



VILLAGE OF THIENSVILLE
Committee of the Whole
AGENDA

DATE: Monday, March 7, 2022

LOCATION: 250 Elm Street, Thiensville, WI
FIRE DEPARTMENT TRAINING ROOM

TIME: 6:00 PM

I. CALL TO ORDER

II. ROLL CALL

PRESIDENT:	VAN MOBLEY
TRUSTEES:	JENNIFER ABRAHAM ANGELINA APOSTOLOS KRISTINA ECKERT ROB HOLYOKE KENNETH KUCHARSKI DAVID LANGE
ADMINISTRATOR:	COLLEEN LANDISCH-HANSEN
ATTORNEY:	TIM SCHOONENBERG
STAFF:	FIRE CHIEF BRIAN REIELS POLICE CHIEF CURT KLEPPIN DIRECTOR OF COMMUNITY SERVICES/PUBLIC WORKS ANDY LAFOND VILLAGE CLERK AMY LANGLOIS

III. CITIZENS TO BE HEARD

A. Open to any resident or taxpayer on items not subject to a public hearing: Please be advised per §19.84(2), information will be received from the public. Village policy limits a three (3) minute time period per person, with time extension by the presiding official's discretion or a vote of 2/3 of the Board or Committee; be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments. Written comments on agenda items are encouraged to be sent and addressed to the intended body by noon on the day of the meeting. Comments received timely will be forwarded to all members of the body. If you wish to speak, you must pre-register by emailing the Village Clerk at alanglois@village.thiensville.wi.us by 4:00 PM on the day of the meeting or by signing in immediately prior to the meeting.

Comments pertaining to the Thiensville Fire Department will be heard during Business Item A. 1.

IV. BUSINESS

A. Discussion and update regarding Thiensville Fire Department

1. Citizens to be Heard

B. Review and action regarding Resolution 2022-04 A Resolution Approving Amended Memorandum of Understanding Between the Village of Thiensville and the City of Mequon Establishing a Joint Fire & EMS Working Group to Include the City of Cedarburg and the Town of Cedarburg (att)

C. Update regarding Thiensville Municipal Bond Rating

D. Update regarding Drop Boxes for Return of Absentee Ballots

E. Review and action regarding Capital Expenditures List (att)

F. Review and action regarding Resolution No. 2022-02 A Resolution Approving Private Property Infiltration and Inflow Reduction Agreement with the Milwaukee Metropolitan Sewerage District (att)

G. Review and action regarding Proclamation in Honor of Skippy's Burger Bar, 25 Year Anniversary (att)

H. Review and recommendation regarding:

1. Operator's License - New:

a. Skippy's Burger Bar (action regarding New Operator's License for Lindsey Mariel Maier will be taken on March 28, 2022)

Morgan Marie Ruska

I. Review and recommendation regarding Appointing the Following New Fire Department Members:

1. Trevor Kobleski

2. Joel Santa Maria

J. Discussion and possible action regarding Noise Ordinance (att)

K. Discussion and possible action regarding Music in the Park, Donation of Instruments from Bob Blazich and Gathering on the Green (Trustee Eckert)

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

A. Acceptance/Report of Gifts Received:

1. \$50.00 to the Thiensville Fire Department from Ellen Sheahan in Memory of Alejandro Lopez

B. Review meeting date schedule:

1. March 9, 2022 - Special Board of Trustees at 4:00 PM
2. March 28, 2022 - Board of Trustees at 6:00 PM
3. April 4, 2022 - Committee of the Whole at 6:00 PM
4. April 18, 2022 - Board of Trustees at 6:00 PM

VI. MOTION TO ADJOURN TO CLOSED SESSION

A. Deliberating about the investment of public funds in future Village properties requiring a Closed Session due to the competitive nature and bargaining positions at risk if conducted in a public meeting. Such Closed Session is authorized pursuant to Wis. Stats. Article 19.85(1)(e).

1. Roll Call Vote

MOTION TO RECONVENE IN OPEN SESSION

1. Vote of Board to reconvene

VII. ADJOURNMENT

Amy L. Langlois, Village Clerk

March 4, 2022

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.

VILLAGE OF THIENSVILLE

RESOLUTION NO. 2022-04

A RESOLUTION APPROVING
AMENDED

MEMORANDUM OF UNDERSTANDING
BETWEEN THE VILLAGE OF THIENSVILLE AND THE CITY OF MEQUON
ESTABLISHING A JOINT FIRE & EMS WORKING GROUP
TO INCLUDE THE CITY OF CEDARBURG AND THE TOWN OF CEDARBURG

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

WHEREAS, these communities wish to provide effective and efficient Fire & EMS Services to their respective communities; and

WHEREAS, these communities have determined that current and future budget considerations and staffing constraints pose a challenge to providing effective and efficient Fire & EMS Services; and

WHEREAS, Wisconsin Statute 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, BE IT RESOLVED by the Village of Thiensville, that the Amended Memorandum of Understanding between the Village of Thiensville and the City of Mequon to establish a Joint Fire & EMS Working Group include the City of Cedarburg and the Town of Cedarburg in the form attached is approved.

PASSED AND ADOPTED by the Village Board of the Village of Thiensville, County of Ozaukee, State of Wisconsin on this 28th day of March, 2022.

Van A. Mobley, Village President

Amy L. Langlois, Village Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made as of this ____ day of ~~March~~December 20221, by and between the City of Mequon (~~"Mequon"~~), ~~the~~and Village of Thiensville (~~"Thiensville"~~), the City of Cedarburg and the Town of Cedarburg (collectively, ~~"the two"~~"communities").

RECITALS

A. ~~The communities Mequon and Thiensville both~~ provide emergency medical, fire, and rescue services (collectively ~~herein~~"Fire & EMS Services") to their respective residents, businesses and institutions, utilizing a combination of their own Fire & EMS Services staff, mutual aid, and shared services agreements.

B. ~~The communities all Mequon and Thiensville both~~ seek to continue to provide effective and efficient Fire & EMS Services to their respective residents, businesses and institutions.

C. ~~The communities Mequon and Thiensville~~ have ~~each~~both identified current and future budget challenges to the continued provision of effective and efficient Fire & EMS Services including budget consideration and staffing constraints.

D. The ~~two~~ communities participated in a county-wide study with other municipalities that provide Fire & EMS services, including ~~Cedarburg~~, Fredonia, Grafton, Saukville, and Port Washington, among others, to examine ways that Fire & EMS Services may be provided with synergy, reduced duplication, and increased flexibility.

E. The county-wide study, completed by the Wisconsin Policy Forum ("WPF") in early 2021, recommended a range of six (6) options that participating communities could consider to sustain or improve upon the existing levels of service, while controlling costs.

F. Following a thorough review of the recommendations contained within the WPF study, and ongoing consultation with officials from the other participating communities, the Village of Thiensville and the City of Mequon entered into a Memorandum of Understanding in December 2022 (the "MT MOU") a group comprised of the Chief Executive Officers, Administrators and Fire Department Command Staff from both Mequon and Thiensville recommend that the two communities further to explore a two-way consolidation, as described enumerated in the WPF study. The working group described in the MT MOU (the "Joint Working Group") has spent many hours over many weeks exploring options and potential agreements.

G. Representatives of the City of Cedarburg and the ~~Village~~Town of Cedarburg have recently attended some of the meetings of the Joint Working Group.

F.H. A group comprised of the Chief Executive Officers, Administrators and Fire Department Command Staff from all four communities recommend that the communities further explore a four-way consolidation of Fire & EMS Services.

G.I. Efforts directed towards establishment of one, unified ~~Mequon and Thiensville~~ Fire & EMS ~~D~~department do not preclude ~~anyone or both~~ of the communities from continuing to participate in potentially larger consolidation discussions with the other communities that participated in the WPF study or the City of Mequon and the Village of Thiensville from creating the unified department anticipated by the MT MOU. The MT MOU survives the execution of this MOU.

H.J. Section 66.0301 of the Wisconsin Statutes authorizes municipal to enter into intergovernmental agreements to share services and/or otherwise provide for the joint exercise of municipal powers.

BASED ON THE FOREGOING RECITALS, and in consideration of the promises and obligations set forth herein this MOU, the communities it is mutually agreed between the City of Mequon and the Village of Thiensville as follows:

1. In addition to those individuals described in the MT MOU, ~~t~~The Chief Executive Officer, Administrator, Fire Chief and Deputy Chief of the City of Cedarburg and the Town of Cedarburg shall be part of the formally establish a Joint Fire & EMS Working Group. The ("Joint Working Group") comprised of each municipality's Chief Elected Official, Administrator, Fire Chief and Deputy Chief shall to establish the necessary framework by which the ~~two~~ departments serving the communities can consolidate into one, unified entity under the jurisdiction of a combined governing board.

2. The Joint Working Group may from time to time include other representatives of a community either the City or Village (e.g., an additional elected official, City/Village/Town attorney, finance director, consultant, etc.), that the Joint Working Group's core members ~~may~~ deem necessary or advisable to support the establishment of such a unified operating entity.

3. In establishing the framework by which the communities' Mequon and Thiensville Fire & EMS ~~D~~departments may consolidate into one, unified entity, the Joint Working Group will include an examination of the following topic areas, among others, within its work:

- Governance
- Administration/Management
- Finance (Budgeting, Revenues, etc.)
- Staffing
- Equipment
- Facilities
- Emergency Dispatch
- Response Times
- Future Growth/Needs

4. The Joint Working Group will provide periodic updates (not less than quarterly) to ~~the each of the two~~ governing boards in each of the ~~two~~ communities to apprise elected officials

on the Joint Working Group's progress towards establishing one, unified department, as well as challenges or considerations that may warrant larger or further discussion and/or deliberation.

5. The results and recommendations of the Joint Working Group's efforts are not binding but serve as key decision-making data should ~~all or some of the communities~~ Mequon and Thiensville decide to pursue consolidation(s). Further, this MOU shall impose no legal obligation on ~~any~~ either of the ~~two~~ communities; rather, it expresses the intent of the ~~two~~ communities. Any ~~Either or both~~ of the ~~two~~ communities may withdraw from this MOU at any time by providing written notice to the ~~rest~~ other.

