

VILLAGE OF THIENSVILLE
COMMITTEE OF THE WHOLE
AGENDA

DATE: Monday, May 7, 2018

LOCATION: 250 Elm Street
Thiensville, WI

Time: 6:00 PM

I. CALL TO ORDER

II. ROLL CALL

President: Van Mobley
Trustees: Samuel Azinger
Ronald Heinritz (excused)
Rob Holyoke
Kenneth Kucharski David Lange
Elmer Prenzlów
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 Regarding Parade/Street Closing Permit, Suburban Motors For 115th Harley-Davidson Anniversary Celebration, Corner Of Riverview Drive And Main Street To Corner Of Buntrock Avenue/Green Bay Road And Main Street (West Lane Closed) For The Following:

1. Wednesday, August 29, 2018 And Thursday, August 30, 2018 - 9:00 AM - 8:00 PM

Documents:

[AUGUST 29 - AUGUST 30 STREET CLOSING PERMIT.PDF](#)

2. Friday, August 31, 2018 And Saturday, September 1, 2018 - 9:00 AM - 9:00 PM

Documents:

[AUGUST 31 - SEPTEMBER 1 STREET CLOSING PERMIT.PDF](#)

3. Sunday, September 2, 2018 – 9:00 AM – 5:00 PM

Documents:

[SEPTEMBER 2 STREET CLOSING PERMIT.PDF](#)

4. Monday, September 3, 2018 – 9:00 AM – 3:00 PM

Documents:

[SEPTEMBER 3 STREET CLOSING PERMIT.PDF](#)

- C. Review And Recommendation Regarding Parade/Street Closing Permit, Suburban Motors For Block Fest 2018, Corner Of Riverview Drive And Main Street To Corner Of Buntrock Avenue/Green Bay Road And Main Street (All Lanes Closed), Saturday, July 14, 2018, 5:00 PM To 12:00 AM

Documents:

[JULY 14 STREET CLOSING PERMIT.PDF](#)

- D. Review And Recommendation Regarding Parade/Street Closing Permit, American Legion Post 457, Memorial Day Parade, Monday, May 28, 2018, 9:00 AM To 11:00 AM, Grace Lutheran Church-Grand Avenue And Green Bay Road To Main Street, South On Main Street To Mequon City Hall

Documents:

[MEMORIAL DAY PARADE STREET CLOSING PERMIT.PDF](#)

- E. Review And Recommendation Regarding Food Truck Tour At Village Park, July 19, 26 And August 9, 16 And 23 And Food Truck Brunch (Date To Be Determined), Rob Kos, Thiensville Business Association
- F. Update On Park Gala (Village Park Reimagined Committee)
- G. Review Of Town Center Gateway Feature Final Design, Located At The Northeast Corner Of West Mequon Road And North Cedarburg Road (Trustee Lange)
- H. Review And Recommendation Regarding Conservation Easement To MMSD For Permeable Paver Project In Village Park

Documents:

[CONSERVATION EASEMENT.PDF](#)

- I. Review And Recommendation Regarding Appointing New Fire Department Member, Jacob M. Campbell
- J. Review And Recommendation Regarding License Approvals:
1. Class B Beer And Class B Liquor
cheel, llc, Matthew Buerosse, Agent, 105 S. Main Street and 107 Buntrock Avenue
Prime Minister Family Restaurant, Vasilike Triantafillou, Agent, 517 North Main Street
Skippy's Burger Bar, Kenneth C. Kucharski, Agent, 113 Green Bay Road
- K. Amusement Devices
1. Kenneth C. Kucharski, (Big Day, LLC), Skippy's Burger Bar (3 Machines)

L. Billiard & Pool Tables

1. Skippy's Burger Bar (Big Day, LLC) (1 Pool Table)

M. Cigarette

1. Skippy's Burger Bar
2. Walgreen Co.

N. Operator's Licenses - New

1. Shully Catering, Inc.
Sandra Dee Fedele-Jacoby, Ashley Marie Feucht

O. Operator's Licenses - Renewal

1. Cheel, Llc
Barkha Limbu Daily, Jesse Daily, Drew Philip Kassner
2. Glaze, Llc
Heather Anne Albrecht, Philip Gerald Eckert, Skye Fisher Marach
3. Skippy's Burger Bar
Cassie Marie Haugen, Brett T. Kucharski, Samantha Rose Luedtke

P. Review And Recommendation Regarding Thiensville-Mequon Lions Club Temporary Class B Beer And Class B Wine License For Lionfest, June 7, 8, 9 And 10, 2018 And Applefest, October 7, 2018

Q. Review And Recommendation Of:

BOARD APPOINTMENTS:

Community Development Authority

Rob Holyoke, One-Year Term
Vacant

Farmland Preservation

Ronald G. Heinritz, One-Year Term

M-T Bikeway Commission

Ronald G. Heinritz, One-Year Term

Mid-Moraine Representative

David A. Lange, One-Year Term

Ozaukee County Bike Trails

Ronald G. Heinritz, One-Year Term

TBRC (Inactive)

David A. Lange, One-Year Term
Vacant

Telecommunication & IT Oversight Committee

Elmer C. Prenzlowl, One-Year Term

Weyenberg Library Board

Rob Holyoke, One-Year Term

CITIZEN APPOINTMENTS:

