

VILLAGE OF THIENSVILLE
COMMITTEE OF THE WHOLE
AGENDA

DATE: Monday, December 7, 2015

LOCATION: 250 Elm Street
Thiensville, WI

Tme: 6:00 PM

I. CALL TO ORDER

II. ROLL CALL

President:	Van Mobley	
Trustees:	Kim Beck (excused)	Kenneth Kucharski
	Ronald Heinritz	David Lange
	Rob Holyoke	John Treffert
Administrator:	Dianne Robertson	
Staff:	Director of Public Works	Andy LaFond
	Fire Chief	Brian Reiels
	Police Chief	Scott Nicholson
	Asst. Administrator	Colleen Landisch-Hansen
	Clerk	Amy Langlois

III. BUSINESS

A. Review Capital Expenditures List

Documents: [CAPITAL EXPENDITURES.PDF](#)

B. Review And Recommendation To Appoint Jerad Wegner, Ruekert & Mielke As Village Engineer

C. Hear County Supervisor Karl Hertz Provide A County Board Update

D. Review And Recommendation Regarding Agreement For Medical Direction And Medical Control Of Emergency Medical Services

Documents: [AGREEMENT FOR MEDICAL DRIECTION.PDF](#)

E. Review And Recommendation Regarding Fire/EMS Wage Structure

F. Review And Recommendation Regarding Withdrawal From The Local Government Property Insurance Fund

Documents: [WITHDRAWAL FROM LOCAL GOVERNMENT PROPERTY INSRUANCE FUND.PDF](#)

G. Review And Recommendation Regarding Denial Of Claim From Peter D. Onsgard Regarding Property Damage

Documents: [NOTICE OF CLAIM - ONSGARD.PDF](#)

H. Review And Recommendation Regarding Appointing Kirk Gagnon To The Special Police

I. Update Regarding Emerald Ash Borer

- J. Review And Recommendation Adopting Resolution No. 2015-11 Authorizing The Reduction Of Election Officials And Combining The Wards And Appointment Of Election Inspectors For All Elections Held In 2016 & 2017

Documents: [RESOLUTION NO. 2015-11.PDF](#)

- K. Review And Recommendation Adopting Resolution No. 2015-12 2016 Fee Schedule
- L. Discussion Regarding Coyotes In The Village
- M. Discussion Regarding Entering Into A Franchise Agreement For Outdoor Seating In The Right-Of-Way With The Cheel

Documents: [FRANCHISE AGREEMENT.PDF](#)

- N. Discussion Regarding New State Directives From Probation And Parole Regarding Sex Offenders Housing

IV. BUSINESS FROM THE FLOOR

A. Citizens to be Heard

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

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

1. Inter-Governmental Committee with Mequon
2. Use of 101 Green Bay Road, Old Village Hall & Fire Station
3. Acceptance/Report of Gifts Received:
Junior Woman's Club of Mequon-Thiensville, \$2,500 to the Thiensville Police Department
4. Dialog with Mequon regarding water utility service
5. Review next month's meeting date schedule

