VILLAGE OF THIENSVILLE
Committee of the Whole
AGENDA

DATE: Monday, May 2, 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 (EXCUSED) 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 Fire Department will be heard during Business Item A.

IV. BUSINESS

A. Discussion, public comment and recommendation regarding Resolution No. 2022-06 A

Resolution Approving an Intergovernmental Agreement Between the Village of Thiensville and the City of Mequon Establishing the Southern Ozaukee Joint Fire & Emergency Medical Services (EMS) Department (att)

B. Review and recommendation regarding Extending Franchise Agreement for Five Years, Fiddleheads, 192 South Main Street, to Allow Private Use of Public Right-of-Way (att)

C. Review and recommendation regarding Extending Franchise Agreement for Five Years, cheel, llc, 105 South Main Street, to Allow Private Use of Public Right-of-Way (att)

D. Review and recommendation regarding Request from Jesse Daily, Daily Taco, to Extend Noise Ordinance Until Midnight for cheelabration, July 23, 2022, 105 West Freistadt Road (att)

E. Discussion regarding No Mow May (Trustee Holyoke)

F. Review and recommendation regarding appointing the following New Fire Department Members:

1. Doug Chimenti
2. Spencer E. Fech
3. John Marcquenski
4. George C. Sladky

G. Review and recommendation regarding the following License Approvals - Renew:

1. Class B Beer and Class B Liquor
    a. Big Day LLC, Skippy's Burger Bar, Kenneth Kucharski, Agent, 113 Green Bay Road
2. Class B Beer and Class C Wine
    a. Grace Lutheran Church, William Beyer, Agent, 303 Green Bay Road
    b. Shully's Events LLC, Shully's Cuisine & Events, Scott Shully, Agent, 143 Green Bay Road

c. Thiensville Fire Department, Inc., John Kukla, Agent, 251 Elm Street

3. Class A Beer and Class A Liquor

a. Pigeon Creek Wine & Liquor, LLC, Scott Shully, Agent, 144 Green Bay Road

b. Walgreen Co., Walgreens, Aaron Mueller, Agent, 278 North Main Street

4. Class A Beer and Class A Liquor

a. Shully Catering, Inc., Shully's Cuisine & Events, Scott Shully, Agent, 146 Green Bay Road

H. Cigarette License:

1. Walgreen Co., Walgreens, 278 North Main Street

I. Coin Machine Permit:

1. Big Day, LLC, Skippy's Burger Bar, 113 Green Bay Road

J. Review and recommendation regarding Temporary Class B Beer and Class B Wine License for Community Fun Events, Inc., Family Fun Before the Fourth, June 25, 2022, Village Park, 251 Elm Street

K. Review and recommendation regarding Temporary Class B Beer and Class B Wine, Thiensville-Mequon Lions Club, Lionfest, June 9, 10, 11 and 12, 2022, Village Park, 251 Elm Street

L. Review and recommendation regarding the following Operator's Licenses - New:

1. Shully's Cuisine & Events, 146 Green Bay Road

a. Olivia Marie Bruntjen

b. Jacob Shully

M. Review and recommendation regarding the following Operator's Licenses - Renewals:

1. cheel, llc/Daily Taco/baaree, 105 South Main Street, 105 West Freistadt, 107 Buntrock Avenue

a. Barkha Daily

b. Jesse Daily

2. Grace Lutheran Church, 303 Green Bay Road

a. William Carl Beyer

b. Steven M. Mussatti

3. Shully Catering/Shully's Cuisine & Events, 146 Green Bay Road

a. Timothy Dorau

b. Pamela Helen Johnson

c. Scott Steven Jones

d. Melissa Beth Kerhin

e. Lizbeth Ann Leder-Shein

N. Review and recommendation regarding the following Board Appointments:

1. <u>Community Development Authority</u>
Kristina Eckert, One-Year Term
David Lange, One-Year Term

2. <u>Historic Preservation Commission</u>
Jennifer Abraham (Chair), One-Year Term
Angelina Apostolos, One-Year Term

3. Mequon-Thiensville Bikeway Commission
Rob Holyoke, One-Year Term

4. Mid-Moraine
David Lange, One-Year Term

5. Plan Commission
Van A. Mobley, One-Year Term
Ken Kucharski, One-Year Term

6. Telecommunication & IT Oversight Committee
Kristina Eckert, One-Year Term

7. Weyenberg Library Board
Jennifer Abraham, One-Year Term

O. Review and recommendation regarding the following Citizen Appointments:

1. Community Development Authority
David Koskinen, 509 Park Crest Drive, Four-Year Term
John R. Rosing, 512 Alta Loma Drive, Four-Year Term

2. Historic Preservation Commission
Mary Giuliani, 409 Susan Lane, Three-Year Term

3. Mequon-Thiensville Bikeway Commission
John Liegeois, 513 Park Crest Drive, Three-Year Term

4. Plan Commission
Michael J. Dyer, 600 Bel Aire Drive, Three-Year Term
Carol Gengler, 137 Buntrock Avenue, Three-Year Term

5. Police Disciplinary Oversight Committee
Ellen MacFarlane, 718 East Freistadt Road

6. Weyenberg Library Board
Alex Lemke, 301 Madero Drive, Three-Year Term

7. Zoning Board of Appeals
Laura Davis, 507 Park Crest Drive, Three-Year Term (att)

P. Review and recommendation regarding the following Staff Appointments:

1. Director of Community Services/Public Works
Andy J. LaFond, Four-Year Term

2. Village Clerk/Deputy Treasurer
Amy L. Langlois, Four-Year Term

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

A. Discussion regarding Thiensville Fire Department

B. Acceptance/Report of Gifts Received

1. $100.00 to the Thiensville Fire Department from Robert and Sheryl Pentler

2. $500.00 to the Thiensville Police Department-Bike Safety from the Thiensville-Mequon Lions Club, Inc.

3. $1,000.00 to the Thiensville Police Department-Auxilary from the Thiensville-Mequon Lions Club, Inc.

4. $750.00 to the Thiensville Fire Department from the Thiensville-Mequon Lions Club, Inc.

VI. ADJOURNMENT

Amy L. Langlois, Village Clerk

April 29, 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

250 Elm Street
Thiensville, WI 53092-1602

Phone (262) 242-3720
Fax (262) 242-4743

TO: Thiensville Village Board
FROM: Colleen Landisch-Hansen, Village Administrator
DATE: April 18, 2022
SUBJECT: Intergovernmental Agreement – Southern Ozaukee Fire and Emergency Medical Services

Background

Over the past 5 years, Thiensville has been making strides to address the staffing and coverage concerns experienced by our Paid-On-Call (POC) Fire Department which is no different than most other POC departments across the nation. This includes adding an incentive stipend program to improve coverage gaps, adding our first full-time paramedic, increasing pay rates and recently adding another full-time paramedic. Since becoming Village Administrator in 2019, I have been meeting regularly with many of the other Ozaukee County municipalities about their fire department staffing concerns and gaps in coverage. These meetings led to the municipalities collectively engaging the Wisconsin Policy Forum (WPF) and participating in a study that would analyze potential options for the municipalities to collaborate on fire and EMS services. This report was released in March of 2021 and outlined six (6) options, all of which recommended the addition of full-time staffing. Since the release of this report, the municipalities have continued to meet and discuss these option and next steps. One of the options discussed in the WPF study was two-way consolidation, where two departments would consolidate their operations as a means of sharing the cost of enhanced full-time staffing while also gaining efficiencies. In December of 2021, the City of Mequon and the Village of Thiensville entered into a Memorandum of Understanding (MOU) to examine the feasibility of combining our two fire departments. By approval of the MOU, the Joint Working Group was formed which includes both communities' chief elected officials, administrators, fire chiefs, and deputy fire chiefs. The Joint Working Group has been meeting on an almost weekly basis since the middle of January. These meetings have focused on the framework established by the MOU (governance, administration/management, finance, staffing, equipment, facilities, emergency dispatch, response time, and future growth/needs). The product of these meetings, an intergovernmental agreement (IGA) for the formation of a new organization that combines both the Thiensville and Mequon Fire and EMS departments, is included in this packet. This is a negotiated document that the Joint Working Group believes is now ready for consideration by both the City of Mequon Common Council and the Village of Thiensville Village Board. The Mequon Common Council unanimously approved the agreement at their April 12th meeting. The Village Board will consider the agreement on Monday, May 2nd for recommendation to the Village Board. Action by the Thiensville Board would be on Monday, May 16th.

Other Interest

Beginning in late February, both the City and the Town of Cedarburg expressed interest and had representatives attending the Joint Working Group meetings. An amended MOU was approved in March to include their respective representatives in the Joint Working Group to discuss a potential larger consolidation of four (4) communities in the future.

Intergovernmental Agreement Summary

The Southern Ozaukee Fire and Emergency Medical Services Agreement establishes a joint operating fire and emergency medical services department for the City of Mequon and the Village of Thiensville. This will be a newly created organization beginning January 1, 2023 (Merger Date) with its own operating budget separate from the municipalities. Beginning July 1, 2022 (Joint Services Date) through the end of 2022, both the Mequon and Thiensville fire departments will operate under joint command. Key provisions of the agreement include the following:

- Board of Directors: The five (5) person Board of Directors is made up of two (2) Thiensville representatives (Village President and Village Trustee) and three (3) Mequon representatives, (Mequon Mayor, Common Council President, and a Mequon resident). Quorum consists of three (3) voting members of the Board; however, at least one voting member from each municipality must be present. The Board will meet at least quarterly, and will be responsible for approving matters related to the budget, capital acquisitions/disposals, compensation, mutual aid, fees, and amendments to the IGA.
- Joint Fire Commission: Comprised by all the members from the Board of Directors. The Commission shall have the conventional powers accorded to such bodies under state law, including hiring, discipline and termination of the department employees. Meetings will be held at least once a year.
- Finances: The department will maintain financial records separate from the City and the Village, this includes revenues, expenses, payroll, and insurance.
- Capital Equipment: The sale, exchange, conveyance, or transfer of assets with a market value of over $100,000 requires approval of a majority of the Board and at least one representative from each municipality. Each municipality will allow the department to use the fire and EMS apparatus and vehicles currently owned through December 31, 2023. On or before, December 31, 2023 it shall be determined which pieces of such apparatus and vehicles are necessary for ongoing operations of the Department and shall purchase those pieces from the municipalities. The department will pay the municipality over a ten (10) year period plus interest for the apparatus and/or vehicles purchased. Apparatus and vehicles not purchased by January 1, 2024 will remain the property of the municipality for disposal as it may choose.
- Fire Stations: The municipalities will give the department use and control of the current buildings or portion of buildings to be used by the department. The municipalities will still hold ownership. A facilities plan should be developed by December 31, 2024 and thereafter be implemented. There is not an immediate plan to close the Thiensville station.
- Funding Formula: Thiensville allocation is 15.57% of the department's net operating and capital improvement expenses, Mequon is 84.43%. This ratio is based on the current budgetary proportions of Mequon and Thiensville's combined fire and EMS 2022 expenditure budgets. The funding formula can be renegotiated as of December 31, 2027 and every five years thereafter. If another municipality would be added to the agreement, the funding formula would change to a proportion of usage (call volume), population, and equalized value of improvements.
- Term: This agreement is in effect through December 31, 2027. After the initial 5 year term, a municipality may withdraw after providing a two-year notice. If no notice is given, this agreement shall remain in effect in perpetuity.

Staffing Model

Upon execution of this agreement the department will take a phased approach to adding full-time staffing over the next five (5) years. By 2027, the department will have a full-time EMS division with 3 fully staffed ambulances 24/7/365. This will be supplemented by Paid-On-Call staff for some EMS and all fire calls.

Exhibit A – Initial Plan

This is an outline of all the tasks that need to be completed upon execution of the Joint Services Date and the Merger Date. This plan details the implementation and the initial operations of the newly formed department. For the remainder of 2022, the aggregate cost of services described shall equal the combined budgets of both municipalities.

Exhibit B – Financial Forecast

This is a conservative forecast for the duration of the initial term of the IGA and will serve as a model for future years.

Recommendation

Recommendation considered by the Committee of the Whole on May 2, 2022

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made as of this 13th day of December 2021, by and between the City of Mequon ("Mequon") and the Village of Thiensville ("Thiensville") (collectively, "the two communities").

RECITALS

A. Mequon and Thiensville each individually 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. Mequon and Thiensville both seek to continue to provide effective and efficient Fire & EMS Services to their respective residents, businesses and institutions.

C. Mequon and Thiensville have both identified significant challenges to the continued provision of effective and efficient Fire & EMS Services including current and future budget considerations 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, 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 explore a two-way consolidation, as enumerated in the WPF study.

G. Efforts directed towards establishment of one, unified Mequon and Thiensville Fire & EMS Department do not preclude one or both of the communities from continuing to participate in potentially larger consolidation discussions with the other communities that participated in the WPF study.

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

BASED UPON THE FOREGOING RECITALS, and in consideration of the promises and obligations set forth herein, the City of Mequon and the Village of Thiensville agree as follows:

1. The City of Mequon and the Village of Thiensville shall formally establish a Joint Fire & EMS Working Group ("Joint Working Group") comprised of each municipality's Chief Executive Officer, Administrator, Fire Chief and Deputy Chief to establish the necessary framework by which the two departments 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 either the City or Village (e.g., an additional elected official, City/Village attorney, finance director, consultant, etc.) that the Joint Working Group's core members may deem necessary to support the establishment of such a unified operating entity.

3. In establishing the framework by which the Mequon and Thiensville Fire & EMS Departments may consolidate into one, unified entity, the Joint Working Group will examine 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 each of the governing boards in 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 Mequon and Thiensville decide to pursue consolidation(s). Further, this MOU shall impose no legal obligation on either of the two communities; rather, it expresses the intent of the two communities. Either or both of the two communities may withdraw from this MOU at any time by providing written notice to the other.

CITY OF MEQUON

John M. Wirth

John M. Wirth, Mayor

ATTEST:

Caroline Fochs

Caroline Fochs, Clerk

Approved As To Form

Brian C. Sejdak
City Attorney

VILLAGE OF THIENSVILLE

Van A. Mobley

Van A. Mobley, President

ATTEST:

Amy Langlois

Amy Langlois, Clerk

VILLAGE OF THIENSVILLE

RESOLUTION NO. 2021-16

A RESOLUTION APPROVING
MEMORANDUM OF UNDERSTANDING
BETWEEN THE VILLAGE OF THIENSVILLE AND THE CITY OF MEQUON
ESTABLISHING A JOINT FIRE & EMS WORKING GROUP

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

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

WHEREAS, the communities have determined that current and future budget considerations and staffing constraints pose a challenge to providing effective and efficient Fire & EMS Services and the two communities agree to study ways that Fire & EMS Services may be provided with synergy, reduced duplication and increased flexibility; 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:

1. The Memorandum of Understanding between the Village of Thiensville and the City of Mequon described above in the form attached, is approved.

2. The Village officials identified in the Memorandum of Understanding are hereby authorized and directed to execute and deliver the same on behalf of the Village.

PASSED AND ADOPTED by the Village Board of the Village of Thiensville, County of Ozaukee, State of Wisconsin on this 13th day of December, 2021.

Van A. Mobley

Van A. Mobley, Village President

Amy L. Langlois

Amy L. Langlois, Village Clerk

SOUTHERN OZAUKEE
FIRE AND EMERGENCY MEDICAL SERVICES
AGREEMENT

THIS SOUTHERN OZAUKEE FIRE AND EMERGENCY MEDICAL SERVICES AGREEMENT ("Agreement") is made by the Village of Thiensville ("Thiensville") and the City of Mequon ("Mequon") pursuant to the provisions of Wisconsin Statutes Sections 61.65 and 66.0301. As used in this Agreement, Thiensville and Mequon are referred to individually as a "municipality" and collectively as the "municipalities." This Agreement is dated as of and shall bind the municipalities upon execution after adoption by the governing body of each municipality of a resolution approving this Agreement and authorizing its execution (the "Effective Date").

RECITALS

A. The municipalities have determined that their communities will benefit from unified, integrated fire and emergency medical services.

B. The municipalities intend by this Agreement to establish a jointly operating fire and emergency services department (the "Department") upon the terms set forth below.

C. The Department shall provide the following services for the municipalities, all as determined by the Board pursuant to this Agreement: firefighting, review of commercial plans for fire protection and suppression, fire inspections, fire safety education and paramedic, first responder, medical transport and other emergency medical services.

AGREEMENTS

NOW THEREFORE, in consideration of the following mutual covenants and conditions, the municipalities agree:

1. Definitions. As used in this Agreement, the following terms and phrases have the following meanings:

(a) "Board" has the meaning given to it in Section 4.

(b) "Capital Improvement Budget" means a single or multi-year budget for Capital Improvement Expenses in addition to those set forth in the Operating Budget.

(c) "Capital Improvement Expenses" means expenditures for the construction or reconstruction of building improvements, the replacement or addition or major building systems (e.g., heating air conditioning, electric and plumbing systems), replacement of parking lots and purchases of any equipment that has a life of at least five years and a purchase price of at least $100,000.

(d) "Commission" has the meaning given to it in Section 5.

(e) "Initial Plan" has the meaning given to it in Section 3.

(f) "Joint Services Date" means July 1, 2022.

(g) "Merger Date" means January 1, 2023.

(h) "Net Operating Expenses" means the Operating Expenses for a year, net of Service Fees collected and any revenue received from sources other than the municipalities (including, for example, fire insurance dues), but excluding the municipalities' contributions.

(i) "Operating Budget" means a calendar year budget substantially in the form prescribed by Wisconsin Statutes Section 65.90 for the Department, including income, Operating Expenses and routine annual capital expenditures.

(j) "Operating Expenses" means the usual and ordinary costs of operating the Department on an annual basis, including without limitation personnel costs, insurance, the costs of operating, repair and routine maintenance of buildings used by the Department and the costs of operating, repair, maintenance and routine replacement of the Department's physical assets. Operating Expenses does not include Capital Improvement Expenses.

(k) "Service Fees" include ambulance and paramedic revenue; burn permits (if allowed by a municipality); fire assistance fees; accident fees; plan review, fire inspection, sprinkler inspection and similar fees; false alarm fees; and any fees adopted by the Board after the Joint Services Date.

2. Name. The Department shall be known as the Southern Ozaukee Fire and Emergency Medical Services Department.

3. Implementation.

(a) Commencing as of the Joint Services Date, the Mequon Fire Chief shall also serve as the Thiensville Fire Chief.

(b) From and including the Joint Services Date through and including December 31, 2022, the Mequon Fire Department and the Thiensville Fire Department shall operate under joint command. During such period, employees and equipment of each department may be deployed to either municipality; however, employees shall remain employed by the municipalities by which they are currently employed and each department shall continue its current billing and other functions, maintain inventories of parts and supplies consistent with past practices and maintain its apparatus and vehicles consistent with past practice.

(c) As of the Merger Date, the Thiensville Fire Department and the Mequon Fire Department shall cease to exist independently and shall be merged into the Department as one unified, integrated fire and emergency medical services department.

(d) Exhibit A sets forth a plan for implementation and initial operation of the Department (the "Initial Plan") subject to the terms of this Agreement. During calendar year 2022, the aggregate cost of the services described above shall equal the combined budgets of the municipalities for such services.

(e) Exhibit B sets forth a model for future years. Unless otherwise determined by the Board or agreed by both municipalities, the Department shall hire the employees specified on Exhibit B. In all other respects, the model set forth on Exhibit B simply expresses a concept that the Board may adjust in the future.

4. Board of Directors. Pursuant to Wisconsin Statutes Section 66.0301, the Department shall have a board of directors (the "Board") that shall oversee operations pursuant to this Agreement.

(a) Board Members.

(i) The Board shall have five members. The members shall be the Thiensville Village President, a Thiensville Trustee nominated by the Thiensville Village President and confirmed by the Thiensville Village Board, the Mequon Mayor, the President of the Mequon Common Council and one other Mequon resident nominated by the Mequon Mayor and confirmed by the Mequon Common Council. The administrators of Mequon and Thiensville shall be *ex officio*, non-voting members of the Board.

(ii) Each municipality may designate an alternate member from that community to serve in place of an absent member. The governing body of each municipality shall determine how it appoints its alternate.