Community Development Authority

Joseph O. Nelson, 322 E. Freistadt, Rd., Four-Year Term

John R. Rosing, 512 Alta Loma Dr., Four-Year Term

M-T Bikeway Commission

Vacant

Police Disciplinary Oversight

Thomas R. Streifender, 422 Green Bay Rd., Five-Year Term

River Advisory Committee

Daniel Knuth, 713 Riverview Dr., Three-Year Term

Julie Cabaniss, 503 Riverview Dr., Three-Year Term

Zoning Board of Appeals

James (Tony) Engle, 610 Crescent Ln., Three-Year Term

Andy Match, 505 Alta Loma Dr., Three-Year Term

Carole Olkowski, 512 Laurel Dr., Three-Year Term

STAFF APPOINTMENTS:

Fire Chief

Brian J. Reiels, Five-Year Term

Director of Public Works

Andy J. LaFond, Four-Year Term

Village Clerk

Amy L. Langlois, Four-Year Term

IV. BUSINESS FROM THE FLOOR

A. Citizens to be Heard

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

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

A. Inter-Governmental Committee With Mequon

B. Use Of 101 Green Bay Road, Old Village Hall & Fire Station

C. Acceptance/Report Of Gifts Received

1. \$200 To The Thiensville Police Department-Bike Safety Days From Grube's Towing Repair
2. \$1,000 To The Thiensville Volunteer Fire Department From T-M Lions Club, Inc.
3. \$500 To The Thiensville Police Dept. -Auxiliary From The T-M Lions Club, Inc.
4. \$350 To The Thiensville Police Department-Bike Safety From The T-M Lions Club, Inc.
5. \$350 To The Thiensville Police Department-Cards From The T-M Lions Club, Inc.
6. \$1,000 To Village Park Reimagined Project From Jennifer Abraham

D. Dialog With Mequon Regarding Water Utility Service

E. Review Next Month's Meeting Date Schedule

VI. ADJOURNMENT

Amy L. Langlois, Village Clerk
May 4, 2018

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
2018 CAPITAL EXPENDITURE REQUESTS
MAY 7, 2018

<u>DEPARTMENT</u>	<u>AMOUNT BUDGETED</u>	<u>AMOUNT REQUESTED</u>	<u>ITEM DESCRIPTION</u>
Fire	Equip Replace Fund	\$ 828.00	4 Gass Meter W/3 year warranty new truck
Fire	Equip Replace Fund	\$ 47,500.77	Rennert's-Balance of Refurbishment new truck