VI. ADJOURNMENT

Amy L. Langlois, Village Clerk

December 4, 2015

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

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

VILLAGE OF THIENSVILLE
2015 CAPITAL PROJECT EXPENDITURE REPORT
DECEMBER 7, 2015

ITEM BUDGETED	AMOUNT BUDGETED	AMOUNT IN RESERVES	TOTAL AMOUNT AVAILABLE	ACTUAL EXPENSE	DIFFERENCE
<u>ADMINISTRATION</u>					
Replace Rooftop HVAC-Village Board Room	\$ 14,000.00	\$ -	\$ 14,000.00	\$ -	\$ 14,000.00
Copy Machine for Administrative Office	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 6,579.00	\$ (579.00)
Riverview Drive Bike Route Signs	\$ -	\$ 2,100.00	\$ 2,100.00	\$ -	\$ 2,100.00
New Voting Machine	\$ -	\$ 7,502.12	\$ 7,502.12	\$ -	\$ 7,502.12
	\$ 20,000.00	\$ 9,602.12	\$ 29,602.12	\$ 6,579.00	\$ 23,023.12
<u>POLICE DEPARTMENT</u>					
3 Tactical Vests	\$ -	\$ -	\$ -	\$ 4,840.00	\$ (4,840.00)
2 Squad Replacement (Year 4 of 4)	\$ 22,000.00	\$ 60,000.00	\$ 82,000.00	\$ 73,784.47	\$ 8,215.53
3 Tazers	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 4,448.50	\$ (1,448.50)
3 Portable Radios	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ 4,500.00
	\$ 29,500.00	\$ 60,000.00	\$ 89,500.00	\$ 83,072.97	\$ 6,427.03
<u>FIRE DEPARTMENT</u>					
	\$ -	\$ -	\$ -	\$ -	\$ -
Replace Station Compressor	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,106.76	\$ 393.24
Dive Truck Springs	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
Hose Replacement Program	\$ -	\$ 8,984.37	\$ 8,984.37	\$ 2,711.70	\$ 6,272.67
Equipment Replacement Fund	\$ 154,697.00	\$ 102,393.54	\$ 257,090.54	\$ -	\$ 257,090.54
Radio Replacement	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 165,197.00	\$ 111,377.91	\$ 276,574.91	\$ 4,818.46	\$ 271,756.45
<u>PUBLIC WORKS DEPARTMENT</u>					
	\$ -	\$ -	\$ -	\$ -	\$ -
Vehicle Replacement Fund	\$ 20,000.00	\$ 86,191.57	\$ 106,191.57	\$ 35,000.00	\$ 71,191.57
DPW Office Remodel	\$ -	\$ -	\$ -	\$ -	\$ -
DPW Replacement Truck	\$ -	\$ -	\$ -	\$ 36,378.13	\$ (36,378.13)
Street Light Pole Replacements	\$ 6,500.00	\$ 15,196.91	\$ 21,696.91	\$ -	\$ 21,696.91
Emerald Ash Borer Program	\$ 9,500.00	\$ 16,563.50	\$ 26,063.50	\$ 4,335.00	\$ 21,728.50
Utility Trailer	\$ 9,000.00	\$ -	\$ 9,000.00	\$ 5,800.00	\$ 3,200.00
Camera Upgrade-Public Works Yard	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
Downtown Wayfinding Signs	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00
Brush Chipper	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00
Replace Street Light Glass Fixtures	\$ -	\$ 87,587.34	\$ 87,587.34	\$ -	\$ 87,587.34
Public Works Employee Uniforms	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00
Front End Loader Tires	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00
	\$ 87,000.00	\$ 212,539.32	\$ 299,539.32	\$ 81,513.13	\$ 218,026.19
<u>DPW PARK DEPARTMENT</u>					
Diamond Groomer	\$ -	\$ 22,000.00	\$ 22,000.00	\$ 15,290.00	\$ 6,710.00
Mower	\$ 14,000.00	\$ -	\$ 14,000.00	\$ 21,034.00	\$ (7,034.00)
Bleachers	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00
Seal Bike Path	\$ 7,500.00	\$ -	\$ 7,500.00	\$ 8,026.00	\$ (526.00)
Annual Pigeon Creek Maintenance	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 2,440.20	\$ 7,559.80
Annual Fishladder Maintenance	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 1,038.20	\$ 3,961.80
Geese Control	\$ -	\$ 1,600.00	\$ 1,600.00	\$ -	\$ 1,600.00
	\$ 66,500.00	\$ 23,600.00	\$ 90,100.00	\$ 47,828.40	\$ 42,271.60
<u>UNCLASSIFIED IMPROVEMENT FUND</u>					
Water Main on Main Street	\$ -	\$ -	\$ -	\$ 401,264.58	\$ (401,264.58)
Assessment Revaluation	\$ 13,520.00	\$ 4,000.00	\$ 17,520.00	\$ -	\$ 17,520.00
Entryway Feature	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -	\$ 50,000.00
Old Village Hall Upper Floor Study	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00
Downtown Improvements	\$ -	\$ -	\$ -	\$ 91,885.45	\$ (91,885.45)
Profile & Concrete Replace. Main Street	\$ 350,000.00	\$ 172,792.65	\$ 522,792.65	\$ 92,821.99	\$ 429,970.66
Replace Park Restrooms	\$ 95,500.00	\$ 191,667.71	\$ 287,167.71	\$ 357,373.07	\$ (70,205.36)
Remediation DPW Yard	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
Thiensville Business Association Event	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
Bridge Over Pigeon Creek Glaze to Lewis	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY	\$ 25,000.00	\$ (36,667.23)	\$ (11,667.23)	\$ 125.25	\$ (11,792.48)
	\$ 556,020.00	\$ 331,793.13	\$ 887,813.13	\$ 943,470.34	\$ (55,657.21)
TOTALS	\$ 924,217.00	\$ 748,912.48	\$ 1,673,129.48	\$ 1,167,282.30	\$ 505,847.18