CITY OF MEQUON

VILLAGE OF THIENSVILLE

John M. Wirth, Mayor

Van A. Mobley, President

ATTEST:

ATTEST:

Caroline Fochs, Clerk

Amy Langlois, Clerk

CITY OF CEDARBURG

TOWN OF CEDARBURG

Michael O'Keefe, Mayor

David Salvaggio, Chairman

ATTEST:

ATTEST:

Tracie Sette, Clerk

Jack Johnston, Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made as of this ____ day of March 2022, by and between the City of Mequon, the Village of Thiensville, the City of Cedarburg and the Town of Cedarburg (collectively, the “communities”).

RECITALS

A. The communities provide emergency medical, fire, and rescue services (collectively “Fire & EMS Services”) to their respective residents, businesses and institutions, utilizing a combination of their own Fire & EMS Services staff, mutual aid, and shared services agreements.

B. The communities all seek to continue to provide effective and efficient Fire & EMS Services to their respective residents, businesses and institutions.

C. The communities have each identified current and future budget challenges to the continued provision of effective and efficient Fire & EMS Services including budget consideration and staffing constraints.

D. The communities participated in a county-wide study with other municipalities that provide Fire & EMS services, including Fredonia, Grafton, Saukville, and Port Washington, among others, to examine ways that Fire & EMS Services may be provided with synergy, reduced duplication, and increased flexibility.

E. The county-wide study, completed by the Wisconsin Policy Forum (“WPF”) in early 2021, recommended a range of six (6) options that participating communities could consider to sustain or improve upon the existing levels of service, while controlling costs.

F. Following a thorough review of the recommendations contained within the WPF study, and ongoing consultation with officials from the other participating communities, the Village of Thiensville and the City of Mequon entered into a Memorandum of Understanding in December 2022 (the “MT MOU”) to explore a two-way consolidation as described in the WPF study. The working group described in the MT MOU (the “Joint Working Group”) has spent many hours over many weeks exploring options and potential agreements.

G. Representatives of the City of Cedarburg and the Town of Cedarburg have recently attended some of the meetings of the Joint Working Group.

H. A group comprised of the Chief Executive Officers, Administrators and Fire Department Command Staff from all four communities recommend that the communities further explore a four-way consolidation of Fire & EMS Services.

I. Efforts directed towards establishment of one, unified Fire & EMS department do not preclude any of the communities from continuing to participate in potentially larger consolidation discussions with the other communities that participated in the WPF study or the

City of Mequon and the Village of Thiensville from creating the unified department anticipated by the MT MOU. The MT MOU survives the execution of this MOU.

J. Section 66.0301 of the Wisconsin Statutes authorizes municipal to enter into intergovernmental agreements to share services and/or otherwise provide for the joint exercise of municipal powers.

BASED ON THE FOREGOING RECITALS, and in consideration of the promises and obligations set forth in this MOU, the communities mutually agree as follows:

1. In addition to those individuals described in the MT MOU, the Chief Executive Officer, Administrator, Fire Chief and Deputy Chief of the City of Cedarburg and the Town of Cedarburg shall be part of the Joint Working Group. The Joint Working Group shall establish the necessary framework by which the departments serving the communities can consolidate into one, unified entity under the jurisdiction of a combined governing board.

2. The Joint Working Group may from time to time include other representatives of a community (e.g., an additional elected official, City/Village/Town attorney, finance director, consultant, etc.), that the Joint Working Group's core members deem necessary or advisable to support the establishment of such a unified operating entity.

3. In establishing the framework by which the communities' Fire & EMS departments may consolidate into one, unified entity, the Joint Working Group will include an examination of the following topic areas, among others, within its work:

- Governance
- Administration/Management
- Finance (Budgeting, Revenues, etc.)
- Staffing
- Equipment
- Facilities
- Emergency Dispatch
- Response Times
- Future Growth/Needs

4. The Joint Working Group will provide periodic updates (not less than quarterly) to the governing boards in each of the communities to apprise elected officials on the Joint Working Group's progress towards establishing one, unified department, as well as challenges or considerations that may warrant larger or further discussion and/or deliberation.

5. The results and recommendations of the Joint Working Group's efforts are not binding but serve as key decision-making data should all or some of the communities decide to pursue consolidation(s). Further, this MOU shall impose no legal obligation on any of the communities; rather, it expresses the intent of the communities. Any of the communities may withdraw from this MOU at any time by providing written notice to the rest.

CITY OF MEQUON

John M. Wirth, Mayor

ATTEST:

Caroline Fochs, Clerk

CITY OF CEDARBURG

Michael O'Keefe, Mayor

ATTEST:

Tracie Sette, Clerk

VILLAGE OF THIENSVILLE

Van A. Mobley, President

ATTEST:

Amy Langlois, Clerk

TOWN OF CEDARBURG

David Salvaggio, Chairman

ATTEST:

Jack Johnston, Clerk

<u>DEPARTMENT</u>	<u>AMOUNT IN RESERVES</u>	<u>AMOUNT BUDGETED</u>	<u>AMOUNT REQUESTED</u>	<u>ITEM DESCRIPTION</u>
TPD	\$ -	\$ 4,500.00	\$ 4,500.00	Desk, Hutch, Storage, Office Chairs, and Locker
TPD	\$ -	\$ 2,000.00	\$ 2,000.00	(9) Metal Badges, Cloth Badges & Patches
TFD	\$ 5,622.43	\$ -	\$ 4,000.00	(2) Ambulance Modems
TFD	\$ 26,667.05	\$ 10,000.00	\$ 20,000.00	(9) Sets of Turnout Gear
TOTAL	\$ 32,289.48	\$ 16,500.00	\$ 30,500.00	

VILLAGE OF THIENSVILLE
2021 CAPITAL PROJECT EXPENDITURE REPORT
MARCH 7, 2022 (PRELIMINARY)

CLASSIFICATION/DEPARTMENT	AMOUNT IN RESERVES	AMOUNT BUDGETED	OUTSIDE CONTRIBUTIONS	TOTAL AMOUNT AVAILABLE	ACTUAL EXPENSE	DIFFERENCE
<u>ADMINISTRATION</u>						
Municipal Center Roof (Year 1 of 2 - Phase 1)	\$ 35,000.00	\$ 35,000.00	\$ -	\$ 70,000.00	\$ -	\$ 70,000.00
Replace Rooftop HVAC Board Room	\$ 14,500.00	\$ -	\$ -	\$ 14,500.00	\$ -	\$ 14,500.00
Property File Digitization	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
Village-wide Telephone Upgrade	\$ -	\$ -	\$ -	\$ -	\$ 90.00	\$ (90.00)
Front Office Security/Reception Upgrades	\$ 57,001.25	\$ -	\$ -	\$ 57,001.25	\$ -	\$ 57,001.25
	\$ 106,501.25	\$ 45,000.00	\$ -	\$ 151,501.25	\$ 90.00	\$ 151,411.25
<u>POLICE DEPARTMENT</u>						
Squad Replacement (Year 3 of 3)	\$ 22,785.63	\$ 22,000.00	\$ -	\$ 44,785.63	\$ -	\$ 44,785.63
(1) Desktop and (1) Laptop	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
Office Furniture (Chief's Office, Officer Work Station, & Locker)	\$ -	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ 4,500.00
(4) Tasers, Batteries, & Cartridges (Year 3 of 5)	\$ -	\$ 3,360.00	\$ -	\$ 3,360.00	\$ 3,360.00	\$ -
(3) Squad and (7) Body Cameras (Year 2 of 5)	\$ 29,730.15	\$ -	\$ -	\$ 29,730.15	\$ 3,086.00	\$ 26,644.15
Metal and Cloth Badges	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
P25 Radio	\$ 26,000.00	\$ -	\$ -	\$ 26,000.00	\$ -	\$ 26,000.00
	\$ 78,515.78	\$ 34,860.00	\$ -	\$ 113,375.78	\$ 6,446.00	\$ 106,929.78
<u>FIRE DEPARTMENT</u>						
Fire Department Tires	\$ 11,758.60	\$ -	\$ -	\$ 11,758.60	\$ (75.75)	\$ 11,834.35
Hose Replacement Program	\$ 15,280.00	\$ 3,000.00	\$ -	\$ 18,280.00	\$ -	\$ 18,280.00
Pager Replacement	\$ 3,622.43	\$ 2,000.00	\$ -	\$ 5,622.43	\$ -	\$ 5,622.43
Extrication Cribbing	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Extrication Chocks	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
Copy Machine	\$ -	\$ 6,500.00	\$ -	\$ 6,500.00	\$ -	\$ 6,500.00
(2) Video Laryngoscopes	\$ -	\$ 5,100.00	\$ -	\$ 5,100.00	\$ -	\$ 5,100.00
iPad	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 221.06	\$ 1,278.94
(1) Battery Powered Positive Pressure Fan (Phase 1 of 2)	\$ 520.00	\$ -	\$ -	\$ 520.00	\$ -	\$ 520.00
TFD Training Ground Upgrades	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00
Training in Progress Sign	\$ 375.00	\$ -	\$ -	\$ 375.00	\$ -	\$ 375.00
Turnout Gear	\$ 26,667.05	\$ 10,000.00	\$ -	\$ 36,667.05	\$ -	\$ 36,667.05
Hydro Testing	\$ 5,506.75	\$ -	\$ -	\$ 5,506.75	\$ -	\$ 5,506.75
Repair/Replace Apparatus Bay Floor	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	\$ -	\$ 25,000.00
Station Exhaust Modification	\$ 16,000.00	\$ -	\$ -	\$ 16,000.00	\$ -	\$ 16,000.00
	\$ 115,229.83	\$ 28,100.00	\$ -	\$ 143,329.83	\$ 145.31	\$ 143,184.52
<u>PUBLIC WORKS DEPARTMENT</u>						
Vehicle Replacement Fund	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
Garbage Truck & Cushman Replace Reserve	\$ 324,571.00	\$ -	\$ -	\$ 324,571.00	\$ -	\$ 324,571.00
Garbage Cans (compatible with new truck)	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	\$ -	\$ 100,000.00
Emerald Ash Borer Program	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
Sidewalk Maintenance Program	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	\$ -	\$ 12,000.00
Radio Replacement	\$ 13,000.00	\$ -	\$ -	\$ 13,000.00	\$ -	\$ 13,000.00
Public Works Building Reserve	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	\$ -	\$ 25,000.00
Public Works Bldg Improvement-Architectural	\$ 81,863.00	\$ -	\$ -	\$ 81,863.00	\$ -	\$ 81,863.00
	\$ 556,434.00	\$ 40,000.00	\$ -	\$ 596,434.00	\$ -	\$ 596,434.00
<u>DPW PARK DEPARTMENT</u>						
Annual Pigeon Creek Maintenance	\$ 8,700.00	\$ -	\$ -	\$ 8,700.00	\$ -	\$ 8,700.00
Annual Fishladder Maintenance	\$ 2,758.00	\$ -	\$ -	\$ 2,758.00	\$ -	\$ 2,758.00
Tennis Court Light Replacement	\$ 18,000.00	\$ -	\$ -	\$ 18,000.00	\$ -	\$ 18,000.00
Tennis Court Resurface (Year 1 of 2)	\$ 44,000.00	\$ 16,000.00	\$ -	\$ 60,000.00	\$ -	\$ 60,000.00
Park Lights	\$ 14,000.00	\$ -	\$ -	\$ 14,000.00	\$ -	\$ 14,000.00
Park and Open Space Plan	\$ 830.00	\$ -	\$ -	\$ 830.00	\$ -	\$ 830.00
Parade and Special Event Barricades	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
Octagon Building/Snack Shack Improvements	\$ 1,621.24	\$ -	\$ -	\$ 1,621.24	\$ -	\$ 1,621.24
	\$ 89,909.24	\$ 21,000.00	\$ -	\$ 110,909.24	\$ -	\$ 110,909.24
<u>UNCLASSIFIED IMPROVEMENT FUND</u>						
Old Village Hall Upper Floor Study	\$ 26,644.44	\$ -	\$ -	\$ 26,644.44	\$ -	\$ 26,644.44
Remediation DPW Yard	\$ 7,324.90	\$ 10,000.00	\$ -	\$ 17,324.90	\$ -	\$ 17,324.90
EMS/Paramedic Study	\$ 17,650.00	\$ -	\$ -	\$ 17,650.00	\$ -	\$ 17,650.00
Assessment Revaluation	\$ -	\$ 7,560.00	\$ -	\$ 7,560.00	\$ -	\$ 7,560.00
Village Park Improvement Plan (Water Feature)	\$ 40,234.50	\$ -	\$ -	\$ 40,234.50	\$ -	\$ 40,234.50
Alta Loma/Riverview Storm Water	\$ (7,049.59)	\$ -	\$ -	\$ (7,049.59)	\$ -	\$ (7,049.59)
North Main Street Bike Trail Spur	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	\$ -	\$ 50,000.00
Road Program Reserve	\$ 152,316.09	\$ 159,362.00	\$ -	\$ 311,678.09	\$ -	\$ 311,678.09
Buntrock Lot Improvement	\$ 2,893.00	\$ -	\$ -	\$ 2,893.00	\$ -	\$ 2,893.00
Green Bay Road Overlay & Lights	\$ 61,310.63	\$ -	\$ -	\$ 61,310.63	\$ -	\$ 61,310.63
Village Park Boat Launch	\$ 40,143.46	\$ -	\$ -	\$ 40,143.46	\$ -	\$ 40,143.46
Buntrock Water Main Loop	\$ (56,465.32)	\$ -	\$ -	\$ (56,465.32)	\$ -	\$ (56,465.32)
Orchard Street Development Incentive	\$ (430,000.00)	\$ -	\$ -	\$ (430,000.00)	\$ -	\$ (430,000.00)
Two Hundred Green Development Incentive	\$ (204,277.31)	\$ -	\$ -	\$ (204,277.31)	\$ -	\$ (204,277.31)
Public Parking Reserve	\$ (2,076.00)	\$ 100,000.00	\$ -	\$ 97,924.00	\$ -	\$ 97,924.00
CONTINGENCY	\$ 15,517.77	\$ 53,545.00	\$ -	\$ 69,062.77	\$ -	\$ 69,062.77
	\$ (285,833.43)	\$ 330,467.00	\$ -	\$ 44,633.57	\$ -	\$ 44,633.57
TOTALS	\$ 660,756.67	\$ 499,427.00	\$ -	\$ 1,160,183.67	\$ 6,681.31	\$ 1,153,502.36

