



VILLAGE OF THIENSVILLE
Plan Commission
AGENDA

DATE: Tuesday, October 10, 2023

LOCATION: 250 Elm Street, Thiensville, WI
PUBLIC HEARING

TIME: 6:00 PM

I. CALL TO ORDER

II. ROLL CALL

CHAIRMAN: VAN MOBLEY
COMMISSIONERS: VACANT
RICK GATTONI
JEFF HERSHBERGER
REBECCA HOLYOKE-ODEJA
KEN KUCHARSKI
JOE NELSON
PLANNER: JON CENSKY
DIRECTOR OF ANDY LAFOND
COMMUNITY
SERVICES/PUBLIC
WORKS:

III. CITIZENS TO BE HEARD

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

IV. PUBLIC HEARING - THE APPLICANT, QUARRY DEVELOPMENT LLC, 601 NORTH MAIN STREET, WILLIAM CONLEY, IS SEEING AN EXTENSION OF THE CONDITIONAL USE PERMIT FOR A TEMPORARY LUMBER YARD OPERATION AT 601 NORTH MAIN STREET

A. Motion to Open Public Hearing

1. Applications and reports related to this public hearing can be found under V. Business Item B in this agenda.

B. Director of Community Services/Public Works Andy LaFond to Read and Explain Notice

C. Comments from Anyone Present Requesting To Be Heard

D. Director of Community Services/Public Works Andy LaFond to Read Any Correspondence Received Related to the Request

E. Motion to Close Public Hearing

V. BUSINESS

A. Approval of Minutes

1. September 12, 2023 (att)

B. Review and Action regarding Extension of Conditional Use Application, Quarry Development LLC, 601 North Main Street, William Conley, for a Temporary Lumberyard Operation (att)

C. Review and Action regarding Facade Upgrade and Site Plan Approval for an Auto Body Shop at 201-207 South Main Street, Boucher Real Estate LLC (att)

D. Review and action regarding 4-Unit Rental Property, 500 Lake Bluff Road, Lisa-Marie Klooster (att)

E. Review and Action regarding Sign Application and Sign Code Waiver for Size and Electronic Messaging, 246 S. Main Street, Village BP (att)

F. Review and action regarding Shed, Tony and Sarah Johnson, 315 E. Freistadt Road (att)

VI. STAFF REPORT

A. Staff Report (att)

VII. ADJOURNMENT

Colleen Landisch-Hansen, Village Clerk

October 5, 2023

Please advise the Thiensville Municipal Hall, 250 Elm Street (262-242-3720) at least 24 hours prior to the start of this meeting if you have disabilities and desire special accommodations.



VILLAGE OF THIENSVILLE
Plan Commission
MINUTES

DATE: Tuesday, September 12, 2023

LOCATION: 250 Elm Street, Thiensville, WI

TIME: 6:00 PM

I. CALL TO ORDER

Chair Mobley called the meeting to order at 6:01 PM.

II. ROLL CALL

CHAIRMAN:	VAN MOBLEY
COMMISSIONERS:	VACANT
	RICK GATTONI
	JEFF HERSHBERGER
	REBECCA HOLYOKE-ODEJA
	KEN KUCHARSKI
	JOE NELSON
PLANNER:	JON CENSKY
DIRECTOR OF	ANDY LAFOND
COMMUNITY	
SERVICES/PUBLIC	
WORKS:	

III. CITIZENS TO BE HEARD

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

There were no citizens to be heard.

IV. BUSINESS

A. Approval of Minutes

1. August 8, 2023 (att)

MOTION by Commissioner Kucharski, **SECONDED** by Commissioner Hershberger to approve the August 8, 2023 Minutes. **MOTION CARRIED UNANIMOUSLY.**

B. Review and action regarding Shed, Meridith Wagner, 326 Riverview Drive (att)

Applicant Meridith Wagner was present. Ms. Wagner has applied for a 10' x 12' shed in the back corner of the property. It will be the same color as the house. Planner Censky noted the proposed shed fully complies with Village Code.

MOTION by Commissioner Kucharski, **SECONDED** by Commissioner Nelson to approve Shed, Meridith Wagner, 326 Riverview Drive. **MOTION CARRIED UNANIMOUSLY.**

C. Review and action regarding Shed, Tony and Sarah Johnson, 315 E. Freistadt Road (att)

The applicant could not be present for medical reasons. The item will be considered at the October meeting.

V. STAFF REPORT

A. August 2023 (att)

Director LaFond discussed the upcoming Committee of the Whole presentation regarding the Thiensville Crossing Tax Incremental Finance District on September 25, 2023.

Staff-approved projects include two signs for Restoration Church, 106 E. Freistadt Road and a fence at 322 Woodside Lane. Certified letters were mailed to 427 Madero Drive, 237 Woodside Lane and 220 Madero Drive regarding bushes obstructing visibility for traffic; and 304 Bel Aire Drive for tall grass and noxious weeds. Police contact included: 421 Bel Aire Drive regarding the burning of yard waste; property maintenance issues at 232 E. Alta Loma Circle; a sign removed from the right-of-way in the 100 block of South Main Street; 330 Grand Avenue regarding burning materials; and 410 Green Bay Road for barking dogs.

Director LaFond noted that a President's Edition email newsletter recently provided an outline of Village Code related to property maintenance. The Village intends to be more aggressive with code enforcement. Follow-up requires more staff time than it used to. Director LaFond noted there has been little response to a mailing to businesses regarding the new ordinance regulating feather banners and A-frame signs. Commissioner Kucharski noted the ordinance

needs to be enforced. Commissioner Gattoni added that the Plan Commission put a lot of time into developing the ordinance regulating feather banners and A-frame signs and that the new rules need to be enforced. Director LaFond noted that it requires time to enforce the ordinance. President Mobley noted that enforcement of ordinances related to property maintenance helps keep the Village attractive.

VI. ADJOURNMENT

MOTION by Commissioner Gattoni, **SECONDED** by Commissioner Holyoke-Odeja to adjourn the meeting at 6:27 PM. **MOTION CARRIED UNANIMOUSLY.**

Submitted by,

Gary Achterberg
Administrative Assistant

Signed by,

Andy LaFond
Director of Community Services/Public Works



Village of Thiensville

250 Elm Street
Thiensville, WI 53092
(262) 242-3720
Fax: (262) 242-4743

DEVELOPMENT APPLICATION FORM

(Required to be submitted for all zoning related applications – see attached list)

Project Name: Stagecoach Lumber Date: 9/1/2023
Submittal deadline for next Plan Commission meeting: _____

In order for applications to be processed, all required information drawings, application signatures, and fees must be submitted at the time of application. The Village Administrator reserves the right to deny any application that is incomplete or that is not accompanied by the required documents and plans.

Property Information:

Tax key Number(s) _____
Property Address: 601 N. Main St.
Current Zoning: B-3 Proposed Zoning: B-3
Present Use: vacant / millroad Proposed Use: lumberyard

APPLICANT If the applicant is not the owner of record, all owner(s) of record sign the application must submit a signed letter of authorization along with the application.

Name: Quarry Development, LLC.
Address: 177 Green Bay Rd.
City: Thiensville State: WI Zipcode: 53092

CONTACT PERSON FOR THE PROJECT

Name: Bill Conley
Company: _____
Address: 177 Green Bay Rd.
City: Thiensville State: WI Zipcode: 53092
Phone: 262 894-4353 Fax: _____
E-mail address: bapersmail@yahoo.com

By the execution of this Application, the Owner(s) authorizes the Village of Thiensville or its agents, to enter upon the property between 7:00 a.m. and 7:00 p.m. daily for the purposes of inspection. Owner(s) grants this authorization even if Owner(s) has/have posted this property against trespassing pursuant to §943.13 Wis Stats.

Applicant and Owner hereby certify that they have read and understand all the information in this form.

Applicant: William Conley Date: 9-4-23
Owner: Quarry Development, LLC Date: _____
Owner: _____ Date: _____

(if more than two owners of record, please submit a letter of authorization signed by the remaining owners of record. That letter will also serve as certification that all owners have read and understand the information in this form.)



Conditional Use application/extension

We are requesting a reasonable extension of the conditional use granted on 601 N. Main Street parcel in order to complete the sawing and joining necessary for our Timber frame building project.

Having accomplished 80% of the timber cutting and fabricating necessary for our construction project it would be a major setback should we be required to relocate, at this juncture. Thus, we are asking for a short (to be determined) extension of time to finish the effort.

The timeframe set for our work unrealistically began the day of our meeting (Mar 21st) and the timber framing expert wasn't to arrive until almost 60 days later. Additionally, there was quite a learning curve to the new sawmilling machine as well as techniques that must be learned and implemented cutting and shaping the hundreds of timbers needed. As you might know, a week-long battle with Covid together with a mechanical issue set us back some, as well.

It is our intention to complete our work in Thiensville as quickly as possible as efficiencies have been learned and the number of logs are dwindling. An interruption of our efforts here would significantly delay erecting the building likely until later spring of next year. This would indeed be a hardship for us in this project.

If more information or a conversation would be helpful please contact me via phone (262) 894-4353 or email at bcpersmail@yahoo.com.

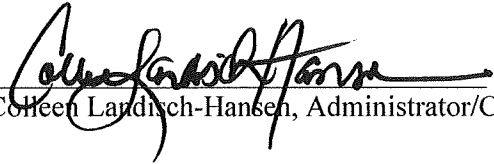
VILLAGE OF THIENSVILLE
OFFICIAL PUBLIC NOTICE
OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that a Public Hearing will be held by the Plan Commission of the Village of Thiensville that will meet on Tuesday, October 10, 2023, at 6:00 PM at the Village of Thiensville Municipal Building, Board Room, 250 Elm Street, Thiensville, Wisconsin, to consider a Conditional Use Permit applied for by Quarry Development, LLC, 601 for North Main Street , 0886291 PRT LOT 7 BLK 2 COMM 737 FT W & 453 FT SE OF NE COR NE SE TH SE ALG C/L RD 272 FT W 395 FT NW ALG E/L ROW 375 FT NE 245 FT SE 222 FT NE 145 FT POB ASSESSOR'S PLAT for the Temporary Use as a Lumberyard and Sawmill.

Said Conditional Use shall be considered pursuant to Chapter 17.1205 of the Village Zoning Code.

Published: September 26, 2023
October 3, 2023

Village of Thiensville Plan Commission


Colleen Landisch-Hansen, Administrator/Clerk

QUARRY DEVELOPMENT LLC TEMPORARY LUMBERYARD

To: Thiensville Plan Commission

By: Jon Censky, Village Planner

Agenda Item:

Date: March 21, 2023

General Information

Applicant:

Quarry Development LLC, William Conley

Status of Applicant:

Owner

Location:

601 N. Main Street

Requested Action:

Temporary Lumberyard Operation

Existing Zoning:

B-4 Highway Business District

Lot Size:

2.756 Acres

Existing Land Use:

Vacant

Report:

The applicant is requesting approval to operate a lumberyard on the vacant (former bowling alley) site. This use will include the storage, sawing, and fabrication wood material over the course of 3 – 5 months. Staff notes that lumber yards are listed as a permitted conditional in the B-4 District.

While Mr. Conley’s request is for a lumberyard, the only piece of equipment that will be provided is a portable saw and therefore, the question that needs to be answered is, is this a sawmill or a lumberyard. Staff notes that **Section 17.0204 D. of the Zoning Code states: Uses not specified in this ordinance and which are found to be similar in character to principal uses permitted in the district may be permitted by the Plan Commission.** Therefore, Commissioners will need to make a determination that sawmills and lumberyards are similar in character. Wikipedia defines lumberyards as **“a location where lumber and wood-related products used in construction and/or home improvement projects are processed or stored and some of these may also provide services such as planers, saws and other larger machines”**. According to this definition, these two uses seem interchangeable.

According to his information, Mr. Conley will be installing a portable 20’ long saw for the purpose of sawing timber into lumber. In order to make use of the existing onsite asphalt surface, the saw is proposed to be located in the southwest quadrant of the site with the log storage/staging area at the southeast corner fronting on Main Street. North of the sawing area and directly behind the two adjacent Main Street residential structures, the applicant proposes to erect an 18’ X 30’ shelter for fabrication work. This use is expected to be in operation for 3-5 months with their hours to be 8:00 am to 5:30 pm.

Staff Comments:

Staff notes that according to State Law, "Conditional Use" means a use permitted by conditional use permit. If an applicant meets or agrees to meet all requirements and conditions imposed, this Commission shall grant the conditional use permit. To deny such a request, substantial evidence must be presented. "Substantial evidence" means facts and information, other than merely personal preferences or speculation, directly pertaining to the requirements and conditions an applicant must meet.

Staff recommends the sawmill and log storage area be located as far back on the site away from adjacent residences and Main Street and that the applicant agrees to the conditions listed in the attached conditional use permit.

Receipt 63125
2/9/23 \$1000-



Village of Thiensville

250 Elm Street
Thiensville, WI 53092
(262) 242-3720
Fax: (262) 242-4743

DEVELOPMENT APPLICATION FORM

(Required to be submitted for all zoning related applications – see attached list)

Project Name: Stagecoach Lumber Date: Feb 9, 2023

Submittal deadline for next Plan Commission meeting: _____

In order for applications to be processed, all required information drawings, application signatures, and fees must be submitted at the time of application. The Village Administrator reserves the right to deny any application that is incomplete or that is not accompanied by the required documents and plans.

Property Information:

Tax key Number(s) _____

Property Address 601 N. MAIN ST.

Current Zoning: B-3 Proposed Zoning: B-3

Present Use: VACANT Proposed Use: Lumber yard

APPLICANT If the applicant is not the owner of record, all owner(s) of record sign the application must submit a signed letter of authorization along with the application.

Name: Quarry Development, LLC

Address: 177 GREEN BAY RD

City THIENSVILLE State WI Zipcode 53092

CONTACT PERSON FOR THE PROJECT

Name: BILL CONLEY

Company: _____

Address: 177 GREEN BAY RD

City THIENSVILLE State WI Zipcode 53092

Phone: (262) 894-4353 Fax: _____

E-mail address: bcpersmail@yahoo.com

By the execution of this Application, the Owner(s) authorizes the Village of Thiensville or its agents, to enter upon the property between 7:00 a.m. and 7:00 p.m. daily for the purposes of inspection. Owner(s) grants this authorization even if Owner(s) has/have posted this property against trespassing pursuant to §943.13 Wis Stats.

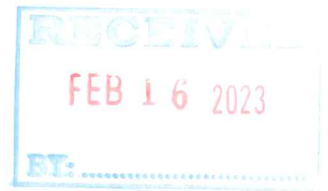
Applicant and Owner hereby certify that they have read and understand all the Information in this form.

Applicant: William Conley Date: 2-9-23

Owner: Quarry Development, LLC Date: 2-9-23

Owner: _____ Date: _____

(If more than two owners of record, please submit a letter of authorization signed by the remaining owners of record. That letter will also serve as certification that all owners have read and understand the information in this form.)



Village of Thiensville

601 N. Main - Application for "conditional use" - Lumber Yard

Creation of a lumber yard on a temporary / trial basis.

Several loads of logs delivered and stored on site to be fabricated over the course of 3- 5 months.

Staging an approx. 20' portable sawmill for the purpose of sawing timbers / boards

Additionally we will perform some hand tool moderations, adaptations to the timbers for later assembly. Want to erect a temporary shelter (approx 18' X 30') for this fabrication work.

Timbers to be used for local project(s)

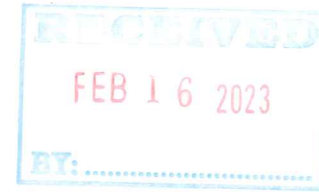
Anticipated hours 8:00 am to 5:30pm

Advantages / Benefits

- * Give use / purpose to a long vacant site.
- * Unusual attraction - creating interest in the site.
- * Create a conversation about other potential downtown enterprises.
- * Measure the appetite for different downtown ventures.
- * A venture that is unique and different to the area.
- * Perhaps attract other artisans and entrepreneurs to the area.
- * Learning experience for an occasioned visitor.

If more information or conversation would be helpful please reach out to me via phone or email at : Bill Conley @ cell (262) 894-4353 / bcpersmail@yahoo.com

NORTH



Proposal for Conditional Use

We will be using the lot for staging logs and milling using a small portable sawmill. The lumber will then be finished by hand.

