

VILLAGE OF THIENSVILLE  
HISTORIC PRESERVATION COMMISSION  
AGENDA

DATE: Wednesday, September 9, 2020

LOCATION: 250 Elm Street  
Thiensville, WI

TIME: 6:00 PM

I. CALL TO ORDER

II. ROLL CALL

Chairman: Ronald Heinritz  
Commissioners: Jennifer Abraham  
Robert Blazich  
Mary Giuliani  
Joseph Miller  
Thomas Streifender  
Vacant  
Director of Community  
Services/Public Works: Andy LaFond

III. TIME AND DATE OF NEXT MEETING

A. Next Meeting Scheduled For Wednesday, October 7, 2020 At 6:00 PM

IV. APPROVAL OF MINUTES

A. Approval Of Minutes

1. August 12, 2020

Documents:

[8-12-2020 HPC MINUTES.PDF](#)

V. BUSINESS

A. Review And Approval Of Certificate Of Appropriateness For Cheel Pavilion, Return Widow's Walk To Cheel Structure And Erect Hitching Post Patio, Jesse Daily, Cheel, Llc, 105 South Main Street

Documents:

[COA - CHEEL.PDF](#)  
[CHEEL PAVILLION SUBMITTAL.PDF](#)  
[PAVILION\\_THECHEEL\\_PRESENTATION.PDF](#)  
[CHEEL PLAN COMMISSION APPLICATION.PDF](#)  
[FULLY EXECUTED PARKING LICENSE AGMT TF AND CHEEL RESTAURANT.PDF](#)

B. Review And Approval Of Certificate Of Appropriateness For Second Floor Addition, Paint Awning, Ladies & Gentlemen's Quarters, Dawn Bantz, 175 South Main Street

Documents:

[175 S. MAIN ST. COA AND BLDG PERMIT 7-30-20.PDF](#)  
[BANTZ 01A.PDF](#)  
[BANTZ 02A.PDF](#)  
[BANTZ 03A.PDF](#)  
[BANTZ 04A.PDF](#)  
[BANTZ PHOTOS.PDF](#)

VI. OLD BUSINESS

VII. ITEMS BY CHAIRMAN

- A. Review Possible Change To Historic Preservation Commission Regular Meeting Date
- B. Review Historic Research And Language For Possible Plaque At 185 South Main Street, Frank Oil Co. Station
- C. Review Village Codes Pertaining To Historic Preservation

VIII. ITEMS BY COMMISSIONERS

- A. Mequon-Thiensville Historical Society - Bob Blazich

IX. ADJOURNMENT

Amy L. Langlois, Village Clerk  
September 4, 2020

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  
HISTORIC PRESERVATION COMMISSION  
MINUTES**

**DATE:** Wednesday, August 12, 2020

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

**TIME:** 6:00 PM

**I. CALL TO ORDER**

Chairman Heinritz called the meeting to order at 6:00 PM.

**II. ROLL CALL**

|                |                            |                              |
|----------------|----------------------------|------------------------------|
| Chairman:      | Ron Heinritz               |                              |
| Commissioners: | Jennifer Abraham           | Mary Giuliani                |
|                | Robert Blazich             | Joseph Miller (excused)      |
|                | Karin Flodstrom (resigned) | Thomas Streifender (excused) |
| Administrator: | Colleen Landisch-Hansen    |                              |

Chairman Heinritz stated that Karin Flodstrom had submitted her resignation. This was accepted by the Village Board on July 20, 2020. Chairman Heinritz would like to see Karin reappointed to the Historic Preservation Commission if her schedule allows as she lives in the District and serves as the Commission's secretary.

Commissioner Blazich shared communication from Commissioner Streifender stating he is available to attend meetings remotely and will not attend in person.

**III. DATE AND TIME OF NEXT MEETING**

- A. Next meeting scheduled for Wednesday, September 9, 2020 at 6:00 PM

**IV. APPROVAL OF MINUTES**

- A. Approval of Minutes  
1. July 8, 2020

**MOTION** by Commissioner Blazich, **SECONDED** by Commissioner Abraham to approve the July 8, 2020 Minutes.  
**MOTION CARRIED UNANIMOUSLY.**

**V. BUSINESS**

- A. Review and approval of Certificate of Appropriateness for Maintenance of Building (Painting West Side of Building), Timothy Broderick, 159-163 South Main Street

**MOTION** by Commissioner Abraham, **SECONDED** by Commissioner Blazich to approve Certificate of Appropriateness for Maintenance of Building (Painting West Side of Building), Timothy Broderick, 159-163 South Main Street. **MOTION CARRIED UNANIMOUSLY.**

- B. Review and approval of Certificate of Appropriateness for New Roof, Jesse Daily, Core, LLC, 107 Buntrock Avenue

**MOTION** by Commissioner Abraham, **SECONDED** by Commissioner Blazich to approve Certificate of Appropriateness for New Roof, Jesse Daily, Core, LLC, 107 Buntrock Avenue. **MOTION CARRIED UNANIMOUSLY.**

- C. Consultation with Michael Koepke Regarding Certificate of Appropriateness, 127 South Main Street

Michael Koepke, 127 South Main Street, shared that he has exhausted every possible resource to try to keep the building structurally intact, however, it is too expensive. Mr. Koepke would like to raze the building and put up a new structure and comply with the new codes. The plumbing and electrical need to be replaced; and to do this in the existing structure is very expensive. It is cheaper to replace the building than it is to try to preserve it. Mr. Koepke has tried everything he possibly knows to keep it but feels he has to start over. Mr. Koepke also has a wet basement that would be quite costly to repair as well. Mr. Koepke shared that there is nothing architecturally significant on the exterior and feels the best long-term solution is to build a new home.

Commissioner Blazich asked if the new structure would be the same bungalow style that is currently on the site. Mr. Koepke stated it will be very similar to the alterations approved at an earlier meeting – a modern farmhouse.

Chairman Heinritz shared that in order to proceed with a demolition permit, there is an existing garage that is required to be demolished and to demo a property, a site plan must be submitted and approved before moving forward. This would have to be approved by the Plan Commission. Also, Chairman Heinritz suggested Mr. Koepke meet with Andy LaFond, Director of Community Services/Public Works and Village staff regarding his plans.

Regarding the original existing garage, there was a demolition permit issued several years ago that has more than likely expired. Chairman Heinritz suggested moving forward with this request. As far as the building, this requires a site plan.

In regards to the cost of the building, there is a historic tax credit program through Federal and State and is very generous if you qualify – up to 40%. Mr. Koepke stated that he believes 40% is high. Chairman Heinritz shared that it is 20% from Federal and the State matches it. Mr. Koepke has applied, however, was denied because of the fiber cement on the exterior of the building and the windows were denied.

Mr. Koepke shared that he will be using the same site plan that was approved. This structure is 2 feet wider than the existing home. Mr. Koepke inquired of the Commission their thoughts on razing the home. Commissioner Blazich stated the main thing that they would like to know is what is going to be built and that there will not be an empty lot. Mr. Koepke submitted a conceptual drawing to Director LaFond.

Chairman Heinritz shared that the home sits in the historic center of town and in the Town Center Historic District which will be considered upon project submission. Chairman Heinritz suggested Mr. Koepke meet with Director LaFond and Village Planner Jon Censky.

Mr. Koepke does not have occupancy for his new garage. Mr. Koepke was told to close the opening to the west with a fixed wall made of 2x4's. The Village's Building Inspector did not approve this because there is no siding. Administrator Landisch-Hansen stated that this will be worked through at a meeting with Director LaFond and Planner Censky.

**Historic Preservation Commission Minutes**  
**August 12, 2020**  
**Page three of four**

Chairman Heinritz shared contact information regarding tax credits with Mr. Koepke.

Commissioner Blazich shared that the Historic Preservation Commission was at the point of agreement on Mr. Koepke's previous plan and the only item currently still out for discussion was the railing on the front porch. Commissioner Blazich stated that the Commission is probably in agreement with the overall design. Mr. Koepke shared there may be an elevation requirement that needs to be met.

Mr. Koepke stated he will be back.

The demo permit previously approved for the garage was issued many years ago and may have expired. Commissioner Giuliani inquired if the new footprint was 2' wider. Administrator Landisch-Hansen believes that the new footprint is 2' wider and there may be some setback issues. Meeting with Planner Censky will be helpful.

**VI. OLD BUSINESS**

**VII. ITEMS BY CHAIRMAN**

- A.** Review historic research and language for possible plaque at 185 South Main Street, Frank Oil Co. Station

Chairman Heinritz has done some research regarding 185 South Main Street. The state has very little information. Commissioner Blazich stated that there is some information in the Walking Tour book. Commissioner Abraham will look into gathering some information regarding the Frank Oil Co. Station i.e. when the building was built, dates of operation, etc. The owner of the building is Andy Willms. Chairman Heinritz has contacted Mr. Willms regarding a possible plaque for 185 South Main Street. Mr. Willms is excited about the recognition. There was an addition in 1950 and there was at one time a leak that led to a lengthy remediation.

Administrator Landisch-Hansen shared that the Employee and Volunteer Appreciation Dinner will be after the November election, if it is held.

- B.** Joseph DeRose, Certified Local Government Coordinator, State Historic Preservation Office, Announces His Retirement as of September 4, 2020

Chairman Heinritz shared that Joseph DeRose, Certified Local Government Coordinator, is retiring after 30 years.

- C.** Review Sign Code

This item was tabled.

- D.** Reference material: Window Installation

Chairman Heinritz shared a catalog from Marvin windows and a list of possible contractors to be used as a resource to those wishing to do updates to their property in the Historic District.

**VIII. ITEMS BY COMMISSIONERS**

**A.** Mequon/Thiensville Historical Society – Bob Blazich

Commissioner Blazich shared that the stamp museum is open by appointment only allowing two people in at a time with masks required.

Also, the Mequon/Thiensville Historical Society will be working on cleaning up membership and will be having a membership drive.