**AGREEMENT FOR MEDICAL DIRECTION
AND MEDICAL CONTROL OF
EMERGENCY MEDICAL SERVICES**

THIS AGREEMENT is made the 1st day of January, 2016, by and among the **VILLAGE OF THIENSVILLE, WISCONSIN**, on behalf of the **THIENSVILLE FIRE DEPARTMENT** (“Client”), **AURORA MEDICAL CENTER GRAFTON LLC** (“Hospital”), and **AURORA MEDICAL GROUP, INC.**, a Wisconsin non-stock corporation (“AMG”).

Recitals

WHEREAS, Client coordinates and/or operates an emergency medical services (“EMS”) program at the Paramedic level, and has obtained all necessary approvals for operation of such program in Wisconsin;

WHEREAS, Hospital operates a Wisconsin licensed acute care hospital in the Village of Grafton, which includes an emergency department that has physicians present on-site and/or on-call to provide medical information and direction to Client’s emergency medical technicians, (“EMTs”);

WHEREAS, AMG operates physician practices and employs physicians who are involved in the provision of emergency medical care, one of whom it will make available to provide medical director services to Client for its EMS plan; and

WHEREAS, Client desires to engage the services of Hospital and AMG to serve as the medical control hospital under Client’s EMS plan and to furnish a medical director for medical direction activities under Client’s EMS plan, all pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the adequacy and receipt of which are acknowledged, it is agreed as follows:

1. Engagement.

1.1. Medical Control Hospital. Client hereby engages Hospital to serve as the “medical control hospital” under its approved EMS plan. Client agrees Hospital will be named as the medical control hospital in Client’s EMS plan.

1.2. Medical Director. Client hereby engages AMG to designate a Wisconsin licensed physician to serve as the “medical director” under and for Client’s EMS plan (“Medical Director”). Client will name the AMG designated physician to be the Medical Director in its EMS plan, provided such designated physician meets all requirements to serve as such Medical Director set forth in this Agreement. If, for any reason, such designated physician is unable or ceases to serve as such Medical Director, AMG will designate a replacement physician to serve as Medical Director. Client will name such replacement as its Medical Director provided such physician meets all requirements to serve as the Medical Director set forth in this Agreement.

2. Services To Be Provided By Hospital and AMG.

2.1. Hospital agrees to provide the services required of a medical control hospital under Chapter DHS 110 of the Wisconsin Administrative Code. Hospital agrees that it will have a physician on-site or on-call at all times to provide medical information and direction to EMTs by direct voice contact, except in extreme circumstances such as, but not limited to, mass casualty incidents.