(iii) Members of the Board shall be appointed on or before June 30, 2022.

(iv) No regular or paid-on-call employee of the Department may be a member of the Board. If an elected official is an employee of the Department, he or she shall either resign from the Department or the municipality's governing body shall designate a replacement member of the Board.

(b) Terms of Office. The term of the Thiensville Village President and the Mequon Mayor on the Board shall be coterminous with their respective elected terms of office. The term of the President of the Mequon Common Council shall be coterminous with his or her term of office as President. The governing body of each municipality shall determine, for the members from its community, the terms of office, the methods for removing its other member or members and its alternate member and the method for filling vacancies.

(c) Officers.

(i) The Board shall have three officers: a President, a Vice President and a Secretary.

(ii) The office of President shall alternate between the Mequon Mayor and the Thiensville Village President. Whichever municipality's chief executive officer is not the President shall be the Vice President. Prior to May 1, 2023, the President shall be the Thiensville Village President and the Vice President shall be the Mequon Mayor. As of May 1 of each year thereafter, the roles shall reverse.

(iii) The President shall chair meetings of the Board. In the absence or upon recusal of the President, or until a vacancy in the President is filled and qualified, the Vice President shall serve as acting chair. If both the President and the Vice President are not present or participating, then the Board shall choose the acting chair.

(iv) The chair shall preserve order and decorum, decide all questions of order and conduct the proceedings of the meeting in accordance with the parliamentary rules contained in Robert's Rules of Order Revised, unless otherwise provided by state law. Any member shall have the right to appeal a decision of the chair. The appeal may be sustained by a majority of the members present, exclusive of the chair.

(v) The Secretary shall be the Thiensville administrator. Such administrator may designate another staff person to prepare agendas and minutes.

(d) Quorum. A quorum shall consist of three voting members of the Board, including any alternates serving in the stead of other members; however, at least one voting member from each municipality must be present to constitute a quorum. A quorum shall be required to conduct a meeting, to transact business and to take any action on any agenda item.

(e) Meetings.

(i) Meetings of the Board shall be held not less frequently than once in each calendar quarter and otherwise at the call of the President or upon the written request of at least two members of the Board. Meetings shall occur, as designated by the President, at the Mequon City Hall, the Thiensville Village Hall or one of the fire stations; however, in the absence of any specific designation, meetings shall be held at the Mequon City Hall if the President of the Board is the Mequon Mayor or at the Thiensville Village Hall if the President of the Board is the Thiensville Board President.

(ii) The chair shall establish the agendas for all such meetings after consultation with the Department's command staff.

(iii) Any member may request in writing, at least five business days prior to a meeting, that an item germane to the Department's or the Board's purpose, duties or powers be placed on an agenda. If the chair fails to place such item on the agenda for a meeting, the proposing member may, at any meeting, move the Board to have the item placed on the next agenda.

(iv) Written notice of a meeting and the agenda for such meeting comply with Wisconsin Statutes Section 19.84 and shall be delivered in any manner allowed by law to each member at least 48 hours in advance of the meeting (or such lesser time as allowed by law in the event of an emergency as determined by the President), in such form as will reasonably apprise the members, the public and the press of the date, time and subject matter that is intended for consideration and action at the meeting.

(v) Minutes of the meetings and actions of the Board shall be submitted to the governing body of each municipality. The minutes shall show the vote of each member upon each question. The minutes shall also show if a member is absent or fails to vote on any question.

(vi) Members shall attend meetings in person. No member may appear at any meeting by telephonic or other electronic means. This rule may be waived in its entirety by the Board or the President in the event of any public health emergency or, provided a quorum is present in person, for an individual member or members.

(vii) Meetings shall comply with the requirements of Subchapter V of Chapter 19 of the Wisconsin Statutes.

(f) Voting Requirements. Except as otherwise specifically set forth in this Agreement, the affirmative vote of a majority of the voting members of the Board (including any alternates serving in the stead of other members) at which a quorum is present shall constitute the action of the Board.

(g) Compensation. No compensation shall be paid to members of the Board; however, members may be reimbursed for actual and necessary expenses incurred if so authorized by the Board.

(h) Powers. Prior to the Merger Date, the Board shall be responsible for overseeing the implementation of the Initial Plan and ensuring that the merger occurs on the Merger Date. Except as limited by this Agreement, the Board shall, after the Merger Date, have all the powers and duties authorized under the Wisconsin Statutes relating to the Department's operations. Such powers shall include without limitation the following:

(i) To authorize repair, maintenance and renewal of the physical assets which are owned by the Department.

(ii) To modify the Initial Plan as necessary, provided that no such modification shall increase the total costs for fiscal year 2022 to the municipalities.

(iii) To modify line items in any approved Operating Budget provided that no such modification shall increase from the approved Operating Budget the total Net Operating Costs payable by the municipalities.

(iv) To authorize and contract to make all expenditures necessary for the operation of the Department provided that no such expenditures or contracts shall increase from the approved Operating Budget the total Net Operating Costs payable by the municipalities.

(v) To authorize and contract to make all expenditures necessary for the implementation of approved Capital Improvement Expenses in any approved Capital Improvement Budget.

(vi) To negotiate, set and/or approve wages, salaries and benefits of the Department's employees and to enter into contracts for the foregoing.

(vii) To sell, exchange, convey or transfer assets of the Department for fair and equitable consideration, as determined to be necessary from time to time, having a fair market value not in excess of $100,000 in any one calendar year.

(viii) To sell, exchange, convey or transfer assets of the Department (other than real property) for fair and equitable consideration, as determined to be necessary from time to time, having a fair market value in excess of $100,000 in any one calendar year; however, any such transaction shall require the approval of a majority of the Board and at least one representative from each municipality.

(ix) To enter into and implement mutual aid agreements with other municipalities.

(x) To adopt Services Fees and to charge and collect such fees.

(xi) To monitor the condition of the capital assets owned and controlled by the Department, and to furnish annually estimated dates and costs of replacement or reconstruction for each item over a 10-year period to the member governing bodies for approval.

(xii) To recommend the following to the municipalities:

[1] Amendments to this Agreement.

[2] Approval of Operating Budgets as described in this Agreement.

[3] Approval of Capital Improvement Budgets as described in this Agreement.

[4] Amendments to any approved Operating Budget or approved Capital Improvement Budget if and to the extent the power to make such amendments is not granted above to the Board.

[5] The addition of other municipalities to this Agreement and the Department and appropriate amendments to this Agreement related to any such addition.

5. Joint Fire Commission. On and after the Merger Date, the Department shall have a Joint Fire Commission (the "Commission") as provided by Wisconsin Statutes Sections 61.65 and 62.13(2)(b).

(a) Commission Members and Terms of Office. The five members of the Board shall serve as the members of the Commission. Vacancies on the Commission shall be filled by appointment for any unexpired term by the appointing authority in the same manner as original appointments are made. The administrators of Mequon and Thiensville shall be *ex officio*, non-voting members of the Commission.

(b) Officers.

(i) The Commission shall have three officers: a President, a Vice President and a Secretary. The person holding each of such offices on the Board shall hold the same office as a member of the Commission.

(ii) The President shall chair meetings of the Commission. In the absence or upon recusal of the President, or until a vacancy in the President is filled and qualified, the Vice President shall serve as acting chair. If both the President and the Vice President are not present or participating, then the Commission shall choose the acting chair.

(iii) The chair shall preserve order and decorum, decide all questions of order and conduct the proceedings of the meeting in accordance with the parliamentary rules contained in Robert's Rules of Order Revised, unless otherwise provided by state law. Any member shall have the right to appeal a decision of the chair. The appeal may be sustained by a majority of the members present, exclusive of the chair.

(c) Quorum. A quorum shall consist of three voting members of the Commission, including any alternates serving in the stead of other members; however, at least one voting member from each municipality must be present to constitute a quorum. A quorum shall be required to conduct a meeting, to transact business and to take any action on any agenda item.

(d) Meetings.

(i) Meetings of the Commission shall be held not less frequently than once in each calendar quarter and otherwise at the call of the President or upon the written request of at least two members of the Commission, as designated by the President, at the Mequon City Hall, the Thiensville Village Hall or one of the fire stations; however, in the absence of any specific designation, meetings shall be held at the Mequon City Hall if the President of the Commission is a Mequon appointee or at the Thiensville Village Hall if the President of the Commission is a Thiensville appointee.

(ii) The chair shall establish the agendas for all such meetings after consultation with the Department's command staff or, if the command staff is the subject of the Commission's meeting, the attorney and personnel advisor for the municipality for which the President serves as chief elected official.

(iii) Any member may request in writing, at least five business days prior to a meeting, that an item germane to the Department's or the Commission's purpose, duties or powers be placed on an agenda. If the chair fails to place such item on the agenda for a meeting, the proposing member may, at any meeting, move the Commission to have the item placed on the next agenda.

(iv) Written notice of a meeting and the agenda for such meeting shall comply with Wisconsin Statutes Section 19.84 and shall be delivered in any manner allowed by law to each member at least 48 hours in advance of the meeting (or such lesser time as allowed by law in the event of an emergency as determined by the President), in such form as will reasonably apprise the members, the public and the press of the date, time and subject matter that is intended for consideration and action at the meeting.

(v) Minutes of the meetings and actions of the Commission shall be submitted to the governing body of each municipality. The minutes shall show the vote of each member upon each question. The minutes shall also show if a member is absent or fails to vote on any question.

(vi) Members shall attend meetings in person. No member may appear at any meeting by telephonic or other electronic means. This rule may be waived in its entirety by the Board or the President in the event of any public health emergency or, provided a quorum is present in person, for an individual member or members.

(vii) Meetings shall comply with the requirements of Subchapter V of Chapter 19 of the Wisconsin Statutes.

(e) Voting Requirements. The affirmative vote of a majority of the members of the Commission at which a quorum is present shall constitute the action of the Commission.

(f) Compensation. No compensation shall be paid to members of the Commission; however, members may be reimbursed for actual and necessary expenses incurred if so authorized by the Board.

(g) Powers. The Commission shall have all powers set forth in the Wisconsin Statutes for joint fire commissions that apply to villages and fourth class cities except the municipalities specifically do not adopt, and the Commission shall not have, the optional powers set forth in Wisconsin Statues Section 62.13(6).

6. Fiscal Responsibilities. The Department shall, subject to policies adopted by the Board, have one or more employees who perform the following fiscal and administrative duties:

(a) Maintaining financial records. The Department shall keep complete and accurate records of all receipts and disbursements of the Department, which shall be available for public inspection, and shall furnish the municipalities with annual audit reports.

(b) Receiving all service revenues and any other revenues of the Department.

(c) Paying all amounts authorized by the Board which are in accordance with the Operating Budget and any Capital Improvement Budget, each as approved by the governing bodies of the municipalities.

(d) Providing payroll administration.

(e) Administering insurance programs.

(f) Providing such other services described in this Agreement.

7. Employees. Commencing as of the Merger Date, all employees of the Department shall be employees of the Department for all purposes, and in no event shall any such employees be or be deemed or construed to be an employee of any of the municipalities.

8. Personal Property and Contributions to the Department.

(a) From the Merger Date through December 31, 2023, each municipality shall allow the Department to use the fire and emergency medical service apparatus and vehicles currently owned by it and shall provide the labor (but not parts) for the maintenance of such apparatus and vehicles. On or before December 31, 2023, the Board in consultation with the Department's command staff shall determine which pieces of such apparatus and vehicles are necessary for the ongoing operations of the Department and shall purchase those pieces from the municipalities. Each municipality shall deliver a Bill of Sale to the Department for the apparatus and vehicles purchased from it. The purchase price for such items shall be their appraised values as determined by an appraiser engaged by the Board. Each municipality shall be paid for apparatus and vehicles purchased by the Department, over a 10-year term commencing as of January 1, 2024, with interest at the rate of 3% per annum. As of the Merger Date, each municipality shall contribute to the Department, at no charge, all records, parts and supplies in use by its fire department. Apparatus and vehicles not purchased by January 1, 2024 remain the property of the municipality for disposal as it may choose.

(b) The Department shall be the legal owner of assets contributed to or acquired by the Department, and where applicable such assets shall be titled in the name of the Department. The Department shall not be the owner of real estate, buildings and fixtures used by it unless any of such property is conveyed to and titled in the name of the Department. All assets contributed to or acquired by the Department shall be owned and held by the Department subject to the provisions of this Agreement for division of assets on termination of this Agreement.

(c) The Department shall pay for the repair, maintenance and replacement of apparatus and vehicles owned by the Department.

9. Real Property.

(a) As of the Joint Services Date, the municipalities shall transfer to the Department custody, use and control, but not ownership, of the buildings or portions of buildings to be used by the Department. The Department shall pay for all insurance related to the space occupied by the Department.

(b) The municipal owner of a building shall bear the costs of (i) maintaining, repairing and replacing structural components, roofing, major systems, fixtures and paved areas of its building and the property on which it is located; (ii) routine maintenance; (iii) exterior maintenance, including without limitation landscaping and snow and ice removal; (iv) basic janitorial services (but the Department shall keep its space neat and orderly); and (v) dumpsters for waste removal.

(c) The Board shall endeavor to develop a facilities plan by December 31, 2024 and shall thereafter implement the facilities plan pursuant to the timeline in such plan. The Board shall approve any additional real property to be used by the Department. If and to the extent any of the municipalities construct new buildings or obtain additional buildings to be used by the Department, or if additional municipalities are made parties to this Agreement, the Department shall pay rent for the municipalities' real property used by the Department so that the costs of maintaining the real property are proportionately borne by the municipalities. The Board shall determine an equitable rental amount to be paid by the Department as part of the Department's Operating Budget. If the Department acquires and develops real property, it shall do so as pursuant to the Capital Improvement Budget provisions of this Agreement.

10. Operating Budgets.

(a) The Board shall, by majority recommendation, submit a proposed Operating Budget to the governing bodies of the municipalities not later than October 1 of each year commencing October 1, 2022. The proposed Operating Budget shall contain an explanation of the Board's reasons for recommending the Operating Budget. Action by each municipality in connection with approval of an Operating Budget shall be completed by November 15 of each year. No expenditures shall be made or contracted for by the Board or any employee with respect to any budget item not contained in the prior year's Operating Budget until the governing bodies of the municipalities approve the proposed Operating Budget.

(b) In the event an Operating Budget is not approved by the municipalities as set forth above, the Net Operating Expenses on a monthly basis shall not exceed the Net Operating Expenses for the prior calendar year, plus any cost increases resulting from contractual obligations incurred in prior years, until agreement is reached by the municipalities.

11. Capital Improvement Budgets. The Board may recommend a proposed Capital Improvement Budget to the governing bodies of the municipalities at any time. The Board may only recommend a Capital Improvement Budget with the approval of at least four members of the Board. The proposed Capital Improvement Budget shall contain an explanation of the Board's reasons for recommending the Capital Improvement Budget. No expenditures shall be made or contracted for by the Board or any employee with respect to any Capital Improvement Expenditure in the proposed Capital Improvement Budget until approved by the governing bodies of the municipalities. After such approval, the Board is authorized to enter into contracts and make expenditures deemed necessary by the Board for the Capital Improvement Expenses described in the Capital Improvement Budget as and when determined by the Board (unless otherwise specified in the approval of the governing bodies of the municipalities) and in amounts not in excess of the approved Capital Improvement Budget.

12. Payment of Expenses. The municipalities shall bear and pay the net operating expenses and capital expenditures of the Department as established according to the following procedures and proportions.

(a) Mequon shall bear 84.43% and Thiensville shall bear 15.57% of the Department's Net Operating Expenses and Capital Improvement Expenses. Either municipality may request that the percentages be renegotiated as of or after December 31, 2027 and every five years thereafter. Renegotiated percentages shall take into account disproportionate changes from the date of this Agreement through the date of renegotiation, and subsequently between dates of renegotiation, in each municipality's usage (number of service calls per year), population and equalized value of improvements, with the heaviest weight applied to usage and with an expectation that renegotiated percentages shall at a minimum ensure that each municipality maintains its then current contribution.

(b) If any other municipalities are added to this Agreement, these percentages shall be replaced by a formula dividing the total contributions among the municipalities in proportion to each municipality's usage (number of service calls per year), population and equalized value of improvements. The percentages of each of such three elements for the formula shall be negotiated as an amendment to this Agreement; however, the municipalities anticipate that 40% shall be attributed to usage and 30% shall be attributed each to population and equalized value of improvements.

(c) The Department shall submit to each municipality a statement requiring payment of that municipality's share of the budgeted Net Operating Expenses, as described below, for the year. Such amount shall be paid to the Department in equal quarterly payments. The notice shall be given not later than 15 days following approval of the Operating Budget by the municipalities. Each municipality shall pay one-quarter of its share of the annual net Operating Expenses on or before January 1, April 1, July 1 and October 1. The Department shall provide to each municipality a quarterly statement at least 15 days prior to each due date.

(d) In the case of Capital Improvement Expenditures from an approved Capital Improvement Budget, the Department shall provide a statement to each municipality setting forth the required payment(s) of that municipality's share of the Capital Improvement Budget with due dates of those payments. Due dates of payments shall not be less than 30 days from the date of the statement.

(e) On January 1 and July 1 of each year, the Department shall compute the amount of revenue received by the Department from Service Fees during the preceding six month period and shall credit the amount of such revenues against the amounts due from the municipalities in accordance with the ratio of expense sharing in effect for such preceding six month period.

(f) For purposes of Sections 12(d) and 12(e), the amounts payable shall be based on actual expenses and revenues, if known, and if based on estimates, shall be subject to reconciliation when actual expenses and revenue are known.

(g) If any municipality fails to pay in full any payment to be made by it as provided by this Agreement on the due date, such defaulting municipality shall be indebted to the Department (or, if such amount is advanced by the other municipality, to the other municipality) for the payment due, plus interest at the prevailing rate available on a public purpose loan from the Wisconsin State Trust Fund loan program for a loan with a term of over 5 years and up to 10 years. Interest shall accrue until the obligation is paid. At the discretion of the Board, the Board may take legal action to enforce payment by the defaulting municipality. The costs, including reasonable attorneys' fees, of such action shall be paid by the defaulting municipality and shall be included in any judgment. Any recovery shall be paid to reimburse any other municipality to the extent it paid any part of such defaulted payment, plus interest, and the balance of such payments, plus interest, shall be made to the Department, which interest shall be credited against payments to be made by the municipality or municipalities that were not in default.

(h) Notwithstanding the provisions of this Agreement regarding withdrawal or termination, each municipality shall be liable for its share of a Capital Improvement Budget upon final approval of such Capital Improvement Budget.

(i) To the extent any organization or one or more residents of a municipality donates money to the Department, such donation shall be credited against such municipality's Operating Budget obligations if the donor specifies that it shall be so credited.

(j) Any donation to the Department of land, a vehicle, apparatus or other property shall require the approval of the Board prior to acceptance by the Department, If such a donation is from an organization or one or more residents of a municipality, and the donor specifies that the donation shall be credited to the municipality, such donation shall be credited against such municipality's obligations to the Department as follows: (i) if the item donated was scheduled to be purchased pursuant to the Operating Budget, the fair market value of the donation, as reasonably determined by the Board, shall be credited against the municipality's Operating Budget obligations; or (ii) otherwise, the municipality shall receive a credit of 1/10th of the fair market value of the item, as reasonably determined by the Board, for each of the 10 years following the donation.

13. Term of Agreement. This Agreement shall take effect upon execution after adoption by the governing body of each municipality of a resolution approving this Agreement and authorizing its execution. This Agreement shall remain in effect in perpetuity subject to the following:

(a) Unless agreed by both municipalities, the municipalities shall participate in this Agreement through December 31, 2027.

(b) After the expiration of the initial five year period, a municipality wishing to withdraw from this Agreement may do so on at least two years written notice addressed to the clerk of the other municipality, provided however, that no such notice be given until expiration of the initial five-year period set forth above.

14. Termination and Distribution of Assets.

(a) This Agreement may be terminated at any time by the written consent of all municipalities or upon the permitted withdrawal of all but one municipality, provided that this Agreement and the Commission and the Board shall continue to exist for the purpose of disposing of all claims, distribution of assets and all other functions necessary to terminate the affairs of the Department.

