

VILLAGE OF THIENSVILLE  
COMMITTEE OF THE WHOLE  
AGENDA

DATE: Monday, June 1, 2020

LOCATION: 250 Elm Street  
Thiensville, WI

Time: 6:00 PM

Join Zoom Meeting

<https://us02web.zoom.us/j/89363070632?pwd=ZTdsQ2ZBTXZQQU9HSkl4bG1yVkE0QT09>

Meeting ID: 893 6307 0632

Password: 213884

+1 312 626 6799 US

+1 929 205 6099 US

I. CALL TO ORDER

II. ROLL CALL

President: Van Mobley  
Trustees: Jennifer Abraham Samuel Azinger Kristina  
Eckert  
Rob Holyoke  
Kenneth Kucharski David Lange  
Administrator: Colleen Landisch-Hansen  
Staff: Police Chief Curt Kleppin  
Fire Chief Brian Reiels  
Director of Community Services/Public Works Andy LaFond  
Village Clerk/Deputy Treasurer Amy Langlois

III. BUSINESS

- A. Review Capital Expenditures List
- B. Review And Recommendation Of Resolution 2020-07 To Engage The Services Of The Wisconsin Policy Forum And Participate In A Joint Fire/EMS Study Via Memorandum Of Understanding

Documents:

[WI POLICY FORUM SUMMARY OF SVCS AND LETTER OF AGREEMENT.PDF](#)  
[MEMORANDUM OF UNDERSTANDING.PDF](#)  
[RESOLUTION 2020-07.PDF](#)

- C. Review And Recommendation Regarding Ordinance No. 2020-04 An Ordinance Repealing And Replacing Section 30-1 Regarding Noise And Outdoor Noise

Documents:

[ORDINANCE NO. 2020-04.PDF](#)

- D. Review And Recommendation Regarding Parking Lot Lease Between The Village Of Thiensville, Greg Mueller Upholstery And Michael Koepke, 121 South Main Street, Lease To Expire On September 21, 2020

Documents:

[121 SOUTH MAIN STREET PARKING LOT LEASE.PDF](#)  
[MUELLER LETTER.PDF](#)

- E. Discussion Regarding Village Of Thiensville Dive Team And Recommendation To Donate Dive Truck (Chief Reiels)

- F. Review And Recommendation Regarding Waiving Second Quarter Sewer Late Fees

- G. Review And Recommendation Regarding Safety Measures In Village Park (Trustee Holyoke)

- H. Review And Recommendation Regarding Village Board Meeting Format (Trustee Holyoke)

- I. Review And Recommendation Regarding Appointing The Following New Fire Department Members:

1. Aaron G. Sherman
2. Nicholas T. Headson

- J. Review And Recommendation Regarding License Approvals - Renew:

1. Class B Beer And Class B Liquor  
Falafel Guys, Ilc, Chrisy Stroli, Agent, 105 West Freistadt Road
2. Class B Beer And Class C Wine  
East Sun, Chun Siu Chang, Agent, 305 North Main Street  
Shully's Cuisine & Events, Scott Thomas Shully, Agent, 143 Green Bay Road  
Thiensville Fire Department, John Kukla, Agent, 250 Elm Street

- K. Review And Recommendation Regarding Operator's Licenses - Renew:

1. Falafel Guys  
Andrey Smeyan, Hannah Rose Stroli
2. Grace Lutheran Church  
William Carl Beyer, Steven Michael Mussatti
3. Shully Catering, Inc.  
Timothy Dorau, Melissa Beth Kerhin
4. Skippy's Burger Bar  
Samantha Rose Luedtke

#### IV. BUSINESS FROM THE FLOOR

A. Citizens to be Heard

Open to any citizen who wishes to speak on items not on the agenda. Please step to the podium and give your name and address for the record.

V. MISCELLANEOUS BUSINESS BY TRUSTEES AS MAY PROPERLY BE BROUGHT BEFORE THE BOARD.

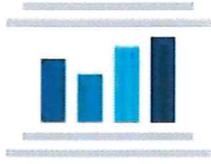
- A. Inter-Governmental Committee With Mequon
- B. Use Of 101 Green Bay Road, Old Village Hall & Fire Station
- C. Acceptance/Report Of Gifts Received:
- D. Dialog With Mequon Regarding Water Utility Service
- E. Review Meeting Date Schedule:
  - June 15, 2020 - Board of Trustees Meeting at 6:00 PM
  - July 20, 2020 - Combined COW and Board of Trustees at 6:00 PM

VI. ADJOURNMENT

Amy L. Langlois, Village Clerk  
May 29, 2020

Please advise the Thiensville Municipal Hall, 250 Elm Street (242-3720) at least 24 hours prior to the start of this meeting if you have disabilities and desire special accommodations.