2.2. AMG shall require the physician designated as Medical Director to meet the requirements for such a Medical Director under Section 256.15 of the Wisconsin Statutes and Chapter DHS 110 of the Wisconsin Administrative Code. Further, AMG shall require the Medical Director to:

- i. Provide medical direction to Client’s chief of the EMS program and other personnel who are part of Client’s EMS program;
- ii. Direct and supervise all medical phases of the EMS program and the various personnel (EMTs and the like) operating under the EMS program;
- iii. Establish standard operating protocols, policies, procedures, standards and guidelines for the personnel operating under the EMS program;
- iv. Coordinate and supervise evaluation activities and quality assurance programs conducted under the EMS program;
- v. Consult, assist and participate in educational programs for personnel who are part of Client’s EMS program. EMS education will primarily remain the responsibility of Client, however close oversight will be provided by the medical director.
- vi. Consult, recommend and provide direction regarding medical equipment and supplies used by personnel as part of Client’s EMS program.
- vii. Designate on-line medical control physicians, if physicians are to be used to implement the EMS program; and
- viii. Report periodically to Client on activities and issues related to the functioning of the EMS program.

2.3 The AMG designated Medical Director shall have the following qualifications:

- i. Be a Wisconsin licensed physician without any limits on his or her licensure;
- ii. Be board certified by either the American Board of Emergency Medicine (ABEM) or the American Osteopathic Board of Emergency Medicine (AOBEM).
- iii. Be Emergency Medical Services ("EMS") fellowship trained.
- iv. Be a member in good standing of the Medical Staff of Hospital;
- v. Have read, at Client's request, and acknowledge in writing having read in full the medical directors' manual developed by the Wisconsin Department of Health Services; and
- vi. Satisfy any requirements for service as a Medical Director under Chapter DHS 110 of the Wisconsin Administrative Code.

3. **Services of Client.** In the event that any information, data, surveys, reports, photographs, records and maps are existing and available and are useful for carrying out the EMS plan or to the Medical Director, Client shall promptly furnish copies of these materials to AMG for use under this Agreement. Client shall designate an individual to act as its representative with respect to the work to be performed under this Agreement, and such person shall have authority to transmit instructions, receive information, interpret and define Client's policies and provide decisions in a timely manner pertinent to the work covered by this Agreement. Client shall also:

3.1 Meet all requirements mandated by Section 256.15 of the Wisconsin Statutes and Chapter DHS 110 of the Wisconsin Administrative Code.

3.2 Provide AMG and Hospital with access to all medical records, including computerized medical records and data base of medical records and system operations as pertains to the delivery of EMS.

3.3 Provide nonfinancial support for research activities dealing with prehospital emergency care conducted by AMG or Hospital.

3.4 In conjunction with AMG and Hospital, develop and implement quality assurance measures and keep Client's EMS program current as required by Section 256.15 of the Wisconsin Statutes.

3.5 Provide AMG with local and long distance telephone and FAX service and photocopying service upon premises of Client.

3.6 Provide AMG and Hospital with such secretarial services and/or other support services as AMG or Hospital may reasonably require to perform their services under this Agreement.

3.7 Follow all policies, procedures, medical guidelines and protocols as established by the Medical Director as they pertain to the EMS system.

4. **Schedule.** AMG and Client shall mutually determine the schedule for and performance of the various services hereunder.

5. **Compensation.** Client shall reimburse AMG for Medical Director's travel outside of Ozaukee County at the Internal Revenue Service recognized rate for automobile travel (as it is modified from time to time). Out-of-county travel must be approved in advance by Client.

Client shall reimburse AMG and Hospital for long distance telephone calls, photocopying and other reasonable expenses. Appropriate expense account records will be submitted to support such reimbursement.

Expense invoices not paid by Client within thirty (30) days of receipt shall be subject to a one and one-half (1.5%) percent interest charge (but never more than the highest rate permitted by law) per month.

If Client fails to make any payment within sixty (60) days after receipt of an invoice, AMG may, after giving seven (7) days written notice to Client, suspend services under this Agreement until all amounts due are paid in full, and/or or seek other available remedies.

6. **Term of Agreement.** This Agreement shall be effective as of **January 1st, 2016** and continue through **December 31, 2016**, unless otherwise terminated as provided herein. This Agreement and all its terms and conditions shall automatically renew thereafter on a year-to-year basis, unless a party gives written notice of non-renewal not less than ninety (90) days prior to the expiration of the then effective term.