Duration:
Milling-Mid March through June

Staging/Finishing- Mid March through September

Scale: 1"=10'

RANGE LINE DESIGN

N55W6079 Portland Rd
Cedarburg, WI 53012
262.343.0911
rangeline.design

CLIENT
Cedarburg Hospitality LLC
W61N520 Washington Ave
Cedarburg, WI 53012

ISSUE
02.13.2023
RE-ISSUE
MM.DD.YY

PROJECT
Stagecoach Inn
Gathering Space

DRAWN BY
Dan Wolf
DESCRIPTION
Site Use

A1.01

CONDITIONAL USE GRANT

To permit the temporary use of a "lumberyard".

Before the Planning Commission of the Village of
Thiensville, Ozaukee County, Wisconsin, in regard
To Premises located at 601 Main Street
in The Village of Thiensville, Ozaukee County, State of
Wisconsin, and further defined as follows:

Tax Parcel # 12-050-02-07-001

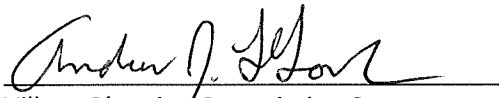
0886291 PRT LOT 7 BLK 2 COMM 737 FT W & 453 FT SE OF NE COR NE SE TH SE ALG C/L RD 272 FT
W 395 FT NW ALG E/L ROW 375 FT NE 245 FT SE 222 FT NE 145 FT POB ASSESSOR'S PLAT

WHEREAS, the Zoning Code and Zoning District Map of the Village of Thiensville, pursuant to State Statutes, provide that the premises may not be used of right for purposes hereinafter described but that, upon petition, such use may be approved by the Village as a Conditional Use Grant in particular circumstances as defined by the standards in the Zoning Ordinances; and

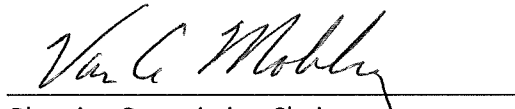
Petition therefore having been made, and public hearing held thereon, and the Planning Commission of the Village of Thiensville having determined that by reason of the particular nature, character, and circumstances of the proposed use, grant of such use upon the terms and conditions hereinafter prescribed would be consistent with the requirements of the Zoning Ordinance.

Now, therefore, IT IS GRANTED, subject to compliance with the terms and conditions hereinafter state that the Premises may be used for the purpose of a temporary "lumberyard".

GRANTED by action of the Planning Commission of The Village of Thiensville this 21 day of March, 2023.



Village Planning Commission Secretary
Andy LaFond, Director of Community Services



Planning Commission Chairperson
Van Mobley, Village President

Original filed at the Thiensville Village Hall.

The **GENERAL CONDITIONS** of this Grant are:

- a. This grant shall become effective upon the execution and recording by the owners of the Premises of an acceptance hereof in such form as to constitute an effective covenant that shall run with the land subject to the provisions contained herein.

- b. This grant shall be void unless, pursuant to the building and Zoning Codes of the Village, the approved use is commenced or the building permit is obtained within twelve (12) months of the date of the Planning Commission approval noted above.
- c. This grant is subject to amendment and termination in accordance with the provision of the Zoning Code of the Village.
- d. Construction and operation of the use granted shall be in strict conformity to the approved site, building, and operations plans filed in connection with the Petition for this Grant, and exhibited hereto.
- e. Construction and operation of the use granted shall be subject to full compliance with any other applicable rules/laws as set forth by any other governmental or quasi-governmental departments/entities with jurisdiction over this site, construction and/or operation such as, but not necessarily limited to, the Village's Building Inspections, Public Works, Police and Fire Departments, Ozaukee County, Wisconsin DNR, the State of Wisconsin, ... and similar.
- f. Any of the conditions of this Grant which would normally be the responsibility of tenants of the premises shall be made a part of their lease by the Owner, which lease shall contain provisions for posting of the pertinent conditions to notify employees thereof.
- g. This Grant shall automatically be null and void if this use is discontinued for a period of twelve (12) months.
- h. Failure to allow reasonable and routine inspections of the property constitutes grounds for revocation of the Conditional Use Grant.
- i. **Conditions on the Use/Operations:**
 - 1. The permitted period of time for this use shall be 3/21/2023 to 8/21/2023.
 - 2. The permitted days/hours of operation of this use shall be limited to Monday thru Friday only from 8:00am to 5:30pm.
 - 3. There is no new site lighting permitted in association with this use;
 - 4. Any substantiated material adverse impacts upon surrounding properties or the Village generally resulting from this use (including, though not necessarily limited, to noise, dust, loitering, public safety, illegal activity, shall be the responsibility of the owner/applicant to correct timely upon notice from the Village and failure to do so may result in revocation of this conditional use grant or portions thereof.
 - 5. No new signage is requested or approved as a part of this CUG. Any future signage shall be subject to review under the Village Sign Code prior to placement at the site.
- j. **Conditions on the Existing Site and Structures:**
 - a. All activity shall cease and all machinery, equipment, logs, lumber and any other material associated with the lumberyard operation shall be removed and the site cleaned-up to reflect pre-lumberyard conditions, on or before 8/21/2023.
- k. **Other:** None.



VILLAGE OF THIENSVILLE
Plan Commission
MINUTES

DATE: Tuesday, March 21, 2023

LOCATION: 250 Elm Street, Thiensville, WI

PUBLIC HEARING

TIME: 6:00 PM

I. CALL TO ORDER

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

II. ROLL CALL

CHAIRMAN:	VAN MOBLEY
COMMISSIONERS:	DOUGLAS CHIMENTI
	MIKE DYER (EXCUSED)
	RICK GATTONI (EXCUSED)
	CAROL GENGLER
	JEFF HERSHBERGER
	KEN KUCHARSKI
PLANNER:	JON CENSKY
DIRECTOR OF	ANDY LAFOND
COMMUNITY	
SERVICES/PUBLIC	
WORKS:	

III. CITIZENS TO BE HEARD

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

There was no communication received or citizens present to be heard.

IV. PUBLIC HEARING - THE APPLICANT, QUARRY DEVELOPMENT LLC, 601 NORTH

MAIN STREET, WILLIAM CONLEY, IS SEEKING A CONDITIONAL USE PERMIT FOR A TEMPORARY LUMBER YARD OPERATION AT 601 NORTH MAIN STREET

A. Motion To Open Public Hearing

1. Applications and reports related to this public hearing can be found under V. Business items B. and C. in this agenda.

MOTION by Commissioner Kucharski, **SECONDED** by Commissioner Chimenti to open public hearing. **MOTION CARRIED UNANIMOUSLY.**

B. Director Of Community Services/Public Works Andy LaFond To Read And Explain Notice

Director LaFond read the Notice of Public Hearing related to an application for a Conditional Use Permit application from Quarry Development, LLC, 601 N. Main Street, for temporary use as a lumberyard and sawmill. Notice was mailed to the 68 property owners within 300 feet of the property lines. A legal notice was published in the News Graphic on March 7, 2023 and March 14, 2023. The notice was posted on the community bulletin boards at Village Hall and the Thiensville Post Office.

C. Comments From Anyone Present Requesting To Be Heard

Una Hull-Smith, 609 North Main Street, lives nearby. Much of the concern that has been voiced is unwarranted. The property owner's application should be approved. Ms. Hull-Smith has discussed Mr. Conley's plans with him. It is a temporary use.

Kathy Kirst, 608 Laurel Lake Road Unit 3, has concerns about the plans. It is unclear what the operation will entail and how long it will continue. Ms. Kirst has concerns about noise, dust and hours of operation. Ms. Kirst is neutral, but wants to know more about the plans.

Bill Conley, the property owner, noted that information disseminated over the past few days includes innuendos, exaggerations and untruths. Mr. Conley is building a historic timber-frame building in Cedarburg. Plans call for milling, sawing and carving the wood for the project on his property at 601 North Main Street. The saw slides on a track and is the size of a zero-turn lawnmower. Mr. Conley and his partners want to be responsive and decent neighbors.

Ms. Kirst noted that, based on Mr. Conley's presentation, there is no objection to the project.

Steve Pohle, 621 North Main Street, lives adjacent to the property. Mr. Conley has always been a good neighbor and has kept his word. The application should be approved.

Andrew Ticcioni, 105 Kieker Road, applauded the project and voiced support for its approval.

D. Director Of Community Services/Public Works Andy LaFond To Read Any Correspondence Received Related To The Request

Director LaFond noted one letter and three emails were received.

Bonnie, Ray and Amanda Heintskill, 307 Bel Aire Drive, asked in a letter why residents were not notified in a timely manner. Concerns include noise, vibration, heavy trucks causing street damage, disturbance to residents and sawdust.

Laura Debbink voiced concern in an email about noise, traffic and dust.

Kathleen Regan, 157 Linden Lane Unit 5, voiced concern in an email about truck damage to roads, noise, vibrations and interference with other events in the Village.

John Cerk, 619 North Main Street, is concerned about noise and sawdust and opposes a sawmill at the site.

E. Motion To Close Public Hearing

MOTION by Commissioner Chimenti, **SECONDED** by Commissioner Gengler to close the Public Hearing. **MOTION CARRIED UNANIMOUSLY.**

V. BUSINESS

A. Approval of Minutes

1. January 10, 2023 (att)

MOTION by Commissioner Gengler, **SECONDED** by Commissioner Chimenti to approve the January 10, 2023 Minutes. **MOTION CARRIED UNANIMOUSLY.**

B. Review and Action regarding making a determination pursuant to Zoning Code 17.0204(D) that sawmills and lumberyards are similar in character (att)

Director LaFond noted that Commissioners received a map of the area. The property and surrounding properties on North Main Street are zoned B-4 Highway District. Village Code allows lumberyards and a conditional use in the B-4 district. Planner Censky noted Commissioners are being asked to determine if a sawmill is similar to a lumberyard. Planner Censky's opinion is a lumberyard and sawmill are interchangeable. Trustee Kucharski noted that concerns raised by residents have been addressed. Trustee Kucharski voiced support as a temporary conditional use and added there should be a specific end date specified. Planner Censky noted the conditional use permit would be valid from the date of approval through August 21, 2023. The site must be returned to its former condition. Hours of allowed operation are 8:00 AM to 5:30 PM, Monday through Friday.

MOTION by Commissioner Chimenti, **SECONDED** by Commissioner Kucharski to make a determination pursuant to Zoning Code 17.0204(D) that sawmills and lumberyards are similar in character. **MOTION CARRIED UNANIMOUSLY.**

C. Review and Action regarding Conditional Use Application, Quarry Development LLC, 601 North Main Street, William Conley For a Temporary Lumberyard Operation (att)

MOTION by Commissioner Chimenti, **SECONDED** by Commissioner Kucharski to approve Conditional Use Application, Quarry Development LLC, 601 North Main Street, William Conley, for a Temporary Lumberyard Operation. **MOTION CARRIED UNANIMOUSLY.**

D. Review and Action regarding Gazebo, 317 Crescent Lane, Tom and Yvonne Eynon (att)

Applicants Tom and Yvonne Eynon, 317 Crescent Lane, were present. Yvonne Eynon noted they have had a gazebo in their backyard for approximately the last 20 years and want to replace it. It will be in the same location on a concrete patio.

MOTION by Commissioner Gengler, **SECONDED** by Commissioner Kucharski to approve Gazebo, 317 Crescent Lane, Tom and Yvonne Eynon. **MOTION CARRIED UNANIMOUSLY.**

E. Review and Action regarding Shed, 410 Crescent Lane, Dennis F. Pecus (att)

Applicant Dennis Pecus, 410 Crescent Lane, proposes an 8' x 13' backyard shed to store woodworking equipment, a lawnmower, a snowblower and tools. It will match the color of the house.

MOTION by Commissioner Kucharski, **SECONDED** by Commissioner Gengler to approve Shed, 410 Crescent Lane, Dennis F. Pecus. **MOTION CARRIED UNANIMOUSLY.**

F. Review and Action regarding Single-Family Home Construction, 636 Green Bay Road, Mikkelson Builders, Cameron Mikkelson (att)

Fred Dahms of Mikkelson Builders was present to discuss plans to build a home on a vacant lot at 636 Green Bay Road. Planner Censky reported that the project plans comply with Village Code. Director LaFond noted the lot is 0.6 acre. Mr. Dahms added the home will be approximately 2,800 square feet.

MOTION by Commissioner Gengler, **SECONDED** by Commissioner Chimenti to approve Single-Family Home Construction, 636 Green Bay Road, Mikkelson Builders, Cameron Mikkelson. **MOTION CARRIED UNANIMOUSLY.**

G. Review and Recommendation to the Village Board to Amend the Sign Code to Regulate Feather and Flag Banners (att)

Director LaFond noted the Sign Code revisions reflect changes discussed at the last meeting.

The proposed Ordinance change covers both A-frame signs and feather banners. Business owners will be permitted to have one or the other at the same time with an annual permit. Commissioners agreed to strike a requirement from the proposed Ordinance that A-frame signs must be framed around the edges and that A-frame signs include the business name or logo.

MOTION by Commissioner Chimenti, **SECONDED** by Commissioner Gengler to Recommend to the Village Board to Amend the Sign Code to Regulate Feather and Flag Banners. **MOTION CARRIED UNANIMOUSLY.**

VI. STAFF REPORT

A. Staff Report (att)

Director LaFond noted staff approved fence applications for 250 Green Bay Road and 328 Washington Court. Code Compliance included a tenant complaint at 611 North Main Street, a complaint about storage at 120 North Main Street, abandoned vehicles at 239 North Main Street and an overflowing dumpster at 217 Vernon Avenue. Police reported a boat and trailer in a driveway at 200 Madero Drive; signs in the right of way at 105 West Freistadt Road and the 200 block of North Main Street; rubbish in the road at 340 Crescent Lane; unregistered vehicles at 223 Green Bay Road and 225 Green Bay Road; and snow on the sidewalk at 192 Green Bay Road, 215 North Main Street, 525-A North Main Street, 206 Elm Street, 101 Ellenbecker Road and 206 Elm Street.

VII. ADJOURNMENT

MOTION by Commissioner Kucharski, **SECONDED** by Commissioner Chimenti to adjourn the meeting at 7:10 PM. **MOTION CARRIED UNANIMOUSLY.**

Submitted by,

Gary Achterberg
Administrative Assistant

Signed by,

Andy LaFond
Director of Community Services/Public Works

GORDIE BOUCHER SITE & ARCHITECTURE

To: Village Plan Commission

Prepared by: Jon Censky, Village Planner

Date: October 10, 2023

Applicant:

Gordie Boucher

Status of Applicant:

Owner

Location:

201 – 207 S. Main Street

Requested Action:

Site & Architectural approval

Existing Zoning:

B-4 Highway Business District

Report:

The applicant is proposing to use the former Tire and Automobile service center at 201-207 South Main Street for their new body shop. As part of that proposal, they are requesting approval to upgrade the look of the building. Staff notes that the B-4 Highway Business District lists **Automotive, aircraft and marine sales and service** use as permitted by right.

With this request, they have agreed to enter into a franchise agreement with the Village to provide curb and gutter within the public road right-of-way along the Spring Street frontage and to provide public parking for 5 vehicles. The existing parking lot and traffic circulation area will be seal coated, stalls striped, and the area redefined to show 22 parking stalls.

Architecturally, they will be removing the existing brown mansard roof and replacing that with vertical face metal panels and a turn buckle hanging soffit which will be painted black. The existing block masonry will be painted grey. Finally, while the existing storefront windows will remain, they will be tinted to prevent one from viewing into the parts room.

Staff Comments:

Staff notes that since they will be providing significant public improvements and public parking, the Village serves to benefit from this request at the expense of Gordie Boucher.



Village of Thiensville

Plan Commission Application



Property Address: 201-207 Main Street, Thiensville WI 53092

12-050-07-13-003

Tax Key #

B-4

Current Zoning

Property Owner

Boucher Real Estate, LLC

Name

4141 S. 108th St.

Address Greenfield WI 53228

414-427-4141

Phone

daniel.nienhuis@boucher.com

Email address

Applicant ☐ Same as owner

Professional Consultants, Inc.

Name 300 Cottonwood Ave. #7

Hartland WI 53029

Address

262-367-6080

Phone

K@pci48.com

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.

Upgrade existing facade of building to a
modern look. Interior renovations to
accommodate body shop. Interior access
to building for restrooms.

Hours of Operation 7:00 am to 5:00 pm
Monday - Friday.

Applicant's Signature

5/23/2023

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	

N/A ☐ Storm water management plan.

Pending ☐ 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.