VILLAGE OF THIENSVILLE
2018 CAPITAL PROJECT EXPENDITURE REPORT
MAY 7, 2018

ITEM BUDGETED	AMOUNT BUDGETED	AMOUNT IN RESERVES	TOTAL AMOUNT AVAILABLE	ACTUAL EXPENSE	DIFFERENCE
ADMINISTRATION					
Municipal Center Roof Evaluation	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
Replace Rooftop HVAC Board Room	\$ 14,500.00	\$ -	\$ 14,500.00	\$ -	\$ 14,500.00
Data Room Upgrade	\$ -	\$ 4,305.00	\$ 4,305.00	\$ 1,793.10	\$ 2,511.90
Village Board iPad Upgrade	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 244.01	\$ 4,755.99
Front Office Computers/Laptops/Printer	\$ -	\$ 597.33	\$ 597.33	\$ 597.33	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 17,000.00	\$ 9,902.33	\$ 26,902.33	\$ 2,634.44	\$ 24,267.89
POLICE DEPARTMENT					
3 Gas Masks Canister/Filters	\$ -	\$ -	\$ -	\$ 503.00	\$ (503.00)
iCloud Storage	\$ -	\$ 2,300.00	\$ 2,300.00	\$ 1,680.00	\$ 620.00
1 Squad Replacement (Year 3 of 3)	\$ 22,000.00	\$ 44,000.00	\$ 66,000.00	\$ 56,605.60	\$ 9,394.40
2 Desktop Computers & Software	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 1,999.70	\$ 0.30
3 Tazers	\$ 3,600.00	\$ -	\$ 3,600.00	\$ 3,348.00	\$ 252.00
Locking Gun Rack-Rifles	\$ 500.00	\$ -	\$ 500.00	\$ 159.00	\$ 341.00
Crime Scene Canopy Tent with Sides	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ 500.00
Spotting Scope with Tripod	\$ 500.00	\$ -	\$ 500.00	\$ 445.69	\$ 54.31
2 Squad Toughbooks & Docking Stations	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 10,134.00	\$ (134.00)
Large Evidence Lockers	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
Body Cameras	\$ -	\$ 968.00	\$ 968.00	\$ -	\$ 968.00
P25 Radio	\$ 4,500.00	\$ 9,000.00	\$ 13,500.00	\$ -	\$ 13,500.00
	\$ 45,100.00	\$ 56,268.00	\$ 101,368.00	\$ 74,874.99	\$ 26,493.01
FIRE DEPARTMENT					
Fire Department Tires	\$ -	\$ 11,290.92	\$ 11,290.92	\$ -	\$ 11,290.92
Hose Replacement Program	\$ 5,000.00	\$ 4,922.00	\$ 9,922.00	\$ -	\$ 9,922.00
Equipment Replacement Fund	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00
Electric PPV to Replace Old Fan	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
NFFPA Rescue Rope	\$ 840.00	\$ -	\$ 840.00	\$ -	\$ 840.00
Pager Replacement	\$ 5,000.00	\$ 1,225.25	\$ 6,225.25	\$ -	\$ 6,225.25
Turnout Gear	\$ 20,000.00	\$ 10,000.00	\$ 30,000.00	\$ -	\$ 30,000.00
Replace 3 Nozzles	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
New Fire Truck Supplies	\$ -	\$ -	\$ -	\$ 46,329.81	\$ (46,329.81)
Hydro Testing	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ 3,500.00
Station Exhaust Modification	\$ -	\$ 16,000.00	\$ 16,000.00	\$ -	\$ 16,000.00
	\$ 69,140.00	\$ 43,438.17	\$ 112,578.17	\$ 46,329.81	\$ 66,248.36
PUBLIC WORKS DEPARTMENT					
Vehicle Replacement Fund	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
Emerald Ash Borer Program	\$ 9,000.00	\$ 4,130.00	\$ 13,130.00	\$ 9,000.00	\$ 4,130.00
Utility Trailer	\$ -	\$ 5,800.00	\$ 5,800.00	\$ 5,800.00	\$ -
Brush Chipper	\$ -	\$ 30,000.00	\$ 30,000.00	\$ 30,156.00	\$ (156.00)
Radio Replacement	\$ -	\$ 13,000.00	\$ 13,000.00	\$ -	\$ 13,000.00
Sidewalk Replacement	\$ 11,000.00	\$ -	\$ 11,000.00	\$ -	\$ 11,000.00
Public Works Bldg Improvement-Architectural	\$ -	\$ 81,863.00	\$ 81,863.00	\$ -	\$ 81,863.00
	\$ 40,000.00	\$ 134,793.00	\$ 174,793.00	\$ 44,956.00	\$ 129,837.00
DPW PARK DEPARTMENT					
Bleachers	\$ -	\$ 19,725.00	\$ 19,725.00	\$ 19,725.00	\$ -
Annual Pigeon Creek Maintenance	\$ 5,000.00	\$ 10,000.00	\$ 15,000.00	\$ -	\$ 15,000.00
Annual Fishladder Maintenance	\$ 1,000.00	\$ 1,758.00	\$ 2,758.00	\$ -	\$ 2,758.00
Tennis Court Light Replacement	\$ -	\$ 8,000.00	\$ 8,000.00	\$ -	\$ 8,000.00
Octagon Building/Snack Shack Improvements	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 15,000.00	\$ -
	\$ 21,000.00	\$ 39,483.00	\$ 60,483.00	\$ 34,725.00	\$ 25,758.00
UNCLASSIFIED IMPROVEMENT FUND					
Water Main on Main Street	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Revaluation	\$ 5,840.00	\$ -	\$ 5,840.00	\$ 2,920.00	\$ 2,920.00
Entryway Feature	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -	\$ 50,000.00
Old Village Hall Upper Floor Study	\$ -	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 30,000.00
Downtown Improvements/Well Monitoring	\$ -	\$ 10,150.00	\$ 10,150.00	\$ -	\$ 10,150.00
Profile & Concrete Replace. Main Street	\$ -	\$ 14,078.16	\$ 14,078.16	\$ -	\$ 14,078.16
Street Closure Barriers	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00
Remediation DPW Yard	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ -	\$ 20,000.00
Thiensville Business Association Event	\$ 16,250.00	\$ 6,000.00	\$ 22,250.00	\$ 1,666.67	\$ 20,583.33
EMS/Paramedic Study	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
Village Park Improvement Plan	\$ 100,000.00	\$ 22,875.13	\$ 122,875.13	\$ 6,000.00	\$ 116,875.13
Buntrock Lot Improve. & Trail Shade Structure	\$ 35,500.00	\$ -	\$ 35,500.00	\$ -	\$ 35,500.00
Heidel Road Reconstruct/Future Road Project	\$ 33,102.00	\$ 403,118.00	\$ 436,220.00	\$ -	\$ 436,220.00
Spring Street Connection to Bike Path	\$ -	\$ 3,000.00	\$ 3,000.00	\$ 5,046.84	\$ (2,046.84)
Madero/Riverview to Freistadt Ditching	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Sewer Improvement Madero/Riverview/Lui	\$ -	\$ 50,000.00	\$ 50,000.00	\$ -	\$ 50,000.00
North Main Street Bike Trail Spur	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -	\$ 25,000.00
Green Bay Road Overlay & Lights	\$ 350,000.00	\$ -	\$ 350,000.00	\$ 16,984.01	\$ 333,015.99
CONTINGENCY	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00
	\$ 683,692.00	\$ 549,221.29	\$ 1,232,913.29	\$ 32,617.52	\$ 1,200,295.77
TOTALS	\$ 875,932.00	\$ 833,105.79	\$ 1,709,037.79	\$ 236,137.76	\$ 1,472,900.03

VILLAGE OF THIENSVILLE
APPLICATION FOR PARADE PERMIT OR STREET CLOSING
(No Candy or Candy Throwing – Effective August 2008)

Date: 9/11/17

\$100.⁰⁰ permit fee receipt # _____

The undersigned requests the use of the streets and highways of the Village of Thiensville.
NO PERMANENT MARKINGS ON ANY VILLAGE STREETS OR PROPERTY! (Applicant may be subject to fines).