Notice is hereby given that a quorum of the Village Board and/or Village Committees may be in attendance at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take any formal action thereto at this meeting.



# WISCONSIN POLICY FORUM

## Fire & EMS Service Sharing in Ozaukee County

February 2020

### Background

Consideration of shared or consolidated fire and emergency medical services (EMS) has become commonplace in recent years in Wisconsin and across the nation. In the southeast Wisconsin region, the existence of a highly successful consolidated fire department in Milwaukee County's North Shore – which has seen improved response times and reduced administrative overhead since its creation in 1995 – combined with the already substantial cooperation that exists among neighboring fire departments has prompted several communities to explore consolidation. In fact, the Wisconsin Policy Forum (WPF) has conducted five separate fire and EMS service sharing studies for municipalities in Milwaukee, Racine, and Kenosha counties over the past seven years, and we recently launched similar analyses in Jefferson County and La Crosse County.

In light of strict property tax levy limits facing Wisconsin municipalities and the substantial share of municipal budgets devoted to fire and EMS services, many communities are facing difficult decisions regarding their ability to maintain existing service levels. Those that rely on part-time firefighters also face growing problems with recruitment and retention.

Consolidation or enhanced service sharing with neighboring municipalities may offer an opportunity to address both issues. Such strategies not only hold potential for greater cost efficiency with regard to existing service levels, but may also allow the cost of fire and EMS service enhancements to be spread equitably across multiple jurisdictions, thus reducing the impact of increased expenditures for all participants. For smaller communities, sharing or consolidation also may offer an opportunity to secure full-time, professional fire and EMS service capacity at a cost that would not be affordable if pursued independently. Indeed, one of the foremost potential benefits of fire and EMS service sharing or consolidation is the opportunity for multiple municipal departments to achieve desired fire protection and EMS service levels at a lower cost than would be possible by going it alone.

### Proposal

WPF proposes a research and facilitation project that would explore how the independent fire departments in Ozaukee County might share or consolidate services and/or jointly redesign the fire and EMS service delivery model in the county as a means of enhancing both service quality and affordability. The analysis would be designed to produce a series of options and lay out the fiscal and programmatic impacts of each.

To assist us in this analysis, we would propose the creation of a work group consisting of fire chiefs and administrators from each of the municipal providers that wishes to participate. The work group

would meet regularly throughout the study period to help collect and examine data, define options, and review sections of the final report.

The analysis would include the following:

1. Data Collection – WPF would collect and synthesize fire and EMS fiscal and service data from each of the existing departments. To the extent that such data already has been compiled by the departments or their municipal governments, WPF would seek to work with such data. Data collected would include the following:

- Operating budget data from each department, including wage and benefit cost trends and projections for fire personnel; expenditures on indirect expenses (e.g. uniforms and training); and expenditures on related services, such as administration.
- Capital budget data, including expenditure trends, projected capital needs, and an inventory of major capital assets.
- Service-related data including calls for service and service activity (broken down by fire and EMS), response times, and dispatch activity.
- Personnel-related data, including numbers and types of employees and volunteers and a breakdown and comparison of current personnel procedures.

All data collected for the project would be synthesized and rolled up into a written document that would be shared with the municipalities.

2. Data analysis/development of options – WPF would analyze this data and use it as the basis for developing enhanced service sharing or consolidation options. Options would be developed with the guidance and advice of the work group. Those options ultimately fleshed out would be accompanied by analysis describing potential fiscal and operational impacts and logistics, as well as possibilities for governance and cost sharing. Specific issues to be addressed include:

- Options for short- and long-term service delivery improvements
- Current levels of cooperation and potential opportunities for enhanced operational collaboration and/or consolidation
- Appropriate strategies for providing EMS first response and Advanced Life Support services based on desired and required levels of medical service
- Mix of staffing under various shared services/consolidation scenarios (e.g. paid-on-call, part-time, full-time) and potential strategies to collaborate on recruitment and retention
- Possibilities for coordinated equipment purchase, equipment/apparatus sharing, joint training, command staff
- Role and potential expansion of automatic response and/or “closest unit response” scenarios

3. Final report – WPF would prepare a final report summarizing the collected data, laying out potential coordination/sharing/consolidation options (potentially among different sets of municipalities), and suggesting possible paths toward implementation. This final report would be provided to each of the affected municipalities, and would be released to the public and disseminated with their advice and consent.