VILLAGE OF THIENSVILLE

RESOLUTION NUMBER 2022-02

FUNDING AGREEMENT OF PRIVATE PROPERTY INFILTRATION
AND INFLOW REDUCTION AGREEMENT FOR MMSD

It is hereby ordained by the Village Board of the Village of Thiensville, Ozaukee County as follows:

WHEREAS, the Village of Thiensville and the Milwaukee Metropolitan Sewerage District (MMSD) have entered into an agreement to complete Private Property Infiltration and Inflow Reduction in the area of Madero Drive and Grand Avenue and the 100 Block of Riverview Drive.

WHEREAS, the Work Plan and the Funding Agreement have been completed to designate responsibility for both parties.

THEREFORE, the Village Board approves Resolution 2022-02 a Funding Agreement of Private Property Infiltration and Inflow Reduction Agreement for MMSD.

PASSED AND ADOPTED by the Village Board of the Village of Thiensville this 28th day of March, 2022.

APPROVED

VILLAGE OF THIENSVILLE

Van A. Mobley, Village Board President

ATTEST

Amy Langlois, Village Clerk

M10005TH01

Private Property Infiltration and Inflow Reduction Agreement

This Agreement is made between the Milwaukee Metropolitan Sewerage District (District) with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446 and the Village of Thiensville (Municipality) with its municipal offices at 250 Elm Street, Thiensville, Wisconsin 53092.

WHEREAS, Wisconsin law, through Section 66.0301 Stats., authorizes any municipality to enter into an intergovernmental cooperation agreement with another municipality for the furnishing of services; and

WHEREAS, the District is responsible for collecting and treating wastewater from the Municipality's locally owned collection system; and

WHEREAS, the Municipality's sewers collect wastewater from lateral sewers located on private property and owned by private property owners; and

WHEREAS, during wet weather events stormwater enters lateral sewers through defective pipes and leaky joints and connections ("infiltration") and stormwater also enters lateral sewers from foundation drains, improper connections and other sources ("inflow"); and

WHEREAS, infiltration and inflow increase the amount of wastewater that the District must collect and treat; and

WHEREAS, during wet weather events infiltration and inflow ("I/I") into privately owned sewers contributes to the risk of sewer overflows; and

WHEREAS, the District has established the Private Property Infiltration and Inflow Reduction Program (Program) to provide guidelines, requirements, and a funding structure for municipalities to complete I/I reduction work on private property through the District Private Property Infiltration and Inflow Policy (Policy); and

WHEREAS, the Municipality wishes to participate in the Program;

NOW, THEREFORE, in consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows:

1. Term of Agreement

This Agreement becomes effective immediately upon signature by both parties and shall remain in effect until the earliest of (1) the Municipality receiving final payment from the District, (2) January 30, 2023, or (3) termination of this Agreement as otherwise set forth herein.

2. District Funding

The District shall reimburse the Municipality in an amount not to exceed \$40,000 for approved private property I/I costs incurred through the work described in Attachment A ("the Work"). Provided the Municipality is in compliance with the terms of this Agreement, the District funding shall be provided on a reimbursement basis in accordance with Section 8 below. No reimbursement will be made for costs incurred prior to the effective date of this Agreement or for costs that are not supported by documentation as outlined by this Agreement.

3. Program Publicity and Outreach Requirements

- a. The Municipality shall identify the District as a funder in informational literature and signage relating to the Work. Samples of all public involvement/public education documents shall be provided to the District for review prior to being distributed to the public.
- b. A minimum of a one (1) week notice of any public meetings shall be provided to the District. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.

4. Selection of Professional Service Providers by Municipality

The selection of professional service providers to perform Work funded by this Agreement shall be in accordance with the Municipality's ordinances and policies.

5. Selection of Non-Professional Service Providers by Municipality

Pursuant to a public Request for Qualifications process, the District has developed an Approved Contractors List, organized by work type to ensure all Work funded by the District maintains specific quality standards. Those Approved Contractors and their suppliers can submit products they intend to utilize for inclusion in the District's Approved Products List. The appropriate subset of the Approved Contractor List and the Approved Products List shall be utilized as part of Municipality's bidding process for contracts to perform Work funded by this Agreement.

In addition to the above, all non-professional service providers to perform Work funded by this Agreement shall be procured in accordance with both State of Wisconsin statutes and regulations and the Municipality's ordinances and policies. Whenever Work valued over \$25,000 is procured without the use of a public sealed bidding process, the District may request, and the Municipality must provide an opinion from a licensed attorney representing the Municipality stating that the procurement is in compliance with State of Wisconsin law and Municipal ordinances.

In addition:

- a. The Municipality shall provide the District with the opportunity to review and comment on the complete set of bidding documents prior to solicitation of bids, quotes or proposals as set forth in Attachment B;
- b. Municipality shall provide the District with all bids and proposals for review prior to the award of the contract, as set forth in Attachment B. The District reserves the right to revoke funding based on project award to contractors who are not on the District's list of Authorized Contractors.

6. Non-professional Service Contract Terms and Conditions

The Municipality agrees to include Attachment C in all non-professional service contracts relating the Work. Failure to include Attachment C in the non-professional service contracts will constitute a material breach of this Agreement.

7. Contractor Pay Applications

Prior to the Municipality paying contractors for Work funded by this Agreement, the District shall be provided an opportunity to review and endorse the contractor pay applications.

The Municipality shall submit contractor pay applications for review through a Comment Form in the District's online application, eBuilder. All contractor pay applications shall include supporting documentation certifying that the Municipality has received and reviewed a proportionate amount of contract deliverables for which the Contractor is responsible.

The District shall review pay applications within seven (7) calendar days of submission. If the Municipality does not receive a response from the District within seven (7) calendar days, the application shall be considered approved.

8. Procedure for Reimbursement

The Municipality shall submit reimbursement requests to the District a minimum of two (2) times throughout this Agreement.

Each reimbursement request shall include:

- a. An invoice from the Municipality clearly stating the requested reimbursement amount;
- b. All consultant invoices, approved contractor pay applications, and other expense invoices. Invoices from consultants shall provide the hourly billing rates, the hours worked by individuals, and a summary of the tasks completed;
- c. All deliverables listed in Attachment B, proportionate and applicable to the Work completed as related to the request;

Reimbursement requests should be submitted within a reasonable period of time of the costs being incurred. The initial reimbursement request shall be submitted prior to fifty percent (50%) of Work being completed. The final reimbursement request shall be submitted upon completion of all Work. All reimbursement requests must be received prior to expiration of this Agreement.