**IX. ADJOURNMENT**

**MOTION** by Commissioner Giuliani, **SECONDED** by Commissioner Abraham to adjourn the meeting at 6:50 PM.  
**MOTION CARRIED UNANIMOUSLY.**

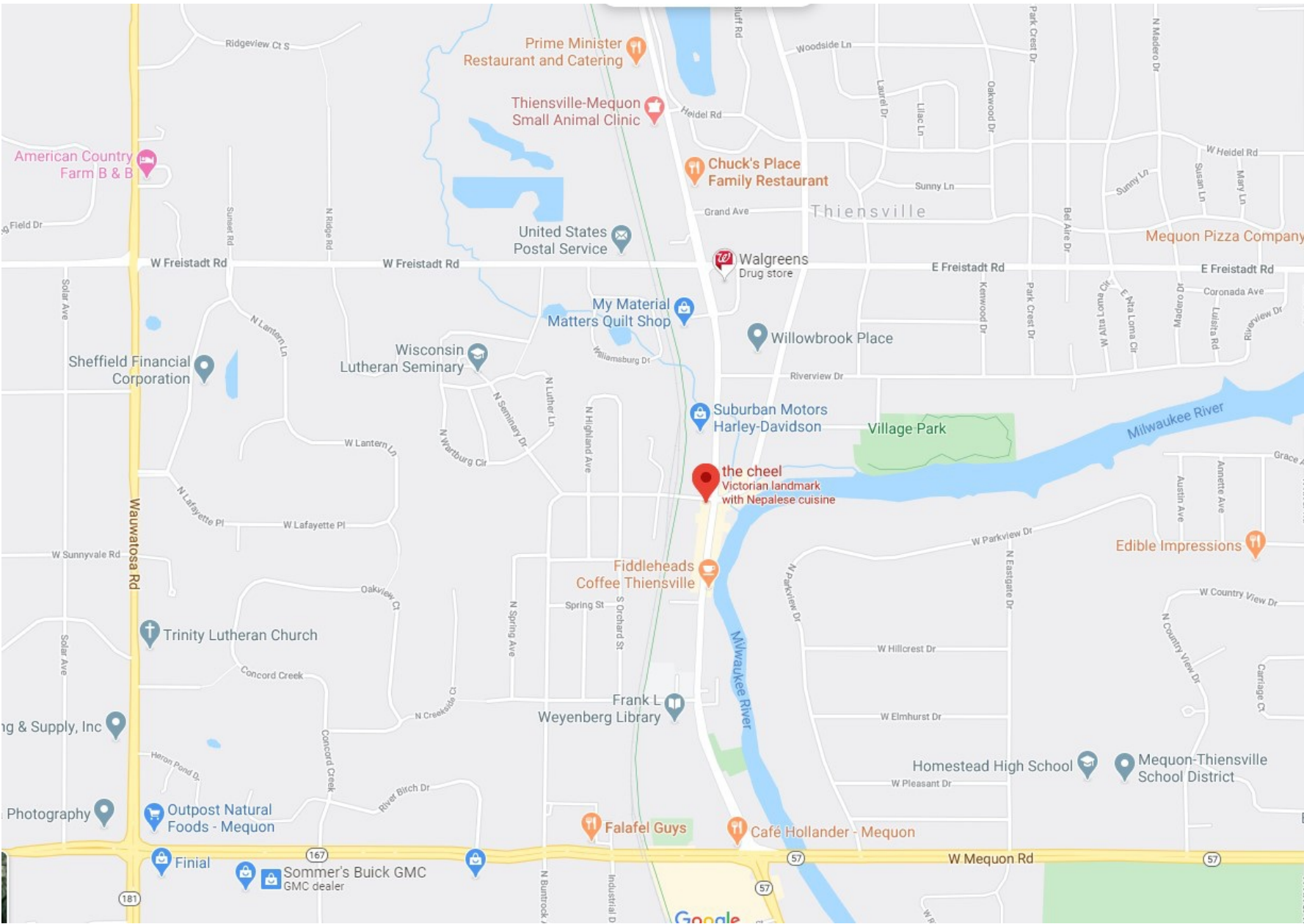
Submitted by,

Amy L. Langlois  
Village Clerk



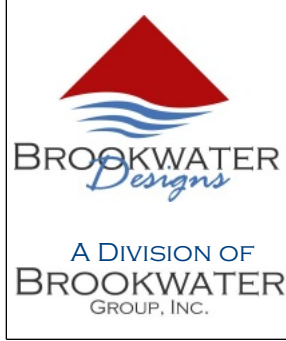
# CHEEL PAVILION

105 S Main St, Thiensville, WI 53092



## SHEET INDEX

- A-1 TITLE SHEET  
PROPOSED BUILDING VIEWS
- A-2 SITE PLAN
- A-3 MAIN LEVEL FLOOR PLAN
- A-4 FOUNDATION PLAN  
BUILDING ELEVATIONS
- A-5 REFLECTED CEILING PLAN
- A-6 SECOND FLOOR PLAN  
CROSS SECTION VIEW



| NO. | DESCRIPTION | BY  | DATE     |
|-----|-------------|-----|----------|
| 1   | BID PLANS   | AMB | 01/01/20 |

## PROJECT INFORMATION

PROJECT DESCRIPTION:  
**CHEEL PAVILION**  
JESSE & BARKHA DAILY  
105 S MAIN STREET  
THIENSVILLE, WI 53092

DRAWINGS PROVIDED BY:  
**BROOKWATER GROUP**  
1516 HILL ROAD  
GREENLEAF, WI 54126  
800-353-5684 www.thebrookwatergroup.com

DATE:  
8/13/2020

SCALE:  
1/2" = 1'-0"

SHEET:  
**A-1**

REBAR FOUND  
2.14' N. OF  
ACTUAL CORNER

2 STORY BRICK  
BUILDING #107

3 STORY FRAME  
AND CONC. BLOCK  
BUILDING

1.0" O.D.  
S.P. FOUND



PROPOSED  
1 STORY PAVILION

OPEN AIR  
VESTIBULE

EXISTING ASPHALT

FRAME GARAGE

2 STORY  
FRAME BUILDING

CONCRETE PAVEMENT

1  
A2 PROPOSED SITE PLAN  
SCALE: 1/8" = 1'-0"

| NO. | DESCRIPTION | BY  | DATE     |
|-----|-------------|-----|----------|
| 1   | BID PLANS   | AMB | 01/01/20 |
|     |             |     |          |
|     |             |     |          |

SHEET TITLE:  
**SITE PLAN**

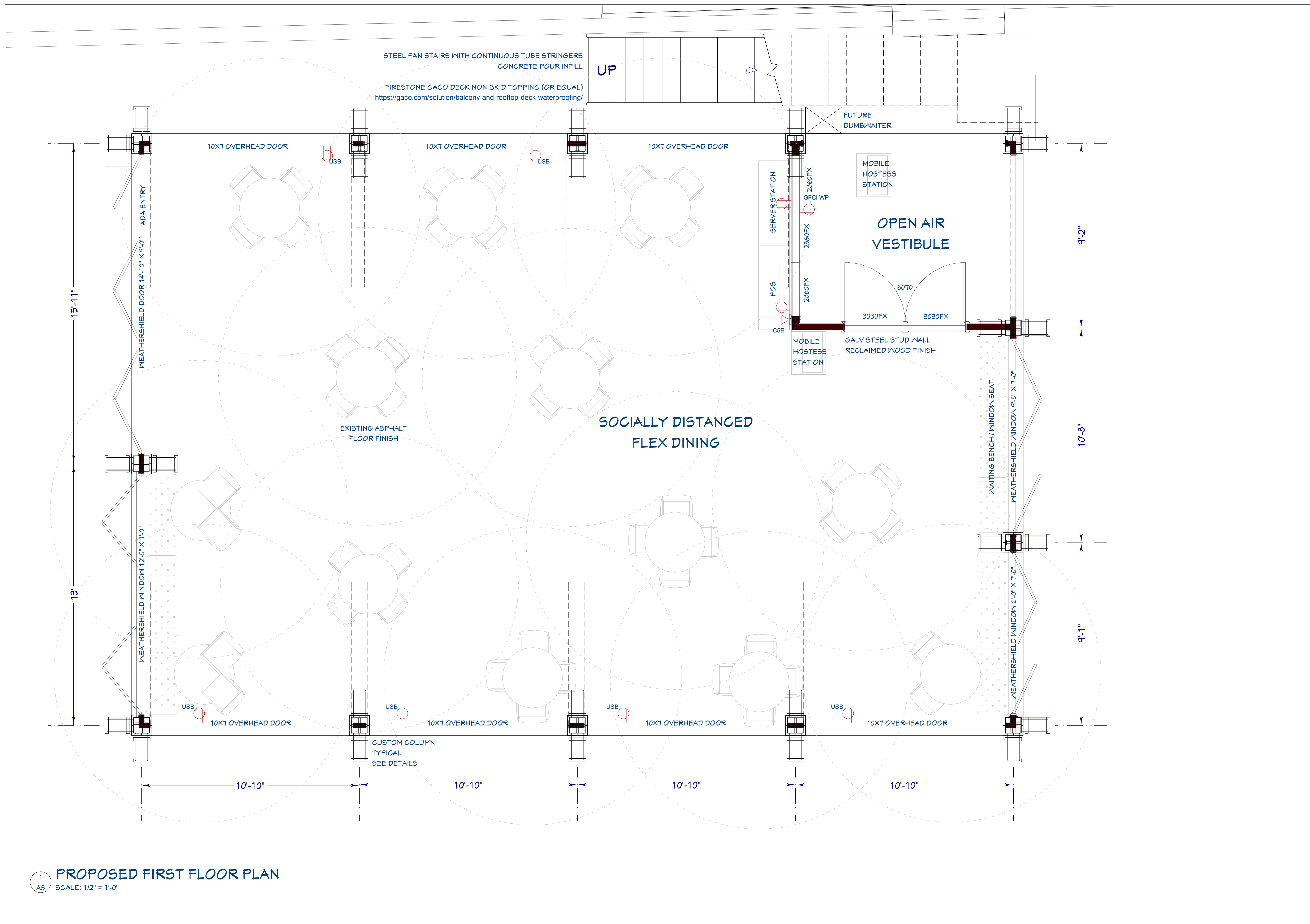
PROJECT DESCRIPTION:  
**CHEEL PAVILION**  
JESSE & BARKHA DAILY  
105 S MAIN STREET  
THIENSVILLE, WI 53092

DRAWINGS PROVIDED BY:  
**BROOKWATER GROUP**  
1516 HILL ROAD  
GREENLEAF, WI 54126  
800-353-5684 www.thebrookwatergroup.com

DATE:  
8/13/2020

SCALE:  
1/8" = 1'-0"

SHEET:  
**A-2**



1  
A3 PROPOSED FIRST FLOOR PLAN  
SCALE: 1/2" = 1'-0"



A DIVISION OF  
BROOKWATER  
GROUP, INC.

| NO. | DESCRIPTION | BY  | DATE     |
|-----|-------------|-----|----------|
| 1   | BID PLANS   | AMB | 01/01/20 |
|     |             |     |          |
|     |             |     |          |

SHEET TITLE:

**FIRST FLOOR PLAN**

**INTERIOR ELEVATIONS**

PROJECT DESCRIPTION:

**CHEEL PAVILION**

JESSE & BARKHA DAILY  
105 S MAIN STREET  
THIENSVILLE, WI 53092

DRAWINGS PROVIDED BY:

**BROOKWATER GROUP**

1516 HILL ROAD  
GREENLEAF, WI 54126  
800-353-5684 www.thebrookwatergroup.com

DATE:

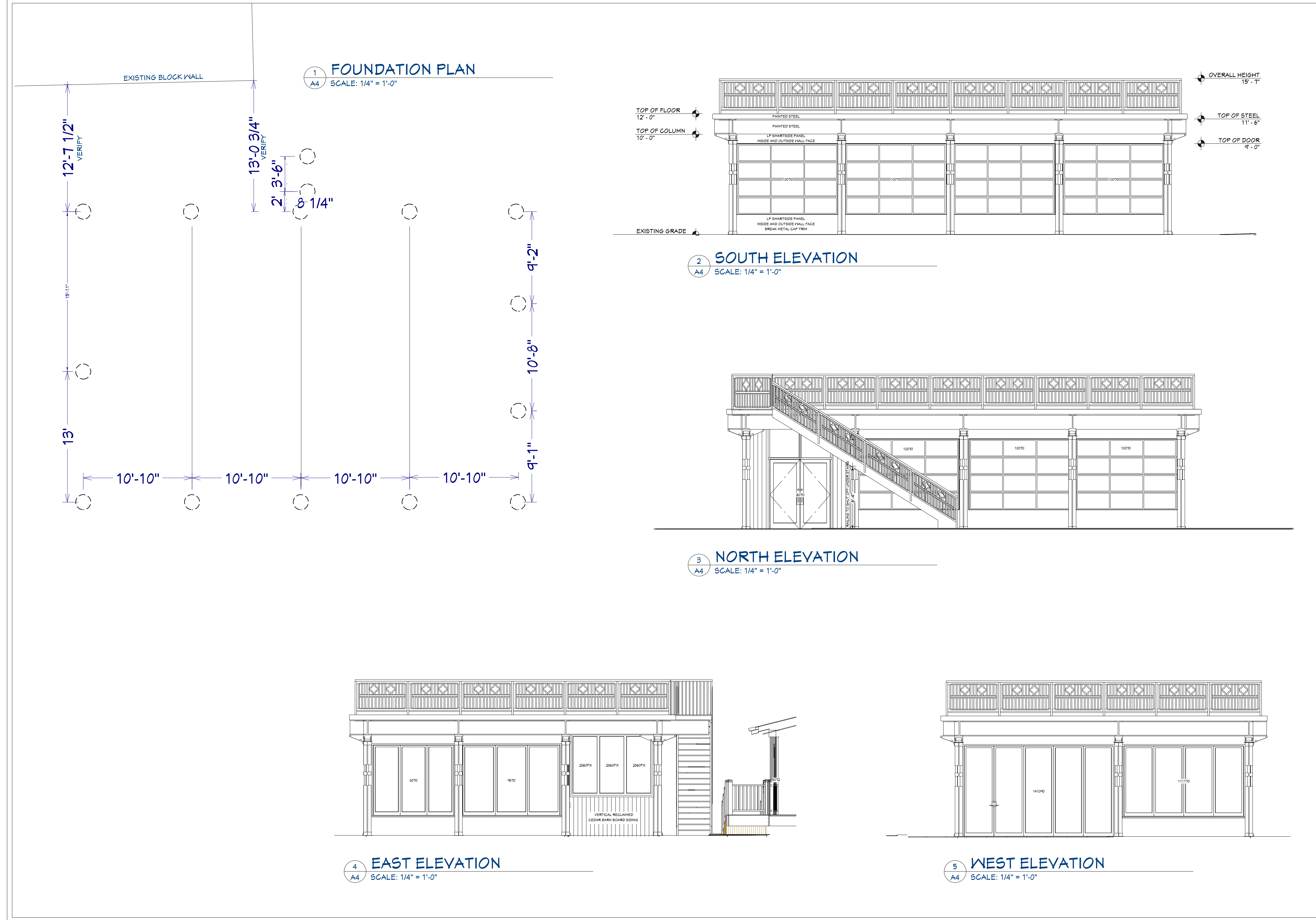
8/13/2020

SCALE:

1/2" = 1'-0"

SHEET:

**A-3**





**BROOKWATER**  
*Designs*

A DIVISION OF  
**BROOKWATER GROUP, INC.**

| NO. | DESCRIPTION | BY  | DATE     |
|-----|-------------|-----|----------|
| 1   | BID PLANS   | AMB | 01/01/20 |

SHEET TITLE:

**FOUNDATION PLAN**  
**ELEVATIONS**

PROJECT DESCRIPTION:

**CHEEL PAVILION**  
JESSE & BARKHA DAILY  
105 S MAIN STREET  
THIENSVILLE, WI 53092

DRAWINGS PROVIDED BY:

**BROOKWATER GROUP**  
1516 HILL ROAD  
GREENLEAF, WI 54126  
800-353-5684 www.thebrookwatergroup.com

DATE:

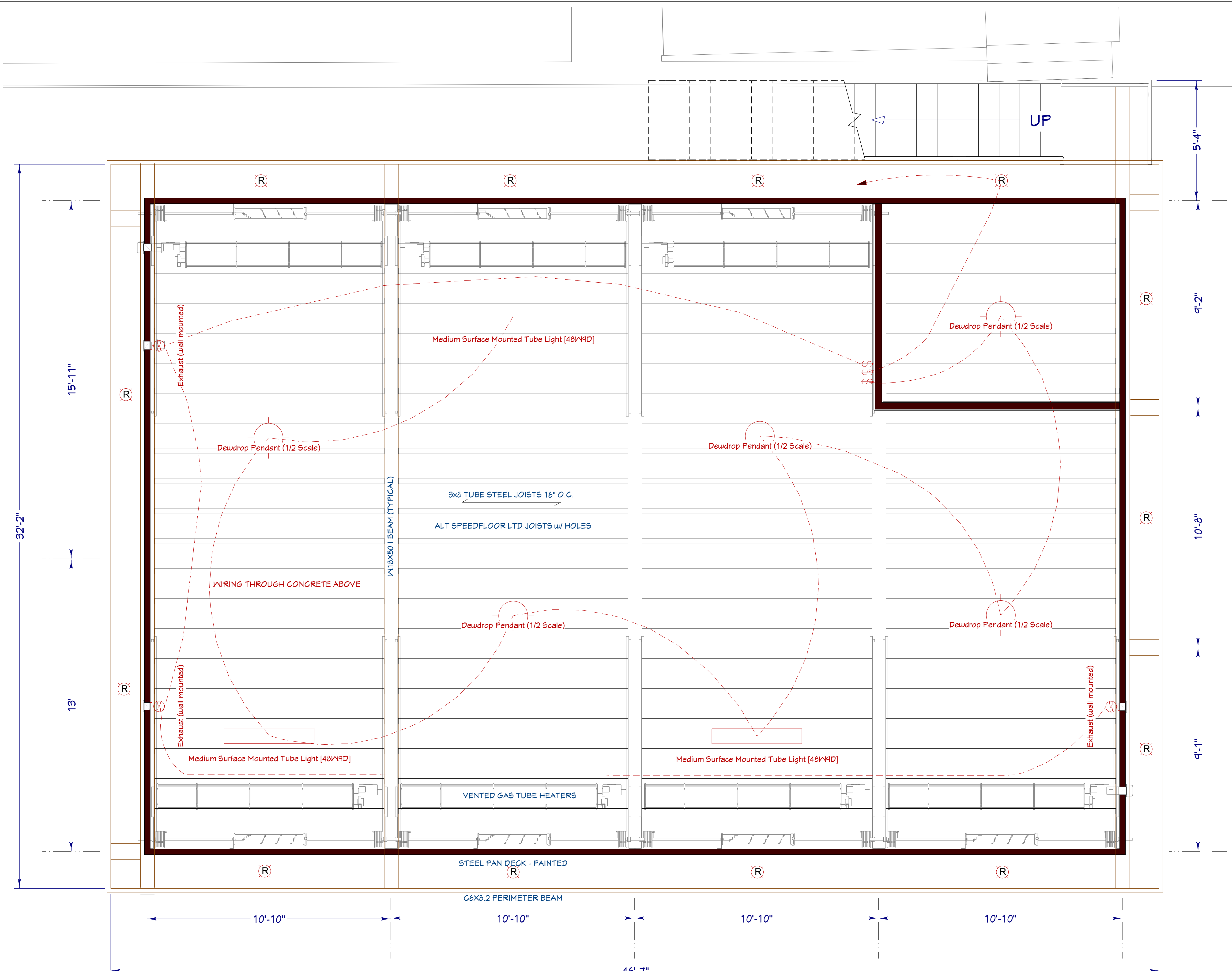
8/13/2020

SCALE:

1/4" = 1'-0"

SHEET:

**A-4**



1 REFLECTED CEILING PLAN  
A5 SCALE: 1/2" = 1'-0"

| NO. | DESCRIPTION | BY  | DATE     |
|-----|-------------|-----|----------|
| 1   | BID PLANS   | AMB | 01/01/20 |
|     |             |     |          |
|     |             |     |          |

SHEET TITLE:  
**CHEEL PAVILION**  
CROSS SECTION

PROJECT DESCRIPTION:  
**CHEEL PAVILION**  
JESSE & BARKHA DAILY  
105 S MAIN STREET  
THIENSVILLE, WI 53092

DRAWINGS PROVIDED BY:  
**BROOKWATER GROUP**  
1516 HILL ROAD  
GREENLEAF, WI 54126  
800-353-5684 www.thebrookwatergroup.com

DATE:

8/13/2020

SCALE:

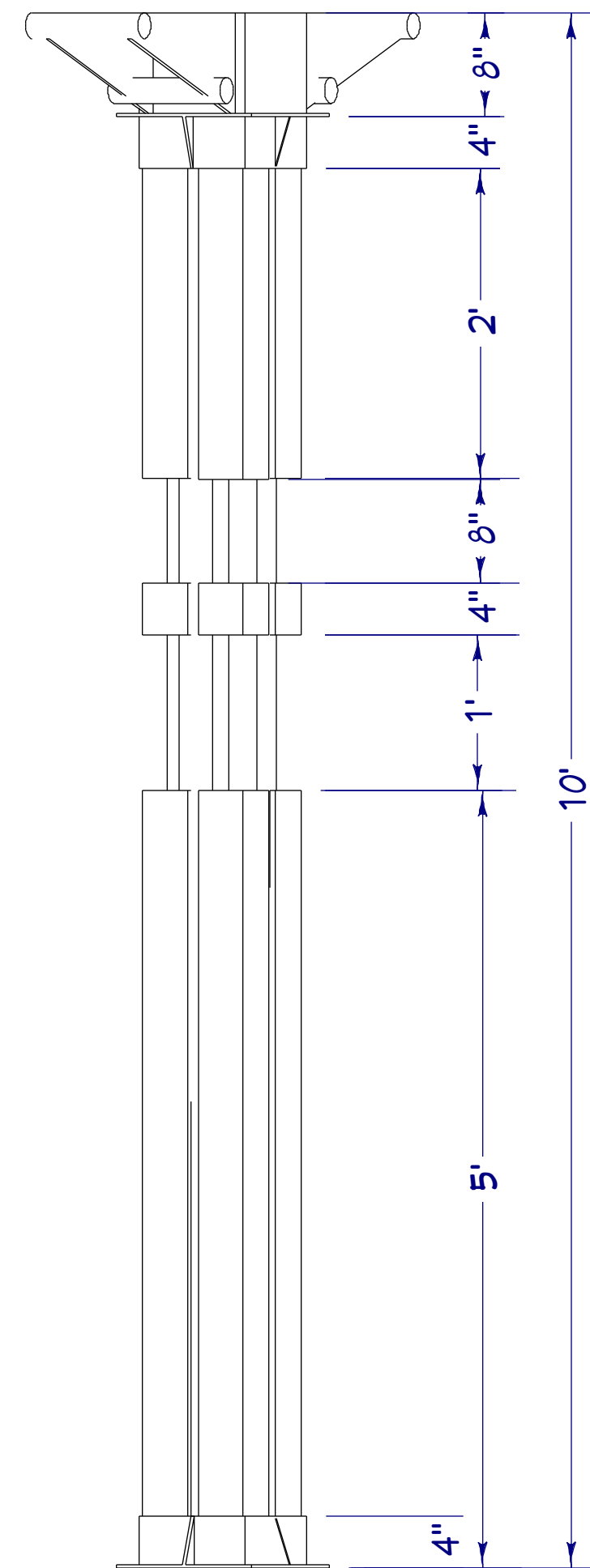
1/2" = 1'-0"