(b) Upon termination or withdrawal, the municipalities shall be entitled to a distribution of assets as set forth below:

(i) A share of all equipment and apparatus of the Department shall be distributed to the withdrawing or terminating municipality in the proportion set forth in (ii) below, adjusted for additional capital expenditures for equipment and for depreciation.

(ii) All money and funds (including cash on hand and money due but uncollected) of the Department shall be distributed to the withdrawing or terminating municipality in the proportion of the previous year's cost allocation formula percentage of the withdrawing municipality or terminating municipalities, providing the distribution may be deferred by the Board in whole or in part for up to one year as a reserve to meet liabilities known and unknown.

(iii) All control of the buildings owned by the withdrawing or terminating municipality shall be returned to that municipality.

(iv) The distribution of assets provided in (i) shall be in kind, but only to the extent that assets are identifiable as contributed by the municipality withdrawing. To the extent that such identification is not possible, then the payment shall be made in cash or in the form of other assets acceptable to the withdrawing municipality, in an amount equal to the proportionate share of book value of such property, net of depreciation. With respect to real estate, buildings and fixtures titled in the name of the Department, the withdrawing or terminating municipality shall be entitled to a cash payment in the amount of the proportionate share of the book value of such property, net of depreciation, equal to the municipality's proportionate share of contributions allocated to such property. The withdrawing or terminating municipality shall have no right to require a partition of any such real estate. In the event of a cash payment, such payment may be made in equal annual installments, bearing interest at the rate specified in Section 12(g), over a period of not more than four years with respect to equipment and apparatus and not more than 10 years with respect to real estate, buildings or fixtures, and such payment shall be reduced by the proportionate amount, net of depreciation, of any capital expenditures financed by the Department with respect to any buildings owned by such municipality.

(f) Participation. Additional municipalities may be permitted to become parties to this Agreement, but only upon (a) approval of the governing bodies of the municipalities which have maintained in a current status their financial obligations under this Agreement, and (b) upon such terms and conditions as the governing bodies adopt.

(g) Amendments. Amendments to this Agreement may be proposed by any member of the Board. The amendment shall be submitted to the Board at least 30 days prior to the meeting of the Board at which such amendment is to be considered. The approval of at least four members of the Board shall be required to recommend any amendment to the governing body of the municipalities. The agreement of the governing bodies of the municipalities shall be required to approve any amendments to this Agreement, except that the Initial Plan may be amended by the Board as provided in this Agreement.

(h) Hold Harmless. Any uninsured liability, cost or damages for personal injury, property damage or any other loss of whatever nature incurred by the Department or any municipality by reason of its participation as a member of the Department and specifically by reason of the services provided by the Department shall be the liability of the Department, subject to the contributions of the municipalities described below. Any such uninsured liability, cost or damage shall be paid proportionately by each of the municipalities in accordance with the formula established in Section 12(a), notwithstanding the political jurisdiction in which such injury, loss or damage occurs, through contributions by such municipalities to the operating budget, or if such operating budget is insufficient, through additional contributions to the Department made proportionately by each municipality in accordance with the formula established in Section 12(a).

(i) Mutual-Aid Response and Intercept Agreements. The mutual-aid response agreements between the municipalities are terminated. The mutual-aid response and intercept agreements between or among the municipalities and others shall be terminated by the earliest dates provided in those agreements. The Board may replace such agreements.

(j) Fire Hydrants and Water Usage. Charges to a municipality from its water utility which relate to the repair, maintenance and replacement of fire hydrants and other system components and for water shall be the responsibility of the respective municipality.

(k) Insurance.

(a) The Board shall, on behalf of the Department, procure and maintain during the term of this Agreement sufficient insurance to cover all aspects of its operations, including without limitation public liability, workers compensation, unemployment insurance, insurance for fire and other perils related to the buildings occupied by the Department and other insurance obligations. Proof of insurance on leased structures not owned but occupied by the Department shall be furnished to the owners of the structures annually.

(b) Public liability, workers compensation, unemployment insurance and other insurance obligations arising from incidents which occurred prior to the Merger Date shall remain the separate responsibility of each party, subject to the apportionment or proration with authority in accordance with applicable law.

(l) General Provisions.

(a) Entire Agreement. This Agreement contains the municipalities' entire understanding with respect to the matters contemplated by this Agreement and supersedes any prior understandings or agreements among them with respect to the Department.

(b) Counterparts. This Agreement may be executed in several counterparts and each executed counterpart shall be considered as an original of this Agreement.

(c) Captions. The captions to the provisions of this Agreement are merely labels to assist in the locating and reading of this Agreement and shall be ignored in construing this Agreement.

(d) Disputes. In the event of any litigation or arbitration proceedings involving this Agreement, the "Prevailing Party," as defined below, shall be awarded from the court or the arbitrator its or their reasonable attorneys' fees incurred in connection with such proceedings. The "Prevailing Party" shall be, as determined by the court or the arbitrator, the party or parties whose position is found to be most correct.

(e) Severability. To the extent that all or any part of any provision of this Agreement is, or shall become, unenforceable, the provision or part of a provision shall be severed from this Agreement, and this Agreement shall be interpreted as if the severed provision or part of a provision did not exist. At any time such a provision is discovered or is deemed to have been severed from this Agreement, the municipalities shall execute any amendment to this Agreement necessary to clarify that the provision has been severed from this Agreement.

(f) Interpretation. Regardless of who prepared the original draft of this Agreement, each municipality has had significant input into its terms and content and, accordingly, no presumption shall be made against the drafter. Words of the masculine, feminine or neuter gender shall mean and include the other genders.

(g) Electronic Signatures. This Agreement may be signed electronically, and manual or electronic signatures may be transmitted by facsimile or email. All such signatures shall be enforceable as original signatures.

[SIGNATURES ON FOLLOWING PAGE]

[Signature Page]

CITY OF MEQUON

By: ______________________________
John M. Wirth
Mayor

VILLAGE OF THIENSVILLE

By: ______________________________
Van Mobley
President

Date signed:

Exhibit A – Initial Plan
Exhibit B – Model

<u>Exhibit A</u>
Initial Plan

Action Step/Milestone	**Anticipated Completion**
2022	
Four (4) New Firefighter/Paramedics Commence Employment	April 18, 2022
Approval/Execution of Intergovernmental Agreement	May 2022
Fire & EMS Board & Commission Appointments Completed	June 2022
Mequon Ordinance Amendments Adopted	June 2022
Staffing, Command & Operations Service-Sharing Effective	July 1, 2022
Application for Ozaukee County ARPA Funding Filed	July 1, 2022
First Southern Ozaukee Fire & EMS Board Meeting	July 15, 2022
Fiscal Year 2023 Budget Planning Commences	July 15, 2022
Ambulance Billing Under One Vendor	August 1, 2022
Finalize Independent Agency Status - WRS	August 15, 2022
Secure Independent Health/Dental/Life/Disability Insurance	August 15, 2022
Secure G/L, Workers' Compensation, Other Risk Insurance	August 15, 2022
New Mutual Aid Box Alarm System Agreements Approved	September 1, 2022
Fiscal Year 2023 Budget Approved by Board	September 15, 2022
Fiscal Year 2023 Budget Adopted by City & Village	November 14, 2022
Affirm/Finalize Paramedic Intercept Agreement w/ Cedarburg	December 1, 2022
Vehicle/Apparatus Matters Finalized (Insurance, Title, Lettering)	December 1, 2022
2023	
Southern Ozaukee Fire & EMS 2023 Budget Effective	January 1, 2023
9-1-1 Dispatch Plan for Combined Fire/EMS Calls Implemented	January 1, 2023
Three (3) New Firefighter Paramedics Hired	April 1, 2023
Determination on Potential Merger w/ Cedarburg	July 1, 2023
2024	
Mequon & Thiensville Equipment/Fleet Combined	January 1, 2024
Three (3) New Firefighter Paramedics Hired	April 1, 2024
2025	
Department Facilities Plan Implementation	January 1, 2025
Three (3) New Firefighter Paramedics Hired	April 1, 2025

Established: April 12, 2022

Exhibit B

Model

MEQUON-THIENSVILLE JOINT FIRE EMS STAFFING PLAN: 2022-2027

EXPENDITURES							
Position	**Hours**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**
Fire Chief	40/Week	$185,878	$191,454	$197,198	$203,114	$209,207	$215,483
Deputy Fire Chief	40/Week	$138,848	$143,013	$147,304	$151,723	$156,275	$160,963
Administrative Assistant	26/Week	$38,045	$39,186	$40,362	$41,573	$42,820	$44,104
Battalion Chief	2,920/Year	$114,747	$118,189	$121,735	$125,387	$129,149	$133,023
Battalion Chief	2,920/Year	$136,616	$140,715	$144,936	$149,284	$153,763	$158,376
Battalion Chief	2,920/Year	$132,320	$136,290	$140,379	$144,590	$148,928	$153,395
Captain (Intercept Program/Swing BC)	40 Hours/Week	$106,955	$110,164	$113,469	$116,873	$120,379	$123,991
Firefighter/Paramedic (Mequon Conversion)	2,920/Year	$84,223	$92,412	$101,188	$110,632	$120,558	$129,687
Firefighter/Paramedic (Mequon Conversion)	2,920/Year	$108,820	$117,630	$120,624	$124,242	$127,970	$131,809
Firefighter/Paramedic (Mequon Conversion)	2,920/Year	$108,820	$117,630	$120,624	$124,242	$127,970	$131,809
Firefighter/Paramedic (M-T Merger)	2,920/Year	$84,223	$92,412	$101,188	$110,632	$120,558	$129,687
Firefighter/Paramedic (M-T Merger)	2,920/Year	$96,522	$105,019	$114,142	$123,979	$127,698	$131,529
Firefighter/Paramedic (M-T Merger)	2,920/Year	$109,614	$118,111	$127,234	$137,071	$141,183	$145,419
Firefighter/Paramedic (Ozaukee County)	2,920/Year		$98,622	$107,665	$114,141	$120,623	$124,242
Firefighter/Paramedic (Ozaukee County)	2,920/Year		$98,622	$107,665	$114,141	$120,623	$110,707
Firefighter/Paramedic (Ozaukee County)	2,920/Year		$111,714	$120,757	$127,234	$133,715	$137,727
Firefighter/Paramedic (Year 2 Hires)	2,920/Year			$101,188	$107,665	$114,141	$120,623
Firefighter/Paramedic (Year 2 Hires)	2,920/Year			$101,188	$107,665	$114,141	$120,623
Firefighter/Paramedic (Year 2 Hires)	2,920/Year			$114,281	$120,757	$127,234	$133,715
Firefighter/Paramedic (Year 3 Hires)	2,920/Year				$103,960	$110,632	$117,302
Firefighter/Paramedic (Year 3 Hires)	2,920/Year				$103,960	$110,632	$117,302
Firefighter/Paramedic (Year 3 Hires)	2,920/Year				$117,053	$123,724	$130,395
Firefighter/Paramedic (Year 4 Hires)	2,920/Year					$106,816	$113,687
Firefighter/Paramedic (Year 4 Hires)	2,920/Year					$106,816	$113,687
Firefighter/Paramedic (Year 4 Hires)	2,920/Year					$119,909	$126,780
Firefighter/Paramedic (Year 5 Hires)	2,920/Year						$109,757
Firefighter/Paramedic (Year 5 Hires)	2,920/Year						$109,757
Firefighter/Paramedic (Year 5 Hires)	2,920/Year						$122,850
Paid on Premises 24/7/365		$349,472	$352,933				
Paid on Call 24/7/365		$127,768					
Paid on Call 24/7/365		$127,768	$131,601	$135,549	$139,615		
Paid on Call 24/7/365		$127,768	$131,601	$135,549	$139,615	$143,804	
Fire Call Pay		$102,400	$102,400	$102,400	$102,400	$102,400	$102,400
Training		$100,000	$103,000	$106,090	$90,000	$92,700	$95,481
Vehicle Checks		$19,500	$20,085	$20,688	$21,308	$21,947	
Combined Operating Budget (TFD = $49,700)		$383,319	$390,985	$398,805	$406,781	$414,917	$423,215
Interns		$30,000	$30,900	$31,827	$32,782	$33,765	$34,778
Worker's Compensation Insurance		$15,790	$16,264	$16,752	$17,254	$17,772	$18,305
Long Term Disability		$750	$773	$796	$820	$844	$869
Total		**$2,830,165**	**$3,111,724**	**$3,191,581**	**$3,630,493**	**$3,963,613**	**$4,273,478**

MEQUON-THIENSVILLE JOINT FIRE EMS STAFFING PLAN: 2022-2027

REVENUES							
Mequon	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**
Ambulance Revenue (Fees)	$753,441	$700,000	$735,000	$771,750	$810,338	$850,854	$893,397
Paramedic Intercepts	$0	$0	$0	$0	$0	$0	$0
Fire Insurance Dues (2%)	$189,529	$198,247	$207,367	$216,906	$226,883	$237,320	$248,237
Fire Assistance Fees	$7,550	$7,650	$7,750	$7,850	$7,950	$8,050	$8,150
Burn Permits*	$12,580	$12,580	$15,725	$15,725	$15,725	$15,725	$15,725
Accident Fees*	$7,245	$7,390	$7,538	$7,688	$7,842	$7,999	$8,159
Fire Fees (Plan Review, Sprinkler Inspections)*	$6,982	$7,122	$7,264	$7,409	$7,558	$7,709	$7,863
False Alarms*	$2,700	$2,700	$2,700	$2,700	$2,700	$2,700	$2,700
Sub-Total	**$980,027**	**$935,689**	**$983,344**	**$1,030,028**	**$1,078,996**	**$1,130,357**	**$1,184,231**
Thiensville	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**
Ambulance Revenue (Tax)	$137,680	$144,564	$151,792	$159,382	$167,351	$175,718	$184,504
Paramedic Intercepts	$35,778	$37,567	$39,445	$41,418	$43,488	$45,663	$47,946
Fire Insurance Dues (2%)	$15,976	$16,711	$17,480	$18,284	$19,125	$20,004	$20,925
Fire Assistance Fees	$5,488	$5,488	$5,488	$5,488	$5,488	$5,488	$5,488
Burn Permits	$0	$0	$0	$0	$0	$0	$0
Accident Fees	$0	$0	$1,000	$1,000	$1,000	$1,000	$1,000
Fire Fees (Plan Review, Sprinkler Inspections)	$0	$0	$0	$0	$0	$0	$0
False Alarms	$0	$0	$0	$0	$0	$0	$0
Other*							
Sub-Total	**$194,922**	**$204,330**	**$215,205**	**$225,572**	**$236,452**	**$247,873**	**$259,863**
Combined Revenue Total (Non-Tax)	**$1,174,949**	**$1,140,019**	**$1,198,549**	**$1,255,600**	**$1,315,448**	**$1,378,230**	**$1,444,094**
Tax-Supported Revenue Requirement		**$1,690,146**	**$1,913,175**	**$1,935,981**	**$2,315,045**	**$2,585,383**	**$2,829,384**
Less Ozaukee County Grant Funds		**$100,000**	**$100,000**	**$100,000**	**$150,000**	**$150,000**	**$150,000**
Grant-Adjusted Revenue Requirement		**$1,590,146**	**$1,813,175**	**$1,835,981**	**$2,165,045**	**$2,435,383**	**$2,679,384**
Mequon Share (84.4%)		**$1,342,560**	**$1,530,863**	**$1,550,119**	**$1,827,948**	**$2,056,194**	**$2,262,204**
Thiensville Share (15.6%)		**$247,586**	**$282,311**	**$285,862**	**$337,098**	**$379,189**	**$417,180**

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VILLAGE OF THIENSVILLE
Board of Trustees
MINUTES

DATE: Monday, April 18, 2022

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

TIME: 6:00 PM

I. CALL TO ORDER

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

II. ROLL CALL

PRESIDENT:	VAN MOBLEY
TRUSTEES:	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. PLEDGE OF ALLEGIANCE

A. Trustee Kucharski led the Recitation of the Pledge of Allegiance

IV. OATH OF OFFICE TO VILLAGE OFFICIALS

A. Kristina A. Eckert

B. David Lange

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Village Clerk Amy L. Langlois administered the Oath of Office to Trustee Kristina A. Eckert and Trustee David Lange.

CONSENT AGENDA

Upon request of any Trustee, any item may be removed from the Consent Agenda for special consideration.

V. APPROVAL OF MINUTES

A. Board of Trustees

1. March 28, 2022 (att)

VI. DEPARTMENT REPORTS

A. Fire Department

1. 1st Qtr 2022 TFD Report (att)

B. Police Department

1. March, 2022 Police Department Report (att)

C. Public Works Department

VII. COMMITTEE REPORTS

A. Committee of the Whole

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1. April 4, 2022 (att)

VIII. REPORTS AND COMMUNICATIONS

A. Mequon-Thiensville Bike and Pedestrian Way Commission

1. November 11, 2021 (att)

2. January 13, 2022 (att)

3. March 2, 2022 (not available)

4. April 14, 2022 (not available)

B. Milwaukee River Advisory Commission

1. March 3, 2021 (not available)

C. Thiensville Board of Canvassers

1. April 8, 2022 (att)

D. Capital Expenditures (att)

MOTION by Trustee Holyoke, **SECONDED** by Trustee Eckert to approve the Consent

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Agenda. **MOTION CARRIED UNANIMOUSLY**.

BUSINESS AGENDA

IX. FINANCIAL REPORTS AND ACCOUNTS PAYABLE

A. Accounts Payable for All Funds

1. Accounts Payable

a. March 28, 2022 through April 15, 2022 (att)

Administrator Landisch-Hansen reported that included in this month's payables is $1,257,855.13 from the proceeds of the long-term debt that was issued at the end of March to pay off the short-term BAN as well as $603,080.21 for a TIF property acquisition.

MOTION by Trustee Lange, **SECONDED** by Trustee Apostolos to approve the March 28, 2022 through April 15, 2022 Accounts Payable in the Amount of $2,465,283.01. **MOTION CARRIED UNANIMOUSLY**.

B. Financial Report (Receipt)

X. PRESIDENT'S REPORT

A. Appointments

1. Fire Department Members

a. Bethany O. Bluemner

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b. Riley Cate

MOTION by Trustee Eckert, **SECONDED** by Trustee Apostolos to approve the Appointment of Bethany O. Bluemner and Riley Cate as New Fire Department Members. **MOTION CARRIED UNANIMOUSLY**.

B. Class A Liquor

1. Fantasy Flowers, Inc. Nancy Witte-Dycus, Agent, 106 East Freistadt Road

MOTION by Trustee Lange, **SECONDED** by Trustee Kucharski to approve the Class A Liquor License for Fantasy Flowers, Inc., Nancy Witte-Dycus, Agent, 106 East Freistadt Road. **MOTION CARRIED UNANIMOUSLY**.

C. Class B Beer and Class C Wine

1. Downtown Pizza, Stacy Lynn Macholl, Agent, 227 South Main Street

MOTION by Trustee Kucharski, **SECONDED** by Trustee Eckert to approve Class B Beer and Class C Wine License, Downtown Pizza, Stacy Lynn Macholl, Agent, 227 South Main Street. **MOTION CARRIED UNANIMOUSLY**.

2. glaze, llc, Kristina A. Eckert, Agent, 149 Green Bay Road

MOTION by Trustee Apostolos, **SECONDED** by Trustee Kucharski to approve Class B Beer and Class C Wine License, glaze, llc, Kristina A. Eckert, Agent, 149 Green Bay Road.

Ayes: Trustees Abraham, Apostolos, Holyoke, Lange, Kucharski and President Mobley
Naes: None
Abstain: Trustee Eckert
MOTION CARRIED.

D. Class B Beer and Class B Liquor

1. cheel, llc, Jesse R. Daily, Agent, 105 South Main Street

2. Chuck's Place, Theodore John Hagen, Agent, 407 North Main Street

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3. Daily Taco, LLC, Jesse R. Daily, Agent, 105 West Freistadt Road

MOTION by Trustee Lange, **SECONDED** by Trustee Apostolos to approve Class B Beer and Class B Liquor License for cheel, llc, Jesse R. Daily, Agent, 105 South Main Street, Chuck's Place, Theodore John Hagen, Agent, 407 North Main Street and Daily Taco, LLC, Jesse R. Daily, Agent, 105 West Freistadt Road. **MOTION CARRIED UNANIMOUSLY**.