Reimbursement requests, the supporting documentation of costs shall be submitted through eBuilder. The corresponding deliverables shall be submitted as set forth in Attachment B. Questions should be directed to the District Senior Project Manager (SPM):

Rebecca Specht, P.E
Senior Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, WI 53204 – 1446

Final payment will not be provided until the Work is complete and all deliverables set forth in Attachment B have been received.

9. Changes in Work and Modifications to the Agreement

Any proposed changes to the Work must be submitted to the District, in writing, in advance of the Work being completed. The District will not reimburse for Work that is not included in Attachment A (including all professional services and non-professional services contracts procured through the Work outlined in Attachment A) unless prior written approval has been requested from the District and approval has been obtained through the eBuilder change process.

This Agreement may be modified only in writing signed by both parties or through the eBuilder change process.

10. Responsibility for Work

The Municipality is responsible for overseeing construction and shall provide full time construction inspection for all Work. Each inspector shall be experienced, qualified, and certified for the scope of the Work.

11. Post-Construction Verification

The Municipality and its contractor(s), if applicable, shall report to the District any problems that arise with or related to the completed Work, whether discovered through inspection or through complaints from homeowners, for a period of ten (10) years following substantial completion. The Municipality shall also report any actions taken to investigate the complaint, and if within the warranty period, to resolve the issue.

The Municipality shall be responsible for reporting post-workflow monitoring data and other data related to identified measures of success for at least five (5) years post-work completion or as long as data is available, whichever period is longer.

All warranty inspection costs incurred by the District due to Municipality's failure to enforce the warranty inspection requirement in its construction contract(s) shall either be: (1) deducted from Municipality's Program account; or (2) invoiced to Municipality.

The terms of this Section 11 shall survive termination of this Agreement.

12. Permits, Certificates and Licenses

The Municipality is solely responsible for ensuring compliance with all federal, state and local laws requiring permits, certificates and licenses required to implement the Work.

13. Insurance

The District shall not provide any insurance coverage of any kind for the Work or for the Municipality. Municipality shall ensure that each contractor and subcontractor have adequate insurance to perform the Work and names the Municipality as an additional insured on its Commercial General Liability Insurance policies.

14. Terminating the Agreement

The District may terminate this Agreement at any time prior to commencement of the Work. After the Work has commenced, the District may terminate the Agreement only for good cause, such as, but not limited to, breach of agreement by the Municipality. The Municipality may terminate the Agreement at any time but will not receive any payment from the District if the Work is not completed.

15. Exclusive Agreement

This is the entire Agreement between the Municipality and the District regarding reimbursement for Work.

16. Severability

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

17. Applicable Law

This Agreement is governed by the laws of the State of Wisconsin.

18. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within thirty (30) days after it is referred to the mediator, either party may take the matter to court.

19. Notices

Unless otherwise set forth herein, all notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement; or
- three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.

20. No Partnership

This Agreement does not create a partnership relationship nor give the Municipality the apparent authority to make promises binding upon the District. The Municipality does not have authority to enter into contracts on the District's behalf.

21. Assignment

The Municipality may not assign any rights or obligations under this Agreement without the District's prior written approval.

22. Public Records

The Municipality agrees to cooperate and assist the District in the production of any records in the possession of the Municipality that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Law, §§19.31-19.39, Wis. Stats. The Municipality agrees to indemnify the District against any and all claims, demands, and causes of action resulting from the Municipality's failure to comply with this requirement.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

VILLAGE OF THIENSVILLE

By: _____
Kevin L. Shafer, P.E., Executive Director

By: _____
Van Mobley, Village President

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Attorney for the District

Attorney for the Municipality

ATTACHMENT A
Municipality Work Plan



2021 PPII Work Plan

This checklist / template serves as the standard form for submitting a Work Plan to MMSD as a request to commit funds from your Municipal Funding Allocation Account to a project proposed for reimbursement through the MMSD PPII Reduction-M Program. If approved, the Work Plan will be the basis for a Funding Agreement between the municipality and MMSD. Please complete all fields comprehensively and submit this electronically-fillable-form and supporting document attachments via email.

I. CONTACT INFORMATION

Municipality	
Applicant Name: Village of Thiensville	Municipality: Thiensville
Mailing Address: 250 Elm Street	
Phone #: 262-242-3720	Email: alafond@village.thiensville.wi.us
Primary Contact: Andy LaFond	Primary Contact email: alafond@village.thiensville.wi.us
Primary contact phone #: 262-242-3720	
Consultant (if applicable)	
Firm: Ruekert & Mielke, Inc.	Consultant's PM's Name: Jerad Wegner
Consultant Email: jwegner@ruekert-mielke.com	Consultant Phone number: 262-542-5733

II. PROPOSED SCOPE OF WORK

1. What type of work will be included in this work plan application? Check all applicable. ☐ Planning ☐ Investigative ☒ Construction/Rehab ☐ Post Project Evaluation ☐ Training ☐ Other	
2. What is the total value of the request by the municipality for funding through the PPII program for work outlined in this work plan? \$ 40,000.00	
3. Provide the scope of work that will be included in this work plan. The work includes the installation of a sanitary sewer sump crock and pump with battery backup, hung plumbing in the basement, a pressure pipe lateral that extends through the existing lateral, and then grouting of the annular space between the new pressure pipe and the existing lateral pipe. The existing sanitary sewer lateral under the concrete basement floor will be located immediately adjacent to the foundation wall where the lateral exits the house. The new sump crock and pump will be installed at this location so that all floor drains, basement laundry tubs, and main level sewer stacks will connect into the new wastewater sump crock system. The discharge pressure pipe from the sump pump shall be extended through the existing lateral to a point that is where the lateral discharges into the mainline sewer. The void or annular space that exists between the existing lateral pipe and the new pressure discharge line from the sump pump shall be grouted and sealed to prevent the migration of clearwater and/or wastewater in this space. Although not anticipated, it is possible that the contractor will find foundation drains that are connected to the sanitary sewer system. In the event this happens, the Village and Consultant will plan to have a bid item in place to install a clear water sump crock and pumping system that would discharge the water outside the house to the surface.	
4. What entity is responsible for each work scope item e.g. municipality staff, consultant, contractor, District, etc. -Public outreach and onsite meeting with property owner: consultant, municipal staff -Preparation of bidding documents and plans: consultant -Bid procurement: consultant -Bid evaluation and award of contract: consultant, municipal staff, District -Construction: contractor -Construction review: consultant	
5. What is the total number of properties in the project area? 3	
6. What is the assumed number of participating properties? 3	
7. What is your justification for the assumed participation rate? ☒ Prioritization of properties based on investigative work ☐ Assumed percent of total based on previous projects ☐ Existing ROE agreements ☒ Other (Fill in Blank): Ongoing discussions with property owners	

III. PROJECT AREA CHARACTERISTICS

1. What is the predominant age of the homes in the project area?			
☐ Pre 1940's ☐ 1940 – 1960 ☒ 1961-1980 ☐ 1981-Present			
2. What is the average lot size within the project area?		0.25	☐ SF ☒ Acres
3. In this area, is it typical that foundation drains are connected?			☐ Yes ☒ No
4. What sewershed(s) or metershed(s) is this project located in? Sewershed TH2			
5. Collection system characteristics in project areas:			
Approximate year sanitary sewer was installed:	Host Pipe Material(s):	Pipe Size(s):	Pipe Shape(s):
1964	☒ VCP ☐ Ductile Iron ☐ Cast-Iron ☒ Concrete ☐ Asbestos ☐ PVC	18" and 8"	☒ Circular ☐ Other
6. Within the project area, is the mainline rehabilitated?			☐ Yes ☒ No
If "Yes," provide details on the year(s) the work was completed, the type and location of rehabilitation used, and if any rehabilitation of the sanitary sewer laterals within the ROW was completed.			
The mainline along Grand Avenue has not been rehabilitated, but the mainline along Riverview Drive was replaced in 1981 as part of a sewer relief project. The Village recently televised their entire sanitary sewer collection system in 2019 and these mainline segments are structurally sound and do not require any rehabilitation.			

7. Will public infrastructure work be contracted or completed with the private property work?

☐ Yes ☒ No

If "Yes", provide details of the public work.

8. Include with your application, two maps; one of the limits of the sewershed(s) or metershed(s) the project is in, and one of the project limits. The maps shall meet the following requirements.

- Maps shall use a streets or aerial view as base map.
- Major street names shall be labeled and legible.
- Limits of the sewershed(s), metershed(s), and project limits shall be defined by a bold red line.
- Sanitary and storm system line work shall be shown at a scale appropriate to the scale of the drawing
- A north arrow and legend shall be included.
- Maps shall be between 5 and 40 scale and to a standard paper size i.e. 8.5"x11, 11"x17", etc.
- Maps shall be submitted as PDF electronic files.

IV. PROJECT JUSTIFICATION

1. Has any planning and/or investigative work within the project area been completed to date? (i.e. Flow monitoring, interior home inspections, sewer CCTV, analysis of flooding/backup issues in the area, etc.) ☐ Yes ☐ No

If "Yes," was the work completed through a previous PPII funding agreement? ☐ Yes ☒ No

If the answer is "Yes" to both questions, describe the work completed and cite report names and funding agreement reference numbers the work was completed under.

If work was completed independent of the PPII program, included the report(s) with application in electronic format and list the name of the report in this section.

The Village has historically experienced basement backups at 119 Riverview, 615 Grand, and 621 Grand during heavy rainfall events. Upon review of the as-built drawings, basement elevations, and CCTV of the mainline sewers it has been determined that the laterals for these three properties are very shallow in pitch and when the mainline sewers experience a surcharge the entire lateral fills up and enters the property through the floor drain. A schematic drawing is attached to illustrate what is occurring at these sites. In addition, the CCTV investigation on the mainline has shown that significant amounts of clearwater are entering into the sanitary sewer collection system through the laterals, especially in 119 Riverview. 119 Riverview is located within the floodplain adjacent to Pigeon Creek and it is anticipated that this is a high groundwater location that is leading to I/I intrusion into the sanitary sewer system.

2. Describe how the project area and approach was chosen and prioritized.

The project area was chosen due to the following factors - these three properties have experienced basement backups in the past and they again experienced backups most recently during the 5+ inch rainfall event on August 8/9, 2021.

The approach of targeted rehabilitation was chosen due to the fact that the basement backups are not a widespread issue, just in these three properties. The rehabilitation method allows for the installation of a hung plumbing system that would seal off and not allow the surcharged sewer to back up into the property through the floordrain. Any clearwater connections into the sanitary sewer system would also be disconnected thereby eliminating any inflow.