SHEET:

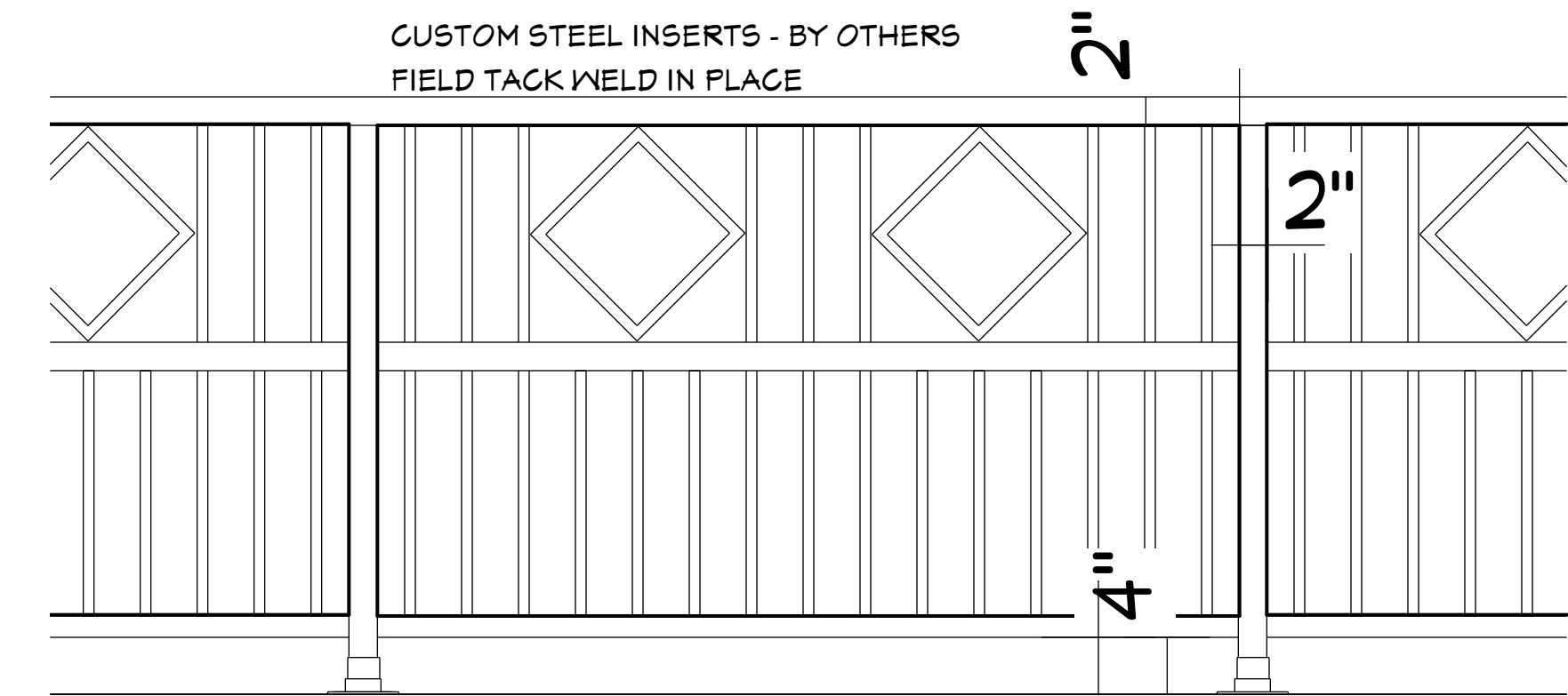
**A-5**



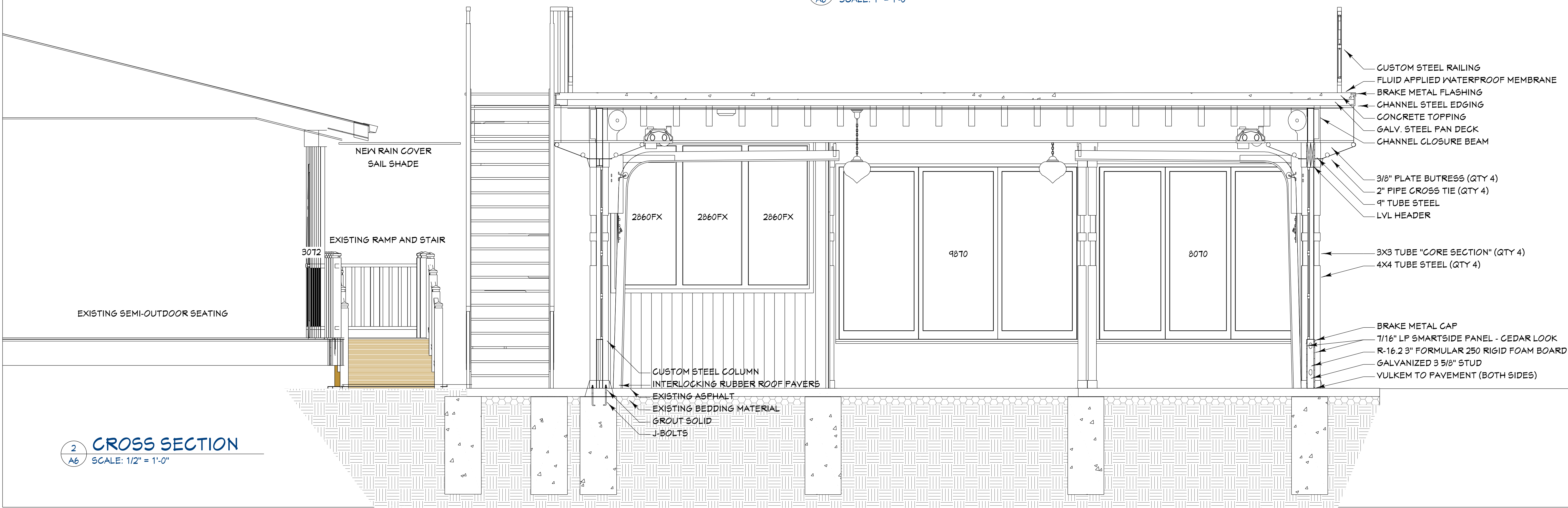
1  
A6 PROPOSED SECOND FLOOR PLAN  
SCALE: 1/4" = 1'-0"



3  
A6 COLUMN DETAIL  
SCALE: 1" = 1'-0"



4  
A6 RAILING DETAIL  
SCALE: 1" = 1'-0"



2  
A6 CROSS SECTION  
SCALE: 1/2" = 1'-0"

| NO. | DESCRIPTION | BY  | DATE     |
|-----|-------------|-----|----------|
| 1   | BID PLANS   | AMB | 01/01/20 |

SHEET TITLE:  
**2ND FLOOR PLAN  
CROSS SECTION**

PROJECT DESCRIPTION:  
**CHEEL PAVILION**  
JESSE & BARKHA DAILY  
105 S MAIN STREET  
THIENSVILLE, WI 53092

DRAWINGS PROVIDED BY:  
**BROOKWATER GROUP**  
1516 HILL ROAD  
GREENLEAF, WI 54126  
800-353-5684 www.thebrookwatergroup.com

DATE:  
8/13/2020

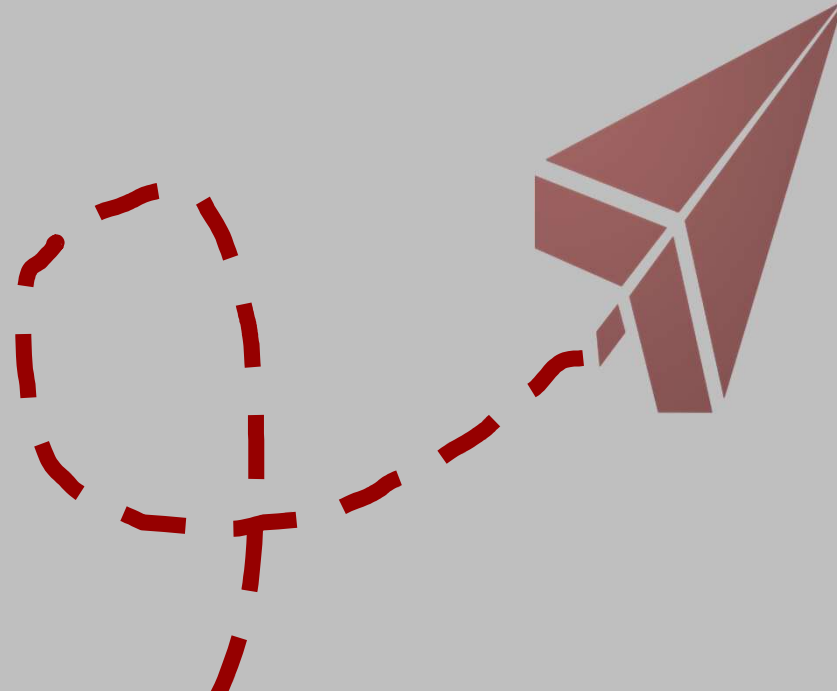
SCALE:  
1/2" = 1'-0"