7. **Termination for Breach.** In the event any party fails to fulfill in a timely and proper manner its material obligations under this Agreement, which failure continues for thirty (30) days after written notice, the nonbreaching party (Client for a breach by AMG or Hospital and AMG or Hospital for a breach by Client) shall have the right to terminate this Agreement by giving a thirty (30) day written notice to the breaching party of such termination and specifying the date of the termination.

8. **Documents Upon Termination.** In the event of termination of this Agreement, all finished and unfinished documents prepared by AMG under this Agreement shall become the property of Client upon payment of all invoices submitted and due AMG under the terms of this Agreement. AMG shall not perform any new or additional work upon termination without the advance, written permission of Client.

9. **Entire Agreement; Amendments.** This Agreement sets forth the entire agreement among the parties hereto on the subject matter hereof. No understanding not set forth

herein shall have any force or effect. This Agreement may be amended only by a written document signed by the parties.

10. Insurance. AMG and Hospital shall obtain and maintain the following insurance policies during the term of this Agreement with the minimum limits as specified.

i. Automobile Liability: One Million (\$1,000,000.00) Dollars single limits.

ii. Medical Malpractice: Medical professional liability insurance insuring AMG, Hospital and Medical Director, in accordance with the provisions of Chapter 655 of the Wisconsin Statutes, covering medical malpractice.

11. Assignment and Subcontract Prohibited. No party may assign or subcontract any interest or obligation under this Agreement without the prior written approval of the other parties, which approval shall not be unreasonably withheld.

12. Severability. It is agreed that in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

13. Nondiscrimination. In the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment in violation of any Federal, State or local law, rule or regulation because of race, religion, marital status, age, creed, color, sex, handicap, national origin, or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status. Services are to be provided in accordance with the Federal Americans with Disabilities Act to the extent applicable.

14. Governing Law. This Agreement shall be deemed to have been made in Wisconsin and shall be construed and interpreted in accordance with the laws of the State of Wisconsin without giving effect to the choice of law provisions thereof. The jurisdiction and venue for any dispute hereunder shall be in the federal or state courts in Milwaukee County, Wisconsin. No party shall commence an action in any other venue or forum. All parties waive trial by jury in any action or proceeding hereunder or relating hereto.

15. No Waiver. No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of a party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event of default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

16. Notices. Any notice required or permitted to be given to a party under this Agreement shall be sufficient if in writing and sent by registered or certified mail, return receipt

requested, postage prepaid, or hand delivered at the following addresses of the parties as indicated below:

For Client:

For AMG or Hospital:

Aurora Health Care, Inc.
PO Box 341880
Milwaukee, WI 53234-1880
Attn: Senior Vice President and General Counsel

Any party may change the address for notice by a notice given in accordance hereunder.

17. No Third Party Beneficiaries. This Agreement is intended to be solely among the parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits, or privileges of any third party or parties, including, but not limited to, employees of a party.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have herein executed this Agreement on the dates below given.

VILLAGE OF THIENSVILLE

Date: _____

By: _____

Its: _____

Attest: _____

Its: _____

AURORA MEDICAL CENTER GRAFTON LLC

Date: _____

By: _____

Its: _____

AURORA MEDICAL GROUP, INC.

Date: _____

By: _____

Its: _____



LOCAL GOVERNMENT PROPERTY INSURANCE FUND

2801 Crossroads Drive, Suite 2200

Madison, WI 53718

PHONE: 877-229-0009

FAX: 877-832-0122

WITHDRAWAL FROM THE LOCAL GOVERNMENT PROPERTY INSURANCE FUND

INSTRUCTIONS: Pursuant to the requirements of s.605.21(3) Wisconsin Statutes, provide certified notice to the Local Government Property Insurance Fund that by a majority vote, your Board or Council elected to withdraw from the Fund. **Withdrawal date cannot be prior to the date action was taken.** Send completed notice to above address.

Policyholder Name	Cancel Effective Date	Policy #
<u>Village of Thiensville</u>	<u>January 1, 2016</u>	<u>160838</u>

As Clerk, I certify that by a majority vote, the above-named local governmental unit's Board/Council voted to withdraw from the Local Government Property Insurance Fund. This action was taken at the December / 21 / 2015 meeting.

