

**VILLAGE OF THIENSVILLE  
SPECIAL BOARD OF TRUSTEES  
MINUTES**

**DATE: Monday, February 5, 2018**

**LOCATION: 250 Elm Street  
Thiensville, WI**

**TIME: 6:00 PM**

**I. CALL TO ORDER**

President Mobley called the meeting to order at 6:00 PM.

**II. ROLL CALL**

President:	Van Mobley	
Trustees:	Kim Beck	Kenneth Kucharski
	Ronald Heinritz	David Lange
	Rob Holyoke (excused)	Elmer Prenzlow
Administrator:	Dianne S. Robertson	
Attorney:	Tim Schoonenberg	
Staff:	Asst. Administrator Colleen Landisch-Hansen	
	Village Clerk Amy Langlois (excused)	

**III. PLEDGE OF ALLEGIANCE**

President Mobley led the recitation of the Pledge of Allegiance.

**IV. BUSINESS**

- A.** Review and approval of an Inter-Governmental Agreement Between the City of Mequon and the Village of Thiensville Regarding a Betterment of Service for Buntrock Avenue and to Authorize Connection to the Village's Sewer System for Development by The Hoff Group in the City of Mequon

Administrator Robertson shared a revised copy of the Inter-Governmental Agreement with the Board based on a meeting with the City of Mequon this morning.

In summary, the Agreement calls for: 1) development in the City of Mequon not to exceed 32 condominium units, 2) development will have a private sewer system that the Village has the ability to inspect to ensure it is not damaging our system, 3) the City of Mequon has agreed to allow Village Engineer Jerad Wegner to review and approve the sanitary and storm system, 4) City of Mequon to transfer \$65,000 to the Betterment of Service for funding of the Buntrock water main loop, 5) the City to increase the allocation to fund the loop no later than December 31, 2023, 6) allow the Village to complete this loop and invoice the City should the Village have any need to connect any parcels to that main before it is completed by the City. For instance, if the water co-op wishes to connect before the City puts in the loop, the Village can bill the City for the loop project and be paid when funds are available. 7) connection fee of \$3,926.13 for each condominium unit. The Village will bill quarterly at 125% of our rate which is customary.

Staff recommends approving this Agreement with the City of Mequon.

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The main change to the Agreement is the timeline. Originally, it was indicated that the Betterment of Service loop project must be funded in three years and constructed in five years. The Agreement now indicates funding the project must be complete by December, 2023. Some of the language has been changed as far as the City being responsible to the Developer since the City is selling the lot to the Developer as is the owner, Russel Bratt.

Attorney Tim Schoonenberg also stated that the revised Agreement now states that the engineering and legal expenses will be paid for by the Developer. Completing the loop is stressed in the Agreement. The language states that if not completed in five years, the Village can complete and then bill the City.

It was confirmed that the City lot is 3.3 acres in size and the adjacent lot is 7.5 acres.

Administrator Roberson reported that once the water main is installed along the route, any person can connect and pay the connection fee to the Mequon Water Utility. Mr. David Hoff stated that a water main will be installed about 1,200 linear feet in length on the east side of Green Bay Road. This will likely occur this summer.

Trustee Heinritz believes that it would be in the best interest of the two communities for the City to detach the parcel. Administrator Robertson indicated that the City's Common Council discussed this and are not interested in detachment. A three-quarter vote of both the City Council and the Village Board is needed to approve a detachment.

Trustee Prenzlou questioned a sentence that stated "that the Village will have the right to review and make recommendations on system design"; and after that in the original draft there was a sentence that stated "the Village will have the right to halt and stop work to any plans or construction activities that in the Village Engineer's opinion will have an adverse impact on the Village's storm water management including all areas within the Village but not limited to the area known as Pigeon Creek." Trustee Prenzlou inquired as to why this statement has been removed. Attorney Schoonenberg indicated that a compromise had been reached with the City which was that the City would hire the Village's Engineer to do all the design review of the system. The Village Engineer, Jerad Wegner is under contract with the Village and has the Village's best interest.

Administrator Robertson indicated that the Village and the City do share a storm water permit with the DNR.

Trustee Kucharski inquired as to why the funding went from three to five years. Attorney Schoonenberg stated that this language may have been aggressive initially, however, the new Agreement does allow that if the loop is needed before the City installs it, the Village can install the loop and get paid for it if before the five year period has expired.

This Agreement gives the Village assurance of project completion and funding. Trustee Heinritz indicated that there is no timeline for payback indicated from the City in the Agreement. President Mobley inquired as to if a timeline could be added to the Agreement. Attorney Schoonenberg agreed and suggested amending the motion to approve contingent upon a timeline if the Village initiates the loop, repayment should be not later than three years after project completion.

Trustee Prenzlou suggested imposing a payback date or to make payment subject to interest. Administrator Robertson stated that if the project was completed within two years by the Village, the Agreement states that the City pay back the Village by December, 2023.

Mr. Hoff stated that the Agreement does indicated in #2 Utility Responsibilities that "In the event that the Village shall determine that it be necessary to accelerate the construction of the Loop, it may undertake such construction on its own (subject to the Utility reviewing and approving the plans and specifications) and the Utility reimbursing the Village for its costs for the Loop project as Betterment of Service Project under Wisconsin Public Service Commission (PCS) regulations by the date specified below." The date indicated below is December 31, 2023.

**MOTION** by Trustee Lange, **SECONDED** by Trustee Prenzlou to approve the Inter-Governmental Agreement Between the City of Mequon and the Village of Thiensville Regarding a Betterment of Service for Buntrock Avenue and to Authorize Connection to the Village's Sewer System for Development by The Hoff Group in the City of Mequon. **MOTION CARRIED UNANIMOUSLY.**

- B.** Review and approval of an Owner's Agreement for Sanitary Sewer Connection North of the Village between Main Street and Green Bay Road

Administrator Robertson indicated that there was a slight amendment to this Agreement noting that if Mr. Hoff does not purchase those lands from the City of Mequon and Mr. Bratt, then this Agreement is not valid. Attorney Schoonenberg also indicated the addition that in the event the sanitary sewer system fails to be maintained by the property owner or system fails and the property owner fails to repair it, the Village has the right to enter the property to inspect, maintain or repair the sanitary sewer system and those costs can be charged against the property owner.

**MOTION** by Trustee Beck, **SECONDED** by Trustee Prenzlou to approve the Owner's Agreement for Sanitary Sewer Connection North of the Village between Main Street and Green Bay Road. **MOTION CARRIED UNANIMOUSLY.**

**V. ADJOURNMENT**

**MOTION** by Trustee Beck, **SECONDED** by Trustee Prenzlou to adjourn the meeting at 6:24 PM. **MOTION CARRIED UNANIMOUSLY.**

Submitted by,



Amy L. Langlois  
Village Clerk

Approved by,



Dianne S. Robertson  
Administrator