SHEET:  
**A-6**

09/2020

# the cheel

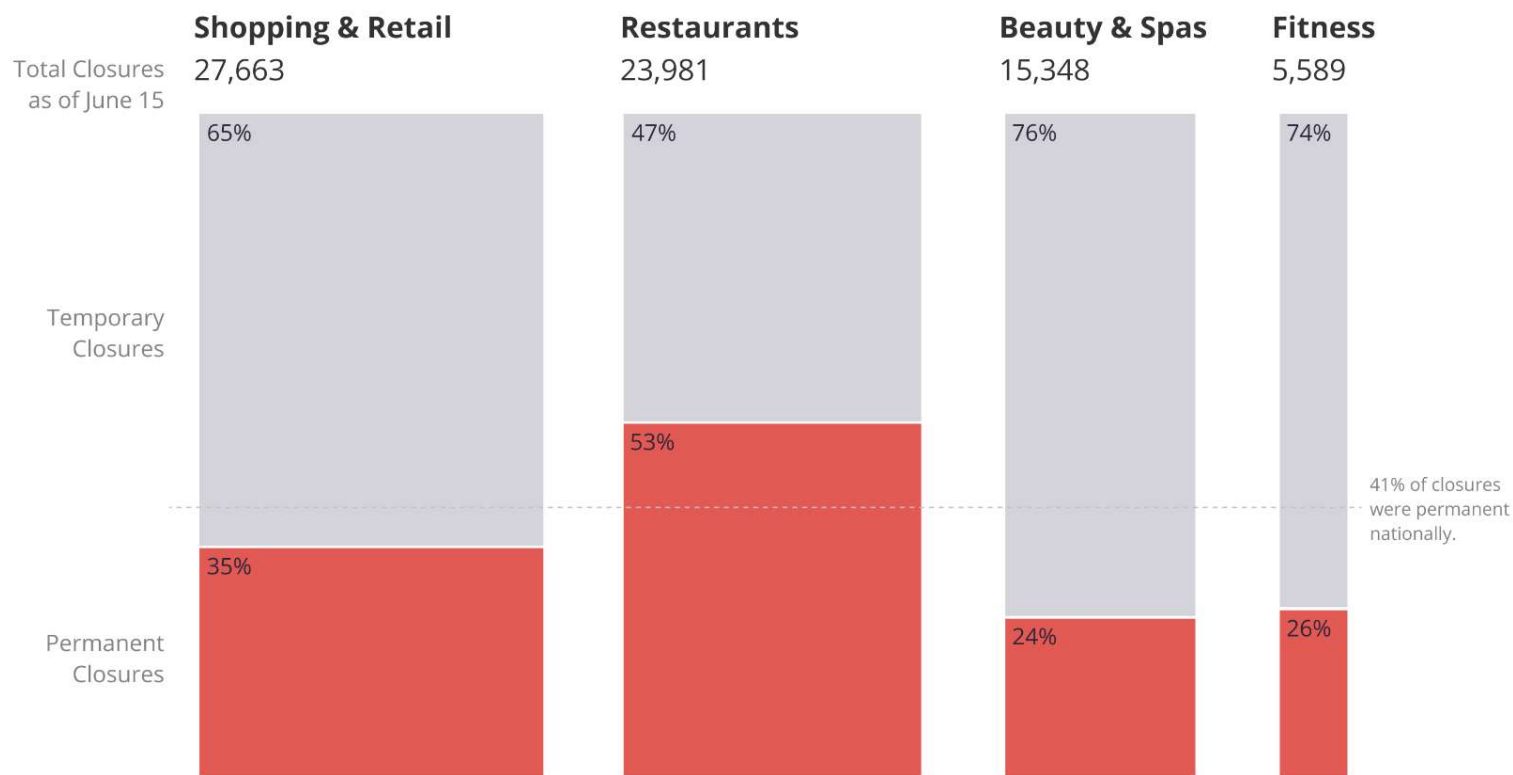
Surviving Through These Tough Times



In early June, we've seen diners seated come back substantially – now down 57% compared to pre-pandemic levels

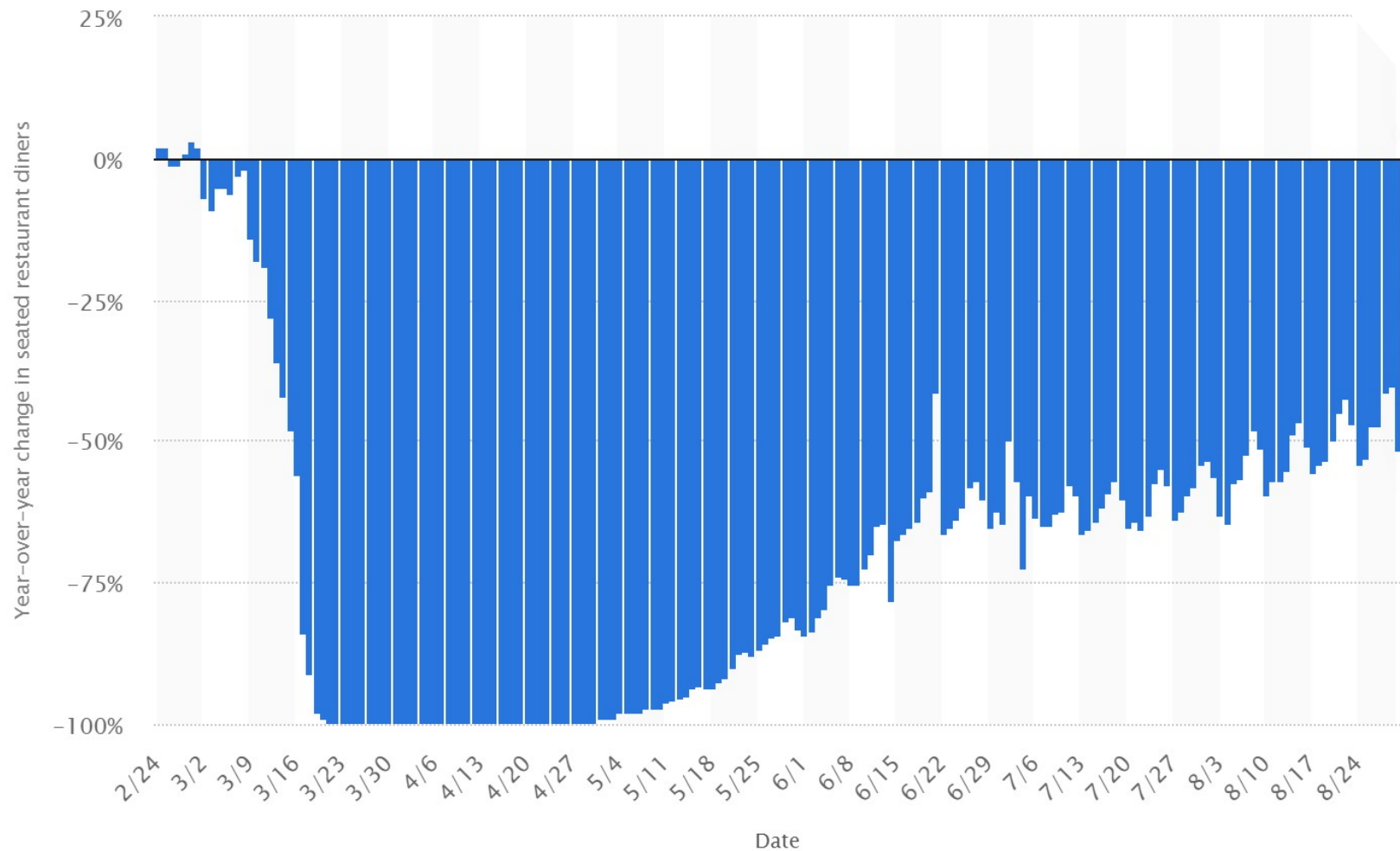
## Restaurants and Retail have been Hit Hardest

Number of businesses marked temporarily or permanently closed on Yelp that were open on March 1



Daily change in seated restaurant diners  
United States  
February 24 to August 30, 2020 - Statista

STATE OF THE  
INDUSTRY



- ✓ **52%** of Americans would feel uncomfortable dining in a restaurant/bar throughout the next season – Forbes/iAudito

✓ 85% of independent restaurants could permanently close by the end of the year - The Independent Restaurant Coalition

- ✓ Loss of revenue by 70%  
2019 vs 2020 March through May
- ✓ Socially distance dining – June 2020
  - ✓ Sustain our revenue 2019 vs 2020

## COST OF REOPENING

- ✓ Cost of lost inventory: 70%
- ✓ Opening cost – inventory & COD
  - ✓ \$30,000 (not applicable for PPP)
  - ✓ Plus other loans to cover operating expenses (PPP and EIDL)

# SOLUTION

- ✓ Selling a peace of mind
- ✓ Keeping socially distance dining
- ✓ Perception of outdoor dining
- ✓ Keep the current number of tables while maintaining social distancing

- ✓ Homage to current buildings:
  - ✓ Firehouse:
    - ✓ Diamonds
    - ✓ Door
  - ✓ Fiddleheads:
    - ✓ Same designer: Anna Burns
    - ✓ Taking similar design approach

DESIGN

- ✓ 100% non-combustible construction
- ✓ All egress when open
- ✓ Double access egress in months

DESIGN



DESIGN



# PARKING

- ✓ Required parking per capacity: 56
- ✓ Currently parking available: 54
  - ✓ North of Firehouse
  - ✓ Public Parking on Buntrock
  - ✓ Molyneux Park
  - ✓ Street Parking
- ✓ Additional parking space contract:
  - ✓ Gordie Boucher– 12 space

# DETAILS

- ✓ Bathrooms:
  - ✓ 2 at the cheel
  - ✓ 2 at the baaree
- ✓ Noise
  - ✓ Follow current commercial zone noise ordinance
  - ✓ Beams and Fabrics for absorbing sounds
- ✓ Neighbors

**VISION**

**“Create a safe  
space for guests to  
dine in the winter  
months.”**

**VISION**

**“Create a unique  
space whose usage  
goes beyond  
covid.”**

# RESOURCES

- ✓ Yelp: Economic Impact Report
- ✓ Forbes: The COVID-19 Crisis Will Likely Lead To A Massive Shakeout In The Restaurant Industry
- ✓ iAuditor

**CONTACT  
INFORMATION**

**Barkha Daily  
Jesse Daily  
Matthew Buerosse**



# Village of Thiensville

## Plan Commission Application

Property Address: 215 Madero Dr, Thiensville WI 53092

Tax Key #

**Property Owner**  
the cheel

Name

Jesse Daily

Address

105 S. Main Stt

Phone

414-241-1013

Email address

B1

Current Zoning

**Applicant** ☐ Same as owner

Name

Address

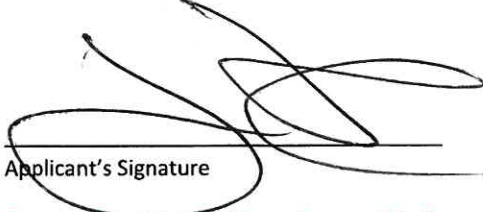
Phone

Email address

### Project description

Please describe your project in detail. Include details about height and dimensions, color, materials used and setbacks from the street and property lines. Provide any information that you believe will assist staff in reviewing and approving your request.

See attached presentation and details therein

  
Applicant's Signature

09/02/20

Date

A complete application along with the appropriate fees shall be submitted by the deadline stated on the meeting schedule to the Village Clerk. In order for an application to be considered complete, the application shall include the required number of site plans/maps, and all of the necessary supporting information as indicated on the Project Review Checklist. The applicant is responsible to pay planner charges after a first half hour of planner time. Owner, architect, builder or owner's representative must attend the Plan Commission meeting for action to be taken. Work cannot begin until Plan Commission approval and paid and approved building permit.

**Planner Fee Schedule:** The Village provides the first half hour of the Village Planner's services. Any additional plan review time is billed at \$50.00/hr

**Application Checklist:** Two Paper Copies and an electronic copy with files in PDF format (plan size 11X17) must be submitted for all applicable items below for planner review and the Plan Commission packet.