Existing ☐ Professionally prepared landscape plan.

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

Existing ☐ 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 5/25/23 Planner Staff Report Completed on _____

Plan Commission Meeting Date 6/13/23 10/10/23

☐ Historic Preservation Approval (if needed) on N/A

ADDITIONAL REMARKS/CONDITIONS:

Village Staff

Title

Date



PROFESSIONAL CONSULTANTS, INC.

300 Cottonwood Avenue, Suite 7 · Hartland, Wisconsin 53029

August 31, 2023

Village of Thiensville
Plan Commission Application

RE: 201 – 207 Main Street
Tax Key 12-050-07-13-003

Dear Village of Thiensville,

The Boucher Group is seeking approval to relocate their current Body Shop located on the Ford Dealership property to 201-207 Main Street.

Project Description:

The existing street facing storefront remains. The windows into the parts room will have a tint applied, so there is no exterior view into the room. The existing brick masonry remains.

The change to the exterior is the removal of the brown sloped mansard. The slope will be eliminated, and a straight vertical face will be constructed. The proposal is to upgrade the existing Fascia to a modern look. The metal panels will be silver in color and a turn buckle hanging soffit black in color will be installed. Paint the block masonry grey. The back of the building will be fenced in with a wood cedar fence.

We would like to enter into a franchise agreement with the Village to allow parking in the R.O.W. The project proposal includes Public Improvements to Spring Street. The Intersection will be improved with a 31' wide by 13' long island along Main Street. The Island construction will allow a new sidewalk and accessible ramp to be installed. Continuing West there will be approximately 50' of Ribbon Curb. A 5' wide Sidewalk will be constructed connecting the bike path to the sidewalk along Main Street. The access to the North Side of the Body Shop and the Parking on the Northside would extend into the Right of Way by approximately 5'. Please see attached Franchise Agreement for your review.

Please contact me with any questions.

Sincerely,
Professional Consultants, Inc.



Chad Kemnitz



From: Professional Consultants <k@PCI48.com>

Sent: Friday, July 14, 2023 9:53 AM

FRANCHISE AND LICENSE AGREEMENT

This FRANCHISE AND LICENSE AGREEMENT (the "Agreement"), made and entered into at Thiensville, Wisconsin, this 1st day of September 2023, by and between the parties, the Village of Thiensville, Franchisor/Licensor, and Boucher Release Estate, LLC, Franchisee/Licensee, as detailed below.

ARTICLE 1. BASIC PROVISIONS AND DEFINED TERMS

- A. Franchisor/Licensor. The Franchisor/Licensor is the Village of Thiensville, a Wisconsin Corporation (hereinafter, the "Village").
- B. Franchisor/Licensor's Address. 250 Elm Street, Thiensville, WI 53092
- C. Franchisee/Licensee. The Franchisee/Licensee is Boucher Real Estate, LLC, including any affiliated Boucher-owned entities (hereinafter, "Boucher")
- D. Franchisee/Licensee's Address. 4141 South 108th Street, Greenfield, WI 53228.
- E. The Franchise and License. The Village wishes to grant Boucher a "Franchise and License" consisting of the right to provide certain full parking spaces and to allow public and private parking within the "Right of Way" on Spring Street, as shown by the yellow highlighting in the attached Exhibit No. 1, which is located just to the north of Boucher's property located at 201-207 S. Main St. in Thiensville (the "Property").
- F. The Public Improvements. As consideration for the grant of the Franchise and License, Boucher agrees to complete certain Village-approved "Public Improvements" to the Property, Spring Street, and the Right of Way consisting in part of the following: a 31' wide by 13' long island along Main Street, section of 30" curb and gutter, with a new heavy duty concrete sidewalk, gradework and handicap accessible ramp, a 5' sidewalk running the length of Spring Street with the installation of at least 50' of ribbon curb connecting the Main Street sidewalk to the Ozaukee the Interurban Trail, all as specifically shown on the Site Plan on the attached Exhibit No. 2.
- G. Franchise/License Term. The term of this Agreement and the underlying grant of the Franchise and License shall be permanent such that this Agreement shall not be cancellable, absent consent by both parties unless terminated for cause pursuant to the terms of this Agreement.
- H. Compensation. In lieu of any payments or other compensation to the Village for the grant of the Franchise and License, Boucher agrees to complete the Public Improvements as detailed in Paragraph F.
- I. Security Deposit. There shall be no security deposit required as part of this Agreement.

- J. Permitted Use. : The utilization of the Right of Way for public and bank parking spaces as well as landscaping bump outs as expressly contemplated and provided for as part of this Agreement has already been the de facto practice of both prior owners of the land immediately adjacent to the Right of Way with Village approval.
- K. Village Authorization. It is understood by the parties that such consent for the grant of the Franchise and License shall be at the discretion of the Village and may be granted by the Village Administrator after recommendation by the Plan Commission and approval of the Village Board.

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 CONDITIONS

- A. The Grant. The Village hereby grants a license, demises, and leases to Boucher the Franchise and License and Boucher hereby accepts the Franchise and License from the Village, upon the terms and conditions, and subject to the limitations, restrictions, and reservations herein provided.
- B. Contingent. This Agreement shall be contingent upon the Village Board of the Village granting the necessary special exception permit to allow private use of the public right-of-way as described in this Agreement.
- C. Permitting and Formal Approval Required. In the event the Grant is not approved for any reason, this Agreement shall be null and void.

ARTICLE 3. LIMITED USE OF THE FRANCHISE AND LICENSE

- A. Limited Use. Boucher shall have limited use of the Franchise and License as described in Article 1, Paragraph E. above, and for no other purpose whatsoever.
- B. Compliance with Laws. Except as described herein, Boucher shall comply with all laws, ordinances, orders, and regulations affecting the Property and the Right of Way, including the cleanliness, safety operation, and use thereof, including, but not limited to, compliance with any Department of Transportation or State of Wisconsin Health Department regulations and all applicable requirements under the Americans with Disabilities Act.
- C. Restrictions on Use of Property. Boucher shall not (i) permit any unlawful practice to be carried on or committed on the Property or in the Right of Way; (ii) make any use of or allow the Property or the Right of Way 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 Village; (iii) use the Property or the Right of Way for any purposes which might create a nuisance or injure the reputation of the Village; (iv) deface or injure the Property or the Right of Way; (v) commit or suffer any waste; (vi) permit any objectionable or unpleasant odors to emanate from the Property or the Right of Way.

- D. Signs and Advertisements. No sign, advertisement, display, notice, or other lettering shall be exhibited, inscribed, painted, or affixed on any part of the Right of Way. 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.
- E. Operation. Boucher shall conduct Boucher's business on the Property and the Right of Way at all times in a first-class high-grade manner consistent with reputable business standards and practices in good faith.
- F. Fencing. No fencing is involved.

ARTICLE 4. REPAIR AND MAINTENANCE ON RIGHT OF WAY

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

ARTICLE 5. ALTERATIONS

- A. Boucher shall not attach any fixtures or article to the Right of Way, or make any alterations, additions, improvements, or change whatsoever in the Right of Way, without the written consent of the Village.

ARTICLE 6. LIENS

- A. No Lien or Encumbrance. Boucher shall promptly pay for all work done or material furnished in or about the Right of Way and will not permit or suffer any lien to attach to the Right of Way and shall promptly cause such lien or any claim thereon to be released.

ARTICLE 7. INSURANCE

- A. Liability Insurance. Boucher agrees to carry during the term hereof public liability insurance in respect to its use of the Right of Way written by a company satisfactory of the Village 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. Upon request, Boucher shall provide the Village with copies of the policies or certificates evidencing such insurance is in full force and effect and stating the terms thereof.

ARTICLE 8. WAIVER OF SUBROGATION

- A. **No Subrogation Rights.** The Village, Boucher, 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 Right of Way in connection with property on or activities conducted on the Right of Way, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

ARTICLE 9. ACCESS TO THE RIGHT OF WAY

- A. **Access.** Boucher agrees that the Village, its agents, employees and servants, and any other person authorized by the Village may, upon reasonable notice and without disruption of the business of Boucher (except for emergencies), enter the Right of Way for the purpose of inspecting and making such repairs (structural or otherwise), additions, improvements, changes, or alterations to the Right of Way as may be required under this Agreement or as The Village may elect. Any entry into or inspection of or repairs, additions, improvements, changes, or alterations to the Right of Way pursuant to this Article shall not constitute eviction of Boucher in whole or in part and the rent shall not be abate while work is being done by reason of loss or interruption of business of Boucher or otherwise. In the event of any such repairs, additions, improvements, changes, or alterations, Boucher shall, at Boucher's sole cost and expense, remove promptly Boucher's fixtures, equipment, inventory, and other property to the extent required to enable The Village to make such repairs, additions, improvements, changes, or alterations. In the event of an emergency, no notice shall be due Boucher in order for The Village 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 10. DEFAULT

- A. **Event of Default.** An event of default shall be deemed to have occurred in (i) Boucher shall fail to provide the requisite Compensation and such failure shall continue for a period of 10 days, or (ii) Boucher 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 Boucher of notice specifying such default, or Boucher 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 the Right of Way shall be vacated or abandoned or shall cease to be used for the purpose permitted under the Agreement for a period of 15 days, or any proceeding shall be commenced to declare Boucher 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 Boucher's debts or obligations or to delay or to extend the payment thereof, or any assignment of Boucher's property be made for benefit of creditors, or a receiver or trustee be appointed for Boucher or any Boucher's property or business. Upon the occurrence of any event of default, the Village may, at its option, without further notice or demand any kind to Boucher or any other person, exercise the following described remedies (in addition to all other legal or equitable remedies):

- B. The Village may enter the Right of Way, 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 or constitute an eviction of Boucher in whole or in part, nor relieve Boucher from the continued performance of all covenants, conditions, and agreements in this Agreement. Boucher further agrees that The Village shall not be liable for any claims for loss or damage to Boucher or anyone claiming through or under Boucher.
- C. The Village may terminate Boucher's right of possession, without termination of this Agreement, in which event Boucher agrees to surrender possession and vacate the Right of Way immediately and deliver possession thereof to The Village and Boucher hereby grant to The Village full and free license to enter into and upon the Right of Way, in whole or in part, with or without process of law and to repossess The Village of the Right of Way or any part thereof and to expel or remove Boucher and any other person, firm, or corporation who may be occupying or within the Right of Way 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 Boucher in whole or in part from Boucher's obligation to provide the requisite Compensation and perform any of the covenants, conditions, and agreement to be performed by Boucher as provided in this Agreement without being deemed in any manner guilty of trespass, eviction, or forcible entry of detainer, and without relinquishing The Village's right to rental or any other notice of any election made by The Village under this Article, demand of payment of rent or for possession, including any and every form of demand and notice prescribed by any statute or other law.
- D. **No Waiver.** The service of a notice to quit the Right of Way, 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 judgement for possession of the Right of Way shall not relieve Boucher from Boucher'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 Boucher thereof shall not constitute a waiver of or affect any notice or demand given, suit instituted, or judgement obtained by The Village, or be held to waive, affect, change, modify, or alter the rights of remedies which The Village may have to equity or at law or by virtue of this Agreement at the time of such payment.

ARTICLE 11. COSTS, EXPENSES, ATTORNEY'S FEES

In any action to enforce the covenants and agreements of this Agreement, the prevailing party shall recover for 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 12. SURRENDER OF RIGHT OF WAY

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

ARTICLE 13. 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 address:

The Village: Village of Thiensville, Attn: Village Administrator, 250 Elm Street, Thiensville, WI 53092

Boucher: Boucher Real Estate, LLC, 4141 South 108th Street, Menomonee Falls, WI 53228

ARTICLE 14. REMEDIES

All rights and remedies of The Village herein created or reserved or otherwise existing at law, are cumulative and the exercise of one of 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, whenever, and as often as The Village deem desirable.

ARTICLE 15. REPRESENTATIONS

It is understood and agreed by Boucher that The Village has made no representations for promises with respect to the Right of Way 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 Boucher against The Village for, and The Village shall not be liable by reason of breach of, any representations or promises not expressly stated in this Agreement.

ARTICLE 16. WAIVER

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

A. ARTICLE 17. MISCELLANEOUS

- B. Time is of the Essence. The time of the performance of all of the covenants, conditions, and agreement 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 The Village and Franchisee.
- C. Quiet Enjoyment. The Village hereby covenants and agrees that if Franchisee shall perform all of the covenants and agreements herein required to be reformed 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 Right of Way.

- D. 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.
- E. 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 of the Right of Way, and this Agreement becomes effective only upon execution and delivery thereof by The Village and Franchisee. The caption used herein are convenience only and do not define, limit, describe, or construe the terms of this Agreement.
- F. 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.
- G. 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.

Franchisor /Licensor

Franchisee / Licensee

Village of Thiensville

Boucher Real Estate, LLC

By: _____
Village Administrator

By: _____
Daniel Nienhuis

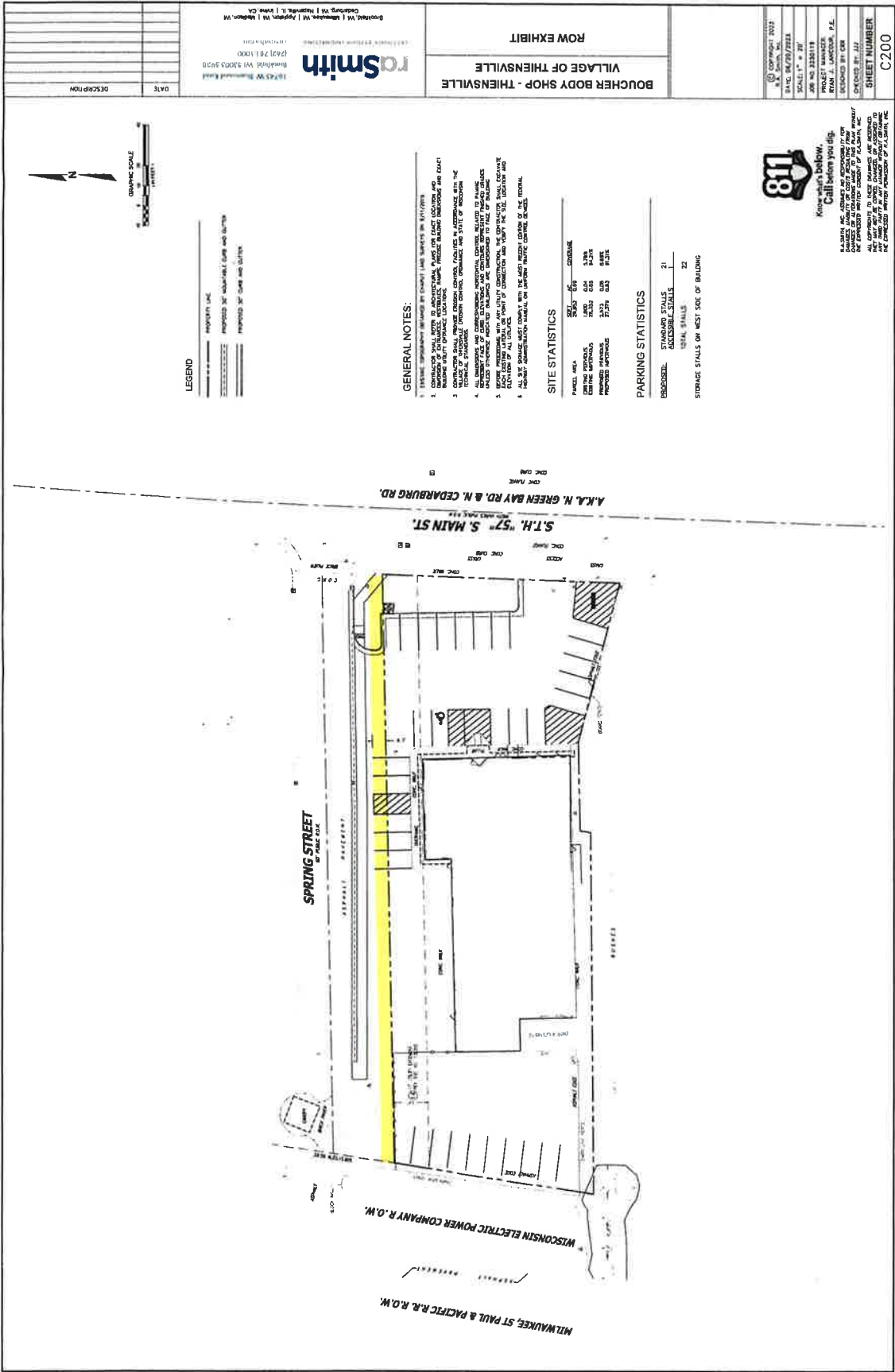


EXHIBIT 1

FRANCHISE AND LICENSE AGREEMENT

This FRANCHISE AND LICENSE AGREEMENT (the "Agreement"), made and entered into at Thiensville, Wisconsin, this 1st day of September, 2023, by and between the parties, the Village of Thiensville, Franchisor/Licensor, and Boucher Release Estate, LLC, Franchisee/Licensee, as detailed below.