E. Temporary Class B Beer and Class B Wine

1. Thiensville Business Association, Inc., Food Trucks in the Park on May 19, June 16, July 14 and August 18, 2022; Nightmare on Elm Street on October 27, 2022 and Best Dam Blues Fest on September 16 and 17, 2022, 251 Elm Street

MOTION by Trustee Lange, **SECONDED** by Trustee Kucharski to approve the Temporary Class B Beer and Class B Wine License for Thiensville Business Association, Inc., Food Trucks in the Park on May 19, June 16, July 14 and August 18, 2022; Nightmare on Elm Street on October 27, 2022 and Best Dam Blues Fest on September 16 and 17, 2022, 251 Elm Street. **MOTION CARRIED UNANIMOUSLY**.

2. Gatherings on the Green, Inc., Music in the Park on May 22, June 5, July 17 and August 21, 2022, 251 Elm Street

MOTION by Trustee Kucharski, **SECONDED** by Trustee Eckert to approve Temporary Class B Beer and Class B Wine License for Gatherings on the Green, Inc., Music in the Park on May 22, June 5, July 17 and August 21, 2022, 251 Elm Street. **MOTION CARRIED UNANIMOUSLY**.

F. Cigarette License

1. Village BP, LLC, 246 South Main Street

MOTION by Trustee Eckert, **SECONDED** by Trustee Abraham to approve Cigarette License, Village BP, LLC, 246 South Main Street. **MOTION CARRIED UNANIMOUSLY**.

G. Operator's Licenses - Renewal

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1. cheel, llc/Daily Taco/baaree, 105 South Main Street/105 West Freistadt Road/107 Buntrock Avenue

a. Matthew Buerosse

b. Cheryl Marrie Raymond

c. Cindy J. Shaurette

2. Thiensville Business Association

a. Robert John Kos

MOTION by Trustee Holyoke, **SECONDED** by Trustee Kucharski to approve Operator's Licenses-Renewal for cheel, llc/Daily Taco/Baaree, 105 South Main Street/105 West Freistadt Road/107 Buntrock Avenue: Matthew Buerosse, Cheryl Marrie Raymond and Cindy J. Shaurette; and Thiensville Business Association: Robert John Kos. **MOTION CARRIED UNANIMOUSLY**.

H. Operator's Licenses - New

1. cheel, llc/Daily Taco/baaree, 105 South Main Street/105 West Freistadt Road/107 Buntrock Avenue

a. Vito Correa

b. Chris Thomas

MOTION by Trustee Apostolos, **SECONDED** by Trustee Abraham to approve New Operator's License for cheel, llc/Daily Taco/baaree,105 South Main Street/105 West Freistadt Road/107 Buntrock Avenue: Vito Correa and Chris Thomas. **MOTION CARRIED UNANIMOUSLY**.

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I. Parade/Street Closing Application

1. American Legion Post #457, Memorial Day Parade, Monday, May 30, 2022, 9:30 AM to 1:00 PM, Green Bay Road from Grace Lutheran Church to Stop Lights, Main Street from Stop Lights to Mequon City Hall (att)

MOTION by Trustee Lange, **SECONDED** by Trustee Eckert to approve Parade/Street Closing Application, American Legion Post #457, Memorial Day Parade, Monday, May 30, 2022, 9:30 AM to 1:00 PM, Green Bay Road from Grace Lutheran Church to Stop Lights, Main Street from Stop Lights to Mequon City Hall. **MOTION CARRIED UNANIMOUSLY**.

XI. ADMINISTRATOR'S REPORT

A. Department Reports

1. Administrator's Report (att)

Administrator Landisch-Hansen congratulated Trustee Eckert and Trustee Lange on their re-election to the Village Board and also congratulated Trustee Holyoke on his re-election as County Supervisor, District 22.

Open Book is scheduled for Friday, April 22, 2022 from 12:00 PM to 2:00 PM. The Board of Review will meet on Wednesday, May 18, 2022 from 12:00 PM to 2:00 PM.

The Village, along with Port Washington State Bank and the Lakeshore Chinooks, will be hosting a community shredding event this Saturday, April 23, 2022 from 10:00 AM to 1:00 PM or until the truck is full. The Thiensville Police Department will also be collecting unused medications for safe disposal.

The 14th Annual OED Outreach Event is scheduled for Wednesday, May 4, 2022 at 4:30 PM. The event will be held at the Watermark at Shully's with featured speaker Blake Moret, Chairman and CEO of Rockwell Automation.

2. Building Inspection Department (Receipt)

a. March, 2022 (att)

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The March Building Inspection Department Report was received.

XII. ATTORNEY'S REPORT

No Attorney's report.

XIII. COMMITTEE REPORTS

A. Review and action regarding Request from Shully's on Behalf of Lumen Christi School, to Extend Noise Ordinance to Midnight on Friday, May 6, 2022, Shamrock Fundraiser at the Watermark, 146 Green Bay Road

MOTION by Trustee Kucharski, **SECONDED** by Trustee Abraham to approve Request from Shully's on Behalf of Lumen Christi School, to Extend Noise Ordinance to Midnight on Friday, May 6, 2022, Shamrock Fundraiser at the Watermark, 146 Green Bay Road. **MOTION CARRIED UNANIMOUSLY**.

B. Presentation from Mequon-Thiensville Fire & EMS Joint Working Group (att)

President Mobley shared that in December, 2021 the Village Board directed via Memorandum of Understanding (MOU) with the City of Mequon for President Mobley, Administrator Landisch-Hansen, Fire Chief Reiels and Assistant Chief Deutsch and from the City of Mequon Mayor Wirth, Administrator Jones, Fire Chief Bialk and Deputy Chief Zellmann to generate a plan outlining what a consolidated fire department shared by the two communities would look like. This charge was given due to the challenges each of our independent fire departments face regarding recruiting, staffing and responding effectively to escalating calls for services. Thiensville has known for some time about the challenges affecting the fire department and throughout this time Thiensville has been proactive about devising and implementing strategies to maintain and enhance our fire department and the services provided to Village residents. Chief Reiels, Administrator Landisch-Hansen and before her, Administrator Robertson, President Mobley and the Village Board have been vigilant in this regard.

President Mobley noted it was an honor to work with the Working Group. Over the time the Working Group met, a conviction grew among the group that working together was the best option. The meetings were open to the public. The City of Cedarburg and the Town of Cedarburg at times were in attendance. Neither the Town or City of Cedarburg are a part of the organization presented this evening, however, may be in the future and their participation is not necessary for Mequon and Thiensville to improve things by moving forward together. In President Mobley's absence at some of the meetings, Trustee Holyoke attended in his place - President Mobley thanked Trustee Holyoke for his time and commitment. President Mobley also thanked Trustee Abraham and Trustee Eckert for their attendance at these meetings.

President Mobley supports consolidating the Thiensville and Mequon Fire Departments. The Southern Ozaukee Fire and Emergency Medical Services Department will belong to

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and serve both communities and will continue to have a place for volunteers and paid-on-call firefighters. The agreement presented this evening will serve Thiensville's needs better than other alternatives.

On behalf of the Working Group, Administrator Landisch-Hansen thanked the Board and Village residents for the opportunity this evening to present the Working Group's findings. This evening is a presentation only. No action will be taken. At the Committee of the Whole on May 2, 2022 at 6:00 PM, public comments will be welcome. At the Committee of the Whole there may be a recommendation to the Village Board with action taken at the Village Board meeting on May 16, 2022 at 6:00 PM.

In December, 2021 the MOU was executed by both the City of Mequon and the Village of Thiensville. This established a Working Group comprised of President Mobley, Administrator Landisch-Hansen, Fire Chief Reiels, Assistant Chief Deutsch and from Mequon Mayor Wirth, Administrator Jones, Fire Chief Bialk and Deputy Chief Zellmann. The purpose was to examine the creation of a unified fire department for the two communities. The purpose was to examine the creation of a unified fire department for both communities. The MOU outlined several tasks to investigate, including governance, administration, finance, staffing, equipment, facilities, emergency dispatch, response times and future needs. The Working Group presented and recommend the intergovernmental agreement for approval.

The Working Group met almost weekly since January. Administrator Landisch-Hansen stated it was an honor to work together with all those in the Working Group. In February, both the Town and City of Cedarburg began participating in the Working Group meetings. In March, the MOU was amended to include both the Town and City of Cedarburg. Neither are participating at this time, however there is an opportunity for them to participate in the new unified department in the future.

Of value to the group, several guiding principles were determined, such as retaining existing identity and traditions, ensuring existing staff will remain employed, reducing expenses in relation to the cost of funding a stand-alone fire department, improving community relations, stabilizing staffing, sustaining the hybrid staffing model, reducing equipment redundancies and scalability.

Fire Chief Reiels shared that for many years there were only 2 full-time employees in the county. Since 2017, various Ozaukee County fire departments have added a total of 20 full-time staff positions. Trends clearly indicate that full-time staffing is more prevalent not only here in Ozaukee County but across the country. Chief Reiels shared that 53% of the departments that provide EMS across the County do not have the adequate units to respond daily. With the Village Board's support, the Thiensville Fire Department contracted with a third party recruitment company and Director LaFond helped update the Village website.

Assistant Chief Deutsch shared that 24/7/365 the Department tries to staff at least one paramedic ambulance; this requires two licensed staff (one paramedic and an EMT Basic or two paramedics). For this, 17,500 hours would need to be staffed annually just to cover the paramedic ambulance. This does not address other calls. One ambulance can effectively respond to about 1,000 calls annually, or 1 ambulance per 10,000 residents. The two agencies currently respond to approximately 3,000 calls annually and protect over

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28,000 residents.

Assistant Chief Deutsch shared a video of a subject in cardiac arrest demonstrating what it takes to save a life. Six responders all arrived at the same time. Assistant Chief Deutsch noted that we are lucky if we achieve that in 10 minutes after a page. Each responder performs a task very quickly because every minute counts. Every minute that goes by on a subject in cardiac arrest, decreases their chance of survival by 10% each minute.

The paramedic intercept vehicle is the busiest vehicle in the fleet because it responds to most of our calls. Its primary purpose is a paramedic intercept vehicle, but is also used as a quick response vehicle to help provide medical care quicker. Last year, the Thiensville Fire Department responded to 394 calls in the Village, approximately one call per day. One way to keep the staff engaged is to perform paramedic intercepts, which tend to be the higher acuity calls. With our existing call volume, some concerns we have would be: would we be able to provide enough engagement to the paramedics for one to two calls per day, and what quality of candidate would we attract or retain?

Chief Reiels shared that there are staffing shortages globally in all industries. Experts speculate the causation is due to baby boomers retiring, declining rates of volunteerism, cultural changes, increased training requirements and municipal levy limits. For paid-on-call departments, the staff cannot commit the same hours that current or past members contributed which lead to further scheduling gaps.

Back in 1857, John Thien started the Thiensville Fire Company. Thiensville has been proud to be the first of many achievements within the County, including being the first IV-Tech level department and then progressing to the first paramedic department. In 2008, Lieutenant Borkin lost his life while in training. In 2016, Chief Reiels shared with the Board the staffing challenges. These shortages were attributed by three area fire departments becoming paramedic services, and now we are competing for the same people who lived in nearby communities.

Chief Reiels shared that as a result of the staffing shortages, mid-year in 2016, the Village created an incentive program for our existing members to be rewarded for being on call for their minimum hours and encouraged them to sign up for additional hours. In 2017 we continued to have staffing troubles, so we approached the board with our concerns. The Village Board decided to hire Joel Deutsch as a full-time employee. This helped stabilize our staffing but did not solve the problem. In early 2020, all of the Ozaukee County fire departments participated in a study regarding staffing through the Wisconsin Policy Forum. At the end of 2020, our roster was at an all-time low of 22 total members. Last year, the Wisconsin Policy Forum study was published and presented to the Village Board. We also started our recruitment, and the Director of Community Services and Public Works Andy LaFond has done a fantastic job updating our Fire Department webpage and providing information regarding recruitment. The Village Board also supported engaging with a third-party recruitment vendor that capitalizes on social media. After five years since our first full-time employee started, we continue to face staffing shortages. Earlier this year, we hired our second full-time employee and continued investigating various fire department staffing solutions.

Presently, our fire department has 34 members, which is a significant increase from the end of 2020. This is mainly due to our recruitment efforts. However, only 22 members have scheduled hours in 2022. Five members presently represent 60% of the on-call hours. With Chief Reiels retiring in June, this will create a gap of 3,500 hours of on-call time. In the last

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four months, 28% of the staff met the minimum 72 hours. Chief Reiels shared that throughout this process, it became readily apparent to everyone that the stand-alone model economically is too expensive and sustainability was questionable at best.

Chief Reiels shared that the training requirements to become Firefighter 1 is a 96-hour one-semester course that meets twice a week plus an additional 24-hour hazardous material awareness course. To become an EMT- Basic, today it is 180 hours in one semester, which meets two to three times a week. However, the requirements are increasing in 2023 to 240 hours. Lastly, becoming a paramedic is 1,800 hours of education. This meets four to five times a week for four to eight hours. It is truly a full-time job to go to paramedic school.

Assistant Chief Deutsch shared that the Village Board allocated funds for the Department to recruit and partnered with a company called Join the Fire Service in which recruitment was via social media. The Department also developed fliers and QR codes, which resulted in a significant increase in applications. There was also a recruitment banner located on the station from June until the end of the year in 2021.

Last year there was a record number of applicants - 55 applications were received:

- all applicants were contacted, but only 37 scheduled interviews
- 28 of the 55 were recommended and approved by the Village Board
- 15 were hired
- Despite the interview articulating the requirements and job duties, several applicants decided they did not want to pursue a job in the fire service and some chose not to accept the offer
- Even though we hired 15 members, we also received 6 resignations last year
- Approximately half of the members we hired did not have any certifications
- Of the 55 applications, only 5 lived in the Mequon-Thiensville area, and 2 dropped out on their own from the process. Of the remaining 3, 2 did not have any certifications at the time of hire.
- So far this year, we have received 15 applications
- 2 of those 15 live in the area, but neither have certifications

Assistant Chief Deutsch shared that call volume has increased by almost 300 calls a year (a 43% increase), or one call a day. There is a slight decrease in call volume from 2020 to 2021 which is attributed mainly to the increase of calls from COVID.

As stated in the Wisconsin Policy Forum study which was completed last year, our fire department turnout time was 5.19 minutes (this is the time from page to the time the first unit goes enroute). National standards are 60 to 90 seconds for full-time departments. A conservative estimate would be that response times would be reduced by 2 to 3 minutes because we would have full-time staff in the station ready to go.

Administrator Landisch-Hansen stated that the partnerships between Thiensville and Mequon include the school district, library, school resource officer, Bikeway Committee, Riverway Commission, Chamber of Commerce, Rotary Clubs, Lions Club, Optimist Club and Family Fun Before the Fourth.

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Chief Reiels shared that cooperation has been happening at the fire department level for many, many years and has increased over the past year due to necessity. This relationship has been improved through joint training, sharing of equipment, mutual aid responses and community outreach.

Administrator Landisch-Hansen shared that about a year ago the Village received a report from the Wisconsin Policy Forum which suggested ways to improve services throughout the County through a shared paramedic service with paramedic stations across the County creating multiple two and three-way consolidations as well as a County-wide option (north Ozaukee and south Ozaukee option). The main thread throughout all options requires adding additional full-time staffing.

There is a grant program that was recently approved by Ozaukee County. They are allocating a portion of the ARPA funds to help sustain staffing throughout Ozaukee County. Through the program, departments would be eligible for up to $200,000 per year for a period of 30 months. As part of the application process, departments must provide a way to be sustainable for these positions that are hired on. There are incentives for municipalities to consolidate by adding an additional $100,000 per year and if three or more municipalities consolidate, there would be a capital award of $100,000.

As compiled by the Joint Working Group, the negotiated intergovernmental agreement has Thiensville representation on the Board of Directors to be two out of five positions (40%). More full-time staff would be added over the next five years in a phased approach to solve staffing shortages and improve sustainability. When it comes to meetings, a quorum requires at least one member from Thiensville. There needs to be a representative from each community regarding the selling, exchange, transfer, or conveyance of assets over $100,000. There must be representation from both sides. The funding is based upon our existing budgets proportionally, so Thiensville's contribution is 15.6%. The initial term is five and a half years ending in 2027, with automatic renewals after that.

The staffing increases incrementally over the next five years to fully staff the EMS division with three full-time ambulances 24/7/365. Paid-on-call members will be retained and utilized regularly for multiple EMS calls and fire responses. There will still be opportunities for volunteers. This staffing model affords flexibility in allocating resources as needed, allows for potential future fluctuation in the job market and provides scalability.

A financial forecast stating Thiensville's contribution over the next five years was presented by Administrator Landisch-Hansen. In 2023, the proportion estimate is $282,311 and by the end of 2027 the estimate is $417,180.

Administrator Landisch-Hansen noted that earlier this year, a document was shared that outlined the fire department makeup if Thiensville were to become a full-time department. On the high-end, establishing a full-time department would cost about $2 million.

The Village's current 2022 budgeted expenditures for fire and EMS are a little over $410,000, netting out revenues (ambulance revenue, fire insurance dues and the tax levy), equals about $236,000. Using the high-end model for a Thiensville independent department would cost $1.7 million, with a projected increase of 3% in revenue would equate to a tax effect of $1.5 million which would require a referendum to pass. The Southern Ozaukee option shows a combined department with a budget of $3,111,724 and

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netting out the combined revenues, the Thiensville portion would be $282,311.35, which is an increase from our current-year budget of $46,444.35.

Again, this will be a phased approach to create the new entity. There are no plans to shut down the Thiensville station tomorrow or to sell our equipment. The main concern is staffing and to operate cooperatively. The plan is to have equipment combined by the end of 2024 and to do a facilities analysis by the end of 2025 to determine if the stations are in the correct location.

Between now and the end of the year, if the creation of a new fire department were approved, there would be an action plan starting July 1, 2022. Both departments would still operate independently but cooperatively to get through the end of the year. In order to form a new organization the following must be addressed: adjusting ordinances to reflect the fire department change, benefits and insurance, new mutual aid agreements, a budget and vehicle modifications.

Chief Reiels believes that this is a fiscally prudent plan, will stabilize the situation and shared that when you see the tower it represents and identifies the Thiensville Fire Department. Mr. Thien's vision was how to protect the Village and as the Fire Chief and Village Board it is our obligation to ensure that the duties can be performed in a timely and effective way that protects the citizens of Thiensville. Over the years, fire service has never been a static thing i.e. services and equipment were added when needed. Chief Reiels asks the community and Board to support this plan because the existing model is broken and a lot of dedicated individuals have filled in gaps to keep the Department working.

Trustee Eckert thanked all those who attended this evening and appreciates all that was shared from the Working Group. Trustee Eckert stated that this decision is not being made in haste and that we are better together. Trustee Eckert is unable to attend the Village Board meeting in May, however, welcomed any comments/concerns from residents and will share those with the Board. Lastly, Trustee Eckert stated that even with the desire to be a stand-alone department, it is more important to keep the safety of the Village in mind. Trustee Eckert shared her respect for Chief Reiels, noting that this is his recommendation and fully supports this plan.

Trustee Lange thanked all those who have put this program together. Trustee Lange is not excited to be in the position to end a 165 year old institution and is not a fan of the proposal as presented. Trustee Lange asked for clarification regarding the cost in relation to the ARPA funds and does not believe this will address the problem i.e. personnel. Trustee Lange stated that the Village at one square mile with 3,200 people seems more manageable comparing that to 50 square miles and 28,000 people. Also, noted was that the Village's 15% is only going to grow and in 2025 the current facilities may not be acceptable. A new facility could cost $7 million, times two facilities is $14 million to equip and build. In regards to recruitment, Trustee Lange believes that recruitment happens by selling and not only by posting on social media. Another concern is that the Village's 15% will only grow as Mequon grows. Trustee Lange questioned if this is really a merger or an acquisition.