3. What is the status of all project area sewershed(s)/metershed(s) as related to the District Chapter 3 rules for wet weather performance?

☐ Non-compliant ☒ Compliant ☐ Inconclusive ☐ Not Analyzed

If "Noncompliant," has PPII work been completed to date within the Project Area metershed(s)? If yes, provide details on the scope of work completed and location.

4. Does the municipality have any permitted (or unpermitted) wet-weather bypass locations in the project area? If "Yes," provide approximate frequency and average volume per frequency for over the last ten years.	☐ Yes ☒ No
5. Does the project area have a history of CSOs or SSOs? If "Yes," provide the frequency of occurrences over the last ten years.	☐ Yes ☒ No
6. Does the municipality have recurring basement backup reports in the project area? If "Yes", please provide the average annual number of reports in the last ten years and the estimated storm recurrence interval that typically causes basement backups. These three properties have history of basement backups that occur once every ten years. The storm duration of around a 1% occurrence (100-year) is typically the threshold.	☒ Yes ☐ No
7. Do you have metering, lift station run time, bypass pumping, basement backup, or any other pre-project baseline data?	☒ Yes – go to item 8 ☐ No – go to item 9
8. Describe and detail information on the pre-project baseline data you have collected including type, location, and date ranges. If a MMSD meter is used as a source for this data, provide meter name and location. The Village has SCADA pump run time records dating back 5+ years for the one pump station that services the entire Village. The Village also has historical records of when the basement backups have occurred at these properties. The as-built drawings were used in a detailed site survey that Village staff performed after the August 8/9, 2021 event. This survey shows the elevation of the mainline sewer in relation to the lateral and floor drain elevation in the basement. This schematic is attached to this Work Plan.	

9. Do you plan on collecting pre-project baseline data as part of this project?

☒ Yes – go to item 10

☐ No – go to item 11

10. Describe the pre-project data that will be collected to provide a baseline for improvement? If you intend to use the MMSD portable meters, list the quantity, expected time frame installation and monitoring period.

The Village will continue to monitor the pump run times via their SCADA system.

The Village also knows the duration of the rainfall events that cause these properties to backup.

11. How do you intend to report project performance results? (metrics and target objectives of the project)

The performance results will be determined by how these three properties sanitary systems perform during wet weather events that are similar in scale to 1% duration (100-year) events. It is anticipated that the work will eliminate basement backups in these properties entirely.

V. PROJECT GOALS

1. What are the municipality's goals and objectives for the completed project? Please provide qualitative and quantitative measurables for success as they relate to the goals and objectives.

Goals/objectives: eliminate the basement backups at these three properties.

Another goal of this program is to have a positive experience for the Village's residents that have experienced these ongoing basement backups.

VI. SCHEDULE

Include a schedule of the work with all major tasks and milestone dates for completion including District and municipal administrative approvals, local board/council approvals, work task start and finish, public outreach, deliverables, and reimbursements. The schedule needs to be realistic and achievable based on District approval timelines, local approval timelines, bidding process timelines, work production rates, and weather-related considerations. Identify and highlight any milestone dates by which the municipality is requesting the District to meet to keep your schedule (e.g. local council or board agenda deadlines).

Provide the schedule in PDF format.

VII. FINANCIALS

1. Include a comprehensive cost estimate broke down to the task level which includes costs for: all internal municipal staff time which is being requested to be reimbursed, professional services including hours estimates and rates, construction costs by estimated units and estimated unit costs, inspection services, public outreach, and staff training. Attach an Excel version of the estimate to the application when submitting.

2. Are other funding sources, besides MMSD PPII funds, contributing to the total project ☐ Yes ☒ No
cost? i.e. municipal funds, grant funding, property owner cost share, etc.

If "Yes," list all addition funding sources, the specific work which will be covered by an additional funding sources, and the value.

3. Describe your anticipated frequency of reimbursement requests to the District. (The funding agreement terms may dictate this frequency depending on the type of work).

Due to the small scale size of this project, the Village anticipates to request reimbursement from the MMSD after all of the construction work has taken place.

4. What department/individual/entity will be submitting and processing the reimbursement requests?
Please include the name and contact information.

Consultant Ruekert-Mielke Project Manager Jerad Wegner will be submitting the reimbursement request on behalf of Village of Thiensville's Andy LaFond.

5. MMSD requires all invoicing to be submitted via e-Builder. Will e-Builder training be necessary for the department/individual/entity that will be submitting and processing the reimbursement requests?	☒ Yes ☐ No												
6. Describe the municipal process(es) for procurement of all professional and non-professional (field work and construction) components of work and the basis for each. Professional services: Consultant submits scope of work and associated fees to Village. Construction services: The Consultant on behalf of the Village will publicly bid and award the project to the lowest responsive bidder that is approved through the MMSD contractor and vendor list.													
7. Explain the means and methods for segregating the costs (MMSD reimbursable costs and public work costs). This project will be 100% private property work. The Village intends to have this project fully funded through the MMSD PP I/I Program.													
8. Provide the names and position titles of all municipal staff that will be required to sign the funding agreement. (i.e. mayor, city/village administrator, city/village clerk, city attorney, etc.) <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Name: Van Mobley</td> <td style="width: 50%;">Position Title: Village President</td> </tr> <tr> <td>Name:</td> <td>Position Title:</td> </tr> <tr> <td>Name:</td> <td>Position Title:</td> </tr> <tr> <td>Name:</td> <td>Position Title:</td> </tr> <tr> <td>Name:</td> <td>Position Title:</td> </tr> <tr> <td>Name:</td> <td>Position Title:</td> </tr> </table>		Name: Van Mobley	Position Title: Village President	Name:	Position Title:	Name:	Position Title:	Name:	Position Title:	Name:	Position Title:	Name:	Position Title:
Name: Van Mobley	Position Title: Village President												
Name:	Position Title:												
Name:	Position Title:												
Name:	Position Title:												
Name:	Position Title:												
Name:	Position Title:												

VIII. PUBLIC OUTREACH

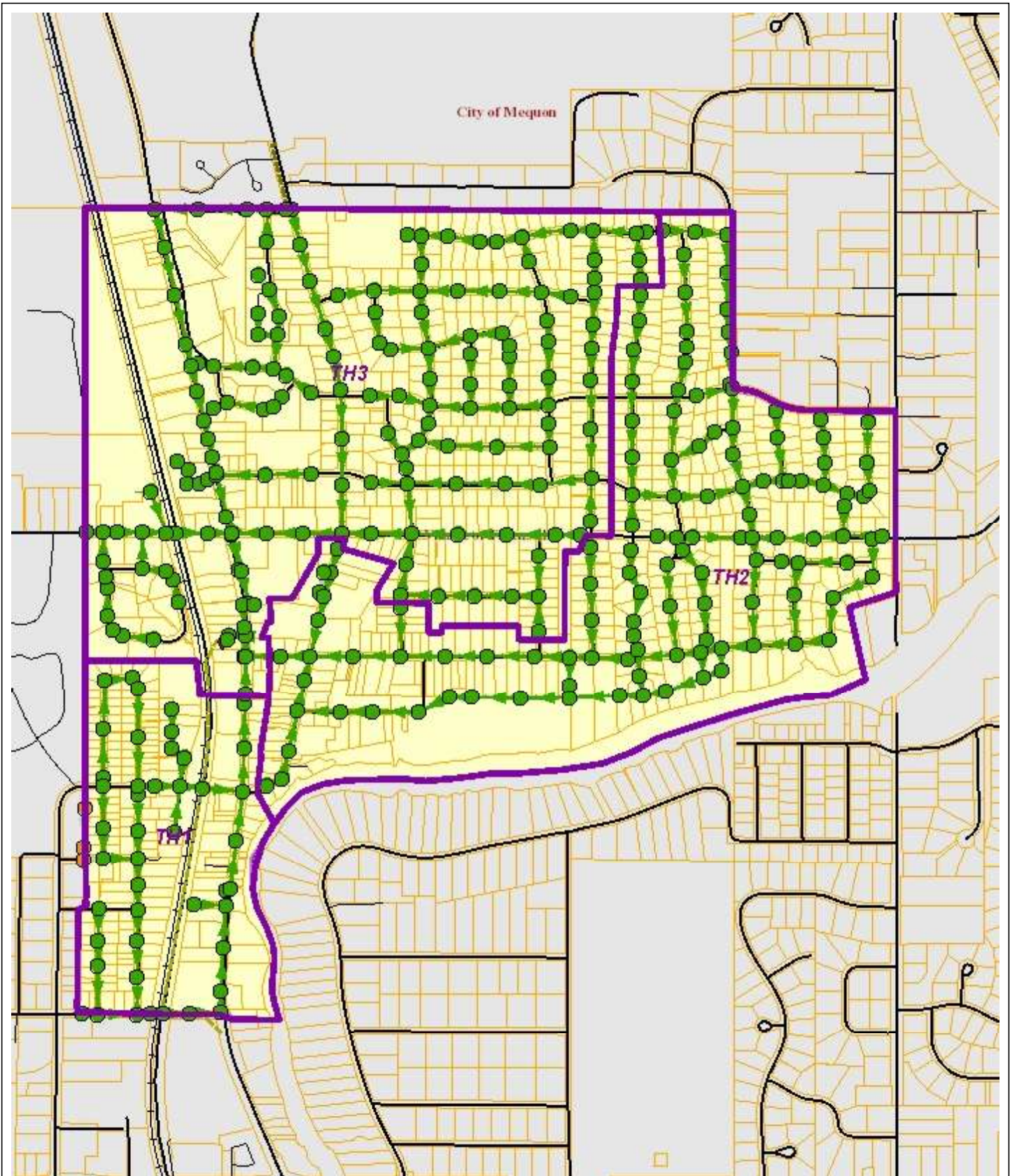
1. Describe in detail your public outreach approach and what entity/individuals/departments will be responsible for the public outreach. Describe the venues and platforms that will be used. Describe the timing and anticipated level of effort that is anticipated to be necessary for the public outreach effort. Describe any public outreach work that has already been completed or is in progress. If a specific person or entity is responsible for public outreach, include the name and contact information. (Examples of public outreach include, but are not limited to; mailings, websites, social media, canvassing, public meetings, etc.)

The Village has already had numerous conversations with these property owners, so the public outreach has been an ongoing process.