## Our Credentials

WPF's Board of Directors has committed the organization to conducting research on critical public policy issues facing the state of Wisconsin and its local governments and school districts. In January 2018, we expanded our research capacity and mission via the merger of the Public Policy Forum and the Wisconsin Taxpayers Alliance. Since 1913, PPF had served as a citizen's watchdog organization, conducting analysis of policy and economic issues pertaining to local governments and school districts in southeast Wisconsin. WISTAX was created in 1932 with a similar mission pertaining to state government and local jurisdictions across Wisconsin. The Wisconsin Policy Forum remains committed to both organizations' legacies of nonpartisan, independent research and civic education.

Local government financial analysis and efficiency initiatives have been the "bread and butter" of both organizations. Our role in researching local government finances and service sharing opportunities has received widespread media coverage and praise by policymakers. This is testimony to the talent and experience of our staff resources.

Specific staff assigned to the Ozaukee County project would include:

- WPF President Rob Henken. Mr. Henken has led the organization since 2008. He has held several senior fiscal positions in government, including staff director for a U.S. House of Representatives subcommittee, associate staff for the House Appropriations Committee, and Director of County Board Research, Health and Human Services, and Administrative Services for Milwaukee County.
- WPF Research Director Jason Stein. Mr. Stein joined WPF in May 2018 after 13 years as a reporter for the *Milwaukee Journal Sentinel* and *Wisconsin State Journal*, where he covered state and local government budgets and finance. He has won several national journalism awards and has had two fellowships in financial reporting.
- Contract Researcher Davida Amenta. Ms. Amenta has extensive experience in county government, having held budget, capital planning, and administrative positions at three counties in California and at Milwaukee County. She was the Forum's lead researcher for its analyses of fire/EMS service sharing in southern Milwaukee County, Milwaukee County's South Shore communities, Greater Racine, and Kenosha County.
- WPF Fiscal Researcher Ashley Fisher. Ms. Fisher joined the Forum in August 2018 after working as a budget analyst for the Washington State Employment Security Department and a researcher for the state's Office of Program Research. She is the lead researcher for the Forum's Jefferson County EMS service sharing analysis.

Additional contract researchers and staff also would participate on the project depending on timing and specific areas of expertise required.

## Project Timeline and Budget

We anticipate a projected timeline of approximately four to six months, though that timeline is greatly dependent on the availability of staff from the participating municipalities and their responsiveness to our requests for data. The total cost would be \$22,000 as detailed in the table below. It should be noted that we have reduced our typical indirect charge of 7.5% to 5% to remain within the previously cited cost estimate.

<b>Total project cost</b>	<b>\$22,000</b>
<b><i>Personnel costs</i></b>	<b><i>\$20,500</i></b>
Executive Staff @\$125/hr	\$10,000
Research/Contract Staff @\$75 hr	\$10,500
<b><i>Non-personnel costs</i></b>	<b><i>\$450</i></b>
Travel	\$250
Printing, design, copying, etc.	\$200
<b><i>Indirect costs (5%)</i></b>	<b><i>\$1,050</i></b>

## LETTER OF AGREEMENT

### Parties:

This agreement is between the cities of Cedarburg, Mequon, and Port Washington, the villages of Grafton, Saukville, and Thiensville, and the Town of Cedarburg ("municipalities"), and the Wisconsin Policy Forum (WPF).

### Purpose:

The purpose of this agreement is to establish the terms and conditions for work performed by WPF on a research project that will analyze potential options for the municipalities to collaborate on fire and rescue services (see attached project proposal for additional details). WPF will work with the fire chiefs and administrative representatives from the municipalities to identify such options and provide fiscal and service-level analysis that can be used by policymakers to determine their desirability and feasibility.

### Services and Payments:

- A. WPF shall initiate the research project on or around June 15, 2020, and shall deliver a final report to the municipalities within approximately six months of that date. It should be recognized, however, that mutually agreed upon expansion of the research scope and/or delays on the part of the municipalities in responding to requests for data could expand the estimated timeline.
- B. The municipalities shall have input into the research project design and shall have ample opportunity to review the progress of the research and initial research findings. The municipalities understand and acknowledge, however, that WPF is an independent, non-partisan research organization. WPF will conduct its research and analysis in an objective fashion and will report its findings and conclusions based on its own independent analysis of the data.
- C. WPF and the municipalities shall jointly agree to a dissemination plan for the final report. The municipalities shall have sole discretion to disseminate the report among their stakeholders and/or to authorize release of the report to the general public for the first 30 days following submission. After the 30-day period has elapsed, WPF may release the report to its members and the general public at its discretion.
- D. WPF agrees to provide oral and/or written briefings regarding the progress of its work to the municipalities upon reasonable notice.
- E. The municipalities' share of the project cost is \$22,000, which shall be apportioned among the municipal participants per a formula determined by them. One half of the project cost (\$11,000) shall be paid upon execution of this agreement, and the remaining half shall be paid upon delivery of a draft final report.
- F. Should there be any concerns about the quality or completion of this contract by either of the parties, a mediated discussion can be called for upon written notice by any party. The mediation session is to take place within 5 business days of receipt of letter. If necessary, termination of this contract shall be mutually agreed through mediation. The municipalities shall be responsible for securing any mediation services, costs of which shall be divided equally between the parties.