PURPOSE OF PARADE OR STREET CLOSING: 115th Harley-Davidson Anniversary Celebration

DATE OF USE: Wednesday, August 29, 2018 and Thursday, August 30, 2018

HOURS OF USE FROM: 9 AM TO: 8 PM

ROUTE OF PARADE OR STREET TO BE CLOSED: Corner of Riverview Drive and Main Street down south to corner of Buntrock Avenue/Green Bay Rd. and Main Street.

The undersigned agrees to be personally liable to the Village of Thiensville and to indemnify the Village of Thiensville for property damage and for any expense incurred by, at, or in consequence of, such use of the Village streets and highways. One lane closed, closest to us.

The undersigned further agrees to hold the Village of Thiensville, its servants, agents and employees, harmless from any and all causes of action, claims or damages arising out of the use of the streets and highways by the undersigned and any and all persons permitted upon those street and highways by the undersigned.

The Village of Thiensville reserves the right to require property damage and public liability insurance in an amount sufficient to protect the Village of Thiensville.

The undersigned further agrees to abide by regulations of the Village of Thiensville.

The person and/or entity seeking to close a Village street for the purpose of a party, parade or similar activity shall, not less than 30 days prior to the scheduled event, apply for a permit from the Village Clerk.

Suburban Motors Harley-Davidson
Organization

Emily VanLanger
Name of Applicant

Emily VanLanger
Signature of Applicant

139 N. Main Street
Address

262-242-2464
Phone Number

Approval – Village Administrator

Date

VILLAGE OF THIENSVILLE
APPLICATION FOR PARADE PERMIT OR STREET CLOSING
(No Candy or Candy Throwing – Effective August 2008)

Date: 9/11/17

\$100.00 permit fee receipt # _____

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PURPOSE OF PARADE OR STREET CLOSING: 115th Harley-Davidson Anniversary Celebration

DATE OF USE: Friday, August 31, 2018 and Saturday, September 1, 2018

HOURS OF USE FROM: 9 AM TO: 9 PM

ROUTE OF PARADE OR STREET TO BE CLOSED: Corner of Riverview Drive and Main Street down south to corner of Buntrock Avenue/Green Bay Rd. and Main Street.

The undersigned agrees to be personally liable to the Village of Thiensville and to indemnify the Village of Thiensville for property damage and for any expense incurred by, at, or in consequence of, such use of the Village streets and highways. One lane closed, closest to us.

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Suburban Motors Harley-Davidson
Organization

Emily VanLanger
Name of Applicant

Emily VanLanger
Signature of Applicant

139 N. Main Street
Address

262-242-2464
Phone Number

Approval – Village Administrator

Date

VILLAGE OF THIENSVILLE
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Date: 9/11/17

\$100.00 permit fee receipt # _____

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PURPOSE OF PARADE OR STREET CLOSING: 115th Harley-Davidson Anniversary Celebration

DATE OF USE: Sunday, September 2, 2018

HOURS OF USE FROM: 9 AM TO: 5 PM

ROUTE OF PARADE OR STREET TO BE CLOSED: Corner of Riverview Drive and Main Street down south to corner of Buntrock Avenue/Green Bay Rd. and Main Street.

The undersigned agrees to be personally liable to the Village of Thiensville and to indemnify the Village of Thiensville for property damage and for any expense incurred by, at, or in consequence of, such use of the Village streets and highways.

One lane closed, closest to us.

The undersigned further agrees to hold the Village of Thiensville, its servants, agents and employees, harmless from any and all causes of action, claims or damages arising out of the use of the streets and highways by the undersigned and any and all persons permitted upon those street and highways by the undersigned.

The Village of Thiensville reserves the right to require property damage and public liability insurance in an amount sufficient to protect the Village of Thiensville.

The undersigned further agrees to abide by regulations of the Village of Thiensville.

The person and/or entity seeking to close a Village street for the purpose of a party, parade or similar activity shall, not less than 30 days prior to the scheduled event, apply for a permit from the Village Clerk.

Suburban Motors Harley-Davidson
Organization

Emily VanLanger
Name of Applicant

Emily VanLanger
Signature of Applicant

139 N. Main Street
Address

262-242-2464
Phone Number

Approval – Village Administrator

Date

VILLAGE OF THIENSVILLE
APPLICATION FOR PARADE PERMIT OR STREET CLOSING
(No Candy or Candy Throwing – Effective August 2008)

Date: 9/11/17

\$100.⁰⁰ permit fee receipt # _____

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NO PERMANENT MARKINGS ON ANY VILLAGE STREETS OR PROPERTY! (Applicant may be subject to fines).