	Month	Day	Year
<u>Amy L. Langlois</u>			

Name of Clerk (Type or Print)	Signature of Clerk	Date
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MUNICIPAL PROPERTY INSURANCE COMPANY

2801 Crossroads Drive, Suite 2200, Madison, WI 53718 -- (800) 968-4670

NEW POLICY -- Policy Quotation: 986

Policy:

Term: 12:01am 1/1/2016 to 1/1/2017

Agent:

Named Village of Thiensville

Insured: Dianne Robertson
250 Elm Street

Thiensville, WI 53092

Phone: (262) 242-3720

County:

Coverage	Deductible	Coverage	Rate	Annual Premium
Buildings, Personal Property & Property in the Open	1,000	9,624,810	0.065	6,256
Contractors Equipment (Replacement Cost)	500	671,949	0.179	1,203
Specific Limit Endorsement	1,000	28,000	0.077	22
Total Annual Premium		\$7,481		

Comments

This quote is your estimated new policy premium amount with coverages and coverage amounts as shown.

This quote becomes null and void within 30 days of transaction effective date.

STATE OF WISCONSIN/OFFICE OF THE COMMISSIONER OF INSURANCE
LOCAL GOVERNMENT PROPERTY INSURANCE FUND

2801 Crossroads Drive, Suite 2200, Madison, WI 53718 -- (877) 229-0009

RENEWAL POLICY -- Policy Quotation: 24881

Term: 12:01am 1/1/2016 to 1/1/2017

Transaction Effective: 1/1/2016

Named Village of Thiensville

Phone (262) 242-3720

Insured Dianne Robertson
250 Elm Street

County

Thiensville, WI 53092

Quotation - Valuation Policy

Coverage	Agg	Deductible	Coverage	Rate	Annual Premium
Buildings, Personal Property & Property in the Open	N	1,000	9,590,874	0.128	12,277
Contractors Equipment (Replacement Cost)	N	500	810,085	0.179	1,450
Specific Limit Endorsement	N	1,000	28,000	0.134	38
Alarm Credit 15%	N		3,239,353	0.020	(648)
3.19% Dispersion Credit applied to Building Rate	N				
Total Annual Premium			\$13,117		

Comments

This quote is your estimated renewal policy premium amount with coverages and coverage amounts as shown.

This quote becomes null and void within 30 days of transaction effective date.

STATE OF WISCONSIN / OFFICE OF THE COMMISSIONER OF INSURANCE
LOCAL GOVERNMENT PROPERTY INSURANCE FUND

559 D'Onofrio Drive, Suite 10, Madison, Wisconsin 53719-2805 -- (877) 229-0009

POLICY RENEWAL DECLARATIONS

Policy #: 160838

Term: 12:01am 1/1/2015 to 1/1/2016

Transaction Effective: 01/01/2015

Named Village of Thiensville

Phone (262) 242-3720

Insured Dianne Robertson
250 Elm Street

Thiensville, WI 53092

Valuation Policy

Form	Coverage	Aggregate	Deductible	Coverage	Rate	Annual Premium
41-080	Buildings, Personal Property & Property in the Open	N	1,000	7,882,208	0.068	5,360
41-070	Contractors Equipment (Replacement Cost)	N	500	768,555	0.179	1,376
41-078	Specific Limit Endorsement Schedule Attached	N	1,000	28,000	0.072	20
	Alarm Credit 15% Schedule Attached	N		2,348,579	0.011	(258)
	7.98% Dispersion Credit applied to Building Rate	N				

Total Annual Premium

\$6,498

Billed to Insured

Additional forms and endorsements made part of this policy at time of issue

Form	Description	Form	Description
41-075 R 07/11:	Statement Of Values	41-076 R 07/11:	Property In The Open Detail
41-077 R 10/02:	Contractor's Equipment Schedule	41-002 R 05/87:	Joint Loss Agreement Endorsement
IL 09 85 0108:	Disclosure Pursuant To Terrorism Risk Ins Act	41-923 R 03/2012:	Cap On Losses From Certified Acts Of Terrorism