---

Mikko Hilvo  
Administrator, City of Cedarburg

Date:

---

Will Jones  
Administrator, City of Mequon

Date:

---

Anthony Brown  
Administrator, City of Port Washington

Date:

---

Jesse Thyges  
Administrator, Village of Grafton

Date:

---

Dawn Wagner  
Administrator, Village of Saukville

Date:

---

Colleen Landisch-Hansen  
Administrator, Village of Thiensville

Date:

---

Eric Ryer  
Administrator, Town of Cedarburg

Date:

---

Rob Henken  
President, Wisconsin Policy Forum

Date:

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) made as of this \_\_\_\_ day of June, 2020, by and between the following communities of Ozaukee County, Wisconsin: City of Cedarburg, Town of Cedarburg, Village of Grafton, City of Mequon, City of Port Washington, Village of Saukville, and Village of Thiensville.

WHEREAS, the communities provide emergency medical, fire, and rescue services (collectively herein “Fire & EMS Services”) to their respective communities; and

WHEREAS, the communities provide these services individually, through mutual aid, and shared services agreements; and

WHEREAS, the communities seek to continue to provide effective and efficient Fire & EMS Services to their respective communities; and

WHEREAS, the communities have determined that current and future budget considerations and constraints may become a challenge to providing effective and efficient Fire & EMS Services; and

WHEREAS, the communities agree to engage the services of the Wisconsin Policy Forum to study ways that Fire & EMS Services may be provided with synergy, reduced duplication, and increased flexibility; and

WHEREAS, the goal of the Wisconsin Policy Forum is to study the communities to determine if benefits to the communities could exist such that Fire & EMS Services be provided through a yet-to-be-determined group of options that would sustain or improve upon the existing levels of service while controlling costs; and

WHEREAS, Fire Chiefs and Administrators from each participating community will meet regularly with Wisconsin Policy Forum staff during the study in order to have the opportunity to provide advice and feedback on possible new service delivery options; and

WHEREAS, communities agree to openly produce accurate records and data to the Wisconsin Policy Forum during the study; and

WHEREAS, communities may decide at any point during the study if they wish to remove themselves from the study; and

WHEREAS, the results and recommendations of the study are not binding upon the communities, but serve as a starting point for formal discussions should any of the participating communities decide to pursue further discussions; and

WHEREAS, Wis. Stat. § 66.0301 authorizes municipal governments to enter into intergovernmental agreements to share services and/or otherwise provide for the joint exercise of municipal powers;

NOW, THEREFORE, in consideration of the promises and obligations set forth herein, it is mutually agreed between the City of Cedarburg, Town of Cedarburg, Village of Grafton, City of Mequon, City of Port Washington, Village of Saukville, and Village of Thiensville as follows:

1. City of Cedarburg, Town of Cedarburg, Village of Grafton, City of Mequon, City of Port Washington, Village of Saukville, and Village of Thiensville shall engage Wisconsin Policy Forum to conduct research at a cost not-to-exceed \$22,000 and to provide guidance and potential options and/or recommendations with respect to sharing Fire & EMS Services on behalf of all of the aforementioned communities.

2. The cost of the Wisconsin Policy Forum work shall be split equally by the communities. Should Wisconsin Policy Forum require only one party to be invoiced directly, the invoiced party shall submit a request for reimbursement to the other communities who shall provide reimbursement for its share of the invoiced cost to the invoiced community within 30 days.

TOWN OF CEDARBURG

\_\_\_\_\_  
David Salvaggio, Chair

ATTEST:

\_\_\_\_\_  
Clerk

VILLAGE OF GRAFTON

\_\_\_\_\_  
James Brunnquell, President

ATTEST:

\_\_\_\_\_  
Clerk

VILLAGE OF SAUKVILLE

\_\_\_\_\_  
Barb Dickmann, President

ATTEST:

\_\_\_\_\_  
Clerk

CITY OF CEDARBURG

\_\_\_\_\_  
Mike O'Keefe, Mayor

ATTEST:

\_\_\_\_\_  
Clerk

CITY OF MEQUON

\_\_\_\_\_  
John Wirth, Mayor

ATTEST:

\_\_\_\_\_  
Clerk

CITY OF PORT WASHINGTON

\_\_\_\_\_  
Martin Becker, Mayor

ATTEST:

\_\_\_\_\_  
Clerk

VILLAGE OF THIENSVILLE

---

Van A. Mobley, President

ATTEST:

---

Clerk

**Ozaukee County Fire/EMS Study  
Wisconsin Policy Forum  
May 2020**

**Wisconsin Policy Forum Proposal: \$22,000**

<u>Participating Municipalities</u>	<u>Responding Agency</u>
City of Cedarburg	Cedarburg
City of Mequon	Mequon
City of Port Washington	Port Washington
Village of Grafton	Grafton
Village of Saukville	Saukville
Village of Thiensville	Thiensville
Town of Cedarburg	Cedarburg
Town of Grafton	Grafton
Town of Port Washington	Port Washington
Town of Saukville	Saukville

**Allocation of Contributions:**

City of Cedarburg
City of Mequon
City of Port Washington (includes Town of Port Washington)
Village of Grafton (includes Town to Grafton)
Village of Saukville (includes Town of Saukville)
Village of Thiensville
Town of Cedarburg

<b>Equal Split</b>
3,142.86
3,142.86
3,142.86
3,142.86
3,142.86
3,142.86
3,142.86
<b>22,000.02</b>

**Note:**

Fredonia is discussing the possibility in participating in the study at their June 4th meeting.  
Still waiting on responses back from Belgium and Waubeka.

VILLAGE OF THIENSVILLE

RESOLUTION 2020-07

A RESOLUTION TO ENGAGE THE SERVICES OF THE WISCONSIN POLICY FORUM AND PARTICIPATE IN A JOINT FIRE/EMS STUDY VIA MEMORANDUM OF UNDERSTANDING

**WHEREAS**, the City of Cedarburg, Town of Cedarburg, Village of Grafton, City of Mequon, City of Port Washington, Village of Saukville and Village of Thiensville provide emergency medical, fire and rescue services (collectively herein “Fire & EMS Services”) to their respective residents; and

**WHEREAS**, the communities provide these services individually, through mutual aid and shared services agreements, and the communities seek to continue to provide effective and efficient Fire & EMS Services to their respective communities; and

**WHEREAS**, the communities have determined that current and future budget considerations and constraints may become a challenge to providing effective and efficient Fire & EMS Services; and the communities agree to engage the services of the Wisconsin Policy Forum to study ways that Fire & EMS Services may be provided with synergy, reduced duplication and increased flexibility; and

**WHEREAS**, Wis. Stat. § 66.0301 authorizes municipal governments to enter into intergovernmental agreements to share services and/or otherwise provide for the joint exercise of municipal powers.

**NOW, THEREFORE**, in consideration of the promises and obligations set forth in the attached Memorandum of Understanding as detailed, it is mutually agreed between the City of Cedarburg, Town of Cedarburg, Village of Grafton, City of Mequon, City of Port Washington, Village of Saukville, and Village of Thiensville that these communities shall engage Wisconsin Policy Forum to conduct research at a cost not-to-exceed \$22,000 and to provide guidance and potential options and/or recommendations with respect to sharing Fire & EMS Services on behalf of all of the aforementioned communities. The cost of the Wisconsin Policy Forum work shall be split equally by the communities and billed per the attached Memorandum of Understanding.

**PASSED AND ADOPTED** by the Village Board of the Village of Thiensville, County of Ozaukee, State of Wisconsin on this 15<sup>th</sup> day of June, 2020.

---

Van A. Mobley, Village President

---

Amy L. Langlois, Village Clerk

**VILLAGE OF THIENSVILLE  
OZAUKEE COUNTY, WISCONSIN  
ORDINANCE NO. 2020-04  
AN ORDINANCE REPEALING AND REPLACING  
SECTION 30-1 REGARDING NOISE AND OUTDOOR NOISE**

**WHEREAS**, the Village of Thiensville Board of Trustees (“Village Board”) desires to amend the ordinance relating to loud and unnecessary noise; and

**WHEREAS**, the Village Board, upon recommendation from the Village Plan Commission and/or the Committee of the Whole, desire to further regulate sound equipment and noise as it relates to outdoor dining patios, beer gardens and music venues within commercial/business zoning districts; and

**WHEREAS**, the Village Board finds that general regulations for loud and unnecessary noise and further regulations for outdoor noise in those areas zoned for business and commercial uses within the Village are in the best interest of the health, general welfare, and safety of Village residents.