Submit scaled site plan with proposed location and setbacks with accurate dimensions indicating the property size, its relationship to surrounding properties, existing topography, key natural features and show the location of all existing and proposed:

|                                        |                                                                                                           |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------|
| A. Structures, showing all entrances   | K. Dumpster location and screening                                                                        |
| B. Driveways & street access           | L. Location, color, message, dimensions and materials of all signs                                        |
| C. Parking areas                       | M. Location, size and character of dedicated or private open space                                        |
| D. Walkways                            | N. Location of sanitary sewer, storm sewer, water mains and services and storm water detention facilities |
| E. Existing landscaping                | O. Floor plan of building or addition                                                                     |
| F. Abutting public and private streets |                                                                                                           |
| G. Public easements                    |                                                                                                           |
| H. Surrounding land uses and zoning    |                                                                                                           |
| I. Retaining walls                     |                                                                                                           |
| J. Decorative accessories              |                                                                                                           |



Storm water management plan.

N/A



Completed building permit application (including two full size plan sets with state stamp for commercial and multi-family).



Grading plan showing existing and finished grades.



Professionally prepared landscape plan.



Lighting plan; photometric plan, type of fixtures, wattage and location and height of lighting structures.



Topographic data or pertinent grade elevations, if necessary, for proper remodeling of existing buildings showing finished exterior treatment.



Colored elevations of proposed buildings, structures and fencing, or of proposed remodeling of existing buildings, showing finished exterior treatment and a listing of building materials.

Is property in Thiensville's Historic District?

☒ Yes

☐ No

If yes, you must apply for a Certificate of Appropriateness with the Historic Preservation Commission. Complete the COA application. Attendance at HPC meeting is required

\*All Commercial and Multi-Family projects including any change of occupancy, change of use, or construction/alteration must be submitted to the Thiensville Fire Department for review, approval, and inspections.

=====

**VILLAGE STAFF REVIEW**

☐ Application Complete. Items needed: \_\_\_\_\_

Submitted to Village Planner on \_\_\_\_\_ Planner Staff Report Completed on \_\_\_\_\_

Plan Commission Meeting Date \_\_\_\_\_

☐ Historic Preservation Approval (if needed) on \_\_\_\_\_

ADDITIONAL REMARKS/CONDITIONS:

\_\_\_\_\_  
Village Staff

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## **PARKING LICENSE AGREEMENT**

This Parking License Agreement ("Agreement") is made by and between Gordie Boucher Ford of Thiensville as agent for Boucher Real Estate, LLC (hereinafter, "Licensor") and Jesse Daily ("Licensee"), the owner of the Cheel restaurant located at 105 S Main St, Thiensville, WI 53092 as of the 31<sup>st</sup> day of August, 2020 ("Effective Date").

### **RECITALS**

A. Licensor is the operator and/or owner of the land associated with the Gordie Boucher Ford of Thiensville automotive dealership which generally located at located at 121 N. Main Street in Thiensville, Wisconsin (hereinafter the "Property").

B. Licensee has requested, and Licensor is willing to grant, a temporary license for parking of passenger automobiles and small trucks after approximately 4:00 PM behind the Licensor's body shop and the Licensor's north remote lot ("Licensed Premises") which is located on the Property, subject however to the limitations, covenants and agreements as set forth in this Agreement.

### **AGREEMENT**

NOW THEREFORE, Licensor and Licensee hereby agree as follows:

1. LICENSE. Licensor licenses to Licensee the right to use the Licensed Premises for parking of Licensee's employee's vehicles which may be a combination of passenger cars and small trucks ("Permitted Vehicles") during the Term of this License (as defined below). This license is subject to municipal and zoning ordinances and recorded covenants, easements and restrictions.

2. TERM. The term ("Term") of this License is for one (1) year and then month-to-month commencing on the Effective Date. The Term of this Agreement shall continue on a month-to-month basis until either party notifies the other in writing of its intention to terminate this Agreement, which effective date of termination shall be the final day of the month immediately following the month in which notice of termination is given.

3. RENT. Rent for this License shall be zero dollars.

4. USE. The Licensed Premises shall be used for parking by Licensee of Permitted Vehicles of employees and for no other use.

5. CONDITION. Licensee acknowledges and agrees that it has examined the Licensed Premises, knows the condition thereof and accepts the same in "AS IS" condition. No representations or warranties as to the condition or repair of the Licensed Premises have been made by Licensor or its agent prior to or at the execution of this License. Licensor shall not be required to repair or maintain the Licensed Premises in any manner whatsoever for Licensee's use, including without limitation, ice control or snow removal from the Licensed Premises. All responsibilities of maintenance, repair, ice control and snow removal and cost thereof during the Term shall be borne solely by Licensee.

6. INSURANCE. Licensee shall, at its own cost and expense, during the Term hereof, carry a policy of commercial general liability insurance naming Licensor, as an additional

insured under a commercial general liability insurance policy insuring against injury to persons or death of persons and damage to property from occurrence in any way related to this Agreement, in an amount not less than \$1,000,000 combined single limit. Such policy shall contain a clause that the insurer will not cancel or change the insurance without first giving Licensor thirty (30) days' prior written notice. The insurance shall be with an insurance company approved by Licensor and a certificate of insurance in form reasonably acceptable to Licensor shall be delivered to Licensor prior to the commencement of the Term and not less than thirty (30) days prior to the expiration of such coverage. Licensee shall be responsible for any and all damage to Licensor's property.

7. **INDEMNIFICATION.** Licensee shall indemnify, defend and hold Licensor harmless against all penalties, claims, demands, liabilities and expenses of whatever nature in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Licensed Premises caused by act, omission or negligence of Licensee or Licensee's employees or any failure by Licensee to perform and observe all of the covenants and agreements contained in this License on Licensee's part to be performed and observed. The foregoing indemnity shall include all costs incurred by Licensor in the event any claims, actions or proceedings are brought against Licensee or Licensor relative to the Licensed Premises, including, but not limited to, attorney fees incurred by Licensor. Licensee's obligations hereunder shall survive the termination of this Agreement.

8. **NO LIABILITY OF LICENSOR.** The use of the Licensed Premises by Licensee and Licensee's employees shall be at their sole risk, and Licensor shall not be responsible or liable to Licensee or anyone claiming through or under Licensee for any loss, damage or injury to any person or property from any cause whatsoever. Licensee acknowledges that Licensor shall not be liable to Licensee for loss or damage to any vehicles or to any personal property located herein due to fire, theft, vandalism, malicious mischief, collision or any other cause, unless caused by the negligent act or omission of Licensor.

9. **ALTERATIONS AND SIGNS.** No alterations shall be made to the Licensed Premises nor shall any signs be installed by Licensee except with the prior written consent of Licensor in Licensor's sole discretion. In the event Licensor consents to any alterations or signs by Licensee, then the same must be made at Licensee's own cost and expense and in a good workmanlike manner in accordance with all laws, ordinances and codes relating thereto, with Licensee first having obtained all required permits, at Licensee's expense.

10. **ENTRY AND INTERFERENCE.** Licensor and its authorized representatives shall have access to the Licensed Premises at all times. Licensee agrees not to interfere with the business that is being operated on the Property.

11. Upon the expiration of the Term, or any earlier termination thereof, Licensee shall cease all usage of the Licensed Area and any other portion of the Property. If Licensee fails to cease usage after the expiration of the Term hereof, or any earlier termination, Licensee shall be deemed a possessor without rights and shall pay to Licensor an amount equal to 200% of the rent payable immediately prior to such holdover. During any such holdover occupancy, Licensee shall be deemed without claim of right, and subject to all other rights and remedies of Licensor and additionally, any and all other costs and expenses incurred by Licensor as a result of such holdover shall be payable by Licensee to Licensor upon demand.

12. **NOTICES.** All notices required or desired to be given hereunder shall be in writing and shall be deemed properly served if: (i) delivered in person; (ii) electronically transmitted; or

(iii) sent by nationally recognized commercial overnight courier to the following addresses, or to such other addresses as either party may subsequently designate, consistent with this notice provision:

IF TO LICENSOR: Gordie Boucher Ford of Thiensville, Inc. and  
Boucher Real Estate, LLC  
Attn: Daniel G. Nienhuis, Esq.  
4141 S. 108<sup>th</sup> Street  
Greenfield, WI 53228  
Telephone: 414-427-4141  
E-mail: daniel.nienhuis@boucher.com

IF TO LICENSEE: Jesse Daily  
*the cheel restaurant*  
105 S Main Street,  
Thiensville, WI 53092

For purposes of this Agreement, all notices shall be deemed received on the date of delivery or transmittal, if personally delivered or electronically transmitted prior to 3 PM recipient's local time on a business day, otherwise on the next regularly occurring business day. Notices sent by nationally recognized commercial overnight courier shall be deemed received on the business day following deposit.

13. MISCELLANEOUS.

a. This Agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin.

b. This Agreement alone contains the entire integrated understanding of the parties. Any prior understanding, whether oral or written, regarding the subject matter of this Agreement shall be deemed merged into this Agreement.

c. This Agreement may only be amended by written instrument signed by both parties.

d. This Agreement shall be binding upon the parties hereto and upon the successors and permitted assigns of such parties.

e. This Agreement may be signed in two or more counterparts, all of which when taken together shall constitute one and the same instrument. The parties agree that signed counterparts of this Agreement transmitted electronically shall be as valid and binding as an original for all purposes.

This Agreement is made as of the Effective Date.

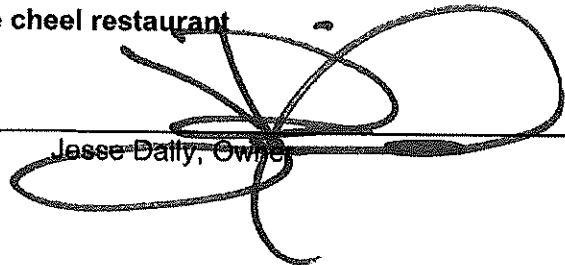
**LICENSOR:**

**Gordie Boucher Ford of Thiensville, Inc.**  
as agent for **Boucher Real Estate, LLC**

By:   
Daniel G. Nienhuis, Secretary and General Counsel

**LICENSEE:**

**the cheel restaurant**

By:   
Jesse Daily, Owner



**CERTIFICATE OF APPROPRIATENESS**  
**APPLICATION FORM FOR PROPERTIES IN THE**  
**THIENSVILLE HISTORIC DISTRICT**

Applicant: Bantz Holdings / Dawn Bantz

Name of Business: Bantz Holdings

Street Address: 175 S. Main St City: Thiensville State: WI Zip: 53092

Home Phone: 262-238-1965 Cell Phone: 262-238-1965 Business Phone: 262-241-1246

Email: dawnbantze@bcglobal.net

Property Owner: Dawn M. Bantz

Mailing Address: 3025 W. MEQUON RD

City: MEQUON State: WI Zip: 53092

Contact Phone Number: 262-238-1965

Description of Project: Addition  
Second story ZBR/ZBata residential living/paint awning

Material, color and impact on existing feature: (INCLUDE COLOR SAMPLES) and photos or sketches and include specifications.

stone/brick/glass panel railings, front deck  
roof top deck + change awning color to black

Proposed Sign(s): Wall ☐ Monument/Ground ☐ Pole ☐ Projecting ☐ Marquee, Awning or Canopy ☐

Sandwich Board ☐ Directional Sign ☐ (Please attach 9 copies of colored sign for HPC including size dimensions, material, and placement of sign)

Signature of Applicant: Dawn M. Bantz Date: 7/30/20  
Print Name: DAWN M. BANTZ

Thiensville Historic Preservation Commission: Project Approved ☐ Project Not Approved ☐

Commission Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Comments/Stipulations from HPC): \_\_\_\_\_

downbant2@sbcglobal.net

262-346-4577  
**SAFEbuilt**

RECEIVED

JUL 30 2020

All new services and upgrades shall be done underground per Ordinance 1995-07.