December 22, 2015

SENT CERTIFIED DECEMBER 22, 2015

Peter D. Onsgard
W65 N14255 Washington Avenue, 122
Cedarburg, WI 53012

RE: Notice of Claim
Your Claim Against the Village of Thiensville
Date of Loss: October 14, 2015

Dear Mr. Onsgard:

Pursuant to Wisconsin State Statute 893.80(1g), at its meeting on December 21, 2015, the Village Board of the Village of Thiensville, considered your claim dated October 14, 2015 concerning property damages due bent wheel sidewall on your tire and denied it in full.

No lawsuit may be brought on this claim against the Village or any of its officials, officers, agents, or employees after six (6) months from the date of receipt of this letter.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Dianne S. Robertson
Village Administrator

Cc: Village Attorney Robert Feind
Statewide Services, Inc.

VILLAGE OF THIENSVILLE

RESOLUTION NO. 2015-11

A RESOLUTION AUTHORIZING THE REDUCTION OF ELECTION OFFICIALS
AND COMBINING OF WARDS FOR ALL ELECTIONS HELD IN 2016 & 2017

WHEREAS, Section 7.33 of the Wisconsin Statutes permits a reduction of election officials for any given election providing the governing body, by resolution or ordinance, provides for such reductions; and

WHEREAS, the Village Clerk has requested three poll workers for each combined ward instead of the usual five workers for the February, April, August and November elections; and

WHEREAS, the combined wards will be 1 & 2 and 3 & 4.

NOW, THEREFORE BE IT RESOLVED by the Village Board of the Village of Thiensville, Wisconsin that for all of 2016 and 2017 elections there be authorized the requested three poll workers for each combined ward during the February, April, August and November elections and the combining of Wards 1 & 2 and 3 & 4.

BE IT FURTHER RESOLVED by the Village Board of the Village of Thiensville that the attached list of 2016 and 2017 Election Officials is hereby approved.

PASSED AND ADOPTED by the Village Board of the Village of Thiensville, County of Ozaukee, State of Wisconsin on this 21st day of December, 2015.

Van A. Mobley, Village President

Amy L. Langlois, Village Clerk

NON-PARTISAN
ELECTION OFFICIALS 2016-2017

Election Officials appointed to serve for the years 2016-2017 are listed in alphabetical order.

Clyde Bingman
Joan Bingman
Kurt Braun
Joyce Frank (R)
Daniel J. Fuchs
Judith K. Fuchs
Patricia L. Gattoni
Richard S. Gattoni, Jr.
Carol Gengler
Mary R. Giuliani (Chief Inspector) (R)
Rosemary Hennings
Barbara A. Jones (R)
Kathleen A. Kenda
John S. Marita
Patricia K. Meyer
LaVerne M. Molyneux
Virginia Mooney
Elmer C. Prenzlowl
Eleanore Rankin
Diane V. Rush
Patricia A. Siefkes
Minna R. Smith (R)
Shirley Warber (Chief Inspector) (R)

FRANCHISE AGREEMENT

This FRANCHISE AGREEMENT, made and entered into at Thiensville, Wisconsin, this _____ day of _____, 2015, 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: The Cheel.
- d. Franchisee's Address: 105 S. Main St., Thiensville, WI 53092.
- e. Premises: Outdoor seating area approximately _____ feet, _____ inches wide by _____ feet, _____ inches long. The area is located adjacent to the _____ building elevation and will be fenced per terms of this lease.
- f. Franchise Term: Commencing on _____, 2015, and ending on _____, 2015.
- g. Compensation: Franchisee shall provide _____ to the Franchisor.
- h. Security Deposit: \$0
- i. Permitted Use: Outdoor seating area for dining only for up to _____ four-person tables and _____ 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 _____ 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 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. 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 from, 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: The Cheel, 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: The Cheel

By: _____

NAME

FRANCHISOR: Village of Thiensville

By: _____

Attested to:

NAME, Village Clerk