Trustee Abraham thanked President Mobley, Administrator Landisch-Hansen and the Fire Department for all their work on the Working Group. Trustee Abraham was strongly against the concept, however, after attending the meetings has learned more about the situation

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and noted the following as being important: Thiensville's identity, response times and quality of care. Trustee Abraham believes that the standard of care has increased so significantly over the past 20 years. Also, Trustee Abraham inquired if there is a Thiensville site for a Thiensville station. It was confirmed that all of the Thiensville Fire Department staff will be welcomed into the new department and Thiensvlle will continue to respond to Cedarburg intercept calls for the remainder of 2022.

Trustee Kucharski thanked the Working Group for working together on this project. Trustee Kucharski shared that discussions have taken place for months with the understanding that any way will cost more money. Trustee Kucharski would still like to have the Thiensville station utilized stating that our location makes a lot of sense and questioned what the proposed plan is for dispatch. Chief Reiels shared that this has been discussed but no decision has been made at this time. This is a decision that will be made during the six-month period between the execution of the agreement and preparing for January 1, 2023. Administrator Landisch-Hansen also noted that there have been only very brief discussions regarding dispatch.

Trustee Apostolos thanked all those involved and for those in attendance. Trustee Apostolos stated that other options were looked into i.e. a hybrid model, Thiensville only department and also noted that social media is a great means of outreach as well as recruitment by word of mouth. Trustee Apostolos stated that as a Board it is their responsibility to keep the residents safe and by combining departments would give us the opportunity to have more people interested in joining our department and hire the best of the best. Those that serve are committed to provide great care no matter what community they are from. Trustee Apostolos appreciates hearing from the residents and questioned if the commitment to community engagement will continue i.e. pancake breakfast, truck-or-treat. Chief Reiels shared that Chief Zellmann does a wonderful job and over the years the two departments have gone to events together.

President Mobley shared that the new fire organization will have its own Board comprised of the Village of Thiensville President, a Village Trustee, City of Mequon Mayor, President of the City of Mequon Common Council and a member from the City of Mequon. Decisions among that Board are brought back to the Thiensville Village Board and Mequon Common Council for action.

Trustee Holyoke thanked all those in attendance this evening and stated that as a Board, we are tasked with the fiscal responsibility to do what is best for the Village and not doing this could bring down the Village. Trustee Holyoke believes that as far as recruitment, it will be easier to recruit and keep full-time paramedics and believes that this will create faster response times, whether from the Mequon station or the Thiensville station. Trustee Holyoke is in full support.

Administrator Landisch-Hansen, Chief Reiels and Assistant Chief Deutsch all support this new organization.

President Mobley thanked all those in attendance and shared that public input will be welcome at the May 2, 2022 Committee of the Whole meeting at 6:00 PM. President Mobley also thanked Chief Zellmann, and appreciation was extended to Chief Reiels for all his years of service.

DRAFT

C. Review of Village Grants Received (att)

Administrator Landisch-Hansen shared that since 2019 total grants received amount to $674,722. The Mequon-Thiensville Fishway in Village Park was updated last fall which was completed through grants from the US Fish and Wildlife Service.

D. Review And Action Regarding Resolution 2022-05 A Resolution Establishing A Line Of Succession Of Officers In The Event Of A Declaration Of Emergency (att)

MOTION by Trustee Holyoke, **SECONDED** by Trustee Apostolos to approve Resolution 2022-05 A Resolution Establishing A Line of Succession Of Officers In The Event of A Declaration of Emergency. **MOTION CARRIED UNANIMOUSLY**.

E. Review and action regarding Proclamation in Honor of Arbor Day, Friday, April 29, 2022 (att)

MOTION by Trustee Abraham, **SECONDED** by Trustee Lange to approve Proclamation in Honor of Arbor Day, Friday, April 29, 2022. **MOTION CARRIED UNANIMOUSLY**.

F. Review and action regarding the following Board appointments:

1. Board of Review:
Van A. Mobley, One-Year Term
David Lange, One-Year Term

MOTION by Trustee Kucharski, **SECONDED** by Trustee Apostolos to approve the following Board Appointments to the Board of Review: Van A. Mobley, One-Year Term and David Lange, One-Year Term. **MOTION CARRIED UNANIMOUSLY**.

G. Review and action regarding the following Citizen Appointments:

1. Board of Review:
Michael J. Dyer, 600 Bel Aire Drive, One-Year Term
John Rosing, 512 Alta Loma Drive, One-Year Term
Elmer C. Prenzlow (Alternate), 506 Oakwood Drive, One-Year Term

MOTION by Trustee Eckert, **SECONDED** by Trustee Abraham to approve the Following Citizen Appointments to the Board of Review: Michael J. Dyer, 600 Bel Aire Drive, One-Year Term, John Rosing, 512 Alta Loma Drive, One-Year Term and Elmer C. Prenzlow (Alternate), 506 Oakwood Drive, One-Year Term. **MOTION CARRIED UNANIMOUSLY**.

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H. Review and action regarding the following Staff Appointment:

1. Board of Review:
Colleen Landisch-Hansen, Administrator, Annually

MOTION by Trustee Abraham, **SECONDED** by Trustee Apostolos to approve the Staff Appointment of Colleen Landisch-Hansen to the Board of Review. **MOTION CARRIED UNANIMOUSLY**.

XIV. REPORTS AND COMMUNICATIONS

XV. UNFINISHED BUSINESS

XVI. ANY OTHER MISCELLANEOUS BUSINESS BY THE TRUSTEES AS MAY BE BROUGHT BEFORE THE BOARD, OR CARRIED OVER FROM THE PREVIOUS VILLAGE BOARD MEETING.

Trustee Lange mentioned that there is interest in getting the Village certified as a National Bird Sanctuary and questioned if that could be shared on the Village website. Administrator Landisch-Hansen shared that the Village website is used for Village committees and Village Voice for Village and civic events. Trustee Lange requested for this to be an item on an upcoming Committee of the Whole agenda.

Trustee Eckert questioned why there is a daily noon whistle and inquired if it could only be once per week. Director of Community Services/Public Works LaFond shared that the Village does not control the noon whistle and Mequon tests them all on Saturdays. Police Chief Kleppin knows that there are other communities that turn them off and test once per month. Trustee Eckert would like to put this on an upcoming Committee of the Whole agenda to discuss not having the whistle blow every day at noon.

A. Discussion regarding Thiensville Fire Department

B. Acceptance/Report Of Gifts Received

1. $500.00 Donation to 2022 Bike Safety Day from Port Washington State Bank

2. $300.00 to the Thiensville Police Department from Rosemarie Eisold

DRAFT

3. $1,000.00 from Thiensville-Mequon Rotary Foundation, Inc. for Village Park Reimagined

MOTION by Trustee Lange, **SECONDED** by Trustee Abraham to accept the Following Gifts with Much Gratitude: $500.00 Donation for 2022 Bike Safety Day from Port Washington State Bank, $300.00 to the Thiensville Police Department from Rosemarie Eisold and $1,000.00 from Thiensville-Mequon Rotary Foundation, Inc. for Villlage Park Reimagined. **MOTION CARRIED UNANIMOUSLY**.

XVII. MOTION TO ADJOURN TO CLOSED SESSION

A. **MOTION** by Trustee Lange, **SECONDED** by Trustee Apostolos to adjourn to Closed Session at 7:25 PM pursuant to Chapter 19.85(1)(c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility regarding Department of Public Works Technician.

1. Roll Call Vote

Ayes: Trustees Abraham, Apostolos, Eckert, Holyoke, Kucharski, Lange and President Mobley.
Naes: None
MOTION CARRIED.

MOTION TO RECONVENE IN OPEN SESSION

1. Vote of Board to reconvene.

MOTION by Trustee Eckert, **SECONDED** by Trustee Holyoke to Reconvene in Open Session at 7:33 PM. **MOTION CARRIED UNANIMOUSLY.**

2. Review and action regarding conditional offer to a Department of Public Works Technician candidate.

MOTION by Trustee Eckert, **SECONDED** by Trustee Holyoke to approve Extending Conditional Offer to a Department of Public Works Technician Candidate. **MOTION CARRIED UNANIMOUSLY**.

XVIII. ADJOURNMENT

MOTION by Trustee Holyoke, **SECONDED** by Trustee Kucharski to adjourn the Meeting at

DRAFT

7:36 PM. **MOTION CARRIED UNANIMOUSLY**.

Submitted by,
Amy L. Langlois, Village Clerk

VILLAGE OF THIENSVILLE
RESOLUTION NO. 2022-06
A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF THIENSVILLE AND THE CITY OF MEQUON ESTABLISHING THE SOUTHERN OZAUKEE JOINT FIRE & EMERGENCY MEDICAL SERVICES DEPARTMENT

WHEREAS, the Village of Thiensville ("Thiensville") and the City of Mequon ("Mequon") each provide emergency medical, fire, and rescue services ("Fire and EMS Services"); and

WHEREAS, Wisconsin Statutes Section 66.0301 authorizes municipal governments to enter into intergovernmental agreements to share services and/or provide for the joint exercise of municipal powers; and

WHEREAS, representatives from Thiensville participated in a joint working group with Mequon to study ways a unified department may improve and sustain Fire and EMS Services; and

WHEREAS, Thiensville representatives from the joint working group have determined that it is in the best interest of Thiensville residents to provide Fire and EMS Services from a unified department with Mequon; and

WHEREAS, the framework to provide a unified Fire and EMS Department is provided for by an intergovernmental Emergency Services Agreement which establishes the Southern Ozaukee Joint Fire and Emergency Medical Services Department; and

WHEREAS, after many deliberations and the receipt of significant input from the community, the Village of Thiensville Board of Trustees has determined that it is in the best interest of Thiensville residents to execute the intergovernmental Emergency Services Agreement.

BASED ON THE FOREGOING RECITALS, IT IS RESOLVED by the Village of Thiensville Board of Trustees, that:

1. The Emergency Services Agreement between the Cities of Mequon and the Village of Thiensville is approved subject to any clerical, typographical or other changes that, in the opinion of the Village Staff, the Village President and Village Attorney are necessary and appropriate to effectuate the purposes of this Resolution.

2. Village of Thiensville officials identified in the Emergency Services Agreement are hereby authorized and directed to execute and deliver the same on behalf of the Village.

PASSED AND ADOPTED by the Village Board of the Village of Thiensville, County of Ozaukee, State of Wisconsin on this 16th day of May, 2022.

VILLAGE OF THIENSVILLE

____

Van A. Mobley, Village President

ATTEST

____

Amy L. Langlois, Village Clerk

FRANCHISE AGREEMENT

This FRANCHISE AGREEMENT, made and entered into at Thiensville, Wisconsin, this 15th day of May, 2017, by and between the parties below.

WITNESSETH:

ARTICLE 1. BASIC PROVISIONS AND DEFINED TERMS

a. Franchisor: The Village of Thiensville, a Wisconsin Municipal Corporation.

b. Franchisor's Address: 250 Elm Street, Thiensville, WI 53092.

c. Franchisee: Fiddleheads, Raymond Marcy.

d. Franchisee's Address: 192 S. Main St., Thiensville, WI 53092.

e. Premises: Outdoor seating area approximately 3 feet, 8 inches wide by 11 feet, 6 inches long. The area is located adjacent to the front gazebo elevation and will be used for a patio and fence. At all times the public sidewalk must be maintained.

f. Franchise Term: Commencing on May 16, 2017, and ending on June 30, 2022.

g. Compensation: Franchisee shall provide $0 to the Franchisor.

h. Security Deposit: $0

i. Permitted Use: Outdoor patio area with a fence. Additional uses may be allowed upon prior written consent of Franchisor. Such consent shall be at the discretion of Franchisor and may be granted by the Village Administrator.

Each of the foregoing basic provisions and defined terms shall be construed in conjunction with and limited by the reference thereto in the other provisions of the Agreement.

ARTICLE 2. GRANTING CLAUSES AND RENEWAL TERM

Franchisor hereby demises and leases to Franchisee and Franchisee hereby rents and takes from the Franchisor the Premises, to have and to hold the Premises for the Franchise Term, all upon the terms and conditions, and subject to the limitations, restrictions, and reservations, herein provided.

This Agreement shall be contingent upon the Village Board of the Franchisor granting the necessary special exception permit to allow private use of the public right-of-way. In the

event that this permit is not granted to the Franchisee, for any reason, this Agreement shall be null and void.

ARTICLE 3. ACCEPTANCE OF PREMISES

a. Franchisee accepts the premises as is. Franchisee shall promptly report to Franchisor any unsafe condition of the pavement surface that may develop on the Premises.

ARTICLE 4. USE AND CARE OF PREMISES

a. Use. The Premises shall be occupied and used only for the purposes set forth in paragraph i. of Article 1 and for no other purpose whatsoever.

b. Compliance with Laws. Franchisee shall promptly comply with all laws, ordinances, orders, and regulations affecting the Premises and the cleanliness, safety operation, and use thereof, including, but not limited to, compliance with any State of Wisconsin Health Department regulations and all applicable requirements under the Americans with Disabilities Act.

c. Restrictions on Use of Premises. Franchisee shall no (i) permit any unlawful practice to be carried on or committed on the Premises; (ii) make any use of or allow the Premises to be used in any manner or for any purpose that might invalidate or increase the rate of insurance on any policy maintained by the Franchisor; (iii) use the Premises for any purposes which might create a nuisance or injure the reputation of the Premises or the Franchisor; (iv) deface or injure the Premises; (v) commit or suffer any waste; (vi) permit any objectionable or unpleasant odors to emanate from the Premises.

d. Signs and Advertisements. No sign, advertisement, display, notice, or other lettering shall be exhibited, inscribed, painted, or affixed on any part of the Premises. This includes, but is not limited to, temporary signage of any kind, or signage on umbrellas over tables, unless by prior written authorization from the Village of Thiensville Plan Commission.

e. Care of Premises. Tenant shall take good care of the Premises and keep the same free from waste, rodents, and insects at all times and shall carefully store in an orderly manner all trash and garbage within the Premises.

f. Operation. Franchisee shall conduct Franchisee's business at all times in a first-class high-grade manner consistent with reputable business standards and practices in good faith.

g. Fencing. The Premises shall be fenced in and any fencing is subject to prior written approval by the Village of Thiensville Plan Commission. The fencing shall be entirely enclosed. Direct access to the Premises shall be only from the south existing structure-

Franchisee's Address. The fence shall be removable for purposes of granting emergency access and upon termination of the Franchise Term and shall not be adhered to the surface of the pavement.

h. Liquor License. If alcoholic beverages are to be consumed in the Premises, then Franchisee shall amend Franchisee's liquor license to show this expanded area.

ARTICLE 5. REPAIR AND MAINTENANCE ON PREMISES

a. Franchisee's Repairs. Except for repairs occasioned by the negligence of the Franchisor, its employees, agents, or invitees, Franchisee shall keep the Premises in good, clean condition and shall, at Franchisee's sole cost and expense, make all needed repairs and replacements. If any repairs required to be made by Franchisee hereunder are not made within 30 days after written notice delivered to Franchisee by Franchisor, Franchisor may, at its option, make such repairs without liability to Franchisee for any loss or damage which may result and Franchisee shall pay to Franchisor upon demand as additional rental hereunder the cost of such repairs. At the expiration of the Franchise Term, Franchisee shall surrender the Premises in good condition, reasonable wear and tear excepted. Amounts not repaid on a timely basis will be considered default and Franchisor shall have the right of default as described herein.

ARTICLE 6. ALTERATIONS

Franchisee shall not attach any fixtures or article to the Premises, or make any alterations, additions, improvements, or change whatsoever in the Premises without the written consent of the Franchisor.

ARTICLE 7. LIENS

Franchisee shall promptly pay for all work done or material furnished in or about the Premises and will not permit or suffer any lien to attach to the Premises and shall promptly cause such lien or any claim therefore to be released.

ARTICLE 8. INSURANCE

a. Casualty Insurance. Franchisee agrees at all times, at its expense, to keep its merchandise, fixtures, equipment, leasehold improvements, and other property situated within the Premises insured against fire and other hazards, with extended coverage, to the extent of at least 80% of the replacement value thereof.
b. Liability Insurance. Franchisee agrees to carry during the term hereof public liability insurance in respect of the Premises written by a company satisfactory to the Franchisor providing coverage in the minimum amount of $1,000,000 against liability for injury to or death of any person and $2,000,000 against liability arising out of any one accident or

occurrence, and also $50,000 against liability arising out of damage to property. Such insurance shall name Franchisor, its agents, beneficiaries, and employees as additional insured parties and shall provide that Franchisor shall be given a minimum of ten (10) days' notice by the insurance company prior to cancellation, termination, or change of such insurance. Franchisee shall provide Franchisor with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof.

ARTICLE 9. WAIVER OF SUBROGRATION

Franchisor, Franchisee, and all parties claiming under them mutually, release and discharge each other from all claims and liabilities arising from or caused by fire or other casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the Premises or in connection with property on or activities conducted on the Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof. Franchisor and Franchisee further agree that all fire and extended coverage insurance, boiler insurance, and other insurances carried by each covering losses arising out of destruction or damage to the Premises or its contents or to adjoining building shall provide for a waiver of rights or subrogation against Franchisor and Franchisee, as the case may be, on the part of the insurance carrier.

ARTICLE 10. ASSIGNMENT AND SUBLETTING

Franchisee shall not sublet the Premises in whole or in part and shall not sell, assign, mortgage, pledge, or in any manner transfer this lease or any interests therein without in each case the consent in writing of the Franchisor first had and obtained, which consent will not be unreasonably withheld, nor permit any transfer of Franchisee's interest created hereby or allow any lien upon Franchisee's interest by operation of law, nor permit the use or occupancy of the Premises or any part thereof by anyone other than Franchisee.

The Thiensville Village Administrator shall be designated as the representative of Franchisor to approve any sub-franchisee.

ARTICLE 11. ACCESS TO PREMISES

Franchisee agrees that Franchisor, its agents, employees and servants, and any other person authorized by Franchisor may, upon reasonable notice and without disruption of the business of Franchisee (except for emergencies), enter the Premises for the purpose of inspecting and making such repairs (structural or otherwise), additions, improvements, changes, or alterations to the Premises as may be required under this Agreement or as Franchisor may elect. Any entry into or inspection of or repairs, additions, improvements, changes, or alterations to the Premises pursuant to this Article shall not constitute eviction of Franchisee in whole or in part and the rent shall not abate while such work is being done by reason of loss or interruption of business of Franchisee or otherwise. In the event of any such repairs, additions, improvements, changes, or alterations, Franchisee shall, at Franchisee's sole cost and expense, remove promptly Franchisee's fixtures, equipment, inventory, and other property to the extent required to enable Franchisor to make such repairs, additions, improvements, changes, or alterations. In the event of an emergency, no notice shall be due Franchisee in order for Franchisor to have access. Nothing in this Article or Agreement shall preclude or prohibit the Building Inspector from acting or exercising his duties under and pursuant to the Thiensville Code of Ordinances.