PURPOSE OF PARADE OR STREET CLOSING: 115th Harley-Davidson Anniversary Celebration

DATE OF USE: Monday, September 3, 2018

HOURS OF USE FROM: 9 AM TO: 3 PM

ROUTE OF PARADE OR STREET TO BE CLOSED: Corner of Riverview Drive and

Main Street down south to corner of Buntrock Avenue/Green Bay Rd. and Main Street.

The undersigned agrees to be personally liable to the Village of Thiensville and to indemnify the Village of Thiensville for property damage and for any expense incurred by, at, or in consequence of, such use of the Village streets and highways.

One lane
closed,
closest
to us.

The undersigned further agrees to hold the Village of Thiensville, its servants, agents and employees, harmless from any and all causes of action, claims or damages arising out of the use of the streets and highways by the undersigned and any and all persons permitted upon those street and highways by the undersigned.

The Village of Thiensville reserves the right to require property damage and public liability insurance in an amount sufficient to protect the Village of Thiensville.

The undersigned further agrees to abide by regulations of the Village of Thiensville.

The person and/or entity seeking to close a Village street for the purpose of a party, parade or similar activity shall, not less than 30 days prior to the scheduled event, apply for a permit from the Village Clerk.

Suburban Motors Harley-Davidson
Organization

Emily VanLanger
Name of Applicant

Emily VanLanger
Signature of Applicant

139 N. Main Street
Address

262-242-2464
Phone Number

Approval – Village Administrator

Date

VILLAGE OF THIENSVILLE
APPLICATION FOR PARADE PERMIT OR STREET CLOSING
(No Candy or Candy Throwing – Effective August 2008)

Date: 9/11/17

\$100.00 permit fee receipt # _____

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NO PERMANENT MARKINGS ON ANY VILLAGE STREETS OR PROPERTY! (Applicant may be subject to fines).

PURPOSE OF PARADE OR STREET CLOSING: Black Fest 2018 event

DATE OF USE: July 14th, 2018

HOURS OF USE FROM: 5 PM TO: Midnight

ROUTE OF PARADE OR STREET TO BE CLOSED: Corner of Riverview Drive and Main Street down south to corner of Buntrock Avenue / Green Bay Rd. and Main Street.

The undersigned agrees to be personally liable to the Village of Thiensville and to indemnify the Village of Thiensville for property damage and for any expense incurred by, at, or in consequence of, such use of the Village streets and highways. All lanes.

The undersigned further agrees to hold the Village of Thiensville, its servants, agents and employees, harmless from any and all causes of action, claims or damages arising out of the use of the streets and highways by the undersigned and any and all persons permitted upon those street and highways by the undersigned.

The Village of Thiensville reserves the right to require property damage and public liability insurance in an amount sufficient to protect the Village of Thiensville.

The undersigned further agrees to abide by regulations of the Village of Thiensville.

The person and/or entity seeking to close a Village street for the purpose of a party, parade or similar activity shall, not less than 30 days prior to the scheduled event, apply for a permit from the Village Clerk.

Suburban Motors Harley-Davidson
Organization

Emily VanLange
Name of Applicant

Emily VanLange
Signature of Applicant

139 N. Main Street
Address

262-242-2464
Phone Number

Approval – Village Administrator

Date

VILLAGE OF THIENSVILLE
APPLICATION FOR PARADE PERMIT OR STREET CLOSING
(No Candy or Candy Throwing – Effective August 2008)

Date: MAY 1, 2018

\$100.00 permit fee receipt # waive

The undersigned requests the use of the streets and highways of the Village of Thiensville.
NO PERMANENT MARKINGS ON ANY VILLAGE STREETS OR PROPERTY! (Applicant may be subject to fines).

PURPOSE OF PARADE OR STREET CLOSING: MEMORIAL DAY PARADE

DATE OF USE: MAY 28, 2018 (MONDAY)

HOURS OF USE FROM: 9:00 AM TO: 11:00 AM

ROUTE OF PARADE OR STREET TO BE CLOSED: GRACE LUTHERAN CHURCH
GRAND AVE. + GREEN BAY ROAD
DOWN GREEN BAY ROAD TO MAIN ST. SOUTH ON MAIN ST. TO MEQUON

The undersigned agrees to be personally liable to the Village of Thiensville and to indemnify the Village of Thiensville for property damage and for any expense incurred by, at, or in consequence of, such use of the Village streets and highways.

The undersigned further agrees to hold the Village of Thiensville, its servants, agents and employees, harmless from any and all causes of action, claims or damages arising out of the use of the streets and highways by the undersigned and any and all persons permitted upon those street and highways by the undersigned.

The Village of Thiensville reserves the right to require property damage and public liability insurance in an amount sufficient to protect the Village of Thiensville.

The undersigned further agrees to abide by regulations of the Village of Thiensville.

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AMERICAN LEGION POST 457
Organization

TODD A. BOETTCHER
Name of Applicant

Todd A. Boettcher
Signature of Applicant

2018 W. ~~MEQUON~~ COUNTY LINE RD., MEQUON
Address

262-565-8261
Phone Number

Approval – Village Administrator

Date

LIMITED TERM CONSERVATION EASEMENT

This LIMITED TERM CONSERVATION EASEMENT FOR GREEN INFRASTRUCTURE is granted on the first day of May 2018 by the Village of Thiensville (Landowner) to the Milwaukee Metropolitan Sewerage District (Easement Holder).