WI UNIFORM PERMIT APPLICATION

hartfordinspections@safebuilt.com

Inspections need to be called in by 4 pm for next business day inspections.

PERMIT NO. \_\_\_\_\_  
TAXKEY# \_\_\_\_\_

ISSUING MUNICIPALITY  
☐ TOWN ☒ VILLAGE ☐ CITY  
OF Thiensville  
COUNTY: DAWAKEE

PROJECT LOCATION  
(Building Address)  
175 S. Main St

PROJECT DESCRIPTION  
Residential Upper  
☒ COMMERCIAL ☐ ONE & TWO FAMILY

Owner's Name Bantz Holdings  
Construction Contractor (DC Lic No.) Dawn Bantz  
Dwelling Contractor Qualifier (DCQ Lic No.) \_\_\_\_\_

Mailing Address - Include City & Zip  
175 S. Main St Thrl WI 53186  
3025 W. MEDWON RD MEDWON WI 53186

Telephone - Include Area Code  
262-238-1968  
262-238-1968

Plumbing Contractor (Lic No.) \_\_\_\_\_  
Electrical Contractor (Lic No.) \_\_\_\_\_  
HVAC Contractor (Lic No.) \_\_\_\_\_

Mailing Address - Include City & Zip  
Mailing Address - Include City & Zip  
Mailing Address - Include City & Zip

Telephone - Include Area Code  
Telephone - Include Area Code  
Telephone - Include Area Code

PROJECT INFORMATION  
Zoning District \_\_\_\_\_ Lot Area \_\_\_\_\_ Sq. Ft.

Subdivision Name \_\_\_\_\_  
N.S.E.W. \_\_\_\_\_  
Front \_\_\_\_\_ Ft. Rear \_\_\_\_\_ Ft.

Lot No. \_\_\_\_\_ Block No. \_\_\_\_\_  
Left \_\_\_\_\_ Ft. Right \_\_\_\_\_ Ft.

1a. PROJECT  
☐ New ☒ Addition ☐ Raze  
☐ Alteration ☐ Repair ☐ Move  
☐ Other \_\_\_\_\_

3. TYPE  
☒ Single Family  
☐ Two Family  
☐ Multi  
☐ Commercial

6. STORIES  
☐ 1-Story  
☒ 2-Story  
☐ Other \_\_\_\_\_

9. HVAC EQUIPMENT  
☒ Forced Air Furnace  
☐ Radiant Baseboard or Panel  
☐ Heat Pump  
☐ Boiler  
☒ Central Air Conditioning  
☐ Other \_\_\_\_\_

12. ENERGY SOURCE  

| Fuel      | Nat. Gas                 | L.P.                     | Oil                      | Elec. *                  | Solid                    | Solar                    |
|-----------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Space Htg | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Water Htg | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

☐ Dwelling unit will have 3 kilowatt or more installed electric space heater equipment capacity.

1b. GARAGE  
☒ Attached ☐ Detached

4. CONST. TYPE  
☐ Site Constructed  
☐ Mfd. UDC  
☐ Mfd. HUD

7. FOUNDATION  
☒ Concrete  
☒ Masonry  
☐ Treated Wood  
☐ ICF  
☐ Other \_\_\_\_\_

10. PLUMBING  
Sewer \_\_\_\_\_  
☒ Municipal  
☐ Septic No. \_\_\_\_\_

13. HEAT LOSS (Calculated)  
Total \_\_\_\_\_ BTU/HR

2. AREA  
Basement \_\_\_\_\_ Sq. Ft.  
Living Area \_\_\_\_\_ Sq. Ft.  
Garage \_\_\_\_\_ Sq. Ft.  
Other \_\_\_\_\_ Sq. Ft.  
TOTAL \_\_\_\_\_

5. ELECTRICAL  
Entrance Panel Size: \_\_\_\_\_ amp  
Service: ☐ New ☐ Rewire  
Phase \_\_\_\_\_ Volts  
Underground \_\_\_\_\_  
Overhead \_\_\_\_\_  
Power Company: \_\_\_\_\_

8. USE  
☐ Seasonal  
☐ Permanent  
☐ Other \_\_\_\_\_

11. WATER  
☒ Municipal Utility 2"  
☐ Private On-Site Well

14. ESTIMATED COST  
\$ 200,000

I understand that I: am subject to all applicable codes, laws, statutes and ordinances, including those described on the Notice to Permit Applicants form; am subject to any conditions of this permit; understand that the issuance of this permit creates no legal liability, express or implied, on the state or municipality; and certify that all the above information is accurate. If one acre or more of soil will be disturbed, I understand that this project is subject to ch. NR 151 regarding additional erosion control and stormwater management and the owner shall sign the statement on the Notice to Permit Applicants form. I expressly grant the building inspector, or the inspector's authorized agent, permission to enter the premises for which this permit is sought at all reasonable hours and for any proper purpose to inspect the work which is being done.

☒ I vouch that I am or will be an owner-occupant of this dwelling for which I am applying for an erosion control or construction permit without a Dwelling Contractor Certification and have read the cautionary statement regarding contractor responsibility on the Notice to Permit Applicants form.

APPLICANT (PRINT): BANTZ Holdings
SIGN: [Signature]
DATE: 7/30/20

APPROVAL CONDITIONS

This permit is issued pursuant to the attached conditions. Failure to comply may result in suspension or revocation of this permit or other penalty. Owner/Builder solely responsible for compliance with all applicable State & Local Building and Zoning codes.

INSPECTIONS NEEDED

Building ☐ Footing ☐ Foundation ☐ Rough ☐ Insulation ☐ Bsmt. Fl. ☐ Final  
Electric ☐ Rough ☐ Service ☐ Final Plumbing ☐ Rough ☐ Underfloor ☐ Final HVAC ☐ Rough ☐ Final

FEES:  
Building Fee \_\_\_\_\_  
Zoning Fee \_\_\_\_\_  
WI Seal \_\_\_\_\_  
Electric Fee \_\_\_\_\_  
Plumbing Fee \_\_\_\_\_  
HVAC Fee \_\_\_\_\_  
Adm. Fee \_\_\_\_\_  
Other \_\_\_\_\_  
Total \_\_\_\_\_

PERMIT(S) ISSUED  
Bldg. # At top of form \_\_\_\_\_  
Zoning # \_\_\_\_\_  
Elec. # \_\_\_\_\_  
Plmb. # \_\_\_\_\_  
HVAC # \_\_\_\_\_

SEAL NO. \_\_\_\_\_ Municipality No. \_\_\_\_\_

RECEIPT  
CK # \_\_\_\_\_  
Amount \$ \_\_\_\_\_  
Date \_\_\_\_\_  
From \_\_\_\_\_  
Rec By. \_\_\_\_\_

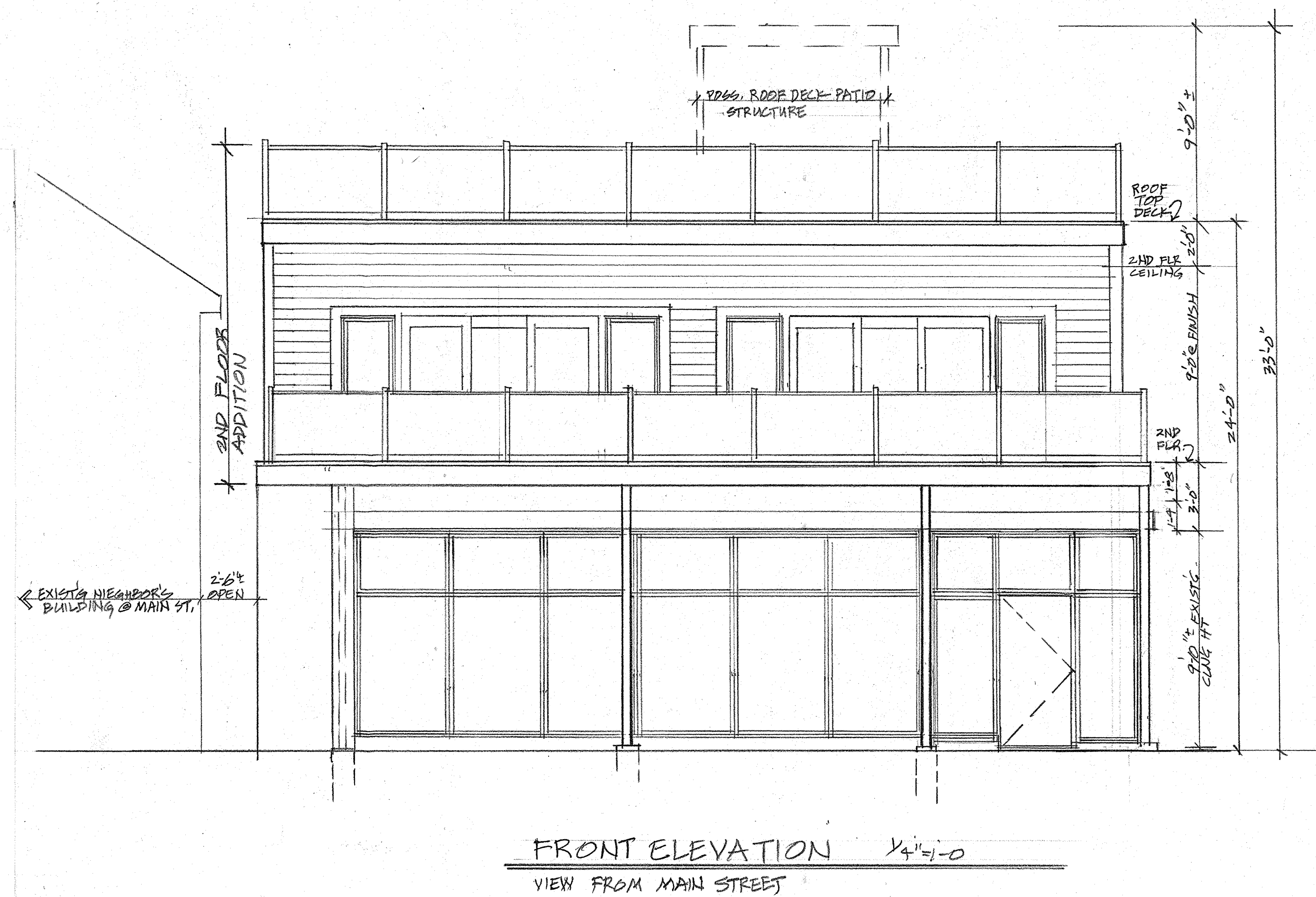
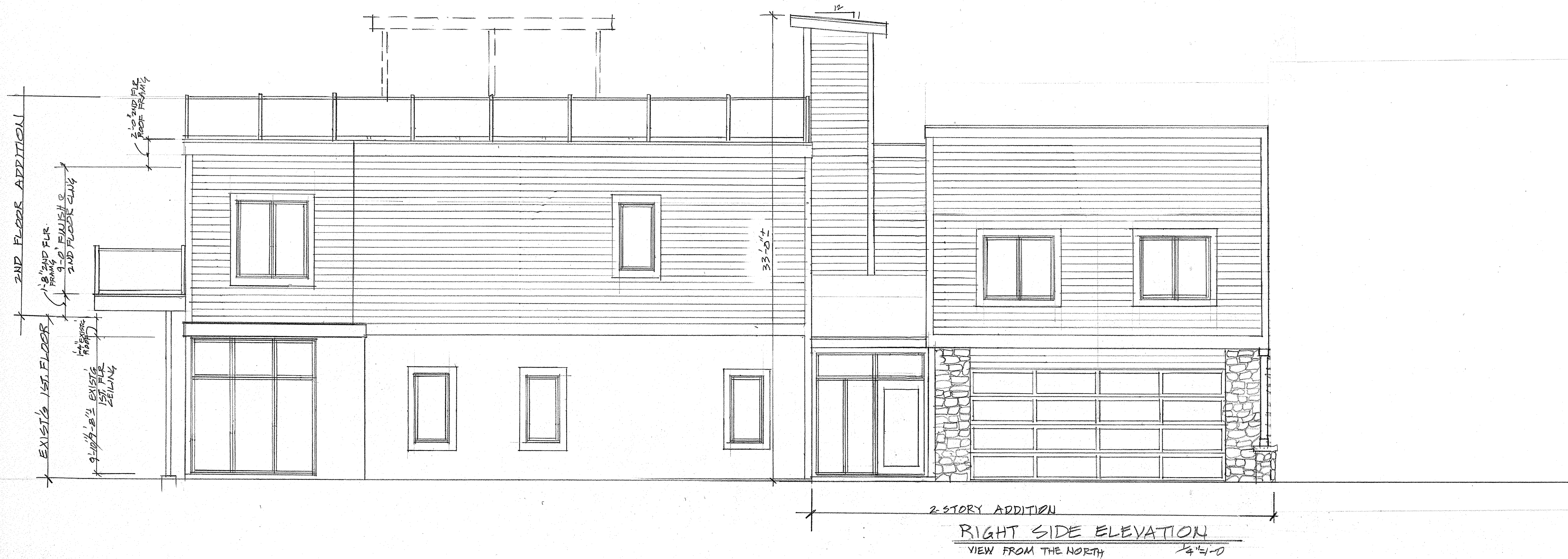
PERMIT EXPIRATION:  
Permit expires two years from date issued unless municipal ordinance is more restrictive.