**NOW, THEREFORE**, the Village Board of the Village of Thiensville does ordain as follows:

SECTION 1. Section 30-1 of the Village of Thiensville Code is hereby repealed and replaced with the following:

**SECTION 30-1. Noise and Outdoor Noise**

**(A) Loud and Unnecessary Noise.**

No person shall make or cause to be made any loud, disturbing or unnecessary sounds or noises which may annoy or disturb a person of ordinary sensibilities in or about any public street, alley or park or any private residence. No commercial deliveries or pickups that cause loud and unnecessary noise are to be performed outside of the hours of 6:00 a.m. to 7:00 p.m.

The above restriction shall not apply to normal and ordinary snow removal activities during and within twenty-four (24) hours of a snowfall or ice accumulation event. In addition, this restriction shall not apply to any municipal snow removal activities.

**(B) Outdoor Music Venues, Beer Gardens and Dining Patios**

**(1) Definitions.**

- a.** **OUTDOOR MUSIC VENUE** means a property in a zoning district that’s primary uses are commercial/business where sound equipment is used for specifically promoted public, quasi-public or large private events, pursuant to Village approval either by permit, or permitted by right in the applicable zoning district, to amplify sound during specified events where the event is not fully enclosed by permanent, solid walls and a roof.

- b.** SOUND EQUIPMENT means loudspeakers, public address systems, sound amplification systems, or other sound producing devices which shall include unamplified musical instruments.
- c.** DINING PATIOS and/or BEER GARDENS mean Village approved outdoor-seating areas in a zoning district that's primary purpose is commercial/business, intended for the use of patrons of a restaurant, coffee shop or bar serving or providing self-service of food, drinks or alcohol.

**(2) General Restrictions for Outdoor Music Venues, Dining Patios and Beer Gardens**

- a.** A property owner or the operator of business at a property where Outdoor Music Venues, Dining Patios and Beer Gardens are authorized by the Village may not:
  - (1)** Use or permit the use of sound equipment at a business in excess of the decibel limits pursuant to Section 30-1(B)(2)(d) below.
  - (2)** Use or permit the use of sound equipment at a dining patio, beer garden or outdoor music venue during the following time periods:
    - (a)** Anytime beginning Nov 1<sup>st</sup> of each year through April 30<sup>th</sup> of each year.
    - (b)** Between 10:00 PM to 10:00 AM May 1<sup>st</sup> of each year to the Thursday preceding Memorial Day and the Monday after Labor Day until October 31<sup>st</sup>.
    - (c)** From the Friday preceding Memorial Day to Labor Day, 10:00 PM to 10:00 AM Monday to Thursday and 11:00 PM to 10:00 AM Fridays and Saturdays.
- b.** Outdoor Music Venues must submit to Village Staff an application five (5) days prior to the Village's April Committee of the Whole meeting, on a form provided by Village administrative staff, which shall provide the dates of any events using sound equipment, a site plan detailing the location of sound equipment for such events, the operational hours of such events, and a depiction of the direction of any sound equipment's projection. Village administrative staff may approve or deny such application based on the adherence to the general restrictions of 30-1(B)(2) ("General Restrictions for Outdoor Music Venues, Dining Patios and Beer Gardens") and its disruption to proximate property owners and uses. If such application is denied, the Village shall provide in writing to the applicant the basis of such denial within ten (10) days of application submittal. The applicant may appeal such a decision to the Village Board by providing written notice of its appeal to the Village administrative staff within ten (10) days of receiving written notice of denial. The Village board may then review the application, and upon review may approve, conditionally approve or deny. Special event permits which will

anticipate violating any of the provisions of this Section 30-1 may also be applied for in the same manner as provided for in this section, however, in no instance shall an application be approved for more than two (2) single-day events within a 12 month period for any premises, regardless of ownership, and may only be issued for events taking place on Fridays, Saturdays or federally recognized holidays.

- c. Dining Patios and Beer Gardens shall be clear of all patrons from 12 am midnight to 7:00 am.
- d. Sound equipment may not be operated under this chapter in a manner that produces sound exceeding 85 decibels at any time nor shall any such sound be audible between 12:00 a.m. midnight and 10:00 a.m. on any day. Such measurements for decibels or audibility shall be measured at the property line.

(3) Violations. Unless specifically approved by the Village through the process outlined in this chapter, any such violations shall be subject penalties pursuant Section 1-15 of the Village of Thiensville Municipal Code.

SECTION 2. Severability. If any provision of this ordinance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions of this ordinance.

SECTION 3. Effective date. This ordinance shall be effective upon publication or posting under applicable law.

PASSED AND ADOPTED this 15<sup>th</sup> day of June, 2020.