When this Funding Agreement is approved, the Village will again reach out personally to each of the three property owners to discuss the extent of the work on their private property. The Village and Consultant will review the current sewer layout and elevations of the system adjacent to their properties and explain in detail how we intend to fix their issues. The work will be fully funded through the Village's PP I/I Program allocations.

Through previous discussions with these three property owners and the fact that this work will be 100% funded, the Village anticipates that each of the three property owners will move forward with the work.

The Village and Consultant will continue to communicate with the property owners while the work is taking place and after the work is finished to ensure that they are comfortable and happy with the end product.



Village of Thiensville Sewershed Boundary Map

DISCLAIMER: The Village of Thiensville does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

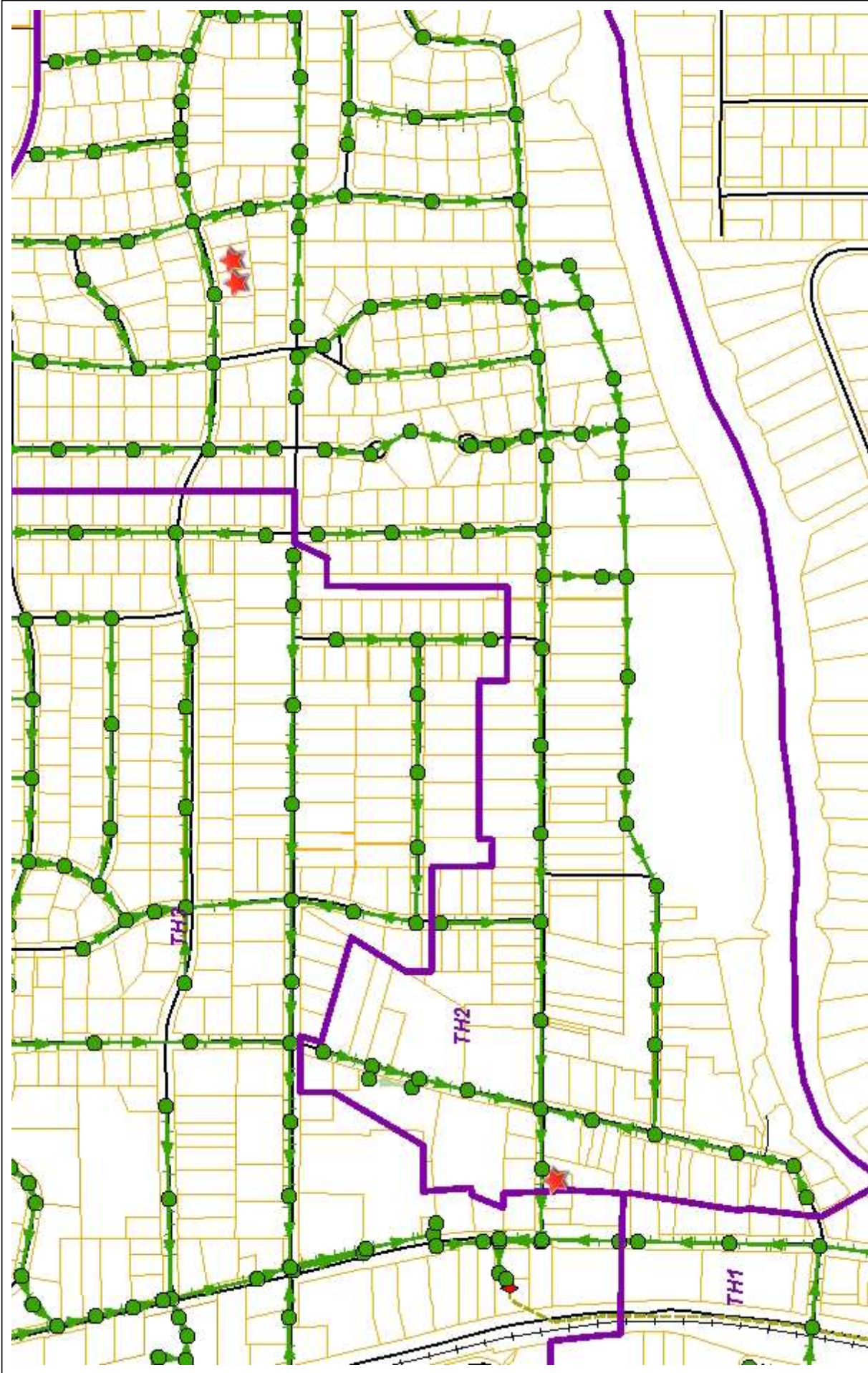


SCALE: 1 = 1505



Village of Thiensville
250 Elm Street
Thiensville, WI 53092
262-242-3720

Print Date: 10/1/2021



Village of Thiensville
119 Riverview, 615 Grand, 621 Grand



Village of Thiensville
250 Elm Street
Thiensville, WI 53092
262-242-3720



SCALE: 1" = 752'

DISCLAIMER: The Village of Thiensville does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

Print Date: 10/1/2021

Project Schedule

Task	Milestone Date
Begin onsite meetings with property owners	10-Jan-22
Begin preparation of bidding documents	14-FEB-22
Draft project manual and plans to District for review	5-APR-22
Bid advertisement 1	19-APR-22
Bid advertisement 2	26-APR-22
Open bids	3-MAY-22
Project award at Village Board	23-MAY-22
Preconstruction conference with contractor	21-JUN-22
Construction begins	5-JUL-22
Construction ends	3-NOV-22

2021 PP I/I Waste Water Pump Construction Cost Estimate

Bid Item	Item Description	Unit	Quantity	Unit Cost	Total Unit Cost
<i>Waste Water Sump Pumps</i>					
1	Standard Wastewater Effluent Pump System	EA	3	\$4,650.00	\$13,950.00
2	2-inch Wastewater Effluent Pipe	LF	180	\$65.00	\$11,700.00
3	Standard Clearwater Sump Pump System	EA	1	\$2,300.00	\$2,300.00
4	Redirect Drain Tile to Clearwater Sump Crock	EA	1	\$500.00	\$500.00
5					
SUBTOTAL:					\$28,450.00
25% Engineering Design, Bidding, and Construction Admin:					\$5,988.00
20% Contingencies:					\$5,690.00
TOTAL:					\$40,128.00

REQUESTED VALUE OF THE FUNDING AGREEMENT: \$40,000.00

ATTACHMENT B
Agreement Deliverables

Pre-Construction Deliverables (To be submitted as indicated prior to beginning of construction):

1. A minimum of a one (1) week notice of any project meetings shall be provided to the District SPM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.
2. Draft specifications, plans, and bidding documents shall be submitted to the District SPM via email or other approved digital transfer method a minimum of one (1) week prior to bidding.
3. Final bid documents shall be provided to the District SPM via email or other approved digital transfer method for review and approval prior to advertisement of the contract for bid.
4. Bid results from all procurement processes associated with the project shall be provided to the District SPM via email or other approved digital transfer method upon close of the bid process prior to award of contract.
5. Submit a template Right of Entry (ROE) Agreement for District review prior to distribution to property owners for signatures. Each ROE Agreement secured by the Municipality shall include a provision allowing the District and Municipality to enter the property for a period of three (3) years following construction for warranty inspections or project performance evaluations contingent on notification of the property owner.
6. Electronic copies of the executed contract documents shall be provided to the District SPM prior to the Municipality's issuance of the Notice to Proceed.

Construction Deliverables (To be submitted as indicated and will be reviewed with any reimbursement request):

7. All Contractor/consultant submittals to the Municipality shall be reviewed and approved by the municipal engineer or designee and supplied to the District prior to the commencement of the work contained in the submittal.
8. A minimum of a one (1) week notice of any project meetings shall be provided to the District SPM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.
9. An accurate schedule of field activities shall be provided to the District SPM via email or telephone call at least one week in advance of activity commencement.
10. Progress reports on project activities and public involvement activities shall be provided to the District SPM via email on a monthly basis.
11. Quality control and quality assurance (QA/QC) reports and testing results that are documented by the Contractors and Municipality's field engineer/inspector shall be submitted to the District SPM via email or other approved digital transfer method on a

monthly basis or with reimbursement request, whichever occurs more frequently. All QA/QC submittals shall include a summary tabulation by property indexed by tax ID number with review confirmation by the Municipality's engineer.

12. Inspection reports from the field engineer for work completed shall be submitted to the District SPM via email or other approved digital transfer method on a monthly basis or with reimbursement request, whichever occurs more frequently.
13. All construction contract deliverables organized, formatted, and delivered as specified by the contract and approved by the District. Samples of deliverable formats are recommended to be provided to the District prior to construction.

Post-Construction Deliverables (To be submitted prior to final reimbursement being processed):

14. The Final Project Summary Report shall be submitted to the District SPM via email with, or prior to, the final reimbursement request. The template that must be used can be found on the District's website: <https://www.mmsd.com/government-business/rules-regulations/private-property-i-i>
15. Copies of the Right of Entry or Access Agreements for each homeowner shall be submitted to the District SPM via email or other approved digital transfer method.
16. Documentation of the limits of the sanitary rehabilitation work and/or modifications expressed in text and graphics (map overlay) shall be provided to each participating property owner, and copied to the District. The document shall include disclosure of all known deficiencies that were not remedied, all operation and maintenance documentation/information, and the responsibilities of the property owner.
17. Municipality will be responsible for providing pre-work flow monitoring data.
18. The Municipality shall provide documentation of the resolution of all punch list items of the Municipality and the District.
19. Through a spreadsheet using the District template (provided by the District), submission of participating parcels information including without limitation: property tax id., address, and column categories of work performed by property following the District template form data fields and format.
20. Photo documentation of project work in jpeg format on disc, jump drive or other format agreeable to both parties.
21. Following completion of the Work, the Municipality shall complete a survey of all property owner participants, compile the results, and submit the survey forms and results to the District through an approved digital transfer method, format, and file type. The survey deliverable shall include a summary of results in spreadsheet format.

ATTACHMENT C
Requirements of Contractor

Contractor's Work under this Contract is funded in whole or in part by the Milwaukee Metropolitan Sewerage District's Private Property Infiltration and Inflow Program ("Program"). Pursuant to the terms of that Program, the following terms and conditions must be included in all construction contracts. Defined terms shall have the meaning assigned to them in the Funding Agreement between the District and the Municipality, which shall be provided to Contractor upon request. If a term or condition set forth herein conflicts with the terms and conditions set forth in the bid documents, the terms and conditions below take precedence.