ARTICLE 1. BASIC PROVISIONS AND DEFINED TERMS

- A. Franchisor/Licensor. The Franchisor/Licensor is the Village of Thiensville, a Wisconsin Corporation (hereinafter, the "Village").
- B. Franchisor/Licensor's Address. 250 Elm Street, Thiensville, WI 53092
- C. Franchisee/Licensee. The Franchisee/Licensee is Boucher Real Estate, LLC, including any affiliated Boucher-owned entities (hereinafter, "Boucher")
- D. Franchisee/Licensee's Address. 4141 South 108th Street, Greenfield, WI 53228.
- E. The Franchise and License. The Village wishes to grant Boucher a "Franchise and License" consisting of the right to provide certain full parking spaces and to allow public and private parking within the "Right of Way" on Spring Street, as shown by the yellow highlighting in the attached Exhibit No. 1, which is located just to the north of Boucher's property located at 201-207 S. Main St. in Thiensville (the "Property").
- F. The Public Improvements. As consideration for the grant of the Franchise and License, Boucher agrees to complete certain Village-approved "Public Improvements" to the Property, Spring Street, and the Right of Way consisting in part of the following: a 31' wide by 13' long island along Main Street, section of 30" curb and gutter, with a new heavy duty concrete sidewalk, gradework and handicap accessible ramp, a 5' sidewalk running the length of Spring Street with the installation of at least 50' of ribbon curb connecting the Main Street sidewalk to the Ozaukee the Interurban Trail, all as specifically shown on the Site Plan on the attached Exhibit No. 2.
- G. Franchise/License Term. The term of this Agreement and the underlying grant of the Franchise and License shall be initially for a period of 10 years, commencing on 2023, and terminating on , 2033. Following the initial term, the Agreement shall automatically be renewed for successive periods of 5 years each, unless either party provides written notice of termination at least 60 days prior to the end of the then-current term. This Agreement shall not be cancellable, except with the mutual consent of both parties or for termination due to cause as outlined in this Agreement.~~The term of this Agreement and the underlying grant of the Franchise and License shall be permanent such that this Agreement shall not be cancellable, absent consent by both parties unless terminated for cause pursuant to the terms of this Agreement.~~

- H. Compensation. In lieu of any payments or other compensation to the Village for the grant of the Franchise and License, Boucher agrees to complete the Public Improvements as detailed in Paragraph F.
- I. Security Deposit. There shall be no security deposit required as part of this Agreement.
- J. Permitted Use. : The utilization of the Right of Way for public and bank parking spaces as well as landscaping bump outs as expressly contemplated and provided for as part of this Agreement has already been the de facto practice of both prior owners of the land immediately adjacent to the Right of Way with Village approval.
- K. Village Authorization. It is understood by the parties that such consent for the grant of the Franchise and License shall be at the discretion of the Village and may be granted by the Village Administrator after recommendation by the Plan Commission and approval of the Village Board.

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 CONDITIONS

- A. The Grant. The Village hereby grants a license, demises, and leases to Boucher the Franchise and License and Boucher hereby accepts the Franchise and License from the Village, upon the terms and conditions, and subject to the limitations, restrictions, and reservations herein provided.
- B. Contingent. This Agreement shall be contingent upon the Village Board of the Village granting the necessary special exception permit to allow private use of the public right-of-way as described in this Agreement.
- C. Permitting and Formal Approval Required. In the event the Grant is not approved for any reason, this Agreement shall be null and void.

ARTICLE 3. LIMITED USE OF THE FRANCHISE AND LICENSE

- A. Limited Use. Boucher shall have limited use of the Franchise and License as described in Article 1, Paragraph E. above, and for no other purpose whatsoever.
- B. Compliance with Laws. Except as described herein, Boucher shall comply with all laws, ordinances, orders, and regulations affecting the Property and the Right of Way, including the cleanliness, safety operation, and use thereof, including, but not limited to, compliance with any Department of Transportation or State of Wisconsin Health Department regulations and all applicable requirements under the Americans with Disabilities Act.
- C. Restrictions on Use of Property. Boucher shall not (i) permit any unlawful practice to be carried on or committed on the Property or in the Right of Way; (ii) make any use of or allow the Property or the Right of Way 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 Village; (iii) use the Property or the Right of Way for any purposes which might create a nuisance or injure the reputation of the Village; (iv) deface or injure the Property or the Right of Way; (v) commit or suffer any waste; (vi) permit any objectionable or unpleasant odors to emanate from the Property or the Right of Way.

- D. Signs and Advertisements. No sign, advertisement, display, notice, or other lettering shall be exhibited, inscribed, painted, or affixed on any part of the Right of Way. 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.
- E. Operation. Boucher shall conduct Boucher's business on the Property and the Right of Way at all times in a first-class high-grade manner consistent with reputable business standards and practices in good faith.
- F. Fencing. No fencing is involved.

ARTICLE 4. REPAIR AND MAINTENANCE ON RIGHT OF WAY

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

ARTICLE 5. ALTERATIONS

- A. Boucher shall not attach any fixtures or article to the Right of Way, or make any alterations, additions, improvements, or change whatsoever in the Right of Way, without the written consent of the Village.

ARTICLE 6. LIENS

- A. No Lien or Encumbrance. Boucher shall promptly pay for all work done or material furnished in or about the Right of Way and will not permit or suffer any lien to attach to the Right of Way and shall promptly cause such lien or any claim thereon to be released.

ARTICLE 7. INSURANCE

- A. Liability Insurance. Boucher agrees to carry during the term hereof public liability insurance in respect to its use of the Right of Way written by a company satisfactory of the Village 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. Upon request, Boucher shall provide

the Village with copies of the policies or certificates evidencing such insurance is in full force and effect and stating the terms thereof.

ARTICLE 8. WAIVER OF SUBROGRATION

- A. **No Subrogation Rights.** The Village, Boucher, 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 Right of Way in connection with property on or activities conducted on the Right of Way, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

ARTICLE 9. ACCESS TO THE RIGHT OF WAY

- A. **Access.** Boucher agrees that the Village, its agents, employees and servants, and any other person authorized by the Village may, upon reasonable notice and without disruption of the business of Boucher (except for emergencies), enter the Right of Way for the purpose of inspecting and making such repairs (structural or otherwise), additions, improvements, changes, or alterations to the Right of Way as may be required under this Agreement or as The Village may elect. Any entry into or inspection of or repairs, additions, improvements, changes, or alterations to the Right of Way pursuant to this Article shall not constitute eviction of Boucher in whole or in part and the rent shall not be abate while work is being done by reason of loss or interruption of business of Boucher or otherwise. In the event of any such repairs, additions, improvements, changes, or alterations, Boucher shall, at Boucher's sole cost and expense, remove promptly Boucher's fixtures, equipment, inventory, and other property to the extent required to enable The Village to make such repairs, additions, improvements, changes, or alterations. In the event of an emergency, no notice shall be due Boucher in order for The Village 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 10. DEFAULT

- A. **Event of Default.** An event of default shall be deemed to have occurred in (i) Boucher shall fail to provide the requisite Compensation and such failure shall continue for a period of 10 days, or (ii) Boucher 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 Boucher of notice specifying such default, or Boucher 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 the Right of Way shall be vacated or abandoned or shall cease to be used for the purpose permitted under the Agreement for a period of 15 days, or any proceeding shall be commenced to declare Boucher 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 Boucher's debts or obligations or to delay or to extend the payment thereof, or any assignment of Boucher's property be made for benefit of creditors, or a receiver or trustee be appointed for Boucher or any Boucher's property or business. Upon the occurrence of any event of default, the Village may, at its option, without further notice or demand any kind to Boucher

or any other person, exercise the following described remedies (in addition to all other legal or equitable remedies):

- B. The Village may enter the Right of Way, 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 or constitute an eviction of Boucher in whole or in part, nor relieve Boucher from the continued performance of all covenants, conditions, and agreements in this Agreement. Boucher further agrees that The Village shall not be liable for any claims for loss or damage to Boucher or anyone claiming through or under Boucher.
- C. The Village may terminate Boucher's right of possession, without termination of this Agreement, in which event Boucher agrees to surrender possession and vacate the Right of Way immediately and deliver possession thereof to The Village and Boucher hereby grant to The Village full and free license to enter into and upon the Right of Way, in whole or in part, with or without process of law and to repossess The Village of the Right of Way or any part thereof and to expel or remove Boucher and any other person, firm, or corporation who may be occupying or within the Right of Way 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 Boucher in whole or in part from Boucher's obligation to provide the requisite Compensation and perform any of the covenants, conditions, and agreement to be performed by Boucher as provided in this Agreement without being deemed in any manner guilty of trespass, eviction, or forcible entry of detainer, and without relinquishing The Village's right to rental or any other notice of any election made by The Village under this Article, demand of payment of rent or for possession, including any and every form of demand and notice prescribed by any statute or other law.
- D. No Waiver. The service of a notice to quit the Right of Way, 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 judgement for possession of the Right of Way shall not relieve Boucher from Boucher'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 Boucher thereof shall not constitute a waiver of or affect any notice or demand given, suit instituted, or judgement obtained by The Village, or be held to waive, affect, change, modify, or alter the rights of remedies which The Village may have to equity or at law or by virtue of this Agreement at the time of such payment.

ARTICLE 11. COSTS, EXPENSES, ATTORNEY'S FEES

In any action to enforce the covenants and agreements of this Agreement, the prevailing party shall recover for 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 12. SURRENDER OF RIGHT OF WAY

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

ARTICLE 13. 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 address:

The Village: Village of Thiensville, Attn: Village Administrator, 250 Elm Street, Thiensville, WI 53092

Boucher: Boucher Real Estate, LLC, 4141 South 108th Street, Menomonee Falls, WI 53228

ARTICLE 14. REMEDIES

All rights and remedies of The Village herein created or reserved or otherwise existing at law, are cumulative and the exercise of one of 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, whenever, and as often as The Village deem desirable.

ARTICLE 15. REPRESENTATIONS

It is understood and agreed by Boucher that The Village has made no representations for promises with respect to the Right of Way 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 Boucher against The Village for, and The Village shall not be liable by reason of breach of, any representations or promises not expressly stated in this Agreement.

ARTICLE 16. WAIVER

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

A. ARTICLE 17. MISCELLANEOUS

- B. Time is of the Essence. The time of the performance of all of the covenants, conditions, and agreement 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 The Village and Franchisee.
- C. Quiet Enjoyment. The Village hereby covenants and agrees that if Franchisee shall perform all of the covenants and agreements herein required to be reformed 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 Right of Way.

- D. 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.
- E. 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 of the Right of Way, and this Agreement becomes effective only upon execution and delivery thereof by The Village and Franchisee. The caption used herein are convenience only and do not define, limit, describe, or construe the terms of this Agreement.
- F. 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.
- G. 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.

Franchisor /Licensor

Franchisee / Licensee

Village of Thiensville

Boucher Real Estate, LLC

By: _____
Village Administrator

By: _____
Daniel Nienhuis

PARKING SPACES

There are 27 regular parking spaces and 1 handicap space marked on this site.

FLOOD NOTE

According to the flood insurance rate map of the County of Ozaukee, Community Panel No. 55079C0251F, effective date of December 4, 2007, this site falls in Zone X (Areas of minimal flood hazard).

MUNICIPAL ZONING

The zoning information noted below is taken from the municipal code ordinance. It does not reflect all zoning restrictions that may apply. It is not intended to be used in lieu of a comprehensive zoning report as stated in ALTA Table A item 6(a) nor to be relied on for site development purposes.

Municipal Code: Sec. 17.0311.

Site is zoned: B-4 (Highway Business District)

F.(1)When remodeling existing buildings, the setback from the street right-of-way will be at the discretion of the Plan Commission as necessary to maintain or enhance the architectural and/or historical character of the building concerned, but no less than five (5) feet.

a. All new construction will require a minimum setback from the street right-of-way a distance equal to the average of the setback of buildings on both sides of the lot concerned, but not less than five (5) feet.

Side setback: 20 feet

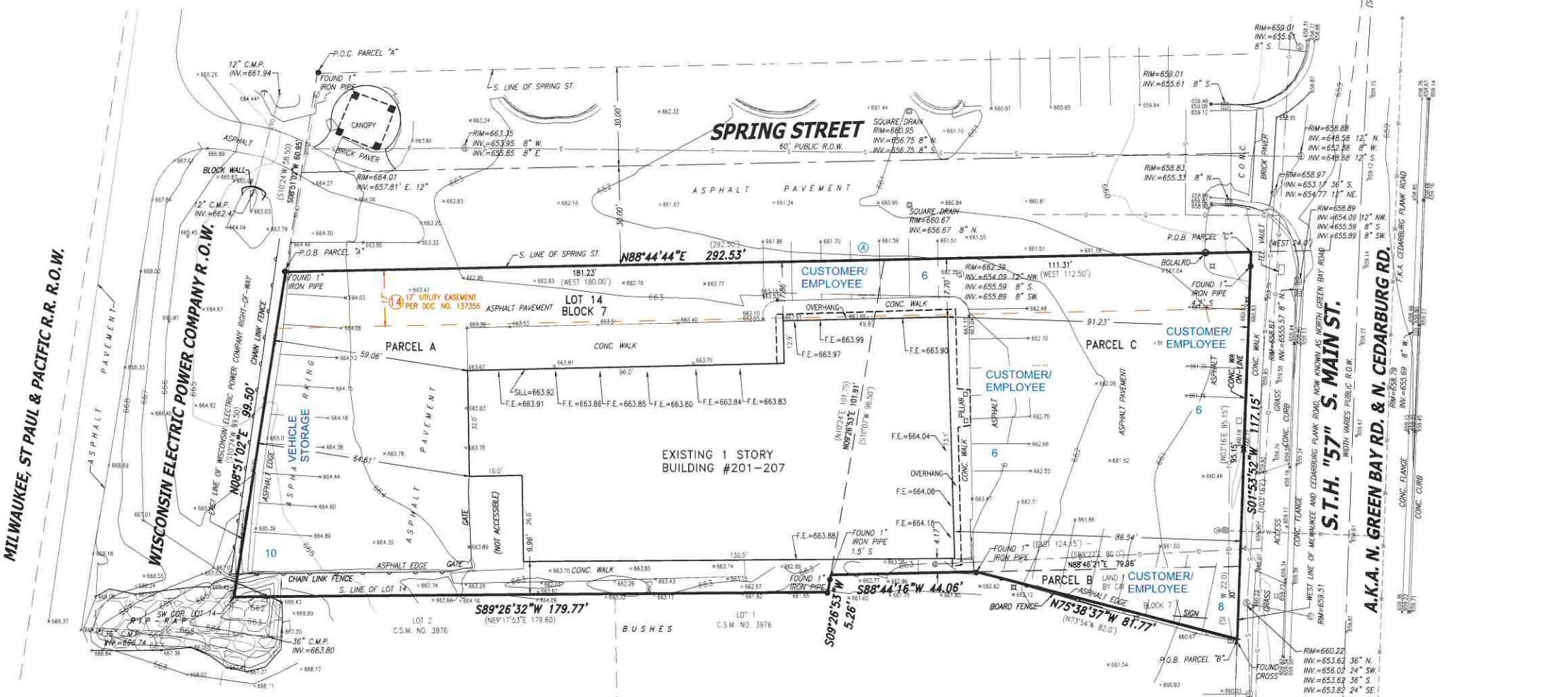
Rear setback: 25 feet

Maximum building height: 35 feet

VICINITY MAP



STARTING BENCHMARK: 674.34
REFERENCE MARK AND REFERENCE BENCHMARK
SE CORNER SECTION 22-9-21
CONC. MONUMENT WITH CITY OF MEQUON
MONUMENT (GPS STA "MEQUON")



LEGEND

● INDICATES FOUND 1" IRON PIPE ○ INDICATES SET 1" IRON PIPE + INDICATES FOUND CHISELED CROSS ⊙ SANITARY MANHOLE ⊙ SANITARY CLEANOUT OR VENT ⊙ SEPTIC TANK ACCESS COVER ⊙ M.I.S. MANHOLE ⊙ UNKNOWN MANHOLE ⊙ STORM MANHOLE ● INLET (ROUND) ■ INLET (SQUARE) ■ CURB INLET ⊙ STORM SEWER END SECTION ⊙ GAS VALVE ⊙ GAS METER ⊙ WATER VALVE	⊙ HYDRANT ⊙ WATER MANHOLE ⊙ WATER SERVICE CURB STOP ⊙ WELL HEAD ⊙ STAND PIPE ⊙ WALL INDICATOR VALVE ⊙ POST INDICATOR VALVE ⊙ LIGHT POLE ⊙ SPOT/YARD LIGHT ⊙ UTILITY POLE ⊙ GUY POLE ⊙ GUY WIRE ⊙ ELECTRIC MANHOLE ⊙ ELECTRIC PEDESTAL ⊙ ELECTRIC METER ⊙ TELEPHONE MANHOLE	⊙ TELEPHONE PEDESTAL ⊙ CABLE PEDESTAL ⊙ CONTROL BOX ⊙ FIBER OPTIC SIGN ⊙ TRAFFIC LIGHT ⊙ COMMUNICATION MANHOLE ⊙ BOLLARD ⊙ SOIL BORING/MONITORING WELL ⊙ WATER SURFACE ⊙ WETLANDS FLAG ⊙ MARSH ⊙ FLAGPOLE ⊙ PARKING METER ⊙ SIGN ⊙ MAILBOX ⊙ RAILROAD CROSSING SIGNAL	⊙ HANDICAP SPACE ⊙ CONIFEROUS TREE ⊙ DECIDUOUS TREE — SANITARY SEWER — STORM SEWER — WATERLINE — MARKED GAS MAIN — MARKED ELECTRIC — OVERHEAD WIRES — MARKED TELEPHONE — MARKED CABLE TV LINE — MARKED FIBER OPTIC — BURIED ELECTRIC SERVICE — BOARD FENCE — CHAIN LINK FENCE — WIRE FENCE
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ENCROACHMENT TABLE

A	PARKING ENCROACHES OVER PROPERTY LINE
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ALTA/NSPS LAND TITLE SURVEY

CLIENT

The Boucher Group, Inc.