ARTICLE 12. DEFAULT OF FRANCHISEE

a. Event of Default. An event of default shall be deemed to have occurred if (i) Franchisee shall fail to provide the requisite Compensation and such failure shall continue for a period of 10 days, or (ii) Franchisee fails to procure or maintain any policy of insurance required under this Agreement, and such default shall continue for a period of 10 days after delivery to Franchisee of notice specifying such default, or (iii) Franchisee fails in the prompt and full performance of any covenants, condition, or agreement of this Agreement and such reasonable time (in no event to exceed 30 days) after delivery of performance, or (iv) the Premises shall be vacated or abandoned or shall cease to be used for the purpose permitted under this Agreement for a period of 15 days, or (v) any proceeding shall be commenced to declare Franchisee bankrupt, dissolved, or insolvent or to obtain relief under any chapter or provision of any bankruptcy or debtor relief law or act or to reduce or modify Franchisee's debts or obligations or to delay or to extend the payment thereof, or any assignment of Franchisee's property be made for benefit of creditors, or a receiver or trustee be appointed for Franchisee or any of Franchisee's property or business. Upon the occurrence of any event of default, Franchisor may, at its option, without further notice or demand of any kind to Franchisee or any other person, exercise the following described remedies (in addition to all other legal or equitable remedies):

   i. Franchisor may enter the Premises, without terminating this Agreement, and perform any covenant or agreement or satisfy or observe any condition creating or giving rise to a default under this Agreement. Franchisor, its agents or employees, shall have the right to enter the Premises and such entry and such performance shall not terminate this Agreement or constitute an eviction of Franchisee in whole or in part, nor relieve Franchisee from the continued performance of all covenants, conditions, and agreements in this Agreement. Franchisee further agrees that Franchisor shall not be liable for any claims for loss or damage to Franchisee or anyone claiming through or under Franchisee.

   ii. Franchisor may terminate Franchisee's right of possession, without termination of this Agreement, in which event Franchisee agrees to surrender possession and vacate the Premises immediately and deliver possession thereof to Franchisor and Franchisee hereby grants to Franchisor full and free license to enter into and upon the Premises, in whole or in part, with or without process of law and to repossess Franchisor of the Premises or any part thereof and to expel or remove Franchisee and any other person, firm, or corporation who may be occupying or within the Premises or any part thereof and remove any and all property there form, using such force as may be necessary, without terminating this Agreement or releasing Franchisee in whole or in part from Franchisee's obligation to provide the requisite Compensation and perform any of the covenants, conditions, and agreement to be performed by Franchisee as provided in this Agreement without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, and without relinquishing Franchisor's right to rental or any other notice of any election made by Franchisor under this Article, demand for payment of rent or for possession, including any and every form of demand and notice prescribed by any statute or other law.

b. No Waiver. The service of a notice to quit the Premises, demand for possession, notice that the tenancy hereby created will be terminated on any date, institution of an action of forcible detainer or ejectment or entering of a judgment for possession of the Premises shall not relieve Franchisee from Franchisee's obligation to pay the requisite Compensation hereunder during the balance of the Franchise Term or any extension thereof, except as herein expressly provided. The providing of the requisite Compensation by the Franchisee thereof shall not constitute a waiver of or affect any notice or demand given, suit instituted, or judgment obtained by Franchisor, or be held to waive, affect, change, modify, or alter the rights or remedies which Franchisor may have to equity or at law or by virtue of this Agreement at the time of such payment.

ARTICLE 13. COSTS, EXPENSES, ATTORNEY'S FEES

In any action to enforce the covenants and agreements of this Agreement, the prevailing party shall recover from the other party all costs, expenses, and reasonable attorney's fees incurred or paid by the prevailing party in connection with such litigation or enforcement of the covenants and agreements set forth herein.

ARTICLE 14. SURRENDER OF PREMISES

Upon expiration or termination of this Agreement, either by lapse of time or otherwise, Franchisee shall peaceably surrender to Franchisor, the Premises, other than Franchisee's unattached movable trade fixtures, in broom clean condition and in good repair, except for Acts of God and ordinary use and wear.

ARTICLE 15. NOTICES

Notices and demands required or permitted to be given hereunder may be given by personal delivery to either party or any officer of the party to be notified, or may be sent by certified mail, return receipt requested, addressed, postage prepaid, to the following representatives and addresses:

Franchisor: Village of Thiensville, Attention : Village Administrator, 250 Elm Street, Thiensville, WI 53092.

Franchisee: Fiddleheads, Raymond Marcy, 192 S. Main St., Thiensville, WI 53092.

ARTICLE 16. REMEDIES

All rights and remedies of Franchisor herein created or reserved or otherwise existing at law, are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as Franchisor shall deem desirable.

ARTICLE 17. REPRESENTATIONS

It is understood and agreed by Franchisee that Franchisor has made no representations or promises with respect to the Premises or the making or entry into this Agreement except as in this Agreement expressly set forth, and that no claim or liability or cause for termination shall be asserted by Franchisee against Franchisor for, and Franchisor shall not be liable by reason of breach of, any representations or promises not expressly stated in this Agreement.

ARTICLE 18. WAIVER

The failure of Franchisor to insist upon strict performance by Franchisee of any of the covenants, conditions, and agreements of this Agreement shall not be deemed a waiver of any of Franchisor's rights or remedies and shall not be deemed a waiver of any subsequent breach or default by Franchisee in any of the covenants, conditions, and agreements of this Agreement. No surrender of the Premises shall be effected by Franchisor's acceptance of rent or by the other means whatsoever unless the same be evidenced by Franchisor's written acceptance of such a surrender.

ARTICLE 19. MISCELLANEOUS

a. Time is of the Essence. The time of the performance of all of the covenants, conditions, and agreements of this Agreement is of the essence of this Agreement. Nothing herein

shall be construed so as to constitute a joint venture or partnership between Franchisor and Franchisee.

b. Quiet Enjoyment. Franchisor hereby covenants and agrees that if Franchisee shall perform all of the covenants and agreements herein required to be performed on the part of Franchisee, Franchisee shall, subject to the terms of this Agreement, at all times during the continuance of this Agreement have the peaceable and quiet enjoyment and possession of the Premises.

c. Entire Agreement and Amendments. This Agreement and the Exhibits hereto contain the entire agreement between the parties, and no such agreement shall be effective to change, modify, or terminate this Agreement, in whole or in part, unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification, or termination is sought.

d. Interpretation. The necessary grammatical changes required to make the provisions of this Agreement apply to the plural sense, where there is more than one franchisee and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though, in each case, fully expressed. The laws of the State of Wisconsin shall govern the validity, performance, and enforcement of this Agreement. The submission of this Agreement for examination does not constitute an offer to lease, or a reservation of or option for the Premises, and this Agreement becomes effective only upon execution and delivery thereof by Franchisor and Franchisee. The captions used herein are convenience only and do not define, limit, describe, or construe the terms of this Agreement.

e. Severability. No provision of this Agreement shall be construed or interpreted in any manner which would render such provision invalid. If any provisions of this Agreement is held to be invalid, such invalid provision shall be deemed to be severable from, and shall not affect the validity of, the remainder of this Agreement.

f. Terms Binding. All covenants, promises, conditions, representations, and agreements herein contained shall be binding upon, apply, and inure to the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns. Franchisee warrants and represents that this Agreement is being signed by a duly authorized representative of Franchisee.

IN WITNESS THEREOF, the parties hereto have executed and delivered this Agreement on the day and year first above written.

FRANCHISEE: FIDDLEHEADS

By: ____________________

Raymond Marcy

FRANCHISOR: Village of Thiensville

By: ____________________

Van A. Mobley, Village President

Attested to:

____

Amy L. Langlois, Village Clerk

FRANCHISE AGREEMENT

This FRANCHISE AGREEMENT, made and entered into at Thiensville, Wisconsin, this 16th day of May, 2022, by and between the parties below.

WITNESSETH:

ARTICLE 1. BASIC PROVISIONS AND DEFINED TERMS

a. Franchisor: The Village of Thiensville, a Wisconsin Municipal Corporation.

b. Franchisor's Address: 250 Elm Street, Thiensville, WI 53092.

c. Franchisee: Fiddleheads, Raymond Marcy.

d. Franchisee's Address: 192 South Main Street, Thiensville, WI 53092.

e. Premises: Outdoor seating area approximately 3 feet, 8 inches wide by 11 feet, 6 inches long. The area is located adjacent to the front gazebo elevation and will be used for a patio and fence. At times the public sidewalk must be maintained.

f. Franchise Term: Commencing on July 1, 2022, and ending on June 30, 2027.

g. Compensation: Franchisee shall provide $0 to the Franchisor.

h. Security Deposit: $0

i. Permitted Use: Outdoor patio area with a fence. Additional uses may be allowed upon prior written consent of Franchisor. Such consent shall be at the discretion of Franchisor and may be granted by the Village Administrator.

Each of the foregoing basic provisions and defined terms shall be construed in conjunction with and limited by the reference thereto in the other provisions of the Agreement.

ARTICLE 2. GRANTING CLAUSES AND RENEWAL TERM

Franchisor hereby demises and leases to Franchisee and Franchisee hereby rents and takes from the Franchisor the Premises, to have and to hold the Premises for the Franchise Term, all upon the terms and conditions, and subject to the limitations, restrictions, and reservations, herein provided.

This Agreement shall be contingent upon the Village Board of the Franchisor granting the necessary special exception permit to allow private use of the public right-of-way. In the

event that this permit is not granted to the Franchisee, for any reason, this Agreement shall be null and void.

ARTICLE 3. ACCEPTANCE OF PREMISES

a. Franchisee accepts the premises as is. Franchisee shall promptly report to Franchisor any unsafe condition of the pavement surface that may develop on the Premises.

ARTICLE 4. USE AND CARE OF PREMISES

a. Use. The Premises shall be occupied and used only for the purposes set forth in paragraph i. of Article 1 and for no other purpose whatsoever.

b. Compliance with Laws. Franchisee shall promptly comply with all laws, ordinances, orders, and regulations affecting the Premises and the cleanliness, safety operation, and use thereof, including, but not limited to, compliance with any State of Wisconsin Health Department regulations and all applicable requirements under the Americans with Disabilities Act.

c. Restrictions on Use of Premises. Franchisee shall no (i) permit any unlawful practice to be carried on or committed on the Premises; (ii) make any use of or allow the Premises to be used in any manner or for any purpose that might invalidate or increase the rate of insurance on any policy maintained by the Franchisor; (iii) use the Premises for any purposes which might create a nuisance or injure the reputation of the Premises or the Franchisor; (iv) deface or injure the Premises; (v) commit or suffer any waste; (vi) permit any objectionable or unpleasant odors to emanate from the Premises.

d. Signs and Advertisements. No sign, advertisement, display, notice, or other lettering shall be exhibited, inscribed, painted, or affixed on any part of the Premises. This includes, but is not limited to, temporary signage of any kind, or signage on umbrellas over tables, unless by prior written authorization from the Village of Thiensville Planning and Development Department.

e. Care of Premises. Tenant shall take good care of the Premises and keep the same free from waste, rodents, and insects at all times and shall carefully store in an orderly manner all trash and garbage within the Premises.

f. Operation. Franchisee shall conduct Franchisee’s business at all times in a first-class high-grade manner consistent with reputable business standards and practices in good faith.

g. Fencing. The Premises shall be fenced in and any fencing is subject to prior written approval by the Village of Thiensville Plan Commission. The fencing shall be entirely enclosed. Direct access to the Premises shall be only from the south existing structure- Franchisee's Address. The fence shall be removable for purposes of granting emergency access and upon termination of the Franchise Term and shall not be adhered to the surface of the pavement.

h. Liquor License. If alcoholic beverages are to be consumed in the Premises, then Franchisee shall amend Franchisee's liquor license to show this expanded area.

ARTICLE 5. REPAIR AND MAINTENANCE ON PREMISES

a. Franchisee's Repairs. Except for repairs occasioned by the negligence of the Franchisor, its employees, agents, or invitees, Franchisee shall keep the Premises in good, clean condition and shall, at Franchisee's sole cost and expense, make all needed repairs and replacements. If any repairs required to be made by Franchisee hereunder are not made within 30 days after written notice delivered to Franchisee by Franchisor, Franchisor may, at its option, make such repairs without liability to Franchisee for any loss or damage which may result and Franchisee shall pay to Franchisor upon demand as additional rental hereunder the cost of such repairs. At the expiration of the Franchise Term, Franchisee shall surrender the Premises in good condition, reasonable wear and tear excepted. Amounts not repaid on a timely basis will be considered default and Franchisor shall have the right of default as described herein.

ARTICLE 6. ALETERATIONS

Franchisee shall not attach any fixtures or article to the Premises, or make any alterations, additions, improvements, or change whatsoever in the Premises without the written consent of the Franchisor.

ARTICLE 7. LIENS

Franchisee shall promptly pay for all work done or material furnished in or about the Premises and will not permit or suffer any lien to attach to the Premises and shall promptly cause such lien or any claim therefore to be released.

ARTICLE 8. INSURANCE

a. Casualty Insurance. Franchisee agrees at all times, at its expense, to keep its merchandise, fixtures, equipment, leasehold improvements, and other property situated within the Premises insured against fire and other hazards, with extended coverage, to the extent of at least 80% of the replacement value thereof.
b. Liability Insurance. Franchisee agrees to carry during the term hereof public liability insurance in respect of the Premises written by a company satisfactory to the Franchisor providing coverage in the minimum amount of $1,000,000 against liability for injury to

or death of any person and $2,000,000 against liability arising out of any one accident or occurrence, and also $50,000 against liability arising out of damage to property. Such insurance shall name Franchisor, its agents, beneficiaries, and employees as additional insured parties and shall provide that Franchisor shall be given a minimum of ten (10) days' notice by the insurance company prior to cancellation, termination, or change of such insurance. Franchisee shall provide Franchisor with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof.

ARTICLE 9. WAIVER OF SUBROGATION

Franchisor, Franchisee, and all parties claiming under them mutually, release and discharge each other from all claims and liabilities arising from or caused by fire or other casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the Premises or in connection with property on or activities conducted on the Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof. Franchisor and Franchisee further agree that all fire and extended coverage insurance, boiler insurance, and other insurances carried by each covering losses arising out of destruction or damage to the Premises or its contents or to adjoining building shall provide for a waiver of rights or subrogation against Franchisor and Franchisee, as the case may be, on the part of the insurance carrier.

ARTICLE 10. ASSIGNMENT AND SUBLETTING

Franchisee shall not sublet the Premises in whole or in part and shall not sell, assign, mortgage, pledge, or in any manner transfer this lease or any interests therein without in each case the consent in writing of the Franchisor first had and obtained, which consent will not be unreasonably withheld, nor permit any transfer of Franchisee's interest created hereby or allow any lien upon Franchisee's interest by operation of law, nor permit the use or occupancy of the Premises or any part thereof by anyone other than Franchisee.

The Thiensville Village Administrator shall be designated as the representative of Franchisor to approve any sub-franchisee.

ARTICLE 11. ACCESS TO PREMISES

Franchisee agrees that Franchisor, its agents, employees and servants, and any other person authorized by Franchisor may, upon reasonable notice and without disruption of the business of Franchisee (except for emergencies), enter the Premises for the purpose of inspecting and making such repairs (structural or otherwise), additions, improvements, changes, or alterations to the Premises as may be required under this Agreement or as Franchisor may elect. Any entry into or inspection of or repairs, additions, improvements, changes, or alterations to the Premises pursuant to this Article shall not constitute eviction of Franchisee in whole or in part and the rent shall not abate while such work is being done by reason of loss or interruption of business of Franchisee or otherwise. In the event of any such repairs, additions, improvements, changes, or alterations, Franchisee shall, at Franchisee's sole cost and expense, remove promptly Franchisee's fixtures, equipment, inventory, and other property to the extent required to enable Franchisor to make such repairs, additions, improvements, changes, or alterations. In the event of an emergency, no notice shall be due Franchisee in order for Franchisor to have access. Nothing in this Article or Agreement shall preclude or prohibit the Building Inspector from acting or exercising his duties under and pursuant to the Thiensville Code of Ordinances.

ARTICLE 12. DEFAULT OF FRANCHISEE

a. <u>Event of Default</u>. An event of default shall be deemed to have occurred if (i) Franchisee shall fail to provide the requisite Compensation and such failure shall continue for a period of 10 days, or (ii) Franchisee fails to procure or maintain any policy of insurance required under this Agreement, and such default shall continue for a period of 10 days after delivery to Franchisee of notice specifying such default, or (iii) Franchisee fails in the prompt and full performance of any covenants, condition, or agreement of this Agreement and such reasonable time (in no event to exceed 30 days) after delivery of performance, or (iv) the Premises shall be vacated or abandoned or shall cease to be used for the purpose permitted under this Agreement for a period of 15 days, or (v) any proceeding shall be commenced to declare Franchisee bankrupt, dissolved, or insolvent or to obtain relief under any chapter or provision of any bankruptcy or debtor relief law or act or to reduce or modify Franchisee's debts or obligations or to delay or to extend the payment thereof, or any assignment of Franchisee's property be made for benefit of creditors, or a receiver or trustee be appointed for Franchisee or any of Franchisee's property or business. Upon the occurrence of any event of default, Franchisor may, at its option, without further notice or demand of any kind to Franchisee or any other person, exercise the following described remedies (in addition to all other legal or equitable remedies):

   i. Franchisor may enter the Premises, without terminating this Agreement, and perform any covenant or agreement or satisfy or observe any condition creating or giving rise to a default under this Agreement. Franchisor, its agents or employees, shall have the right to enter the Premises and such entry and such performance shall not terminate this Agreement or constitute an eviction of Franchisee in whole or in part, nor relieve Franchisee from the continued performance of all covenants, conditions, and agreements in this Agreement. Franchisee further agrees that Franchisor shall not be liable for any claims for loss or damage to Franchisee or anyone claiming through or under Franchisee.

ii. Franchisor may terminate Franchisee’s right of possession, without termination of this Agreement, in which event Franchisee agrees to surrender possession and vacate the Premises immediately and deliver possession thereof to Franchisor and Franchisee hereby grants to Franchisor full and free license to enter into and upon the Premises, in whole or in part, with or without process of law and to repossess Franchisor of the Premises or any part thereof and to expel or remove Franchisee and any other person, firm, or corporation who may be occupying or within the Premises or any part thereof and remove any and all property there form, using such force as may be necessary, without terminating this Agreement or releasing Franchisee in whole or in part from Franchisee’s obligation to provide the requisite Compensation and perform any of the covenants, conditions, and agreement to be performed by Franchisee as provided in this Agreement without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, and without relinquishing Franchisor’s right to rental or any other notice of any election made by Franchisor under this Article, demand for payment of rent or for possession, including any and every form of demand and notice prescribed by any statute or other law.

b. No Waiver. The service of a notice to quit the Premises, demand for possession, notice that the tenancy hereby created will be terminated on any date, institution of an action of forcible detainer or ejectment or entering of a judgment for possession of the Premises shall not relieve Franchisee from Franchisee’s obligation to pay the requisite Compensation hereunder during the balance of the Franchise Term or any extension thereof, except as herein expressly provided. The providing of the requisite Compensation by the Franchisee thereof shall not constitute a waiver of or affect any notice or demand given, suit instituted, or judgment obtained by Franchisor, or be held to waive, affect, change, modify, or alter the rights or remedies which Franchisor may have to equity or at law or by virtue of this Agreement at the time of such payment.

ARTICLE 13. COSTS, EXPENSES, ATTORNEY’S FEES

In any action to enforce the covenants and agreements of this Agreement, the prevailing party shall recover from the other party all costs, expenses, and reasonable attorney’s fees incurred or paid by the prevailing party in connection with such litigation or enforcement of the covenants and agreements set forth herein.

ARTICLE 14. SURRENDER OF PREMISES

Upon expiration or termination of this Agreement, either by lapse of time or otherwise, Franchisee shall peaceably surrender to Franchisor, the Premises, other than Franchisee’s unattached movable trade fixtures, in broom clean condition and in good repair, except for Acts of God and ordinary use and wear.

ARTICLE 15. NOTICES

Notices and demands required or permitted to be given hereunder may be given by personal delivery to either party or any officer of the party to be notified, or may be sent by certified mail, return receipt requested, addressed, postage prepaid, to the following representatives and addresses:

Franchisor: Village of Thiensville, Attention: Village Administrator, 250 Elm Street, Thiensville, WI 53092.

Franchisee: Fiddleheads, Raymond Marcy, 192 South Main Street, Thiensville, WI 53092.

ARTICLE 16. REMEDIES

All rights and remedies of Franchisor herein created or reserved or otherwise existing at law, are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as Franchisor shall deem desirable.

ARTICLE 17. REPRESENTATIONS

It is understood and agreed by Franchisee that Franchisor has made no representations or promises with respect to the Premises or the making or entry into this Agreement except as in this Agreement expressly set forth, and that no claim or liability or cause for termination shall be asserted by Franchisee against Franchisor for, and Franchisor shall not be liable by reason of breach of, any representations or promises not expressly stated in this Agreement.

ARTICLE 18. WAIVER

The failure of Franchisor to insist upon strict performance by Franchisee of any of the covenants, conditions, and agreements of this Agreement shall not be deemed a waiver of any of Franchisor's rights or remedies and shall not be deemed a waiver of any subsequent breach or default by Franchisee in any of the covenants, conditions, and agreements of this Agreement. No surrender of the Premises shall be effected by Franchisor's acceptance of rent or by the other means whatsoever unless the same be evidenced by Franchisor's written acceptance of such a surrender.