1. **Contractor Emergency Response Plan.** Within 14 days of the Notice to Proceed from Municipality, the Contractor shall submit to the Municipality and the District an Emergency Response Plan (ERP). This plan shall include at a minimum the following information: (1) the Contractor's site representative that will be responsible for all emergency calls, 24 hours per day/7 days per week for the duration of the project with all of their contact information; (2) the contact information for the Contractor's foreman; (3) the contact information for each municipal representative that the Contractor will contact, in the event of an emergency; (4) the contact information for the District's Senior Project Manager (5) the contact information for the Clean Up/Dig Up contractor that will be on-call for emergencies throughout the duration of this project; (6) and a detailed narration of the step-by-step sequence of events and communications that the Contractor will take in the event of an emergency throughout the duration of this project.
2. **Warranty:** All Work performed under this Contract shall be warranted by Contractor for a period of no less than three (3) years from substantial completion. The warranty shall be enforceable by each of the Municipality, the District as funder, and the homeowner as it relates to a particular property. At least three (3) months prior to the end of the warranty period, Contractor shall perform a warranty inspection.
3. **Retainage:** Retainage shall be held by Municipality in compliance with Wis. Stat. § 66.0901 (9) (b), and shall not be released until the Work is complete, inclusive of the warranty inspection.
4. **Warranty Inspection:** Contractor shall complete a warranty inspection via third party of the Work, via methods approved in advance by the Municipality and the District, at least 90 days prior to the warranty expiration. All inspection results shall be provided to the Municipality and the District within fifteen (15) days of inspection. The retainage portion of this Contract shall not be paid until the warranty inspection is complete. Contractor's obligations to perform a warranty inspection shall survive termination of this Contract.
5. **Reporting:** For a period of ten (10) years post substantial completion, if the Contractor becomes aware of any problems arising with the Work, Contractor shall notify the Municipality and the District.
6. **Assignment:** The Municipality's obligations under this Contract are fully assignable to the District. The Contractor's consent is not required prior to the Municipality's assignment and the District's assumptions of Municipality's rights hereunder.



**VILLAGE OF THIENSVILLE
A PROCLAMATION HONORING
SKIPPY'S BURGER BAR
ON THEIR 25TH ANNIVERSARY**

WHEREAS, Skippy's Sports Pub, founded in Thiensville, Wisconsin, first opened in 1997; and

WHEREAS, Skippy's, a family owned business, quickly became the neighborhood fun pub for cold drinks, inviting atmosphere and great food; and

WHEREAS, Owners Kenneth and Janis Kucharski and their son Brett renovated the business in the fall of 2018 to enhance the focus on food, renaming the establishment Skippy's Burger Bar; and

WHEREAS, Skippy's Burger Bar has become a popular gathering place in the Village of Thiensville, whether it is for camaraderie and beverages or a Friday night fish fry; and

WHEREAS, Skippy's Burger Bar and the Kucharski family are an integral part of the community and have provided financial support to Village Park and numerous other civic causes over the years; and

WHEREAS, the Kucharski family have been stewards of a 167-year-old building in the Thiensville Historic District that started as a popular tavern and tourist destination when it was known as the Thiensville Hotel; and

WHEREAS, Skippy's Burger Bar is celebrating its 25th Anniversary in business as a long-standing and generous part of Thiensville.

NOW, THEREFORE BE IT PROCLAIMED, that the Village of Thiensville salutes this wonderful business for its commitment and service to our community.

In Testimony Whereof, I have hereunto set my hand and seal this 28th day of March, 2022.

Van A. Mobley
Village President

Colleen Landisch-Hansen
Village Administrator

Plan Commission Minutes
May 12, 2020
Page two of four

Planner Censky reported that playsets have been regulated the same as accessory structures which must be in the rear yard. In this case, given the specifics of the lot and the approval of Mr. Brotherhood's neighbors, Planner Censky has no issues with the placement of the playset.

Director LaFond stated that this type of structure is approved at staff level, however, due to the placement of the playset being in the side yard it was brought before the Plan Commission for review.

MOTION by Commissioner Gengler, **SECONDED** by Commissioner Luedtke to approve the Playset, Adam Brotherhood, 706 Grand Avenue. **MOTION CARRIED UNANIMOUSLY.**

C. Review and discussion regarding Noise Ordinance and Outdoor Seating

Director LaFond presented a memo proposing amendments to the Village noise ordinance that stemmed from a meeting regarding a Conditional Use Permit at a local beer garden. The Village would like to create some consistency considering the number of requests to extend hours for music. The Village's current noise ordinance has no times associated with it. Staff is seeking feedback on the proposed hours. The Village Attorney and Planner Censky are also reviewing the memo. Staff has discussed the memo with Commissioner Kucharski and appreciates his input both as a Trustee and a business owner in the district.

The aim of the ordinance revisions are to provide clarity to the ordinance as it pertains to patios, live music and events in the business district, provide a schedule of acceptable times for these activities and reduce the amount of recurring special requests to the Village Board. Even though there is nothing detailed in the ordinance, past practice has been to ask for special permission for events past 10:00 PM.

Past practice has been that businesses were told 10:00 PM end time for noise, and some were told midnight. For municipal construction projects, contractors are told 7:00 AM to 7:00 PM. Any event with noise going past 10:00 PM is when a business would request permission to go later from the Village Board.

Proposed is a time change to 6:00 AM for commercial deliveries to assist businesses with deliveries and have dumpsters emptied before traffic picks up at 7:00 AM. Some complaints pertaining to snow removal have been made as well. A change is being proposed that allows normal snow removal activities within 24 hours of the end of a snowfall or ice accumulation which is in line with our snow removal ordinance.

Proposed is that an outdoor music venue can operate from May 1 to the Thursday before Memorial Day from 10:00 AM to 10:00 PM; from Memorial Day to Labor Day (Sunday through Thursday) from 10:00 AM to 10:00 PM; and then Fridays and Saturdays 10:00 AM to 10:30 PM, 11:00 PM or midnight – to be discussed. From Labor Day to October 3, the permitted time would be 10:00 AM to 10:00 PM. The proposal asks businesses to provide a schedule and a site plan at the beginning of the season. Patios and beer gardens could operate from 7:00 AM to midnight without amplified sound. Consideration is being made to cover future businesses not yet in existence in the Village or current businesses that want to include live music.

Director LaFond added that he has looked at similar ordinances from other municipalities. Some include decibel limits of 85 or 75 at the lot line, however, this is hard to enforce. Also, considered is allowing businesses to make special requests twice a year for a special event even if the establishment changes ownership.

Plan Commission Minutes
May 12, 2020
Page three of four

The Village Attorney and Chief of Police will review and consult on enforcement.

Commissioner Dyer stressed consistency is the problem. Commissioner Hughes believes ending music by 11:00 PM is reasonable.

Commissioner Gattoni referenced the recent request by the baaree to extend hours and added that a decibel limit becomes very arbitrary. Turning speakers the other direction may not always help and a level of 75 decibels is equivalent to the sound made by a dishwasher. Commissioner Gattoni favors allowing music in the area and added that the Police Department should have specific equipment to measure noise levels.

Commissioner Kucharski stated that 85 to 89 decibels is similar to the music in the tent at Lionfest. Commissioner Kucharski suggested that the ordinance should include specifics about the meter that will be used to measure sound levels. Commissioner Kucharski supports ending music at 10:30 PM to be respectful to nearby residents and uniform patio hours which makes a level playing field for all businesses in the area.

Enforcement of the noise level is a concern of Commissioner Gattoni.

Commissioner Gengler voiced concern that if a 10:30 PM ending time is established that the music will go on until 11:00 PM. Commissioner Gengler also added that many neighbors do not call to complain because they don't want to be on a list of complainers. Commissioner Gengler agrees with Commissioner Hughes' idea of ending music at 11:00 PM and that adopting good guidelines is a necessity.

Commissioner Luedtke favors a 10:30 PM end-time for the music because it will take additional time to take down equipment and supports sitting outside later.

Commissioner Kucharski commended Village staff for putting a lot of work into the proposed noise ordinance.

Director LaFond clarified that the proposed ordinance allows music until 10:00 PM each day of the week with Fridays and Saturdays until 10:30 PM or 11:00 PM.

Commissioner Kucharski suggested that the Plan Commission could review the decibel guidelines in the ordinance after everyone has some experience with how it works.

D. Review and discussion regarding Small Business Temporary Measures During Social Distancing Restriction

Director LaFond stated that the Village would like to do whatever it can to help small businesses get back on their feet in light of the health pandemic. The Village will accommodate requests for tents, banners and signs, extending patio sizes and other temporary measures that will assist businesses with more flexibility during this time. Approvals would be conditional with an end date or a review date in September.

Planner Censky indicated that other communities are taking similar steps. For instance, the City of Cedarburg gave additional approval to allow staff to approve some requests and directed police to ease up on enforcement.

Commissioner Gengler appreciates the thought process of Village staff. Chairman Mobley added the Village is trying to work with everyone and make the best of the situation.

- C. Review and approval of 2019 Financial Statements Prepared by Baker Tilly Virchow Krause & Co., LLP

MOTION by Trustee Azinger, **SECONDED** by Trustee Eckert to approve 2019 Financial Statements Prepared by Baker Tilly Virchow Krause & Co., LLP. **MOTION CARRIED UNANIMOUSLY.**

- D. Review and approve of 2019 Thiensville Police Department Annual Report

MOTION by Trustee Lange, **SECONDED** by Trustee Kucharski to approve and accept 2019 Thiensville Police Department Annual Report. **MOTION CARRIED UNANIMOUSLY.**

- E. Review and approval of Special Event Requests from Jesse Daily, baaree, 107 Buntrock Avenue, to Extend Noise Ordinance for Friday, June 26, Friday, July 24 and Saturday, August 22, 2020 Until Midnight

MOTION by Trustee Eckert, **SECONDED** by Trustee Abraham to approve Special Event Requests from Jesse Daily, baaree, 107 Buntrock Avenue, to Extend Noise Ordinance for Friday, June 26, Friday, July 24 and Saturday, August 22, 2020 Until Midnight. **MOTION CARRIED UNANIMOUSLY.**

- F. Review and approval of 2019 MS4 Annual Report

MOTION by Trustee Azinger, **SECONDED** by Trustee Eckert to approve 2019 MS4 Annual Report. **MOTION CARRIED UNANIMOUSLY.**

- G. Review and approval of Certificate of Recognition for Attaining Rank of Eagle Scout, Sayer Vertz, Boy Scout Troop #852

MOTION by Trustee Azinger, **SECONDED** by Trustee Lange to approve Certificate of Recognition for Attaining Rank of Eagle Scout, Sayer Vertz, Boy Scout Troop #852. **MOTION CARRIED UNANIMOUSLY.**

H. Review of Noise Ordinance Staff Report

Director LaFond shared that a noise ordinance amendment is being looked into and is seeking feedback from the Board this evening. The Plan Commission recently took a request from a local beer garden to extend their patio hours past 10:00 PM which is their listed end time in their Conditional Use Permit. The request was to end music at 10:00 PM but to stay open until 11:00 PM on Fridays and Saturdays. There were about 4 or 5 residents that did join this Public Hearing by Zoom that did complain about noise and about discrepancies as to what time the baaree has been actually closing. After looking into noise complaints filed with the Police Departments it was found that only one noise complaint was filed which was resolved quickly. This business is controlled by its Conditional Use Permit and there are really no other restrictions with other businesses.