SITE ADDRESS

201-207 South Main Street, Village of Thiensville, Ozaukee County, Wisconsin.

LEGAL DESCRIPTION

PARCEL A:

That part of Lot 14 of Block 7 in the Assessor's Plat of the Village of Thiensville, being a part of the Northeast 1/4 of the Southeast 1/4 of Section 22, Township 9 North, Range 21 East, in the Village of Thiensville, Ozaukee County, Wisconsin, bounded and described as follows:
Commencing at the point of intersection of the Easterly boundary line of the Wisconsin Electric Power Company right-of-way and the North line of Spring Street; thence South 10 degrees 24 minutes West 58.50 feet along the Easterly boundary line of said right-of-way to the West end point of the South line of said Spring Street, the point of beginning of the parcel of land to be described; thence continuing South 10 degrees 24 minutes West 99.50 feet along said Easterly boundary line of said right-of-way to the Southwest corner of said Lot 14, Block 7; thence South 89 degrees 17 minutes 53 seconds East 179.60 feet along the South line of said Lot 14, Block 7; thence North 10 degrees 24 minutes East 101.75 feet on a line parallel to the Easterly boundary line of the Wisconsin Electric Power Company right-of-way; thence West 180.00 feet along the South line of said Spring Street to the point of beginning.

PARCEL B:

A parcel of land in the Northeast 1/4 of the Southeast 1/4 of Section 22, Township 9 North, Range 21 East, in the Village of Thiensville, bounded and described as follows, to-wit:
Commencing at a point on the West line of Milwaukee and Cedarburg Plank Road, now known as North Green Bay Road, Highway 57 and being the Southeast corner of a piece of land formerly owned by Mrs. Caroline Mueller, lying West of aforesaid Road and East of the Chicago, Milwaukee and St. Paul Railroad; thence South 3 degrees 09 minutes West on and along the Westerly line of said Road 22 feet to a point; thence North 73 degrees 54 minutes West 82.0 feet to a point in the South line of a piece of land formerly owned by Caroline Mueller; thence South 89 degrees 27 minutes East on and along the South line of said piece of land, 80 feet to the place of beginning. This real estate is part of Lot 13, Block 7, Assessor's Plat of the Village of Thiensville.

PARCEL C:

That part of Lot 14 of Block 7 in the Assessor's Plat of the Village of Thiensville, in the North 1/2 of the Southeast 1/4 of Section 22, Township 9 North, Range 21 East, in Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at a point which is 2810.7 feet South (the North line of Section 22, Township 9 North, Range 21 East bearing West) of the Northeast corner of Section 22 aforesaid; thence West on a line 113.86 feet to a point in the center of the Green Bay road, also known as State Trunk Highway 57; thence South 7 degrees 21 minutes West along the center line of said road and its extension 255.90 feet to a point in the South line of Spring Street, extended; thence West along the extension of the South line of Spring Street 24.00 feet to a point in the Westerly line of the Green Bay Road; thence West along the South line of Spring Street 112.50 feet to a point; thence South 10 degrees 07 minutes West on a line 96.50 feet to a point; thence East on a line 124.15 feet to a point in the Western line of the Green Bay Road; thence North 3 degrees 16 minutes East along the Westerly line of the Green Bay Road 95.15 feet to the place of beginning.

BASIS OF BEARINGS

Bearings are referenced to the Certified Survey Map no. 3976 in which West line of the S. Main Street bears S01°53'52"W.

TITLE COMMITMENT

This survey was prepared based on Common Wealth Land Title Insurance Company Commitment No. ZC-305177, effective date of August 7, 2019 which lists the following easements and/or restrictions from schedule B-II:

1, 6, 7, 8, 10, 12 & 13 visible evidence shown, if any.

2, 3, 4, 5, 9, & 11 not survey related.

- Easement as contained in Instrument, executed by Katie Riemer to Wisconsin Electric Power Company, dated April 1, 1948 and recorded in the Register of Deeds office for Ozaukee County, on April 8, 1948 in Volume 11 of Miscellaneous on pages 595-596, as Document No. 137356. **Affects property by location, shown.**
- Covenants, conditions and restrictions, as contained in Declaration of Restriction, executed by Junior-Bagneski, L.L.C., and recorded in the Register of Deeds office for Ozaukee County, on January 5, 2000, as Document No. 649431. **Affects property by location, general in nature, blanket type**

LAND AREA

The Land Area of the subject property is 29,952 square feet or 0.6876 acres.

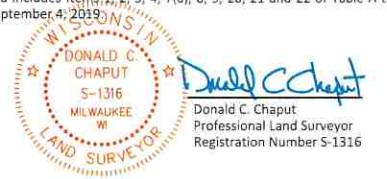
TABLE "A" ITEMS

- Utility lines are shown from visible surface evidence, municipal plans and from plans and markings provided by Diggers Hotline, the One-call Utility Marking System (Wisconsin Statute 182.0175), Ticket Number 20193522301.
(Utility plans were not provided by the Village at the time of survey.)

TO: Boucher Real Estate, LLC
Common Wealth Land Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 8, 9, 20, 21 and 22 of Table A thereof. The field work was completed on September 4, 2019.

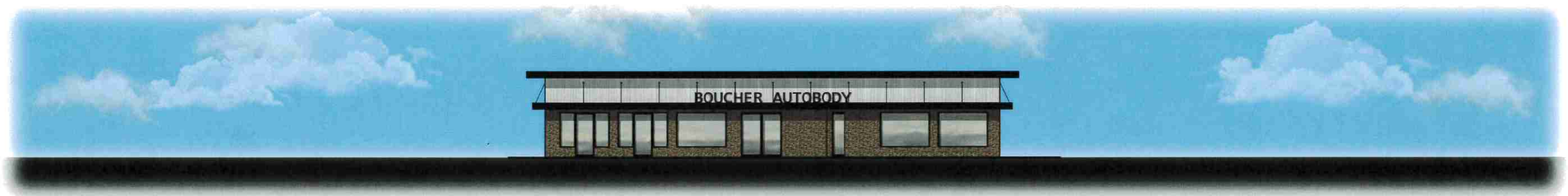
Date of Map: September 11, 2019



Date	Revision description

CHAPUT LAND SURVEYS
234 W. Florida Street
Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com

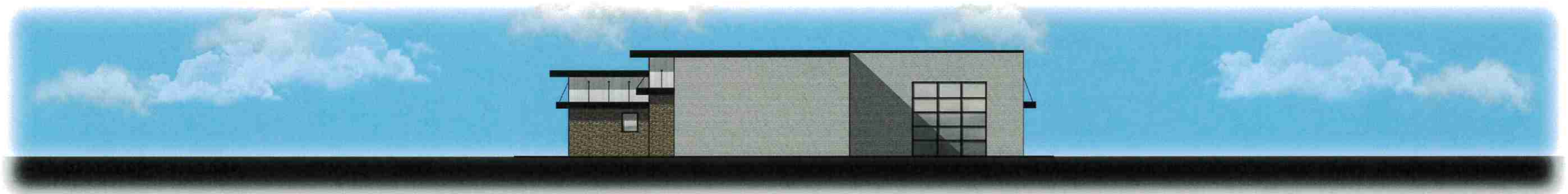
This document is an instrument of professional service, and may be protected by the copyright laws of the United States and/or foreign countries. The information shown herein is intended solely for the use of the client and client directed third parties.
Drawing No. 20190911ALT3318-far



① EAST ELEVATION
1/8"=1'-0"



② NORTH ELEVATION
1/8"=1'-0"

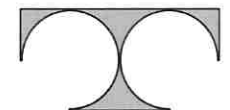


③ WEST ELEVATION
1/8"=1'-0"



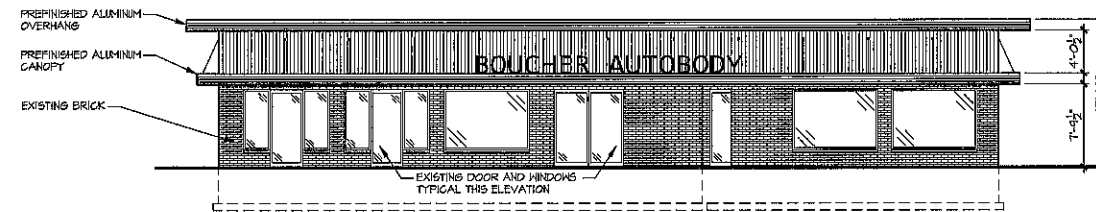
④ SOUTH ELEVATION
1/8"=1'-0"

BOUCHER BODY SHOP THIENSVILLE

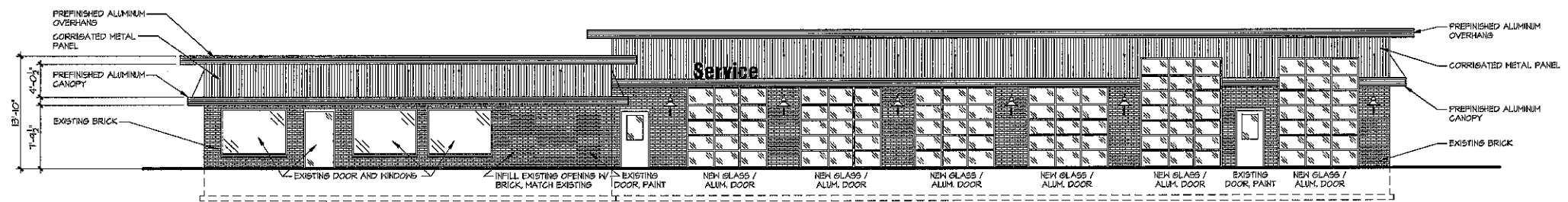


TDI ASSOCIATES, INC.
ARCHITECTURE & PLANNING
2517 SOUTH WIND LAKE ROAD
WIND LAKE, WISCONSIN 53185
PHONE: 262-485-2530

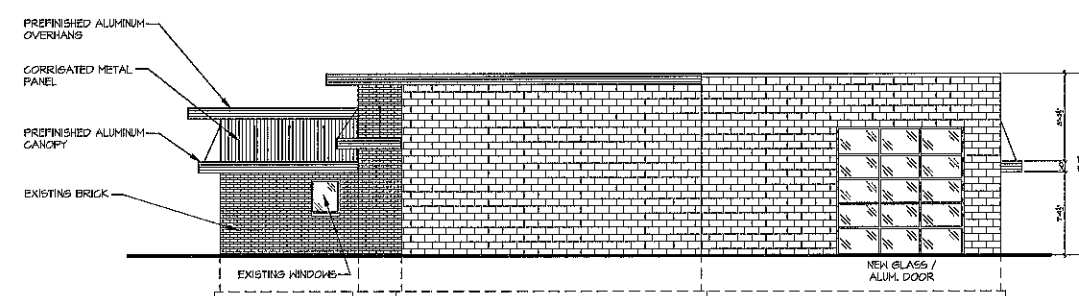
MAY 22th, 2023



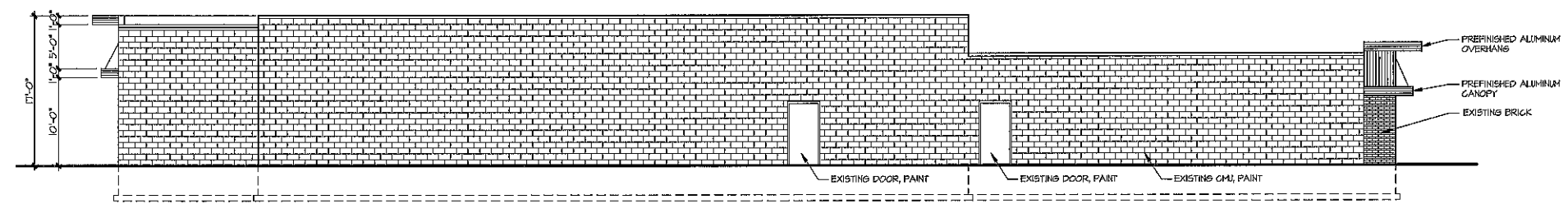
1 EAST ELEVATION
1/8" = 1'-0"



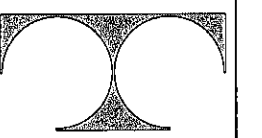
2 NORTH ELEVATION
1/8" = 1'-0"



3 WEST ELEVATION
1/8" = 1'-0"

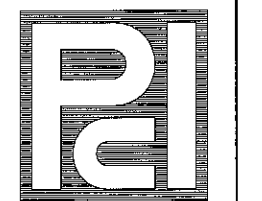


4 SOUTH ELEVATION
1/8" = 1'-0"



TDI ASSOCIATES, INC.
ARCHITECTURE & PLANNING

25217 SOUTH WIND LAKE ROAD
WIND LAKE, WISCONSIN 53185
PHONE 262-409-2530



PROFESSIONAL
CONSULTANTS, INC.

