snow removal) associated with the extension of Marsh View Drive.

C. Indemnification; Hold Harmless. The Grantee agrees to indemnify and hold Grantor, and its officers, directors, employees, successors and assigns, and its mortgagees, harmless and defend them against, costs, claims, demands and causes of action, including and not limited to attorneys fees and cost arising out of or resulting from Grantee's use, occupancy, construction, repair or maintenance of the Easement Area, save and except for those costs, claims, demands and causes of action that are attributable to the fault of Grantor. Nothing contained within this Agreement is intended to grant any rights to third parties or be a waiver by the Grantee of any limitations to liability or immunities as contained within the law including those within Wis. Stats. § 893.80.

D. Term. The term of this Easement Agreement and the easements, rights and obligations granted and conveyed hereunder shall be perpetual.

E. Extensions and Renewals. By virtue of § 893.33 of the Wisconsin Statutes currently in effect, easements for the use of real estate set forth in a recorded instrument may be unenforceable after the expiration of various time periods, unless an instrument as prescribed in the statute is filed for record. It is hereby agreed that the easements and conditions set forth in this Easement Agreement are to be extended beyond the applicable time period set forth in the statute. Any party hereto or any successor or assign of such party may, from time to time, file of record the proper instrument for the purpose of extending the Easement and conditions stated herein beyond the statutory period so that such Easement and conditions are not terminated.

F. Binding Effect. This Easement Agreement shall run with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors, and assigns. This Easement Agreement shall not operate to convey to Grantee the fee title to any part of the Easement Area.

G. Governing Law. This Easement Agreement shall be governed by the laws of the State of Wisconsin.

H. No Waiver. No waiver of, acquiescence in, or consent to any default in any term, covenant or condition of this Agreement shall be construed as or constitute a waiver of, acquiescence in, or consent to any other, further, or succeeding default in the same or any other term, covenant or condition.

I. Amendment. No change or modification of this Easement Agreement shall be valid unless the same is in writing and signed by all of the parties hereto and duly recorded in the Office of the Register of Deeds of Waukesha County, Wisconsin.

J. **Severability.** All provisions of this Easement Agreement are deemed severable, and if any one or more provision is deemed unenforceable for any reason, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, this Easement Agreement has been made, executed and delivered as of the date above written.

GRANTOR:

THE GLEN OF MUKWONAGO CONDOMINIUM, INC.

By: _____
signature

By: _____
title

STATE OF WISCONSIN)
)ss.
COUNTY OF MUKWONAGO)

Personally came before me this ____ day of May, 2026, the above-named _____, to be known to be the _____ of **THE GLEN OF MUKWONAGO CONDOMINIUM, INC.**, and to be known to be the person who executed the foregoing instrument and acknowledged the same.

* _____,
Notary Public, Waukesha County, Wisconsin
My commission expires: _____

*Print Name of Notary Public

GRANTEE:

Village of Mukwonago

By: _____
Fred Winchowky, Village President

By: _____,
Lana Kropf, Village Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

Personally came before me this ___ day of May, 2026, the above-named Fred Winchowky and Lana Kropf, to be known to be the Village President and Village Clerk, of the Village of Mukwonago, Wisconsin, and to be known to be the persons who executed the foregoing instrument and acknowledged the same.

* _____,
Notary Public, Waukesha County, Wisconsin
My commission expires: _____

*Print Name of Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Attorney Nathan J. Bayer

RESOLUTION 2026-32

A resolution confirming the Village President’s appointments to the Standing Committees for Village of Mukwonago

WHEREAS the appointments are as follows:

Finance Committee

Trustee Darlene Johnson

Health and Recreation Committee

Trustee John Meiners

Judicial Committee

To Be Determined

Public Works Committee

Trustee Eric Brill

Personnel Committee

Trustee Kenneth Johnson

Protective Services Committee

Trustee Scott Reeves

BE IT RESOLVED by the Village Board for the Village of Mukwonago, that the proper official(s) confirm the Village President’s appointments to the Standing Committees for Village of Mukwonago.

Dated and approved this 20th day of May, 2026.



Fred Winchowky, Village President

Attest:

Lana Kropf, WCMC, Village Clerk-Treasurer

VILLAGE OF MUKWONAGO

Agenda Item Report for the Village Board



| | | | |
|---|--|--------------------|--|
| Topic: | | | |
| Discussion/Recommendation regarding next steps for Village Board Trustee Vacancy | | | |
| Date: | | | |
| May 6, 2026 | | | |
| Presenter: | | Department: | |
| Lana Kropf, Clerk/Treasurer | | Clerk | |
| Conformance with Strategic Plan: | | | |
| Other | | | |
| Overview / Background Information | | | |
| The Village of Mukwonago has a Village Board Trustee vacancy with the resignation of Kari Pesch. The term for this vacancy is three years, expiring in 2029. | | | |
| Key Issues | | | |
| | | | |
| Fiscal Note / Budget Impact | | | |
| None | | | |
| Action Requested / Recommendation | | | |
| <p>Wisconsin State Statute is fairly silent regarding the process in which a Village Board Trustee vacancy is filled. This is governed by Wis. Stat. Sec. 17.24, which reads as follows:</p> <p>17.24 Vacancies in village offices. "Except as provided in s. 9.10, a vacancy in any elective village office may be filled by appointment by a majority of the members of the village board for the residue of the unexpired term or until a special election is held, as ordered by the village board, or an office may remain vacant until an election is held. A vacancy in an appointive office shall be filled in the same manner as the original appointment."</p> <p>So the board has options. Trustees or the Board President may suggest an appointment, that would then need to be confirmed by a majority of the Village Board. The Board needs to decide on the duration of the appointment from these four options:</p> <ol style="list-style-type: none"> 1. That appointment can be for the remainder of the vacated position's term, or; 2. Appoint for a limited term, which would require a two-year seat to be filled at the 2027 April election or; 3. Until the board decides to hold a special election; 4. Or leave the office vacant until the next usual election for that spot is held, which wouldn't be until 2029. <p>Holding a special election would cost the Village \$7,000 to \$9,000 and it would not be wise to have vacancy for the next three years.</p> | | | |

The Clerk's Office would recommend either option #1 or #2; and to make a recommendation to the Village Board for the May 20, 2026 meeting.