The noise ordinance as it is now, does not have times indicated. A new ordinance would provide some consistency within the district as well as eliminate special requests.

Board of Trustees Minutes
May 18, 2020
Page fourteen of sixteen

The existing ordinance states that no person shall make or cause to be made any loud, disturbing or unnecessary sound 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 7:00 AM to 7:00 PM. Proposed is changing the 7:00 AM time to 6:00 AM for the commercial district.

Also, in the past snow removal complaints have been received. The ordinance does not limit normal and ordinary snow removal activities during and within 24 hours of the end of a snowfall or ice accumulation nor does the Ordinance limit municipal snow removal activities anytime.

Definitions of outdoor music venues and patios was included as well as general restrictions. In summary, May 1st through the Thursday before Memorial Day, proposed is that live music and outdoor sound equipment can be used from 10:00 AM to 10:00 PM, from Memorial Day to Labor Day from 10:00 AM to 10:00 PM Sunday through Thursday and 10:00 AM to either 10:30 PM or 11:00 PM. The Plan Commission recommended the end time of either 10:30 PM or 11:00 PM. When the summer is over, the hours would go back to 10:00 AM to 10:00 PM.

A schedule at the beginning of the season for staff review would be required as well as a site plan.

A patio and beer garden without music would operate from 7:00 AM until 12:00 AM.

For consideration as well is a special permit to go past the 10:30 PM or 11:00 PM end time, issuing no more than two permits per establishment per year.

As far as enforcement, this could be tied to the liquor license or a new outdoor venue license could be created.

When considering the end time of 10:30 PM or 11:00 PM, Trustee Holyoke supports the 11:00 PM end time on Fridays and Saturdays and 10:00 PM the rest of the week (including Sundays).

Trustee Kucharski stated that a lot of legwork and thought has gone into this by Administrator Landisch-Hansen and Director LaFond. Trustee Kucharski believes a level playing field for all businesses is a good thing and feels like a happy medium would be to close at 10:30 PM and that a decibel level should be indicated and enforced.

Trustee Eckert supports the two special permits per year. Trustee Abraham agrees.

Trustee Azinger would defer to the Village Attorney's recommendation regarding decibel level and enforcement. Trustee Azinger also suggested that the outdoor music only be allowed to be played when there are patrons present and not just have it on.

Trustee Lange supports a 10:30 PM end time.

A draft ordinance will be before the Board in June.

I. Review and approval of:	
BOARD APPOINTMENTS:	
<u>Board Representative to Mid-Moraine</u>	David A. Lange, One-Year Term
<u>Community Development Authority</u>	Rob Holyoke, One-Year Term David A. Lange, One-Year Term
<u>Historic Preservation Commission</u>	Jennifer Abraham, One-Year Term

Chief Reiels emphasized that there is really no cheap option whether staying autonomous or joining a consortium of some sort. Administrator Landisch-Hansen agreed, consolidating does not necessarily mean less dollars, and this is something that will need to be reviewed once the results come back.

MOTION by Trustee Azinger, **SECONDED** by Trustee Kucharski to recommend to the Village Board to approve 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. **MOTION CARRIED UNANIMOUSLY.**

C. Review and recommendation regarding Ordinance No. 2020-04 An Ordinance Repealing and Replacing Section 30-1 Regarding Noise and Outdoor Noise

Director of Community Services/Public Works Andy LaFond shared that this amendment to the noise ordinance was presented to the Plan Commission for comments and was then before the Board in May. The Village Attorney has incorporated these comments in the proposed Ordinance. To be discussed are the end time hours between Memorial Day and Labor Day whether that be 10:30 PM or 11:00 PM; the Ordinance is drafted currently with 11:00 PM. Suburban Harley is looking at having outdoor movie nights which could potentially go until 11:00 PM.

Trustee Kucharski likes the way the Ordinance is written and also believes there should be a decibel limit of 70-75; 85 is too high. The decibel level of 85-90 equates to Lionfest. Area communities have a decibel limit in the 60's in their business district. The Village will also have to be willing to invest in a sound level meter which should be up to the Police Department to decide on what type is appropriate. There are specific meters that are made for law enforcement.

Trustee Azinger believes the Ordinance is reasonable, likes the 11:00 PM end time and stated that decibels are tough to measure and questioned enforcement. Trustee Azinger suggested using 85 decibels allowing the Police Department to use discretion.

Trustee Lange agrees with Trustee Kucharski that a decibel meter is needed and supports the 11:00 PM end time.

Trustee Abraham is in support of the proposed Ordinance.

Trustee Eckert is okay with 85 decibels and suggested that the Police Department issue warnings as enforcement. Trustee Holyoke agrees and stated that this could be revisited if problems occur.

MOTION by Trustee Holyoke, **SECONDED** by Trustee Azinger to recommend to the Village Board to approve Ordinance No. 2020-04 An Ordinance Repealing and Replacing Section 30-1 Regarding Noise and Outdoor Noise with an 85 Decibel Limit and End Time of 11:00 PM on Fridays and Saturdays from Memorial Day through Labor Day. **MOTION CARRIED UNANIMOUSLY.**

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

Administrator Landisch-Hansen indicated that any changes to the parking lot lease would need to be made 60 days prior to August 17, 2020. Currently, the lease is year-to-year.

The lease can be amended to remove Michael Koepke. Trustee Holyoke supports reverting the lease to only include Mr. Mueller.

Mr. Mueller is requesting a 5-year lease extension instead of year-to-year and to remove Mr. Koepke from the lease. President Mobley supports a year-to-year lease. Mr. Mueller questioned why a 5-year lease is not recommended and stated that he personally has \$8,000 invested in the parking lot. Initially, Mr. Mueller leased this lot from We Energies and has made improvements. The Village since has purchased this lot for access to the lumberyard.

- D. Review and approval 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

MOTION by Trustee Azinger, **SECONDED** by Trustee Holyoke to approve Resolution 2020-07 to Engage the Services of the Wisconsin Policy Forum and Participate in a Joint Fire/EMS Study via Memorandum of Understanding. **MOTION CARRIED UNANIMOUSLY.**

- E. Review and approval of Ordinance No. 2020-04 An Ordinance Repealing and Replacing Section 30-1 Regarding Noise and Outdoor Noise

Administrator Landisch-Hansen noted one change to the Ordinance presented at the Committee of the Whole meeting. Item 2. d. should indicate 11:00 PM instead of 12:00 AM.

MOTION by Trustee Azinger, **SECONDED** by Trustee Abraham to approve Ordinance No. 2020-04 An Ordinance Repealing and Replacing Section 30-1 Regarding Noise and Outdoor Noise With the Change to Item 2. d. Indicating the Time of 11:00 PM Instead of 12:00 AM. **MOTION CARRIED UNANIMOUSLY.**

- F. Review and approval of Amended Parking Lot Lease Between the Village of Thiensville and Greg Mueller Upholstery, 121 South Main Street, Lease to Expire on September 21, 2020

Administrator Landisch-Hansen shared a letter from Michael Koepke regarding his view on the renewal of the lease at 121 South Main Street. Mr. Koepke was not present. Mr. Greg Mueller would like to remove Mr. Koepke from the lease with the new lease agreement be between only the Village of Thiensville and Greg Mueller Upholstery as originally drafted. The Board can decide to extend the lease or not extend and have the lot become a municipal lot once again. The Village would do all maintenance on the lot if it were used as a municipal lot.

The municipal lot on Buntrock Avenue is generally full. The lot at 121 South Main Street has 10 parking spots. The parking lot lease is for \$400 per year.

Mr. Mueller's views are clear that he would like Mr. Koepke off the lease.

Trustee Holyoke would like to extend the lease to Mr. Mueller only at \$400 per year. Mr. Mueller has made improvements to this lot. Trustee Kucharski agrees with Trustee Holyoke.

Trustee Azinger inquired if this lease was not extended, would Mr. Mueller be able to sustain his business and would support turning this lot over to the Village if both businesses had adequate parking.

Trustee Eckert stated that Mr. Mueller has been a great part of the community for many years and would like to hear from Mr. Mueller. President Mobley asked if Mr. Mueller had anything new to share. Mr. Mueller did state that to put that parking lot in, a driveway was put through his back yard to get to that parking lot. If this is a municipal parking lot, how can he restrict people from going through his private property to get to it. President Mobley suggested signage. Mr. Mueller believes he would have to put up a fence due to the liability of public traffic going through his property.

President Mobley reminded Mr. Mueller that this lot does not belong to Mr. Mueller.

**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 1st of each year through April 30th of each year.
 - (b) Between 10:00 PM to 10:00 AM May 1st of each year to the Thursday preceding Memorial Day and the Monday after Labor Day until October 31st.
 - (c) From the Friday preceding Memorial Day to Labor Day, 10:00 PM to 10:00 AM Sunday 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.

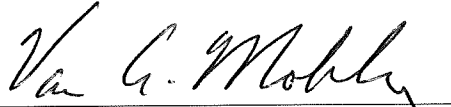
- c. Dining Patios and Beer Gardens shall be clear of all patrons from 12 am midnight to 7:00 am.
- d. Sound equipment may not be operated under this chapter in a manner that produces sound exceeding 85 decibels at any time nor shall any such sound be audible between 11:00 p.m. and 10:00 a.m. on any 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 15th day of June, 2020.



Van A. Mobley, Village President

ATTESTED TO:



Amy L. Danglois, Village Clerk