300 COTTONWOOD AVE # 7
HARTLAND, WISCONSIN 53029
(262) 367-6080

BOUCHER BODY
SHOP THIENSVILLE
207 SOUTH MAIN STREET
THIENSVILLE, WISCONSIN

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Sheet Title
ELEVATIONS
OPTION 'B'

Issued For: Date:

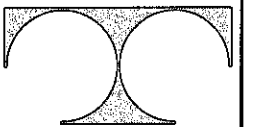
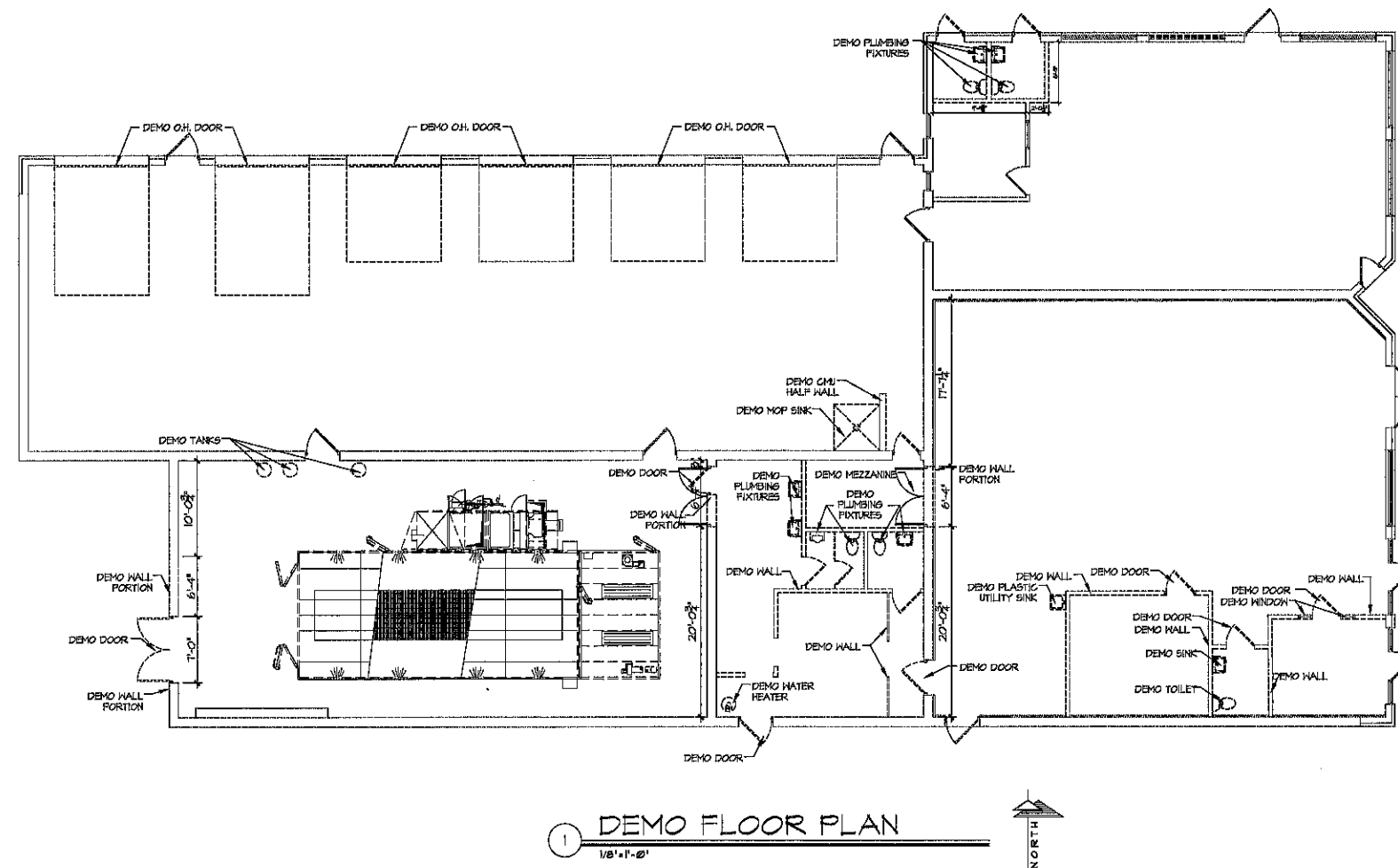
Date: 03-31-2023

Job NO.: 23113.000

Drawn By: HAC

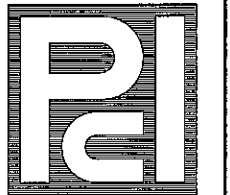
Sheet No.

OPT C



TDI ASSOCIATES, INC.
ARCHITECTURE & PLANNING

25217 SOUTH WIND LAKE ROAD
WIND LAKE, WISCONSIN 53185
PHONE 262-409-2530



PROFESSIONAL
CONSULTANTS, INC.

300 COTTONWOOD AVE # 7
HARTLAND, WISCONSIN 53029
(262) 367-6080

BOUCHER BODY
SHOP THIENSVILLE

207 SOUTH MAIN STREET
THIENSVILLE, WISCONSIN

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Sheet Title
DEMO PLAN

Issued For: Date:

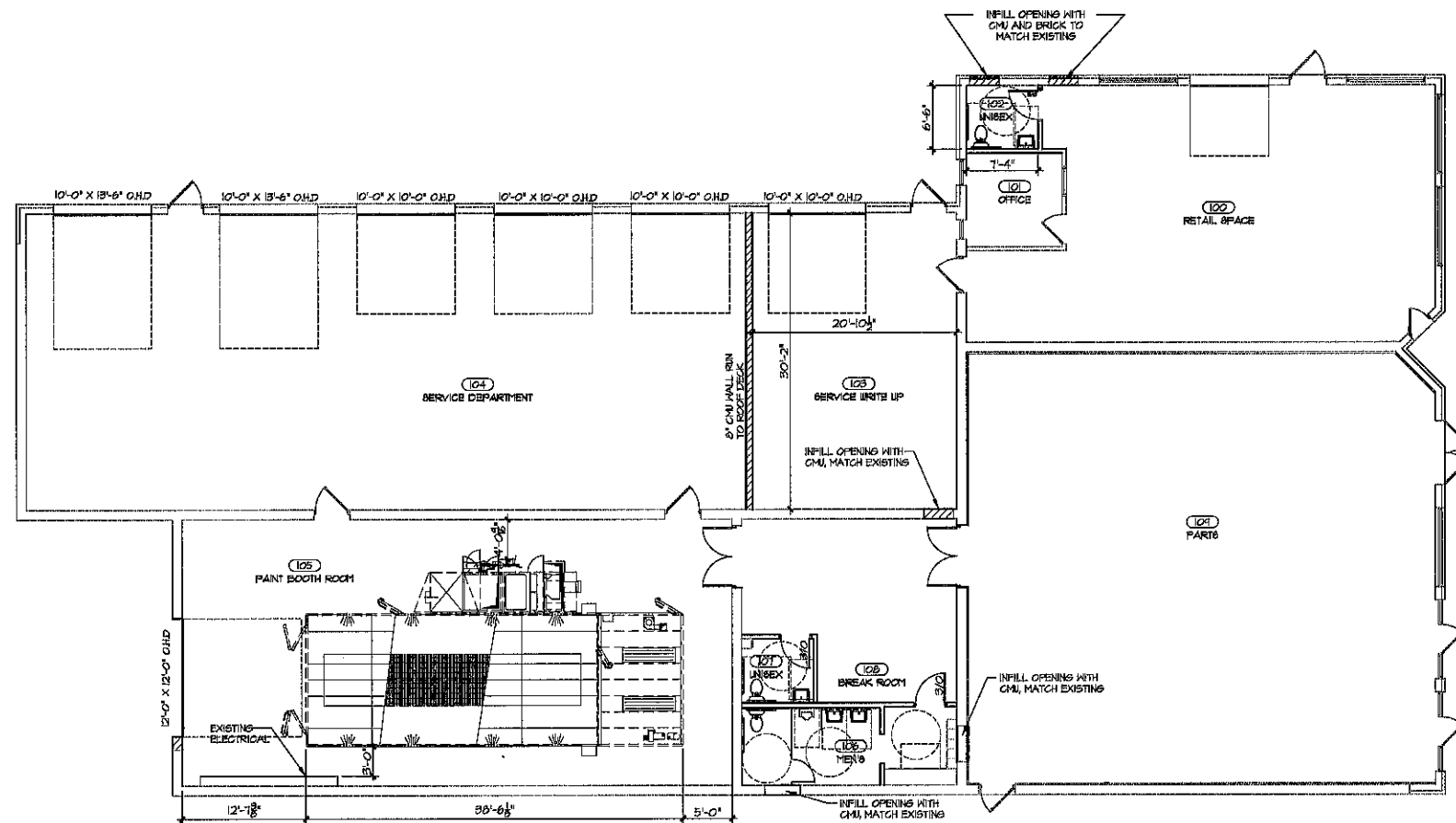
Date: 04-07-2023

Job NO.: 23113.000

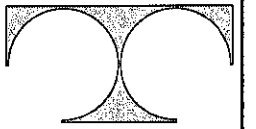
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Sheet No.

AD1.1

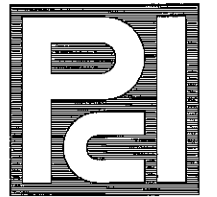


1 FLOOR PLAN
1/8" = 1'-0"



TDI ASSOCIATES, INC.
ARCHITECTURE & PLANNING

25217 SOUTH WIND LAKE ROAD
WIND LAKE, WISCONSIN 53185
PHONE 262-409-2550



PROFESSIONAL
CONSULTANTS, INC.

300 COTTONWOOD AVE # 7
HARTLAND, WISCONSIN 53029
(262) 367-6080

BOUCHER BODY
SHOP THIENSVILLE

207 SOUTH MAIN STREET
THIENSVILLE, WISCONSIN

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Sheet Title
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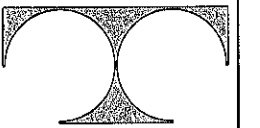
Date: 04-07-2023

Job No.: 23113.000

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Sheet No.

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TDI ASSOCIATES, INC.
ARCHITECTURE & PLANNING

25217 SOUTH WIND LAKE ROAD
WIND LAKE, WISCONSIN 53185
PHONE 262-409-2530

BOUCHER BODY SHOP THIENSVILLE

207 SOUTH MAIN STREET
THIENSVILLE, WISCONSIN

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Sheet Title
ELEVATIONS

Issued For: _____ Date: _____

Existing

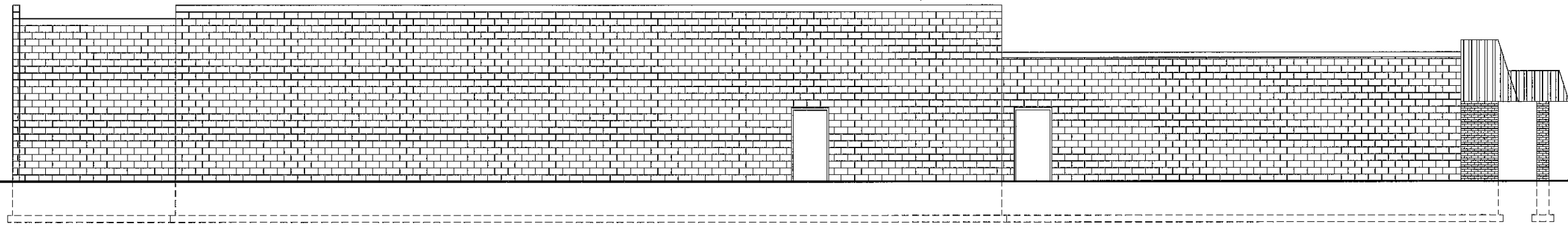
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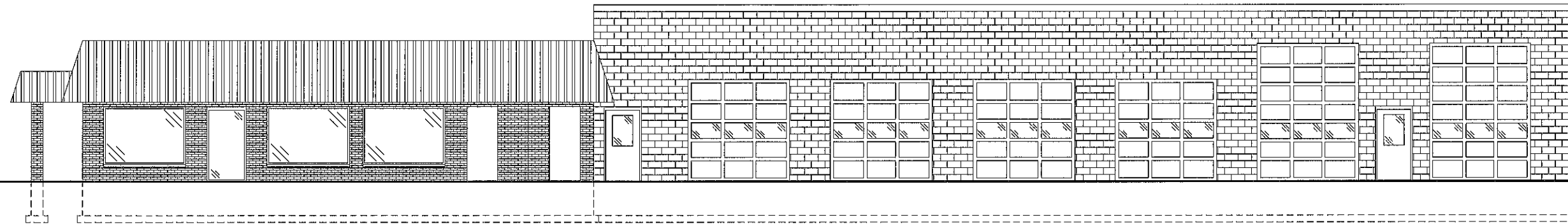
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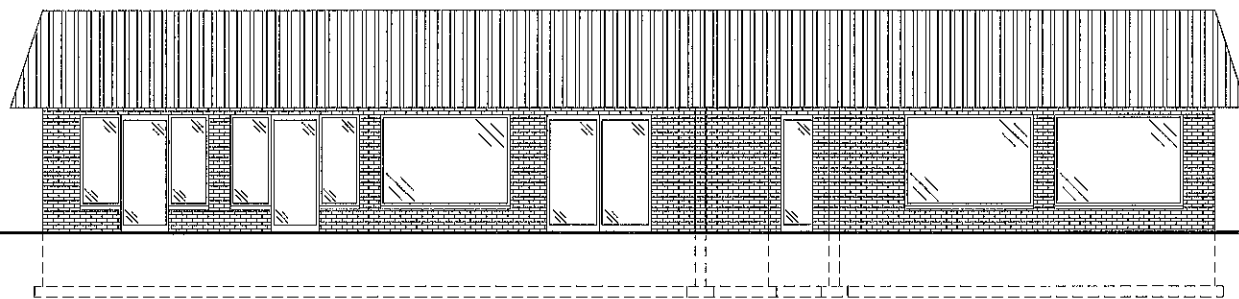
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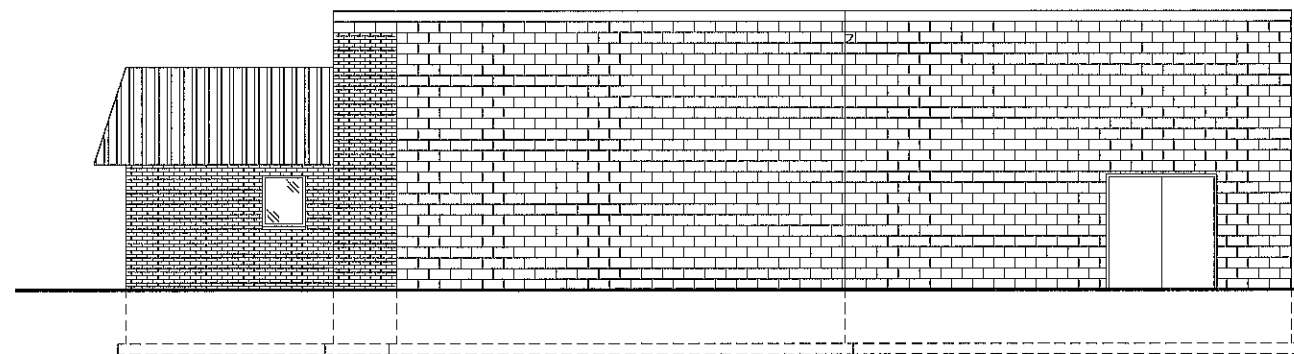
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3/16"=1'-0"



② NORTH ELEVATION
3/16"=1'-0"



③ EAST ELEVATION
3/16"=1'-0"



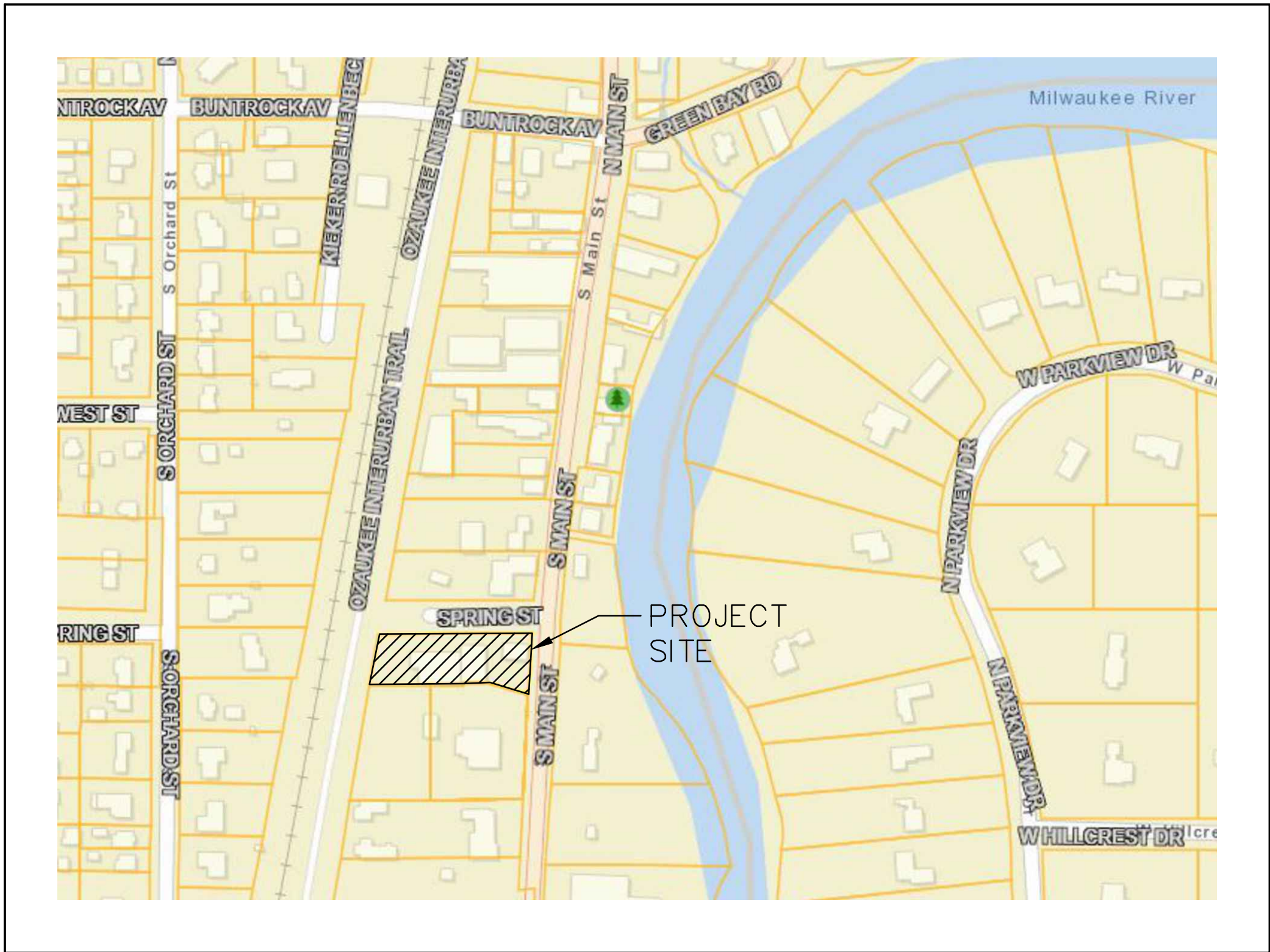
④ WEST ELEVATION
3/16"=1'-0"