ARTICLE 19. MISCELLANEOUS

a. Time is of the Essence. The time of the performance of all of the covenants, conditions, and agreements of this Agreement is of the essence of this Agreement. Nothing herein

shall be construed so as to constitute a joint venture or partnership between Franchisor and Franchisee.

b. Quiet Enjoyment. Franchisor hereby covenants and agrees that if Franchisee shall perform all of the covenants and agreements herein required to be performed on the part of Franchisee, Franchisee shall, subject to the terms of this Agreement, at all times during the continuance of this Agreement have the peaceable and quiet enjoyment and possession of the Premises.

c. Entire Agreement and Amendments. This Agreement and the Exhibits hereto contain the entire agreement between the parties, and no such agreement shall be effective to change, modify, or terminate this Agreement, in whole or in part, unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification, or termination is sought.

d. Interpretation. The necessary grammatical changes required to make the provisions of this Agreement apply to the plural sense, where there is more than one franchisee and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though, in each case, fully expressed. The laws of the State of Wisconsin shall govern the validity, performance, and enforcement of this Agreement. The submission of this Agreement for examination does not constitute an offer to lease, or a reservation of or option for the Premises, and this Agreement becomes effective only upon execution and delivery thereof by Franchisor and Franchisee. The captions used herein are convenience only and do not define, limit, describe, or construe the terms of this Agreement.

e. Severability. No provision of this Agreement shall be construed or interpreted in any manner which would render such provision invalid. If any provisions of this Agreement is held to be invalid, such invalid provision shall be deemed to be severable from, and shall not affect the validity of, the remainder of this Agreement.

f. Terms Binding. All covenants, promises, conditions, representations, and agreements herein contained shall be binding upon, apply, and inure to the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns. Franchisee warrants and represents that this Agreement is being signed by a duly authorized representative of Franchisee.

WITNESS THEREOF, the parties hereto have executed and delivered this Agreement on the day and year first above written.

FRANCHISEE: Fiddleheads

By: ____________________________

Raymond Marcy

FRANCHISOR: Village of Thiensville

By: __________________________________

Van A. Mobley, Village President

Attested to:

____

Amy L. Langlois, Village Clerk

FRANCHISE AGREEMENT

This FRANCHISE AGREEMENT, made and entered into at Thiensville, Wisconsin, this 15th day of May, 2017, by and between the parties below.

WITNESSETH:

ARTICLE 1. BASIC PROVISIONS AND DEFINED TERMS

a. Franchisor: The Village of Thiensville, a Wisconsin Municipal Corporation.

b. Franchisor's Address: 250 Elm Street, Thiensville, WI 53092.

c. Franchisee: Cheel, LLC., Matthew Buerossie, Agent.

d. Franchisee's Address: 105 S. Main St., Thiensville, WI 53092.

e. Premises: Outdoor seating area approximately 2 feet, 4 inches wide by 35 feet, 10 inches long. The area is located adjacent to the front building elevation and will be fenced per terms of this lease. At all times 5 feet, 0 inches must be maintained for the public sidewalk.

f. Franchise Term: Commencing on May 16, 2017, and ending on June 30, 2022.

g. Compensation: Franchisee shall provide $0 to the Franchisor.

h. Security Deposit: $0

i. Permitted Use: Outdoor seating area for dining only for up to 0 four-person tables and 3 two-person tables. Additional uses may be allowed upon prior written consent of Franchisor. Such consent shall be at the discretion of Franchisor and may be granted by the Village Administrator.

Each of the foregoing basic provisions and defined terms shall be construed in conjunction with and limited by the reference thereto in the other provisions of the Agreement.

ARTICLE 2. GRANTING CLAUSES AND RENEWAL TERM

Franchisor hereby demises and leases to Franchisee and Franchisee hereby rents and takes from the Franchisor the Premises, to have and to hold the Premises for the Franchise Term, all upon the terms and conditions, and subject to the limitations, restrictions, and reservations, herein provided.

This Agreement shall be contingent upon the Village Board of the Franchisor granting the necessary special exception permit to allow private use of the public right-of-way. In the event that this permit is not granted to the Franchisee, for any reason, this Agreement shall be null and void.

ARTICLE 3. ACCEPTANCE OF PREMISES

a. Franchisee accepts the premises as is. Franchisee shall promptly report to Franchisor any unsafe condition of the pavement surface that may develop on the Premises.

ARTICLE 4. USE AND CARE OF PREMISES

a. Use. The Premises shall be occupied and used only for the purposes set forth in paragraph i. of Article 1 and for no other purpose whatsoever.

b. Compliance with Laws. Franchisee shall promptly comply with all laws, ordinances, orders, and regulations affecting the Premises and the cleanliness, safety operation, and use thereof, including, but not limited to, compliance with any State of Wisconsin Health Department regulations and all applicable requirements under the Americans with Disabilities Act.

c. Restrictions on Use of Premises. Franchisee shall no (i) permit any unlawful practice to be carried on or committed on the Premises; (ii) make any use of or allow the Premises to be used in any manner or for any purpose that might invalidate or increase the rate of insurance on any policy maintained by the Franchisor; (iii) use the Premises for any purposes which might create a nuisance or injure the reputation of the Premises or the Franchisor; (iv) deface or injure the Premises; (v) commit or suffer any waste; (vi) permit any objectionable or unpleasant odors to emanate from the Premises.

d. Signs and Advertisements. No sign, advertisement, display, notice, or other lettering shall be exhibited, inscribed, painted, or affixed on any part of the Premises. This includes, but is not limited to, temporary signage of any kind, or signage on umbrellas over tables, unless by prior written authorization from the Village of Thiensville Plan Commission.

e. Care of Premises. Tenant shall take good care of the Premises and keep the same free from waste, rodents, and insects at all times and shall carefully store in an orderly manner all trash and garbage within the Premises.

f. Operation. Franchisee shall conduct Franchisee's business at all times in a first-class high-grade manner consistent with reputable business standards and practices in good faith.

g. Fencing. The Premises shall be fenced in and any fencing is subject to prior written approval by the Village of Thiensville Plan Commission. The fencing shall be entirely enclosed. Direct access to the Premises shall be only from the north existing doors to Franchisee's Address. The fence shall be removable for purposes of granting emergency access and upon termination of the Franchise Term and shall not be adhered to the surface of the pavement.

h. Liquor License. If alcoholic beverages are to be consumed in the Premises, then Franchisee shall amend Franchisee's liquor license to show this expanded area.

ARTICLE 5. REPAIR AND MAINTENANCE ON PREMISES

a. Franchisee's Repairs. Except for repairs occasioned by the negligence of the Franchisor, its employees, agents, or invitees, Franchisee shall keep the Premises in good, clean condition and shall, at Franchisee's sole cost and expense, make all needed repairs and replacements. If any repairs required to be made by Franchisee hereunder are not made within 30 days after written notice delivered to Franchisee by Franchisor, Franchisor may, at its option, make such repairs without liability to Franchisee for any loss or damage which may result and Franchisee shall pay to Franchisor upon demand as additional rental hereunder the cost of such repairs. At the expiration of the Franchise Term, Franchisee shall surrender the Premises in good condition, reasonable wear and tear excepted. Amounts not repaid on a timely basis will be considered default and Franchisor shall have the right of default as described herein.

ARTICLE 6. ALTERATIONS

Franchisee shall not attach any fixtures or article to the Premises, or make any alterations, additions, improvements, or change whatsoever in the Premises without the written consent of the Franchisor.

ARTICLE 7. LIENS

Franchisee shall promptly pay for all work done or material furnished in or about the Premises and will not permit or suffer any lien to attach to the Premises and shall promptly cause such lien or any claim therefore to be released.

ARTICLE 8. INSURANCE

a. Casualty Insurance. Franchisee agrees at all times, at its expense, to keep its merchandise, fixtures, equipment, leasehold improvements, and other property situated within the Premises insured against fire and other hazards, with extended coverage, to the extent of at least 80% of the replacement value thereof.

b. Liability Insurance. Franchisee agrees to carry during the term hereof public liability insurance in respect of the Premises written by a company satisfactory to the Franchisor providing coverage in the minimum amount of $1,000,000 against liability for injury to or death of any person and $2,000,000 against liability arising out of any one accident or occurrence, and also $50,000 against liability arising out of damage to property. Such insurance shall name Franchisor, its agents, beneficiaries, and employees as additional insured parties and shall provide that Franchisor shall be given a minimum of ten (10) days' notice by the insurance company prior to cancellation, termination, or change of such insurance. Franchisee shall provide Franchisor with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof.

ARTICLE 9. WAIVER OF SUBROGRATION

Franchisor, Franchisee, and all parties claiming under them mutually, release and discharge each other from all claims and liabilities arising from or caused by fire or other casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the Premises or in connection with property on or activities conducted on the Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof. Franchisor and Franchisee further agree that all fire and extended coverage insurance, boiler insurance, and other insurances carried by each covering losses arising out of destruction or damage to the Premises or its contents or to adjoining building shall provide for a waiver of rights or subrogation against Franchisor and Franchisee, as the case may be, on the part of the insurance carrier.

ARTICLE 10. ASSIGNMENT AND SUBLETTING

Franchisee shall not sublet the Premises in whole or in part and shall not sell, assign, mortgage, pledge, or in any manner transfer this lease or any interests therein without in each case the consent in writing of the Franchisor first had and obtained, which consent will not be unreasonably withheld, nor permit any transfer of Franchisee's interest created hereby or allow any lien upon Franchisee's interest by operation of law, nor permit the use or occupancy of the Premises or any part thereof by anyone other than Franchisee.

The Thiensville Village Administrator shall be designated as the representative of Franchisor to approve any sub-franchisee.

ARTICLE 11. ACCESS TO PREMISES

Franchisee agrees that Franchisor, its agents, employees and servants, and any other person authorized by Franchisor may, upon reasonable notice and without disruption of the business of Franchisee (except for emergencies), enter the Premises for the purpose of inspecting and making such repairs (structural or otherwise), additions, improvements, changes, or alterations to the Premises as may be required under this Agreement or as Franchisor may elect. Any entry into or inspection of or repairs, additions, improvements, changes, or alterations to the Premises pursuant to this Article shall not constitute eviction of Franchisee in whole or in part and the rent shall not abate while such work is being done by reason of loss or interruption of business of Franchisee or otherwise. In the event of any such repairs, additions, improvements, changes, or alterations, Franchisee shall, at Franchisee's sole cost and expense, remove promptly Franchisee's fixtures, equipment, inventory, and other property to the extent required to enable Franchisor to make such repairs, additions, improvements, changes, or alterations. In the event of an emergency, no notice shall be due Franchisee in order for Franchisor to have access. Nothing in this Article or Agreement shall preclude or prohibit the Building Inspector from acting or exercising his duties under and pursuant to the Thiensville Code of Ordinances.

ARTICLE 12. DEFAULT OF FRANCHISEE

a. Event of Default. An event of default shall be deemed to have occurred if (i) Franchisee shall fail to provide the requisite Compensation and such failure shall continue for a period of 10 days, or (ii) Franchisee fails to procure or maintain any policy of insurance required under this Agreement, and such default shall continue for a period of 10 days after delivery to Franchisee of notice specifying such default, or (iii) Franchisee fails in the prompt and full performance of any covenants, condition, or agreement of this Agreement and such reasonable time (in no event to exceed 30 days) after delivery of performance, or (iv) the Premises shall be vacated or abandoned or shall cease to be used for the purpose permitted under this Agreement for a period of 15 days, or (v) any proceeding shall be commenced to declare Franchisee bankrupt, dissolved, or insolvent or to obtain relief under any chapter or provision of any bankruptcy or debtor relief law or act or to reduce or modify Franchisee's debts or obligations or to delay or to extend the payment thereof, or any assignment of Franchisee's property be made for benefit of creditors, or a receiver or trustee be appointed for Franchisee or any of Franchisee's property or business. Upon the occurrence of any event of default, Franchisor may, at its option, without further notice or demand of any kind to Franchisee or any other person, exercise the following described remedies (in addition to all other legal or equitable remedies):

    i. Franchisor may enter the Premises, without terminating this Agreement, and perform any covenant or agreement or satisfy or observe any condition creating or giving rise to a default under this Agreement. Franchisor, its agents or employees, shall have the right to enter the Premises and such entry and such performance shall not terminate this Agreement or constitute an eviction of Franchisee in whole or in part, nor relieve Franchisee from the continued performance of all covenants, conditions, and agreements in this Agreement. Franchisee further agrees that Franchisor shall not be liable for any claims for loss or damage to Franchisee or anyone claiming through or under Franchisee.

ii. Franchisor may terminate Franchisee's right of possession, without termination of this Agreement, in which event Franchisee agrees to surrender possession and vacate the Premises immediately and deliver possession thereof to Franchisor and Franchisee hereby grants to Franchisor full and free license to enter into and upon the Premises, in whole or in part, with or without process of law and to repossess Franchisor of the Premises or any part thereof and to expel or remove Franchisee and any other person, firm, or corporation who may be occupying or within the Premises or any part thereof and remove any and all property there form, using such force as may be necessary, without terminating this Agreement or releasing Franchisee in whole or in part from Franchisee's obligation to provide the requisite Compensation and perform any of the covenants, conditions, and agreement to be performed by Franchisee as provided in this Agreement without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, and without relinquishing Franchisor's right to rental or any other notice of any election made by Franchisor under this Article, demand for payment of rent or for possession, including any and every form of demand and notice prescribed by any statute or other law.

b. No Waiver. The service of a notice to quit the Premises, demand for possession, notice that the tenancy hereby created will be terminated on any date, institution of an action of forcible detainer or ejectment or entering of a judgment for possession of the Premises shall not relieve Franchisee from Franchisee's obligation to pay the requisite Compensation hereunder during the balance of the Franchise Term or any extension thereof, except as herein expressly provided. The providing of the requisite Compensation by the Franchisee thereof shall not constitute a waiver of or affect any notice or demand given, suit instituted, or judgment obtained by Franchisor, or be held to waive, affect, change, modify, or alter the rights or remedies which Franchisor may have to equity or at law or by virtue of this Agreement at the time of such payment.

ARTICLE 13. COSTS, EXPENSES, ATTORNEY'S FEES

In any action to enforce the covenants and agreements of this Agreement, the prevailing party shall recover from the other party all costs, expenses, and reasonable attorney's fees incurred or paid by the prevailing party in connection with such litigation or enforcement of the covenants and agreements set forth herein.

ARTICLE 14. SURRENDER OF PREMISES

Upon expiration or termination of this Agreement, either by lapse of time or otherwise, Franchisee shall peaceably surrender to Franchisor, the Premises, other than Franchisee's unattached movable trade fixtures, in broom clean condition and in good repair, except for Acts of God and ordinary use and wear.

ARTICLE 15. NOTICES

Notices and demands required or permitted to be given hereunder may be given by personal delivery to either party or any officer of the party to be notified, or may be sent by certified mail, return receipt requested, addressed, postage prepaid, to the following representatives and addresses:

Franchisor: Village of Thiensville, Attention : Village Administrator, 250 Elm Street, Thiensville, WI 53092.

Franchisee: Cheel, LLC Matthew Buerossie, Agent 105 S. Main St., Thiensville, WI 53092.

ARTICLE 16. REMEDIES

All rights and remedies of Franchisor herein created or reserved or otherwise existing at law, are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as Franchisor shall deem desirable.

ARTICLE 17. REPRESENTATIONS

It is understood and agreed by Franchisee that Franchisor has made no representations or promises with respect to the Premises or the making or entry into this Agreement except as in this Agreement expressly set forth, and that no claim or liability or cause for termination shall be asserted by Franchisee against Franchisor for, and Franchisor shall not be liable by reason of breach of, any representations or promises not expressly stated in this Agreement.

ARTICLE 18. WAIVER

The failure of Franchisor to insist upon strict performance by Franchisee of any of the covenants, conditions, and agreements of this Agreement shall not be deemed a waiver of any of Franchisor's rights or remedies and shall not be deemed a waiver of any subsequent breach or default by Franchisee in any of the covenants, conditions, and agreements of this Agreement. No surrender of the Premises shall be effected by Franchisor's acceptance of rent or by the other means whatsoever unless the same be evidenced by Franchisor's written acceptance of such a surrender.

ARTICLE 19. MISCELLANEOUS

a. Time is of the Essence. The time of the performance of all of the covenants, conditions, and agreements of this Agreement is of the essence of this Agreement. Nothing herein shall be construed so as to constitute a joint venture or partnership between Franchisor and Franchisee.

b. Quiet Enjoyment. Franchisor hereby covenants and agrees that if Franchisee shall perform all of the covenants and agreements herein required to be performed on the part of Franchisee, Franchisee shall, subject to the terms of this Agreement, at all times during the continuance of this Agreement have the peaceable and quiet enjoyment and possession of the Premises.

c. Entire Agreement and Amendments. This Agreement and the Exhibits hereto contain the entire agreement between the parties, and no such agreement shall be effective to change, modify, or terminate this Agreement, in whole or in part, unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification, or termination is sought.

d. Interpretation. The necessary grammatical changes required to make the provisions of this Agreement apply to the plural sense, where there is more than one franchisee and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though, in each case, fully expressed. The laws of the State of Wisconsin shall govern the validity, performance, and enforcement of this Agreement. The submission of this Agreement for examination does not constitute an offer to lease, or a reservation of or option for the Premises, and this Agreement becomes effective only upon execution and delivery thereof by Franchisor and Franchisee. The captions used herein are convenience only and do not define, limit, describe, or construe the terms of this Agreement.

e. Severability. No provision of this Agreement shall be construed or interpreted in any manner which would render such provision invalid. If any provisions of this Agreement is held to be invalid, such invalid provision shall be deemed to be severable from, and shall not affect the validity of, the remainder of this Agreement.

f. Terms Binding. All covenants, promises, conditions, representations, and agreements herein contained shall be binding upon, apply, and inure to the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns. Franchisee warrants and represents that this Agreement is being signed by a duly authorized representative of Franchisee.

IN WITNESS THEREOF, the parties hereto have executed and delivered this Agreement on the day and year first above written.

FRANCHISEE: Cheel, LLC

By: ______________________

Matthew Buerossie, Agent

FRANCHISOR: Village of Thiensville

By: Van A. Mobley

Van A. Mobley, Village President

Attested to:

Amy L. Langlois

Amy L. Langlois, Village Clerk

FRANCHISE AGREEMENT

This FRANCHISE AGREEMENT, made and entered into at Thiensville, Wisconsin, this 16th day of May, 2022, by and between the parties below.

WITNESSETH:

ARTICLE 1. BASIC PROVISIONS AND DEFINED TERMS

a. Franchisor: The Village of Thiensville, a Wisconsin Municipal Corporation.

b. Franchisor's Address: 250 Elm Street, Thiensville, WI 53092.

c. Franchisee: Cheel, LLC, __________________, Agent

d. Franchisee's Address: 105 South Main St., Thiensville, WI 53092.

e. Premises: Outdoor seating area approximately 2 feet, 4 inches wide by 35 feet, and 10 inches long. The area is located adjacent to the front building elevation and will be fenced per terms of this lease. A public sidewalk of 5 feet must also be maintained.

f. Franchise Term: Commencing on July 1, 2022, and ending on June 30, 2027.

g. Compensation: Franchisee shall provide $0 to the Franchisor.

h. Security Deposit: $0

i. Permitted Use: Outdoor seating area for dining only for up 3 two-person tables. Additional uses may be allowed upon prior written consent of Franchisor. Such consent shall be at the discretion of Franchisor and may be granted by the Village Administrator.

Each of the foregoing basic provisions and defined terms shall be construed in conjunction with and limited by the reference thereto in the other provisions of the Agreement.

ARTICLE 2. GRANTING CLAUSES AND RENEWAL TERM

Franchisor hereby demises and leases to Franchisee and Franchisee hereby rents and takes from the Franchisor the Premises, to have and to hold the Premises for the Franchise Term, all upon the terms and conditions, and subject to the limitations, restrictions, and reservations, herein provided.

This Agreement shall be contingent upon the Village Board of the Franchisor granting the necessary special exception permit to allow private use of the public right-of-way. In the

event that this permit is not granted to the Franchisee, for any reason, this Agreement shall be null and void.