RECITALS

A. Property. The Landowner is the sole owner of property located in Ozaukee County, Wisconsin, which is described in Exhibit A and depicted on a map shown in Exhibit B (the Property). The Property is at 250 Elm Street, Thiensville, Wisconsin 53092.

This Limited Term Conservation Easement applies only to certain areas of the Property that have conservation value. These areas contain infrastructure designed to capture and hold stormwater in place to reduce the quantity and improve the quality of runoff (Green Infrastructure). Exhibit C shows the area within the property that is subject to this Limited Term Conservation Easement.

B. Conservation Values. In its present state, the Property has conservation value because it has 750 square feet of porous pavers. This Green Infrastructure provides a total retention capacity of 2,250 gallons.

C. Baseline Documentation. The condition of the Property and specifically the Green Infrastructure is documented in an inventory of relevant features, characteristics, and Conservation Values (Baseline Report), which is on file at the office of the Easement Holder and incorporated into this Conservation Easement by reference. This Baseline Report consists of reports, maps, photographs, and other documentation that both parties agree provides an accurate representation of the condition of the Property at the time of the conveyance of this Easement and which is intended to serve as an objective, but not exclusive, baseline for monitoring compliance with the terms of this Easement.

Recording Area

Name and Return Address:
Milwaukee Metropolitan
Sewerage District
Attention: Michael Hirsch
260 West Seeboth Street
Milwaukee, Wisconsin 53204

Tax Key Number:
12-050-05-03-000

D. Public Policies. The preservation of the Conservation Values of the Property will serve the public policy set forth in Section 700.40 of the Wisconsin Statutes, which provides for the creation and conveyance of conservation easements to protect the natural, scenic and open space values of real property; assure its availability for agriculture, forestry, recreation or open space uses; protect natural resources; maintain or enhance air and water quality; and preserve archaeological sites.

E. Qualified Organization. The Easement Holder is qualified to hold conservation easements under Section 700.40(1)(b) because it is a governmental body empowered to hold an interest in real property under the laws of the State of Wisconsin.

F. Conservation Intent. The Landowner and Easement Holder share the common purpose of preserving the Conservation Values for a period of ten years. The Landowner intends to place restrictions on the use of the Property to protect those Conservation Values. In addition, the Landowner intends to convey to the Easement Holder and the Easement Holder agrees to accept the right to monitor and enforce these restrictions.

G. Funding Provided by Easement Holder. The Easement Holder has provided funding to the Landowner for the installation of the Green Infrastructure. The Landowner acknowledges the receipt and sufficiency of this funding.

GRANT OF CONSERVATION EASEMENT

In consideration of the facts recited above, the mutual covenants contained in this Easement, the funding provided by the Easement Holder, and the provisions of Section 700.40 of the Wisconsin Statutes, the Landowner voluntarily conveys to the Easement Holder a Conservation Easement (the Easement) for a period of ten years on the Property. This Easement consists of the following terms, rights, and restrictions:

- 1. Purpose.** The purpose of this Easement is to require the Landowner to keep, preserve, and maintain the Green Infrastructure installed on the Property, which is 750 square feet of porous pavers. This Green Infrastructure provides a total retention capacity of 2,250 gallons.
- 2. Effective Dates.** This Easement becomes effective on May 1, 2018, and terminates on April 30, 2028.
- 3. Recording of Easement.** The Easement Holder will record this Easement at the Easement Holder's expense.
- 4. Operation and Maintenance.** The Landowner will operate and maintain the Green Infrastructure so that it remains functional for the entire term of this Easement. The Landowner is solely responsible for operation, maintenance, and evaluating performance.

5. Additional Reserved Rights of the Landowner. The Landowner retains all rights associated with ownership of the Property, including the right to use the Property, and invite others to use the Property, in any manner that is not expressly restricted or prohibited by the Easement or inconsistent with the purpose of the Easement. However, the Landowner may not exercise these rights in a manner that would adversely impact the Conservation Values of the Property.

The Landowner expressly reserves the right to sell, give, bequeath, mortgage, lease, or otherwise encumber or convey the Property, subject to the following conditions.

5.1 The encumbrance or conveyance is subject to the terms of this Easement.

5.2 The Landowner incorporates the terms of this Easement by reference in any subsequent deed or other legal instrument by which the Landowner transfers any interest in all or part of the Property.

5.3 The Landowner notifies the Easement Holder of any conveyance in writing within fifteen days after the conveyance and provides the Easement Holder with the name and address of the recipient of the conveyance and a copy of the legal instrument transferring rights.

5.4 Failure of the Landowner to perform any act required in Subparagraphs 5.2 and 5.3 does not impair the validity of this Easement or limit its enforceability in any way.

6. Easement Holders Rights and Remedies. To accomplish the purpose of this Easement, the Landowner expressly conveys to the Easement Holder the following rights and remedies.

6.1 Preserve Conservation Values. The Easement Holder has the right to preserve and protect the Conservation Values of the Property.

6.2 Prevent Inconsistent Uses. The Easement Holder has the right to prevent any activity or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of areas or features of the Property that are damaged by any inconsistent activity or use, pursuant to the remedies set forth below.