SITE CIVIL AND LANDSCAPE PLANS
FOR

BOUCHER BODY SHOP - THIENSVILLE

201-207 SOUTH MAIN STREET
THIENSVILLE, WI

VICINITY MAP



PLAN INDEX

SHEET NO.	DESCRIPTION
C000	COVER SHEET
1 OF 1	ALTA LAND TITLE SURVEY
C100	EXISTING CONDITIONS, DEMOLITION AND EROSION CONTROL PLAN
C200	SITE PLAN
C300	GRADING PLAN
C400	UTILITY PLAN
C500	DETAILS
C600	SPECIFICATIONS

LEGEND
(PROPOSED FEATURES)

- TREE REMOVAL
- EXISTING CONCRETE PAVEMENT TO BE REMOVED
- EXISTING ASPHALT PAVEMENT TO BE REMOVED
- EXISTING GRAVEL TO BE REMOVED
- EXISTING BUILDING/STRUCTURE TO BE REMOVED
- SAWCUT LINE
- PROPOSED PROPERTY LINE
- PROPOSED SITE LIGHTING (DESIGNED BY OTHERS, FOR REFERENCE ONLY)
- MONUMENT SIGNS (CONSTRUCTION DETAILS BY OTHERS)
- SIGN
- HEAVY-DUTY CONCRETE PAVEMENT
- CONCRETE SIDEWALK
- HEAVY-DUTY ASPHALT PAVEMENT
- STANDARD-DUTY ASPHALT PAVEMENT
- COLORED AND STAMPED CONCRETE
- PROPOSED 18" REJECT CURB & GUTTER (AS SHOWN ON SITE PLAN)
- PROPOSED 18" STANDARD CURB & GUTTER (AS SHOWN ON SITE PLAN)
- PROPOSED ACCESSIBLE PAVEMENT MARKING
- VAN
- PROPOSED TYPE 3 CURB RAMP (SEE DETAIL SHEET. NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)
- PROPOSED TYPE 3A CURB RAMP (SEE DETAIL SHEET. NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)
- PROPOSED TYPE 4 CURB RAMP (SEE DETAIL SHEET. NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)
- PROPOSED TYPE 4A CURB RAMP (SEE DETAIL SHEET. NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)
- PROPOSED TYPE 7 CURB RAMP (SEE DETAIL SHEET. NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)
- DOOR
- STRUCTURAL RETAINING WALL - (DESIGNED BY OTHERS)
- PROPOSED 0.5-FOOT GRADE CONTOUR (ONLY USED WHEN CRITICAL)
- PROPOSED 1-FOOT GRADE CONTOUR
- PROPOSED 5-FOOT GRADE CONTOUR
- PROPOSED SPOT GRADE
- PROPOSED TOP OF CURB
- PROPOSED FINISHED SURFACE GRADE ADJACENT TO TOP OF WALL
- PROPOSED FINISHED SURFACE GRADE ADJACENT TO BASE OF WALL
- PROPOSED EROSION CONTROL BALE
- TEMPORARY DITCH CHECK
- PROPOSED INLET PROTECTION
- PROPOSED SILT FENCE
- PROPOSED TEMPORARY DIVERSION SWALE & BERM
- PROPOSED LEVEL SPREADER
- PROPOSED STONE TRACKING MAT
- PROPOSED PERMANENT TURF REINFORCEMENT MAT
- EROSION CONTROL BLANKET
- PROPOSED RIPRAP
- PROPOSED GAS LINE
- PROPOSED ELECTRIC LINE
- PROPOSED TELEPHONE LINE
- PROPOSED WATER MAIN
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED FIRE DEPARTMENT CONNECTION
- PROPOSED WATER VALVE
- PROPOSED FIRE HYDRANT
- PROPOSED INLET/ CB
- PROPOSED STORM MANHOLE
- PROPOSED AREA DRAIN
- PROPOSED SANITARY MANHOLE

LEGEND

- () INDICATES RECORDED DIMENSION WHERE DIFFERENT FROM ACTUAL MEASUREMENT
- OR SECTION OR 1/4 SECTION CORNER AS DESCRIBED
- 1" DIA. IRON PIPE FOUND (UNLESS OTHERWISE NOTED)
- 1" DIA. IRON PIPE, 18" LONG-SET (UNLESS OTHERWISE NOTED)
- BOLLARD
- SOIL BORING/MONITORING WELL
- FLAGPOLE
- MAILBOX
- SIGN
- BILLBOARD
- AIR CONDITIONER
- CONTROL BOX
- TRAFFIC SIGNAL
- RAILROAD CROSSING SIGNAL
- CABLE PEDESTAL
- POWER POLE
- GUY POLE
- GUY WIRE
- LIGHT POLE
- SPOT/YARD/PEDESTAL LIGHT
- HANDICAPPED PARKING
- ELECTRIC MANHOLE
- ELECTRIC PEDESTAL
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- MARKED FIBER OPTIC
- GAS VALVE
- GAS METER
- GAS WARNING SIGN
- STORM MANHOLE
- ROUND INLET
- SQUARE INLET
- STORM SEWER END SECTION
- SANITARY MANHOLE
- SANITARY CLEANOUT OR SEPTIC VENT
- SANITARY INTERCEPTOR MANHOLE
- MISCELLANEOUS MANHOLE
- WATER VALVE
- HYDRANT
- WATER SERVICE CURB STOP
- WATER MANHOLE
- WELL
- WATER SURFACE
- WETLANDS FLAG
- MARSH
- CONFEROUS TREE
- DECIDUOUS TREE
- SHRUB
- EDGE OF TREES
- SANITARY SEWER
- STORM SEWER
- WATERMAIN
- MARKED GAS MAIN
- MARKED ELECTRIC
- OVERHEAD WIRES
- BUREAU ELEC. SERV.
- MARKED TELEPHONE
- MARKED CABLE TV LINE
- MARKED FIBER OPTIC
- INDICATES EXISTING CONTOUR ELEVATION
- INDICATES EXISTING SPOT ELEVATION
- EXISTING PROPERTY LINE
- EXISTING EASEMENT LINE

ENGINEER AND LANDSCAPE ARCHITECT:

raSmith

CREATIVITY BEYOND ENGINEERING

RYAN J. LANCOUR, P.E. PROJECT MANAGER
PH: (262) 317-3259

PROPERTY OWNER:

BOUCHER HOLDINGS LLC
4141 S. 108TH STREET
GREENFIELD, WI 53228
PH: (414) 427-4141

DEVELOPER:

CHAD KEMNITZ, PRESIDENT
PROFESSIONAL CONSULTANTS, INC.
300 COTTONWOOD AVENUE, #7
HARTLAND, WI 53029
PH: (262) 367-6080



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PLAN DATE: 09/18/2023

REVISIONS	ISSUE DATE	SHEET NO.'S	ISSUED FOR:

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

raSmith
CREATIVITY BEYOND ENGINEERING

Brookfield, WI | Milwaukee, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

BOUCHER BODY SHOP - THIENSVILLE
VILLAGE OF THIENSVILLE

COVER SHEET

PRELIMINARY
NOT FOR
CONSTRUCTION

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R.A. Smith, Inc.
DATE: 09/18/2023

SCALE: Custom

JOB NO. 3230119

PROJECT MANAGER:
RYAN J. LANCOUR, P.E.

DESIGNED BY: CRR

CHECKED BY: JJJ

SHEET NUMBER

C000

MILWAUKEE, ST PAUL & PACIFIC R.R. R.O.W.

WISCONSIN ELECTRIC POWER COMPANY R.O.W.

EAST LINE OF WISCONSIN ELECTRIC POWER COMPANY RIGHT-OF-WAY

12" C.M.P. INV.=661.94

12" C.M.P. INV.=662.47

12" C.M.P. INV.=663.03

12" C.M.P. INV.=663.59

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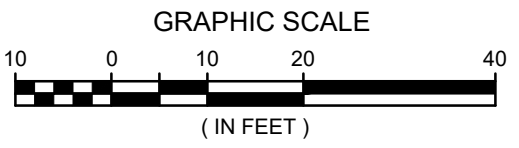
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12" C.M.P. INV.=755.43

12" C.M.P. INV.=755.99



LEGEND

- PROPERTY LINE
- EXISTING ASPHALT TO BE REMOVED
- EXISTING CONCRETE TO BE REMOVED
- SAWOUT EXISTING PAVEMENT TO ASSURE CLEAN FIT
- TEMPORARY INLET PROTECTION

DEMOLITION NOTES

- THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSAL IN A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES, OF ALL STRUCTURES, PADS, WALLS, FLUMES, FOUNDATIONS, PARKING, DRIVES, DRAINAGE, STRUCTURES, UTILITIES, ETC., SUCH THAT THE IMPROVEMENTS SHOWN ON THE REMAINING PLANS CAN BE CONSTRUCTED. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLE COMPACTED FILL MATERIAL PER THE SPECIFICATIONS.
- CONTRACTOR SHALL CAP EXISTING LATERALS AT R.O.W LINE UNLESS REQUIRED DIFFERENTLY BY AHS.
- THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING THE DEBRIS IN A LAWFUL MANNER. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION AND DISPOSAL.
- THE CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANY'S FORCES AND ANY FEES WHICH ARE TO BE PAID TO THE UTILITY COMPANY FOR THEIR SERVICES. THE CONTRACTOR IS RESPONSIBLE FOR PAYING ALL FEES AND CHARGES.
- THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ONSITE LOCATIONS OF EXISTING UTILITIES.
- ALL EXISTING SEWERS, PIPING AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF ALL SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH THE WORK.
- ELECTRICAL, TELEPHONE, CABLE, WATER, FIBER OPTIC CABLE AND/OR GAS LINES NEEDING TO BE REMOVED OR RELOCATED SHALL BE COORDINATED WITH THE AFFECTED UTILITY COMPANY. ADEQUATE TIME SHALL BE PROVIDED FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IS NECESSARY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE. CONTRACTOR SHALL PAY CLOSE ATTENTION TO EXISTING UTILITIES WITHIN THE ROAD RIGHT OF WAY DURING CONSTRUCTION.
- CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH FENCING, BARRICADES, ENCLOSURES, ETC.
- CONTINUOUS ACCESS SHALL BE MAINTAINED FOR THE SURROUNDING PROPERTIES AT ALL TIMES DURING DEMOLITION OF THE EXISTING FACILITIES.
- PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED.
- CONTRACTOR MAY LIMIT SAW-CUT & PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE IT IS REQUIRED AS SHOWN ON THESE CONSTRUCTION PLANS BUT IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENT ETC., THE CONTRACTOR SHALL BE RESPONSIBLE FOR ITS REMOVAL AND REPAIR.
- DAMAGE TO ALL EXISTING CONDITIONS TO REMAIN WILL BE REPLACED AT CONTRACTOR'S EXPENSE.

EROSION CONTROL NOTES

- EROSION CONTROL MEASURES MUST BE INSPECTED AND REPAIRED WEEKLY AND AFTER EACH RAIN TOTALING ONE-HALF INCH OR MORE.
- ANY SEDIMENT REACHING A PUBLIC OR PRIVATE ROAD OR SIDEWALK SHALL BE REMOVED BY STREET CLEANING, OTHER THAN FLUSHING, IMMEDIATELY.
- CONTRACTOR SHALL KEEP A COPY OF THE EROSION CONTROL PLANS AT THE PROJECT SITE AND PROVIDE COMPLETED EROSION CONTROL CHECK SHEETS TO THE CONSTRUCTION INSPECTOR. VILLAGE OF THIENSVILLE MAY REQUEST INSPECTION REPORTS AT ANY TIME.
- ALL EROSION CONTROL METHODS SHALL BE IN ACCORDANCE WITH WDNR TECHNICAL STANDARDS AND VILLAGE OF THIENSVILLE REQUIREMENTS AND STANDARDS.
- ALL EXPOSED SOIL AREAS NOT DISTURBED FOR UP TO 14 DAYS SHALL BE IMMEDIATELY RESTORED WITH SEED AND MULCH OR BY SOME OTHER MEANS IN ACCORDANCE WITH THE WDNR TECHNICAL STANDARDS AND VILLAGE OF THIENSVILLE EROSION CONTROL ORDINANCES.
- COPIES OF THE INSPECTION REPORTS SHALL BE KEPT AT THE PROJECT SITE FOR CITY ACCESS.
- DEWATERING, AS NEEDED, TO BE DONE ACCORDING TO WDNR STANDARD 1061
- DISTURBED AREAS THAT CANNOT BE STABILIZED WITH A DENSE GROWTH OF VEGETATION BY SEEDING AND MULCHING DUE TO TEMPERATURE (WINTER) OR TIMING OF CONSTRUCTION, SHALL BE STABILIZED BY APPLYING ANIONIC POLYACRYLAMIDE (PAM) IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1050.
- CONTRACTOR IS RESPONSIBLE FOR EROSION CONTROL MEASURES AND PERFORMING MAINTENANCE THROUGHOUT THE DURATION OF CONSTRUCTION ACTIVITIES.

ANTICIPATED CONSTRUCTION SEQUENCE

- INSTALL SILT FENCE, INLET PROTECTION, AND STONE TRACKING PAD.
- STRIP TOPSOIL AND GRADE SITE IN INCREMENTS APPROPRIATE TO WORK. TOPSOIL STOCK PILES TO BE WRAPPED IN SILT FENCE OR HAULED OFF IMMEDIATELY.
- INSTALL ADDITIONAL EROSION AND SEDIMENT CONTROL BMPs WHEN SITE WORK AND GRADING ALLOWs.
- CONSTRUCT UTILITIES AND INSTALL ADDITIONAL STORM DRAIN INLET PROTECTION TO INLETS AS SOON AS THEY ARE CONSTRUCTED.
- PREPARE PARKING LOT SUBGRADE. INSTALL CURB AND GUTTER AND PAVE SITE.
- APPLY SEED FERTILIZER AND MULCH TO LANDSCAPE LAWN AREAS AS SOON AS POSSIBLE.
- CONTRACTOR SHALL REMOVE ALL REMAINING TEMPORARY EROSION CONTROL BMPs WHEN DISTURBED AREAS ARE STABILIZED AND NO LONGER SUSCEPTIBLE TO EROSION



Know what's below.
Call before you dig.