---

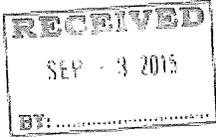
Van A. Mobley, Village President

ATTESTED TO:

---

Amy L. Langlois, Village Clerk

## ADDENDUM A: INITIAL LEASE



### Mueller Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective this 17<sup>th</sup> day of August, 2015, by and between the Village of Thiensville, a Wisconsin Municipal Corporation ("Landlord") and Greg Mueller Upholstery, a sole proprietorship, located at 121 S. Main Street, Village of Thiensville, Ozaukee County, Wisconsin ("Tenant").

Landlord makes available for lease a portion of the parking lot as shown in Certified Survey map #3583, (the "Leased Premises")

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

#### 1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning 9-21-2015 and ending 9-20-2016.

B. This lease shall continue in effect from year to year thereafter unless written notice of termination is given by either party to the other at least sixty (60) days prior to the expiration of this lease or the end of any year of continuation.

#### 2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of \$400.00 per year. Each installment payment shall be due in advance on the first day of each calendar year during the lease term to Landlord at 250 Elm Street, Thiensville, Wisconsin 53092 or at such other place designated by written notice from Landlord or Tenant. A grace period of 10 days is allowed for late payments, after which any overdue payments bear interest of an annual rate of ten percent (10%). The rental payment amount for any partial calendar years included in the lease term shall be prorated on a monthly basis.

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be \$400.00 per year, plus a increase calculated by multiplying the rental amount with the consumer price index rate as of the date of the renewal.

#### 3. Use

Tenant may use the premises as a parking lot.

#### 4. Sublease and Assignment.

Tenant shall have the right, without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

**5 Property Taxes.**

Tenant shall pay, prior to delinquency, all installments of special assessments coming due during the Lease term on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

**6 Insurance.**

A. If the Leased Premises is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant shall maintain a policy or policies of comprehensive general liability insurance with respect to the tenants activities on the leased premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration.

**7. Entry.**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

**8. Default.**

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

**9. Condemnation.**

If any legally constituted authority condemns the land or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the

condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

10. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Village Administrator, Village of Thiensville  
250 Elm Street  
Thiensville, WI 53092

If to Tenant to:

Greg Mueller Upholstery  
121 S. Main Street  
Thiensville, WI 53092

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

11. Brokers.

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

12. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

13. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

14. Successors.

---

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

15. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

16. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

17. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

18. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:

By: Van A. Mobley  
Van Mobley, Village President

ATTEST:

By: Dianne J. Robertson  
Dianne Robertson, Village Clerk/Administrator

TENANT:

Greg Mueller  
Greg Mueller



**LEASE MODIFICATION AGREEMENT FOR MUELLER LEASE**

**THIS LEASE MODIFICATION AGREEMENT** is made and entered into this 15<sup>th</sup> day of January, 2018, by and between **Village of Thiensville**, a Wisconsin municipal corporation, hereinafter referred to as "Landlord," **Greg Mueller Upholstery**, a sole proprietorship, hereinafter collectively referred to as "Tenant", and **Michael Koepke**, hereinafter referred to as "Sublessee" to modify a lease executed on August 17<sup>th</sup>, 2015 ("Initial Lease") by Landlord and Tenant. Landlord, Tenant and Sublessee may be collectively referred to as the "Parties."

**RECITALS**

**WHEREAS**, Landlord and Tenant entered into the Initial Lease Agreement dated August 17, 2015 wherein Landlord leased to Tenant parking space located near 121 S. Main St., Village of Thiensville. The Initial Lease is attached and incorporated by reference as Addendum A;

**WHEREAS**, Tenant desires to sublease 50% of the space to Sublessee and seeks Landlord consent pursuant to Article 4 of the Initial Lease;

**WHEREAS**, Landlord desires to consent to the sublease provided that Tenant and Sublessee are jointly and severally liable for the rental payments and Sublessee agrees and accepts all of the terms of the Initial Lease.

**NOW, THEREFORE**, for and in consideration of the duties, covenants and obligations of each to the other hereunder, the Premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to modify the Initial Lease, as follows:

1. Tenant and Sublessee shall be jointly and severally liable for the payment terms under Article 2 of the Initial Lease.
2. Sublessee agrees to become a party to the Initial Lease and bound by all of the provisions of the Initial Lease as if Sublessee is an additional tenant.
3. Subject to the Modifications contained herein, the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Lease Modification Agreement to be executed as of the date first written above.