PERMIT ISSUED BY MUNICIPAL AGENT:  
Name \_\_\_\_\_  
Date \_\_\_\_\_  
Certification No. \_\_\_\_\_

White - Municipal Files  
Wisconsin Uniform 05/16

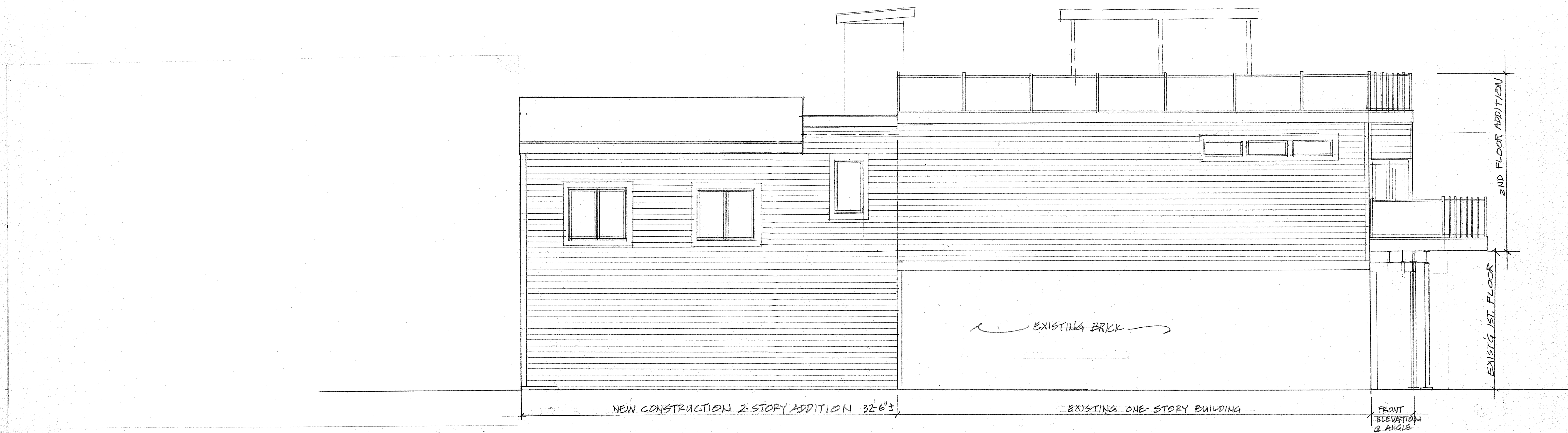
Yellow - Applicant

Pink - Clerk/Assessor



OWNER  
**DAWN BANTZ**  
 DAWN'S CELL: 262-238-1965  
 EMAIL:  
 DAWN.BANTZ@SBGLOBAL.COM

A & E GRAPHICS 262-781-7744  
 4075 N 124 ST BROOKFIELD  
 EMAIL: AEGRAPHICS@AEGRAPHICS.COM

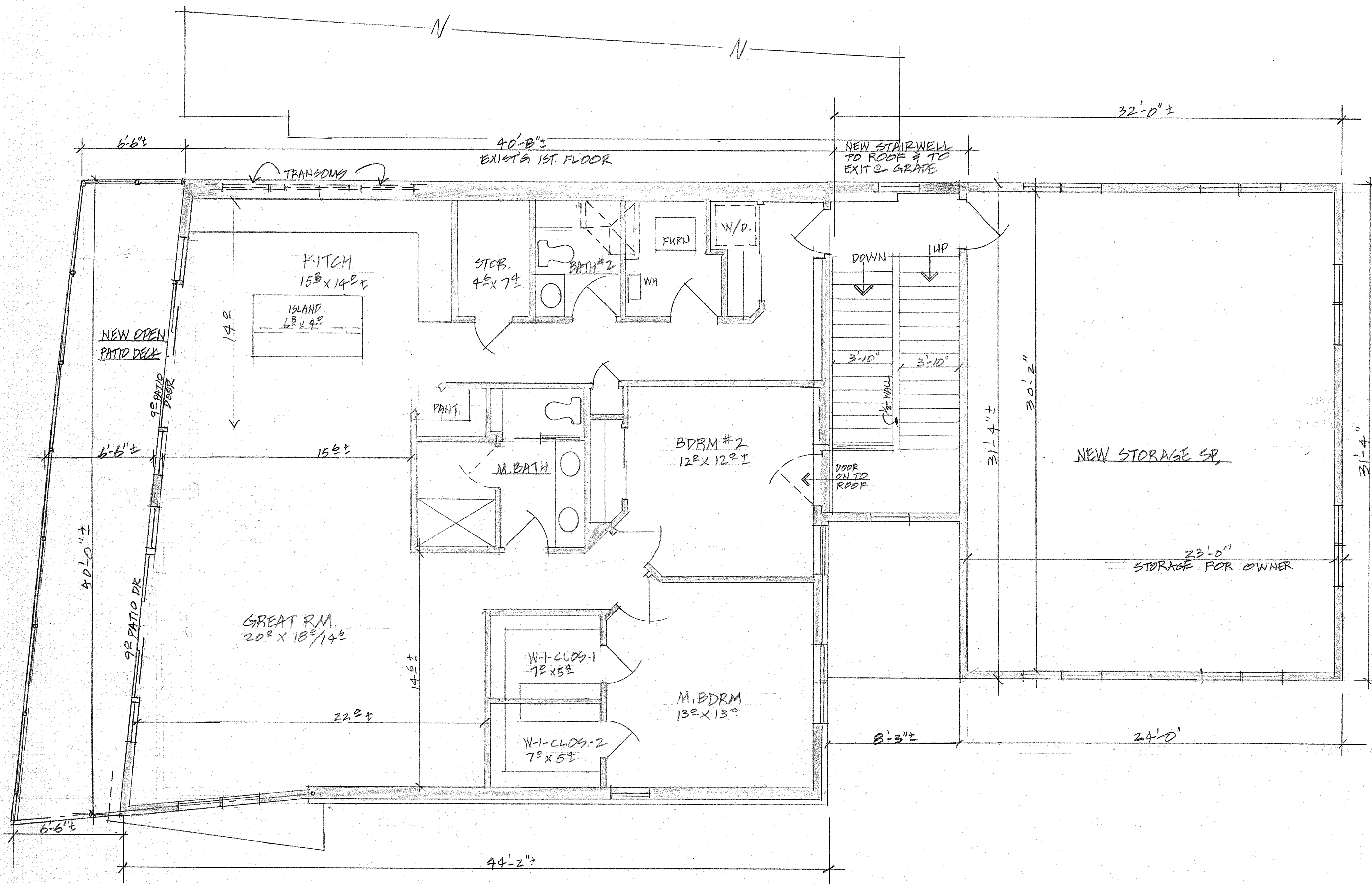


LEFT SIDE ELEVATION 1/4"=1'-0"  
VIEWED FROM THE SOUTH



REAR ELEVATION 1/4"=1'-0"  
VIEWED FROM THE WEST

16'-0" EASEMENT

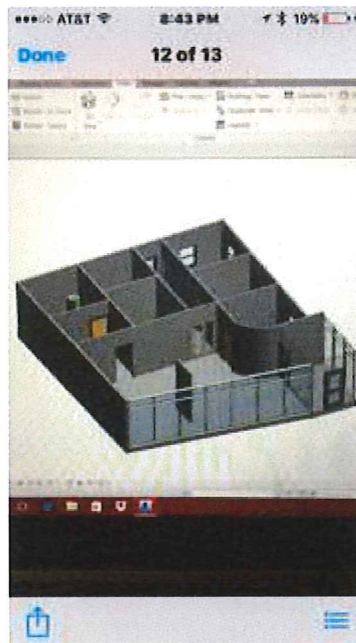


NEW RESIDENTIAL ADDITION PLAN  
1,600 sq. ft. 1/4"=1'-0"  
NOTE: FLOOR PLAN LAYOUT TO  
POSS. BE REVISED

SECOND FLOOR PLAN 1/4"=1'-0"



# EXISTING FLOOR PLAN



## NORTHEAST CORNER



NORTH SIDE



EAST SIDE



## STREET VIEW



WEST SIDE