6.3 Enter the Property. The Easement Holder has the right to enter the Property to: inspect it and monitor compliance with the terms of this Easement; obtain evidence for use in seeking judicial or other enforcement of the Easement; and otherwise exercise its rights under the Easement. The Easement Holder will: provide prior notice to the Landowner before entering the Property, comply with all of the Landowner's safety rules, and avoid unreasonable disruption of the Landowner's activities.

7. Remedies for Violations. The Easement Holder has the right to enforce the terms of this Easement and prevent or remedy violations through appropriate legal proceedings.

- 7.1 Notice of Problems. If the Easement Holder identifies problems with the Green Infrastructure, then the Easement Holder will initially attempt to resolve the problems collaboratively. The Easement Holder will notify the Landowner of the problems and request remedial action within a reasonable time.
- 7.2 Notice of Violation and Corrective Action. If the Easement Holder determines that a violation of the terms of this Easement has occurred or is threatened, the Easement Holder will give written notice of the violation or threatened violation and allow at least thirty (30) days to correct the violation. If the Landowner fails to respond, then the Easement Holder may initiate judicial action. The requirement for an initial notice of violation does not apply if, in the discretion of the Easement Holder, immediate judicial action is necessary to prevent or mitigate significant damage to the Property or if good faith efforts to notify the Landowner are unsuccessful.
- 7.3 Remedies. When enforcing this Easement, the Remedies available to the Easement Holder include: temporary or permanent injunctive relief for any violation or threatened violation of the Easement, the right to require restoration of the Green Infrastructure to its condition at the time of the conveyance of this Easement, specific performance or declaratory relief, and recovery of damages resulting from a violation of the Easement or injury to any of the Conservation Values of the Property.
- 7.4 Enforcement Delays. A delay or prior failure of the Easement Holder to discover a violation or initiate enforcement proceedings does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Easement.
- 7.5 Waiver of Certain Defenses. The Landowner hereby waives any defense of laches, such as failure by the Easement Holder to enforce any term of the Easement, or estoppel, such as a contradictory statement or action on the part of the Easement Holder.
- 7.6 Acts Beyond Landowner's Control. The Easement Holder may not bring any action against the Landowner for any injury or change in the Property resulting from causes beyond Landowner's control, including, but not limited to, natural disasters such as fire, flood, storm, natural earth movement and natural deterioration, or prudent actions taken by the Landowner under emergency conditions to prevent or mitigate damage from these causes, provided that the Landowner notifies the Easement Holder of any occurrence that has adversely impacted or interfered with the purpose of this Easement.

8. General Provisions.

- 8.1 Amendment. The Landowner and Easement Holder may amend this Easement in a written instrument executed by both parties and recorded in the Office of the Register of Deeds for the county in which the Property is located, provided that no amendment shall be allowed if, in the judgment of the Easement Holder, it:

- a. diminishes the Conservation Values of the Property,
- b. is inconsistent with the purpose of the Easement,
- c. affects the duration of the Easement, or
- d. affects the validity of the Easement under Section 700.40 of the Wisconsin Statutes.

8.2 Assignment. The Easement Holder may convey, assign, or transfer its interests in this Easement to a unit of federal, state, or local government or to an organization that is (a) qualified within the meaning of Section 170(h)(3) of the Internal Revenue Code and in the related regulations or any successor provisions then applicable, and (b) qualified to hold conservation easements under Section 700.40 of the Wisconsin Statutes. As a condition of any assignment or transfer, any future holder of this Easement is required to carry out its purpose for the remainder of its term. The Easement Holder will notify the Landowner of any assignment at least thirty (30) days before the date of such assignment. However, failure to give such notice does not affect the validity of assignment or limit its enforceability in any way.

8.3 Captions. The captions in this Easement have been inserted solely for convenience of reference and are not part of the Easement and have no effect on construction or interpretation.

8.4 Controlling Law and Liberal Construction. The laws of the State of Wisconsin govern the interpretation and performance of this Easement. Ambiguities in this Easement shall be construed in a manner that best effectuates the purpose of the Easement and protection of the Conservation Values of the Property.

8.5 Counterparts. The Landowner and Easement Holder may execute this Easement in two or more counterparts, which shall, in the aggregate, be signed by both parties. Each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

8.6 Entire Agreement. This instrument sets forth the entire agreement of the Landowner and Easement Holder with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged into this Easement.

8.7 Extinguishment. This Easement may be terminated or extinguished before the expiration of its term, whether in whole or in part, only through judicial proceedings in a court of competent jurisdiction. Furthermore, the Easement may be extinguished only under the following circumstances: (a) exercise of the power of eminent domain or purchase in lieu of condemnation takes all or part of the Property or (b) the Landowner and Easement Holder agree that a subsequent, unexpected change in the

condition of or surrounding the Property makes accomplishing the purpose of the Easement impossible.