**Landlord:**

Village of Thiensville  
Van Mobley  
Van Mobley, Village President

**Attest:**

Amy J. Langlois  
Amy Langlois, Village Clerk

**Tenant:**

Greg Mueller Upholstery  
Greg Mueller  
Greg Mueller, Sole Proprietor

**Sublessee:**

Michael Koepke  
Michael Koepke

**XII. COMMITTEE REPORTS**

- A. Review and approval of Resolution 2015-09 Approving Issuance of Community Development Authority of the Village of Thiensville, Wisconsin Multifamily Housing Refunding Revenue Bonds, Series 2015 (Willowbrook Place Project)

Attorney Feind reported that this is a refinancing of the Willowbrook Place Project with Wells Fargo Bank and is guaranteed by the principles. It is Attorney Feind's opinion that there was proper notice and recommends that the Village Board adopt this Resolution. Administrator Robertson reported that this Resolution has been approved by the Community Development Authority.

**MOTION** by Trustee Holyoke, **SECONDED** by Trustee Heinritz to accept Resolution 2015-09 Approving Issuance of Community Development Authority of the Village of Thiensville, Wisconsin Multifamily Housing Refunding Revenue Bonds, Series 2015 (Willowbrook Place Project). **MOTION CARRIED UNANIMOUSLY.**

- B. Review and approval of Parking Lot Lease Agreement Extension from 9/20/2015 to 9/20/2020 for Greg Mueller Upholstery

Attorney Feind reported that the proposed Lease Agreement is similar to the previous Agreement and that the only change refers to renewal. The new Lease is year-to-year unless either party notifies the other with 60-days notice.

**MOTION** by Trustee Lange, **SECONDED** by Trustee Heinritz to approve the Parking Lot Lease Agreement Extension from 9/20/2015 to 9/20/2020 for Greg Mueller Upholstery. **MOTION CARRIED UNANIMOUSLY.**

- C. Review and approval of a contract with Globe Contractors, Inc. for Main Street and Green Bay Road Water Main Project for the amount of \$1,007,335

**MOTION** by Trustee Holyoke, **SECONDED** by Trustee Heinritz to approve the contract with Globe Contractors, Inc. for Main Street and Green Bay Road Water Main Project for the amount of \$1,007,335. **MOTION CARRIED UNANIMOUSLY.**

- D. Review and approval of Certificate of Recognition to Cole Walter Murphy, Boy Scout Troop #865, Eagle Scout

**MOTION** by Trustee Beck, **SECONDED** by Trustee Heinritz to approve the Certificate of Recognition to Cole Walter Murphy, Boy Scout Troop #865, Eagle Scout. **MOTION CARRIED UNANIMOUSLY.**

---

NEXT RESOLUTION NUMBER:	2015-10
NEXT ORDINANCE NUMBER:	2015-02

---

**XIII. REPORTS AND COMMUNICATIONS**

**XIV. UNFINISHED BUSINESS**

**XV. ANY OTHER MISCELLANEOUS BUSINESS BY THE TRUSTEES AS MAY BE BROUGHT BEFORE THE BOARD, OR CARRIED OVER FROM THE JULY 13, 2015 VILLAGE BOARD MEETING**

- A. Inter-Governmental Committee with Mequon
- B. Use of 101 Green Bay Road, Old Village Hall & Fire Station
- C. Acceptance/Report of Gifts Received:
  - 1. Jane L. Orman, \$100, Fire Department
- D. Dialog with Mequon regarding water utility service
- E. Review next month's meeting date schedule

RECEIVED

MAY 27 2020

May 27, 2020

GREG MUELLER UPHOLSTERY  
121 S. Main St.  
Thiensville, WI 53092-1902  
262-242-1004

VILLAGE OF THIENSVILLE BY: .....

COMMISSION MEMBERS

I WOULD LIKE TO HAVE THE LEASE ON MY PARKING LOT RETURNED TO THE LEASE I HAD BEFORE I ALLOWED MR. KOEPKE TO BE ADDED TO IT. IF HE COULD HAVE BEEN HONEST WITH ME AND THE VILLAGE OF THIENSVILLE AND TOLD US ABOUT THE GARAGE DOOR ON THE WEST SIDE OF HIS BUILDING HE WOULD NOT HAVE BEEN ALLOWED TO BE ADDED TO THE LEASE IN THE FIRST PLACE.

I HAVE OVER \$8,000.00 INVESTED IN THIS PARKING LOT, HE HAS \$0 INVESTMENT.

PLEASE CONSIDER GIVING ME A 5 YEAR LEASE AS I NEED THIS PARKING FOR MY CUSTOMERS AND FAMILY AND I DO NOT PLAN ON RETIREING FOR 5 YRS.

I WAS ALWAYS TOLD THAT THE VILLAGE BOUGHT MY PARKING LOT FOR THE FUTURE RE-DEVELOPEMENT OF THE LUMBER YARD,

I WILL BE HAPPY TO TALK ABOUT A SHORTER LEASE OR MODIFYING THE LOT IF THE LUMBER YARD GETS SOLD & RE-DEVELOPE

SINCERELY

Greg Mueller