ARTICLE 3. ACCEPTANCE OF PREMISES

a. Franchisee accepts the premises as is. Franchisee shall promptly report to Franchisor any unsafe condition of the pavement surface that may develop on the Premises.

ARTICLE 4. USE AND CARE OF PREMISES

a. Use. The Premises shall be occupied and used only for the purposes set forth in paragraph i. of Article 1 and for no other purpose whatsoever.

b. Compliance with Laws. Franchisee shall promptly comply with all laws, ordinances, orders, and regulations affecting the Premises and the cleanliness, safety operation, and use thereof, including, but not limited to, compliance with any State of Wisconsin Health Department regulations and all applicable requirements under the Americans with Disabilities Act.

c. Restrictions on Use of Premises. Franchisee shall no (i) permit any unlawful practice to be carried on or committed on the Premises; (ii) make any use of or allow the Premises to be used in any manner or for any purpose that might invalidate or increase the rate of insurance on any policy maintained by the Franchisor; (iii) use the Premises for any purposes which might create a nuisance or injure the reputation of the Premises or the Franchisor; (iv) deface or injure the Premises; (v) commit or suffer any waste; (vi) permit any objectionable or unpleasant odors to emanate from the Premises.

d. Signs and Advertisements. No sign, advertisement, display, notice, or other lettering shall be exhibited, inscribed, painted, or affixed on any part of the Premises. This includes, but is not limited to, temporary signage of any kind, or signage on umbrellas over tables, unless by prior written authorization from the Village of Thiensville Planning and Development Department.

e. Care of Premises. Tenant shall take good care of the Premises and keep the same free from waste, rodents, and insects at all times and shall carefully store in an orderly manner all trash and garbage within the Premises.

f. Operation. Franchisee shall conduct Franchisee's business at all times in a first-class high-grade manner consistent with reputable business standards and practices in good faith.

g. Fencing. The Premises shall be fenced in and any fencing is subject to prior written approval by the Village of Thiensville Planning and Development Department. The fencing shall be entirely enclosed. Direct access to the Premises shall be only from the north existing doors to Franchisee's Address. The fence shall be removable for purposes of granting emergency access and upon termination of the Franchise Term and shall not be adhered to the surface of the pavement.

h. Liquor License. If alcoholic beverages are to be consumed in the Premises, then Franchisee shall amend Franchisee's liquor license to show this expanded area.

ARTICLE 5. REPAIR AND MAINTENANCE ON PREMISES

a. Franchisee's Repairs. Except for repairs occasioned by the negligence of the Franchisor, its employees, agents, or invitees, Franchisee shall keep the Premises in good, clean condition and shall, at Franchisee's sole cost and expense, make all needed repairs and replacements. If any repairs required to be made by Franchisee hereunder are not made within 30 days after written notice delivered to Franchisee by Franchisor, Franchisor may, at its option, make such repairs without liability to Franchisee for any loss or damage which may result and Franchisee shall pay to Franchisor upon demand as additional rental hereunder the cost of such repairs. At the expiration of the Franchise Term, Franchisee shall surrender the Premises in good condition, reasonable wear and tear excepted. Amounts not repaid on a timely basis will be considered default and Franchisor shall have the right of default as described herein.

ARTICLE 6. ALETERATIONS

Franchisee shall not attach any fixtures or article to the Premises, or make any alterations, additions, improvements, or change whatsoever in the Premises without the written consent of the Franchisor.

ARTICLE 7. LIENS

Franchisee shall promptly pay for all work done or material furnished in or about the Premises and will not permit or suffer any lien to attach to the Premises and shall promptly cause such lien or any claim therefore to be released.

ARTICLE 8. INSURANCE

a. Casualty Insurance. Franchisee agrees at all times, at its expense, to keep its merchandise, fixtures, equipment, leasehold improvements, and other property situated within the Premises insured against fire and other hazards, with extended coverage, to the extent of at least 80% of the replacement value thereof.
b. Liability Insurance. Franchisee agrees to carry during the term hereof public liability insurance in respect of the Premises written by a company satisfactory to the Franchisor providing coverage in the minimum amount of $1,000,000 against liability for injury to

or death of any person and $2,000,000 against liability arising out of any one accident or occurrence, and also $50,000 against liability arising out of damage to property. Such insurance shall name Franchisor, its agents, beneficiaries, and employees as additional insured parties and shall provide that Franchisor shall be given a minimum of ten (10) days' notice by the insurance company prior to cancellation, termination, or change of such insurance. Franchisee shall provide Franchisor with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof.

ARTICLE 9. WAIVER OF SUBROGRATION

Franchisor, Franchisee, and all parties claiming under them mutually, release and discharge each other from all claims and liabilities arising from or caused by fire or other casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the Premises or in connection with property on or activities conducted on the Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof. Franchisor and Franchisee further agree that all fire and extended coverage insurance, boiler insurance, and other insurances carried by each covering losses arising out of destruction or damage to the Premises or its contents or to adjoining building shall provide for a waiver of rights or subrogation against Franchisor and Franchisee, as the case may be, on the part of the insurance carrier.

ARTICLE 10. ASSIGNMENT AND SUBLETTING

Franchisee shall not sublet the Premises in whole or in part and shall not sell, assign, mortgage, pledge, or in any manner transfer this lease or any interests therein without in each case the consent in writing of the Franchisor first had and obtained, which consent will not be unreasonably withheld, nor permit any transfer of Franchisee's interest created hereby or allow any lien upon Franchisee's interest by operation of law, nor permit the use or occupancy of the Premises or any part thereof by anyone other than Franchisee.

The Thiensville Village Administrator shall be designated as the representative of Franchisor to approve any sub-franchisee.

ARTICLE 11. ACCESS TO PREMISES

Franchisee agrees that Franchisor, its agents, employees and servants, and any other person authorized by Franchisor may, upon reasonable notice and without disruption of the business of Franchisee (except for emergencies), enter the Premises for the purpose of inspecting and making such repairs (structural or otherwise), additions, improvements, changes, or alterations to the Premises as may be required under this Agreement or as Franchisor may elect. Any entry into or inspection of or repairs, additions, improvements, changes, or alterations to the Premises pursuant to this Article shall not constitute eviction of Franchisee in whole or in part and the rent shall not abate while such work is being done by reason of loss or interruption of business of Franchisee or otherwise. In the event of any such repairs, additions, improvements, changes, or alterations, Franchisee shall, at Franchisee's sole cost and expense, remove promptly Franchisee's fixtures, equipment, inventory, and other property to the extent required to enable Franchisor to make such repairs, additions, improvements, changes, or alterations. In the event of an emergency, no notice shall be due Franchisee in order for Franchisor to have access. Nothing in this Article or Agreement shall preclude or prohibit the Building Inspector from acting or exercising his duties under and pursuant to the Thiensville Code of Ordinances.

ARTICLE 12. DEFAULT OF FRANCHISEE

a. <u>Event of Default</u>. An event of default shall be deemed to have occurred if (i) Franchisee shall fail to provide the requisite Compensation and such failure shall continue for a period of 10 days, or (ii) Franchisee fails to procure or maintain any policy of insurance required under this Agreement, and such default shall continue for a period of 10 days after delivery to Franchisee of notice specifying such default, or (iii) Franchisee fails in the prompt and full performance of any covenants, condition, or agreement of this Agreement and such reasonable time (in no event to exceed 30 days) after delivery of performance, or (iv) the Premises shall be vacated or abandoned or shall cease to be used for the purpose permitted under this Agreement for a period of 15 days, or (v) any proceeding shall be commenced to declare Franchisee bankrupt, dissolved, or insolvent or to obtain relief under any chapter or provision of any bankruptcy or debtor relief law or act or to reduce or modify Franchisee's debts or obligations or to delay or to extend the payment thereof, or any assignment of Franchisee's property be made for benefit of creditors, or a receiver or trustee be appointed for Franchisee or any of Franchisee's property or business. Upon the occurrence of any event of default, Franchisor may, at its option, without further notice or demand of any kind to Franchisee or any other person, exercise the following described remedies (in addition to all other legal or equitable remedies):

   i. Franchisor may enter the Premises, without terminating this Agreement, and perform any covenant or agreement or satisfy or observe any condition creating or giving rise to a default under this Agreement. Franchisor, its agents or employees, shall have the right to enter the Premises and such entry and such performance shall not terminate this Agreement or constitute an eviction of Franchisee in whole or in part, nor relieve Franchisee from the continued performance of all covenants, conditions, and agreements in this Agreement. Franchisee further agrees that Franchisor shall not be liable for any claims for loss or damage to Franchisee or anyone claiming through or under Franchisee.

ii. Franchisor may terminate Franchisee's right of possession, without termination of this Agreement, in which event Franchisee agrees to surrender possession and vacate the Premises immediately and deliver possession thereof to Franchisor and Franchisee hereby grants to Franchisor full and free license to enter into and upon the Premises, in whole or in part, with or without process of law and to repossess Franchisor of the Premises or any part thereof and to expel or remove Franchisee and any other person, firm, or corporation who may be occupying or within the Premises or any part thereof and remove any and all property there form, using such force as may be necessary, without terminating this Agreement or releasing Franchisee in whole or in part from Franchisee's obligation to provide the requisite Compensation and perform any of the covenants, conditions, and agreement to be performed by Franchisee as provided in this Agreement without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, and without relinquishing Franchisor's right to rental or any other notice of any election made by Franchisor under this Article, demand for payment of rent or for possession, including any and every form of demand and notice prescribed by any statute or other law.

b. No Waiver. The service of a notice to quit the Premises, demand for possession, notice that the tenancy hereby created will be terminated on any date, institution of an action of forcible detainer or ejectment or entering of a judgment for possession of the Premises shall not relieve Franchisee from Franchisee's obligation to pay the requisite Compensation hereunder during the balance of the Franchise Term or any extension thereof, except as herein expressly provided. The providing of the requisite Compensation by the Franchisee thereof shall not constitute a waiver of or affect any notice or demand given, suit instituted, or judgment obtained by Franchisor, or be held to waive, affect, change, modify, or alter the rights or remedies which Franchisor may have to equity or at law or by virtue of this Agreement at the time of such payment.

ARTICLE 13. COSTS, EXPENSES, ATTORNEY'S FEES

In any action to enforce the covenants and agreements of this Agreement, the prevailing party shall recover from the other party all costs, expenses, and reasonable attorney's fees incurred or paid by the prevailing party in connection with such litigation or enforcement of the covenants and agreements set forth herein.

ARTICLE 14. SURRENDER OF PREMISES

Upon expiration or termination of this Agreement, either by lapse of time or otherwise, Franchisee shall peaceably surrender to Franchisor, the Premises, other than Franchisee's unattached movable trade fixtures, in broom clean condition and in good repair, except for Acts of God and ordinary use and wear.

ARTICLE 15. NOTICES

Notices and demands required or permitted to be given hereunder may be given by personal delivery to either party or any officer of the party to be notified, or may be sent by certified mail, return receipt requested, addressed, postage prepaid, to the following representatives and addresses:

Franchisor: Village of Thiensville, Attention ________________________, Village Administrator, 250 Elm Street, Thiensville, WI 53092.

Franchisee: Cheel, LLC 105 S. Main St., Thiensville, WI 53092.

ARTICLE 16. REMEDIES

All rights and remedies of Franchisor herein created or reserved or otherwise existing at law, are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as Franchisor shall deem desirable.

ARTICLE 17. REPRESENTATIONS

It is understood and agreed by Franchisee that Franchisor has made no representations or promises with respect to the Premises or the making or entry into this Agreement except as in this Agreement expressly set forth, and that no claim or liability or cause for termination shall be asserted by Franchisee against Franchisor for, and Franchisor shall not be liable by reason of breach of, any representations or promises not expressly stated in this Agreement.

ARTICLE 18. WAIVER

The failure of Franchisor to insist upon strict performance by Franchisee of any of the covenants, conditions, and agreements of this Agreement shall not be deemed a waiver of any of Franchisor's rights or remedies and shall not be deemed a waiver of any subsequent breach or default by Franchisee in any of the covenants, conditions, and agreements of this Agreement. No surrender of the Premises shall be effected by Franchisor's acceptance of rent or by the other means whatsoever unless the same be evidenced by Franchisor's written acceptance of such a surrender.

ARTICLE 19. MISCELLANEOUS

a. Time is of the Essence. The time of the performance of all of the covenants, conditions, and agreements of this Agreement is of the essence of this Agreement. Nothing herein

shall be construed so as to constitute a joint venture or partnership between Franchisor and Franchisee.

b. Quiet Enjoyment. Franchisor hereby covenants and agrees that if Franchisee shall perform all of the covenants and agreements herein required to be performed on the part of Franchisee, Franchisee shall, subject to the terms of this Agreement, at all times during the continuance of this Agreement have the peaceable and quiet enjoyment and possession of the Premises.

c. Entire Agreement and Amendments. This Agreement and the Exhibits hereto contain the entire agreement between the parties, and no such agreement shall be effective to change, modify, or terminate this Agreement, in whole or in part, unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification, or termination is sought.

d. Interpretation. The necessary grammatical changes required to make the provisions of this Agreement apply to the plural sense, where there is more than one franchisee and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though, in each case, fully expressed. The laws of the State of Wisconsin shall govern the validity, performance, and enforcement of this Agreement. The submission of this Agreement for examination does not constitute an offer to lease, or a reservation of or option for the Premises, and this Agreement becomes effective only upon execution and delivery thereof by Franchisor and Franchisee. The captions used herein are convenience only and do not define, limit, describe, or construe the terms of this Agreement.

e. Severability. No provision of this Agreement shall be construed or interpreted in any manner which would render such provision invalid. If any provisions of this Agreement is held to be invalid, such invalid provision shall be deemed to be severable from, and shall not affect the validity of, the remainder of this Agreement.

f. Terms Binding. All covenants, promises, conditions, representations, and agreements herein contained shall be binding upon, apply, and inure to the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns. Franchisee warrants and represents that this Agreement is being signed by a duly authorized representative of Franchisee.

WITNESS THEREOF, the parties hereto have executed and delivered this Agreement on the day and year first above written.

FRANCHISEE: Cheel, LLC

By: ___________________________

FRANCHISOR: Village of Thiensville

By: _________________________________

Attested to:

____

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

Van A. Mobley, Village President

ATTESTED TO:

Amy L. Langlois

Amy L. Langlois, Village Clerk

Thiensville Fire Dept. Inc. – Renewal Alcohol Beverage License Application – Attachment

4. Premises Description

1) Thiensville Village Park Snack Shack: May through August

2) Suburban Harley Davidson: 139 Main St., Thiensville, WI 53092

- April:30th Season Opener Kick-off party
- June 4th PTRMC party
- June 18th Father's Day open house
- July 9th Party on main
- Sept 1st-4th H-D Hometown rally
- Oct 1st end of season party
- 22nd Harley-ween &customer open house

Active Members

Last Name	First Name	Middle	City	State	CorporationStatus
Beck	Benedict	D	Beaver Dam	WI	Active
Blacklock	Benjamin	E	Thiensville	WI	Active
Borkin	Tyler		Thiensville	WI	Active
Canham	Margie	S	Thiensville	WI	Active
Canham	Todd	E	Thiensville	WI	Active
Cho	Ryan		Mequon	WI	Active
Corey	Carla	J	Thiensville	WI	Active
Davis	Laura		Thiensville	WI	Active
Davis	Scott		Thiensville	WI	Active
Deutsch	Joel	P	Thiensville	WI	Active
Enriquez-Lopez	David		Greenfield	WI	Active
Franken	Jon	T	Thiensville	WI	Active
Franken	Joanne	L	Thiensville	WI	Active
Gengler	Craig	J	Thiensville	WI	Active
Gross	Garrick		Mequon	WI	Active
Harper	Donovan		Cedarburg	WI	Active
Hauswirth	Kim	A	Thiensville	WI	Active
Heflin	Charles		Greenfield	WI	Active
Helms	Ervin	E	Saint Cloud	WI	Active
Herold	Hunter		Waukesha	WI	Active
Hines	Alexander		Milwaukee	WI	Active
Knorr	Peggy		Thiensville	WI	Active
Kratt	Bailey		Menomonee Falls	WI	Active
Kukla	John	P	Thiensville	WI	Active
LaFond	Judy	M	Mequon	WI	Active
LaFond	Andrew	J	Mequon	WI	Active
Lane	Seth		Mayville	WI	Active
Lange	Christine				Active
Longo	Hans	E	Thiensville	WI	Active

Last Name	First Name	Middle	City	State	CorporationStatus
Lucio	Maria		Menomonee Falls	WI	Active
Luedtke	Kristin		Thiensville	WI	Active
Lynch	Paul	J	Thiensville	WI	Active
Match	Andrew	B	Thiensville	WI	Active
Nienow	Jacob		Oak Creek	WI	Active
Nunez-Mura	Jetta		Milwaukee	WI	Active
Oberheu	Roy	C	West Bend	WI	Active
Olig	Steven	R	Plymouth	WI	Active
Parlapiano	Samuel		St. Francis	WI	Active
Rausch	Kathleen	F	Thiensville	WI	Active
Reiels	Brian	J	Thiensville	WI	Active
Roberts	Joshuah		South Milwaukee	WI	Active
Rosenberg	William	A	Thiensville	WI	Active
Schulteis	JoAnn		Thiensville	WI	Active
Schulteis	Dan		Thiensville	WI	Active
Short	Randy	D	Thiensville	WI	Active
Siefkes	Andrew	J	Cedarburg	WI	Active
Sommerfield	Shelly	J	Thiensville	WI	Active
Szatkowski	Amanda	A	West Bend	WI	Active
Warber	Shirley		Thiensville	WI	Active
Westbrooke	John	A	Thiensville	WI	Active
Williams	Patrick	J	Thiensville	WI	Active
Wunsch	Christopher	R	Thiensville	WI	Active
Yang	Rick		Milwaukee	WI	Active
Zamora-Martinez	Luis	A	Cudahy	WI	Active

LAURA DAVIS, CPA

(414) 779-1425 • lauradaviswi@gmail.com

EXPERIENCE

Monster Worldwide, Inc. (subsidiary of Randstad Holding) Milwaukee, WI
Director, Accounting *Jul 2021 – Present*
Senior Accounting Manager *Apr 2019 – Jun 2021*

- Oversee maintenance and monthly closing of North American accounting records for multiple legal entities in accordance with Randstad deadlines.
- Responsible for global revenue accounting for entities with a combined $250 million in annual revenue from multiple sources. Determine revenue recognition on complex multi-year contracts in accordance with International Financial Reporting Standards (IFRS).
- Manage team of nine accountants (staff, senior, and manager level).
- Coordinate completion of annual financial statement audit as well as European statutory audits.
- Collaborate with business partners globally, both at Monster and other Randstad operating companies.
- Develop new close processes and controls in response to changes, including new product offerings, implementation of new systems, and transition to remote work due to COVID.

The Lynde and Harry Bradley Foundation, Inc. Milwaukee, WI
Accounting Manager *Aug 2018 – Apr 2019*
Senior Accountant *Dec 2015 – Aug 2018*
Accountant *Oct 2011 – Dec 2015*

- Coordinated and managed the general accounting functions, including review of journal entries, fixed asset entries, accounts payable, account reconciliations, and monthly financial statements. Included review of reconciliation of custodian bank reporting for monthly activity in $900 million investment portfolio.
- Managed tax process, including aggregation of data, filing of annual returns, calculation of estimates, and identification of tax law changes affecting the organization.
- Assisted in implementation of multiple projects, including Concur for invoice and expense report routing and approval, integrations with Microsoft Dynamics GP, and internally developed financial data mart.

Deloitte Tax LLP Milwaukee, WI
Senior Tax Consultant *Aug 2008 – Oct 2011*

- Reviewed preparation of individual, partnership, and exempt organization tax returns, and instructed return preparers in technical matters.
- Drafted correspondence with clients and taxing authorities.

EDUCATION

Northeastern University Boston, MA
B.A. Accounting, Finance & Insurance May 2008

PROFESSIONAL & COMMUNITY ACTIVITIES

Member, AICPA and WICPA *Feb 2010 – Present*
Member, Thiensville Fire Department, Inc. (Treasurer since 2/2017) *Nov 2015 – Present*
Volunteer, Girl Scouts Wisconsin Southeast *Aug 2008 – Present*