8.8 Joint Obligation. The obligations imposed by this Easement upon the Landowner are joint and several.

8.9 Ownership Responsibilities, Costs and Liabilities. The Landowner retains all responsibilities and will bear all costs and liabilities related to the ownership of the Property, including, but not limited to, the following:

- a. *Operation, upkeep, and maintenance*. The Landowner is responsible for the operation, upkeep, and maintenance of the Property.
- b. *Control*. In the absence of a judicial decree, nothing in this Easement establishes any right or ability in the Easement Holder to:
 - (i) exercise physical or managerial control over the day-to-day operations of the Property;
 - (ii) become involved in the management decisions of the Landowner regarding the generation, handling, or disposal of hazardous substances; or
 - (iii) otherwise become an operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or similar laws imposing legal liability on the owner or operator of real property.
- c. *Permits*. The Landowner remains solely responsible for obtaining applicable government permits and approvals for any construction or other activity or use permitted by this Easement and all construction, other activity, or use shall be undertaken in accordance with applicable federal, state and local laws, regulations, and requirements.
- d. *Indemnification*. The Landowner releases and will hold harmless, indemnify, and defend the Easement Holder and its members, directors, officers, employees, agents, contractors, and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, judgments or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with:

- (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties;
- (ii) the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation, including without limitation, CERCLA, by any person other than the Indemnified Parties, in any way affecting, involving or related to the Property;
- (iii) the presence or release in, on, from, or about the Property, at any time of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

e. *Taxes.* Before delinquency, the Landowner shall pay all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any taxes imposed upon or incurred in response to this Easement, and shall furnish the Easement Holder with satisfactory evidence of payment upon request.

8.10 Recording. The Easement Holder shall record this Easement in the Office of the Register of Deeds for the county in which the Property is located and may re-record it or any other document necessary to protect its rights under this Easement.

8.11 Severability. If any provision or specific application of this Easement is found to be invalid by a court of competent jurisdiction, then the remaining provisions or specific applications of this Easement shall remain valid and binding.

8.12 Successors. This Easement is binding upon, and inures to the benefit of, the Landowner and Easement Holder and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running with the Property for the term of the Easement.

8.13 Terms. The terms "Landowner" and "Easement Holder," wherever used in this Easement, and any pronouns used in their place, mean either masculine or feminine, singular or plural, and include Landowner's and Easement Holder's respective personal representatives, heirs, successors, and assigns.

8.14 Warranties and Representations. The Landowner warrants and represents that:

- a. The Landowner and the Property comply with all federal, state and local laws, regulations, and requirements applicable to the Property and its use;

- b. No civil or criminal proceedings or investigations are pending or threatened that would in any way affect, involve, or relate to the Property. No facts or circumstances exist that the Landowner might reasonably expect to form the basis for any proceedings, investigations, notices, claims, demands or orders; and
- c. The person signing this Easement has authority to grant this Conservation Easement to the Easement Holder.

GRANT OF INTEREST TO EASEMENT HOLDER

As the Administrator of the Village of Thiensville, I execute the foregoing Limited Term

Conservation Easement and acknowledge the same on this _____ day of

_____, 2018.

By: _____

Dianne Robertson
Village Administrator

STATE OF WISCONSIN

OZAUKEE COUNTY

On this _____ day of _____, 2018, the person known as Dianne Robertson came before me and executed the foregoing instrument and acknowledged the same.

Signature of Notary Public

Notary Public, State of _____

My Commission expires _____.

ACCEPTANCE OF EASEMENT HOLDER'S INTEREST

The Milwaukee Metropolitan Sewerage District accepts the foregoing Limited Term

Conservation Easement on this _____ day of _____, 2018.

By: _____

Kevin L. Shafer, P.E.
Executive Director

Approved as to Form: _____
Attorney for the District

STATE OF WISCONSIN

MILWAUKEE COUNTY

On this _____ day of _____, 2018, the person known as Kevin L. Shafer
came before me and executed the foregoing instrument and acknowledged the same.

Signature of Notary Public

Notary Public, State of _____

My Commission expires _____.

Thomas A. Nowicki, Staff Attorney, Milwaukee Metropolitan Sewerage District, drafted this
conservation easement.

ATTACHMENTS

EXHIBIT A Description of the Property

EXHIBIT B Map Showing the Location of the Property and the Location of the Green
Infrastructure Subject to this Easement

EXHIBIT C Map Showing the Area Within the Property Subject to this Easement

EXHIBIT D Photographs of the Porous Pavers Subject to this Easement

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Address: 250 ELM Street

Tax Key: 12-050-05-03-000

**Legal Description: 523/650 PRT LOT 3 BLK 5 COMM NE COR LOT 4 TH N 33 FT E
76 FT N 12 FT E 657 FT S'LY 180 FT W'LY 843 FT NE 51 FT POB
2.13 ACS #1553 CSM OUTLOT 1 VOL 11/69 ASSESSOR'S PLAT**

EXHIBIT B

MAP SHOWING THE LOCATION OF THE PROPERTY AND
THE LOCATION OF THE GREEN INFRASTRUCTURE
SUBJECT TO THIS EASEMENT (BLUE CIRCLE)



[illegible]

EXHIBIT D
PHOTOGRAPHS OF THE POROUS PAVERS SUBJECT TO THIS EASEMENT

Pavers at Gateway Entrance



Pavers Detail



Pavers looking east toward parking lot



Pavers looking south toward Milwaukee River