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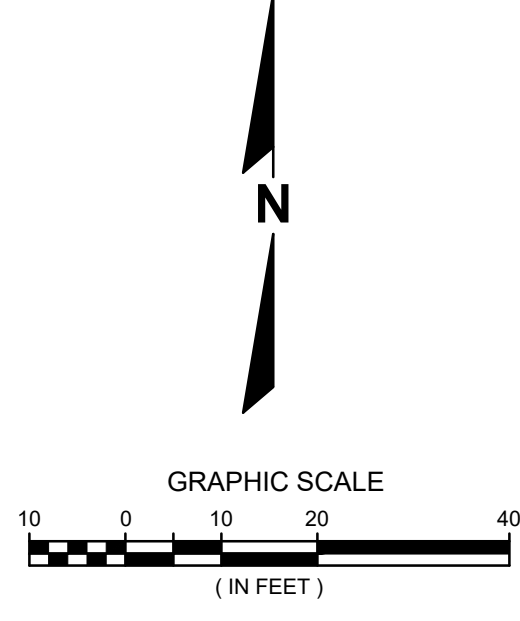
DESCRIPTION	
DATE	
16745 W. Bluemound Road Brookfield, WI 53005-5938 (262) 781-1000 rasmith.com	
raSmith CREATIVITY BEYOND ENGINEERING	
BOUCHER BODY SHOP - THIENSVILLE VILLAGE OF THIENSVILLE	
EXISTING CONDITIONS, DEMOLITION AND EROSION CONTROL PLAN	
© COPYRIGHT 2023 R.A. Smith, Inc.	
DATE: 09/18/2023	
SCALE: 1" = 20'	
JOB NO. 3230119	
PROJECT MANAGER: RYAN J. LANCOUR, P.E.	
DESIGNED BY: CRR	
CHECKED BY: JJJ	
SHEET NUMBER	
C100	

MILWAUKEE, ST PAUL & PACIFIC R.R. R.O.W.

WISCONSIN ELECTRIC POWER COMPANY R.O.W.

SPRING STREET

S.T.H. "57" S. MAIN ST.
A.K.A. N. GREEN BAY RD. & N. CEDARBURG RD.



LEGEND

- PROPERTY LINE
- PROPOSED 1-FOOT GRADE CONTOUR
- PROPOSED 5-FOOT GRADE CONTOUR
- PROPOSED SPOT GRADE
- PROPOSED TOP OF CURB
- EXISTING CONTOUR ELEVATION
- EXISTING SPOT ELEVATION

GRADING NOTES

ALL SIDEWALKS TO BE SLOPED AT LESS THAN 5.0% AND NO MORE THAN 2.0% CROSS SLOPE

THE PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED ACCORDING TO THE D.O.T. STANDARD SPECIFICATIONS, LOCAL ORDINANCES AND SPECIFICATIONS, AND RECOMMENDATIONS IN THE GEOTECHNICAL REPORT.

THE CONTRACTOR SHALL MAINTAIN SITE DRAINAGE THROUGHOUT CONSTRUCTION. THIS MAY INCLUDE THE EXCAVATION OF TEMPORARY DITCHES OR PUMPING TO ALLEVIATE WATER PONDING.

SILT FENCE AND OTHER EROSION CONTROL FACILITIES MUST BE INSTALLED PRIOR TO CONSTRUCTION OR ANY OTHER LAND DISTURBING ACTIVITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL EROSION CONTROL FACILITIES ONCE THE THREAT OF EROSION HAS PASSED WITH THE APPROVAL OF THE GOVERNING AGENCY.

THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATIONS OF ALL GRADING AND FOR ACTUAL LAND BALANCE, INCLUDING UTILITY TRENCH SPOIL. THE CONTRACTOR SHALL IMPORT OR EXPORT MATERIAL AS NECESSARY TO COMPLETE THE PROJECT.

GRADING SHALL CONSIST OF CLEARING AND GRUBBING EXISTING VEGETATION, STRIPPING TOPSOIL, REMOVAL OF EXISTING PAVEMENT OR FOUNDATIONS, IMPORTING OR EXPORTING MATERIAL TO ACHIEVE AND ON-SITE EARTHWORK BALANCE, GRADING THE PROPOSED BUILDING PAD AND PAVEMENT AREAS, SCARIFYING AND FINAL COMPACTION OF THE PAVEMENT SUBGRADE, AND PLACEMENT OF TOPSOIL.

NO FILL SHALL BE PLACED ON A WET OR SOFT SUBGRADE. THE SUBGRADE SHALL BE PROOF-ROLLED AND INSPECTED BY THE GEOTECHNICAL ENGINEER BEFORE ANY MATERIAL IS PLACED.



Know what's below.
Call before you dig.

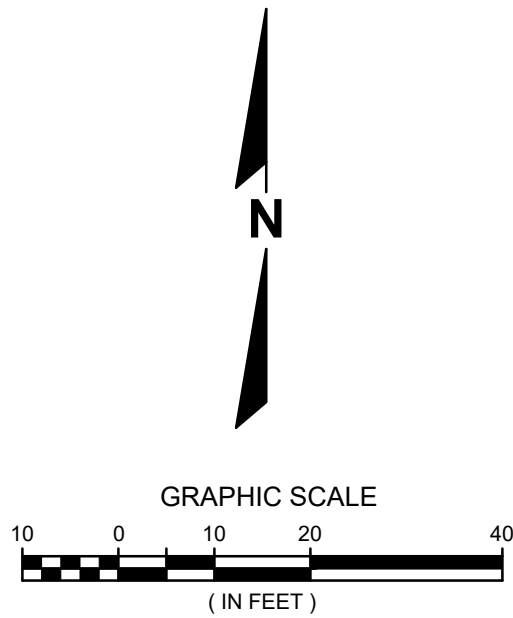
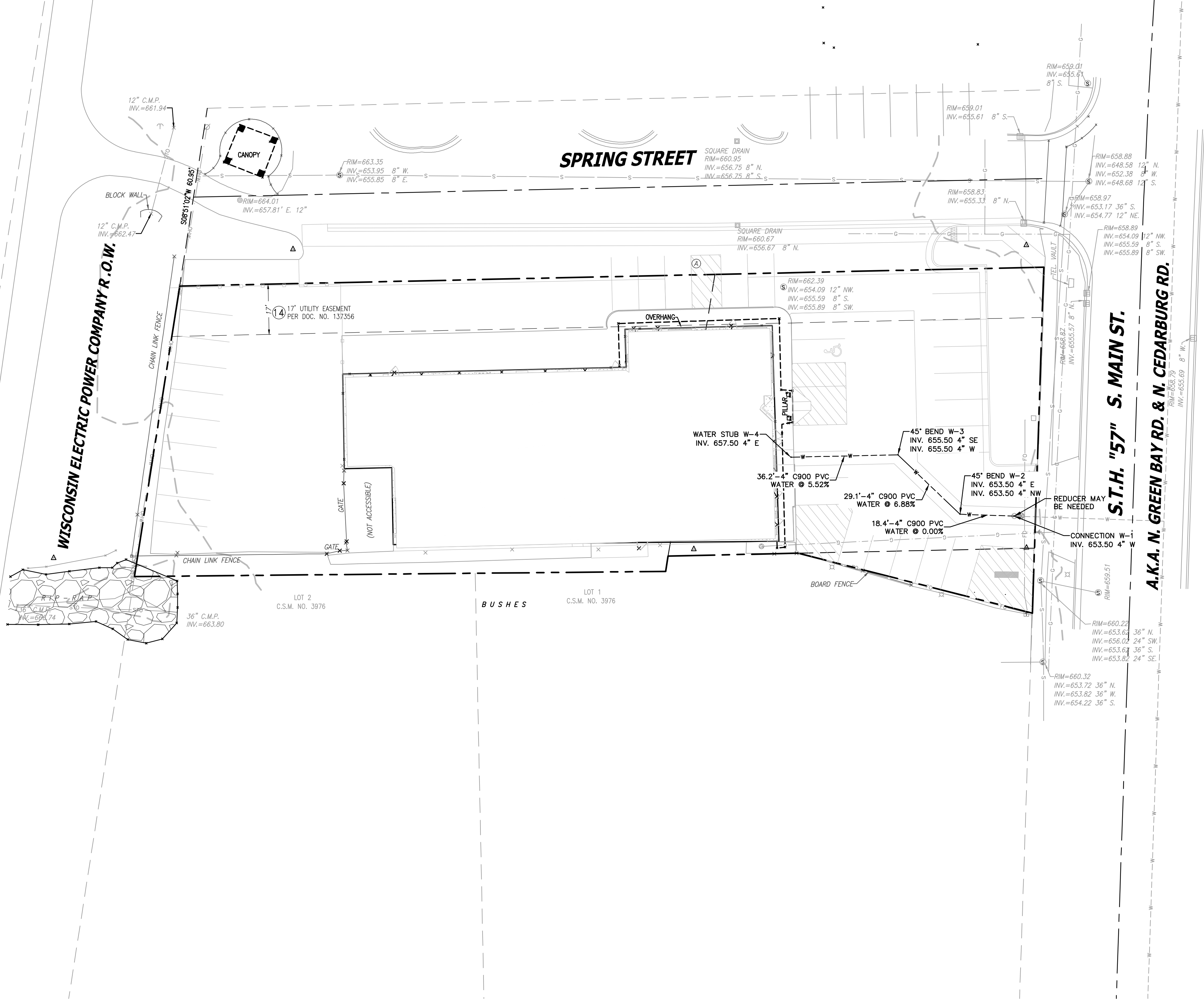
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DESCRIPTION	
DATE	
16745 W. Blumound Road Brookfield, WI 53005-5938 (262) 781-1000 rasmith.com	
raSmith CREATIVITY BEYOND ENGINEERING	
Brookfield, WI Milwaukee, WI Appleton, WI Madison, WI Cedarburg, WI Naperville, IL Irvine, CA	
BOUCHER BODY SHOP - THIENSVILLE VILLAGE OF THIENSVILLE	
GRADING PLAN	
© COPYRIGHT 2023 R.A. Smith, Inc.	
DATE: 09/18/2023	
SCALE: 1" = 20'	
JOB NO. 3230119	
PROJECT MANAGER: RYAN J. LANCOUR, P.E.	
DESIGNED BY: CRR	
CHECKED BY: JJJ	
SHEET NUMBER	
C300	

MILWAUKEE, ST PAUL & PACIFIC R.R. R.O.W.

WISCONSIN ELECTRIC POWER COMPANY R.O.W.



LEGEND

- PROPERTY LINE
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATER MAIN
- EXISTING TELEPHONE
- EXISTING ELECTRIC
- EXISTING GAS
- PROPOSED WATER MAIN
- EXISTING CATCH BASIN

GENERAL NOTES:

- ALL PIPE LENGTHS ARE TO CENTER OF EXISTING OR PROPOSED STRUCTURE.
- CONTRACTOR SHALL FIELD VERIFY ALL PROPOSED POINTS OF CONNECTION TO EXISTING PIPE, STRUCTURES OR KNOWN CROSSINGS PRIOR TO PROPOSED UTILITY CONSTRUCTION. CONTACT ENGINEER FOR POSSIBLE REDESIGN IF EXISTING PIPE SIZES OR INVERTS VARY FROM THIS PLAN.
- CONTRACTOR SHALL FIELD ADJUST ALL EXISTING UTILITY STRUCTURES TO PROPOSED GRADE WITHIN THE PROJECT LIMITS. SEE GRADING & DRAINAGE PLANS FOR PROPOSED RIM GRADES.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARDS SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN WISCONSIN, LATEST EDITION.
- CONTRACTOR TO FIELD LOCATE ALL EXISTING LATERAL LOCATIONS & ELEVATIONS PRIOR TO UTILITY CONSTRUCTION.
- ALL WATER SERVICES SHALL HAVE MINIMUM 6.0' OF COVER.
- CONTRACTOR SHALL COORDINATE FINAL SIZING WITH THE OWNER PRIOR TO PROCUREMENT OF THE GREASE INTERCEPTOR(S).
- CONTRACTOR TO MAINTAIN MINIMUM 18" CLEARANCE WHEN WATER MAIN CROSSES UNDER SANITARY SEWER, AND 6" MINIMUM UNDER STORM SEWER. PROVIDE 2" INSULATION BETWEEN WATER MAIN AND SEWER CROSSINGS WHERE THE VERTICAL SEPARATION IS LESS THAN 2.0'.
- ALL VALVES INSTALLED AT GREATER THAN 8 FEET OF DEPTH SHALL BE PROVIDED WITH VALVE STEM EXTENSIONS TO BRING THE OPERATING NUT UP TO A NORMAL DEPTH (EQUIVALENT TO A VALVE AT 8 FEET OF DEPTH). THE EXTENSION SHALL BE SECURED TO THE OPERATING NUT WITH AT LEAST 2 SET SCREWS DRILLED INTO THE NUT, PROVIDE A CENTERING RING AT THE TOP OF THE EXTENSION.



Know what's below.
Call before you dig.

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Brookfield, WI Milwaukee, WI Appleton, WI Madison, WI Cedarburg, WI Naperville, IL Irvine, CA	
BOUCHER BODY SHOP - THIENSVILLE VILLAGE OF THIENSVILLE	
UTILITY PLAN	
© COPYRIGHT 2023 R.A. Smith, Inc.	
DATE: 09/18/2023	
SCALE: 1" = 20'	
JOB NO. 3230119	
PROJECT MANAGER: RYAN J. LANCOUR, P.E.	
DESIGNED BY: CRR	
CHECKED BY: JJJ	
SHEET NUMBER	
C400	

KLOOSTER SITE & ARCHITECTUAL APPROVAL

To: Thiensville Plan Commission		Prepared by: Jon P Censky, Village Planner
		Date: October 10, 2023
General Information		
Applicant:	Lisa – Marie Klooster	
Status of Applicant:	Owner	
Location:	500 Lake Bluff Road	
Requested Action:	Site and Architectural Plan Approval	
Existing Zoning:	R-4 Multiple Family Residential District	
Proposed Zoning:	No Change	
Surrounding Zoning:	R-1 – East; R-4 West	
Lot Size:	18,300 sf	
Existing Land Use:	Vacant	

Report:
A review of Village records indicates that this site was rezoned to the R-4 District in August 2022 and staff calculates that this parcel is large enough to support 4 units. This site is located directly behind 525 Green Bay Road but fronts Lake Bluff Road across from the existing Lake Bluff Condominium development. The applicant owns this property and is proposing to construct two, 2-unit rental buildings, separated by a sidewalk and drainage/stormwater dispersion channel. The rental units are located on the lot in compliance with the 40’ front. 25’ rear, and the 15’ side yard setback requirements.

Architecture:
Architecturally, the applicant is proposing a style that is unique for the Village of Thiensville and for that reason she has submitted pictures of other unique structures found in the Village. The massive roofs slope towards the center of the site where rainwater will be collected in the centrally located landscape drainage channel and dispersed. The plans show a carport for four cars located off the southeast corner of the eastern two-family structure, designed to match the residential structures and south of that they propose the dumpster.

The building material will consist of L.P. Smartside Board and Batten siding and trim, painted SW Tricorn Black and the end separating walls will be of Rust Corrugated Metal panels. The buildings will be covered with Owens Corning Architectural Peppercorn shingles. The buildings and site will be lit

with a series of downlit fixtures. The applicant will be prepared to discuss the building design, lighting, and landscaping at Tuesday's meeting.

Landscaping and Dumpster:

The trash bin is proposed at the southeast corner of the parking lot and will be screened with a combination of Arborvitae, Sedum, Prairie Grasses and Black Eyed Susans. This screening will be continued along the entire east property line and along the north property line to screen the separating sidewalk area where a decorative fence will be added.

Sign Plan:

The applicant will name this development 500 HOUSE and is proposing an identification sign to be located at their driveway entrance from Lake Bluff Road. The applicant will be prepared to discuss the size, height and design at Tuesday's meeting.

Staff Comments:

Staff's review indicates full compliance with the District Zoning requirements and therefore approval should be conditioned on the following:

- Director Andy LaFond's review and approval of the grading, drainage, and erosion control plans.
- The applicant shall submit a detailed sign plan.
- Securing a building permit prior to construction.



Village of Thiensville

Plan Commission Application



Property Address: 500 Lake Bluff Rd., Thiensville WI 53092

12-050-01-21-002

Tax Key #

R4

Current Zoning

Property Owner

Lisa-Marie Klooster

Name

4614 W Heidel Rd., Me

Address

231-409-1600

Phone

lisamarie.klooster@gm

Email address

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.

4 Unit rental property

Applicant's Signature

09/14/23

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.
- ☒ 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: Building Permit

Submitted to Village Planner on 9/14/23 Planner Staff Report Completed on _____

Plan Commission Meeting Date 10/10/23

☐ Historic Preservation Approval (if needed) on N/A

ADDITIONAL REMARKS/CONDITIONS:

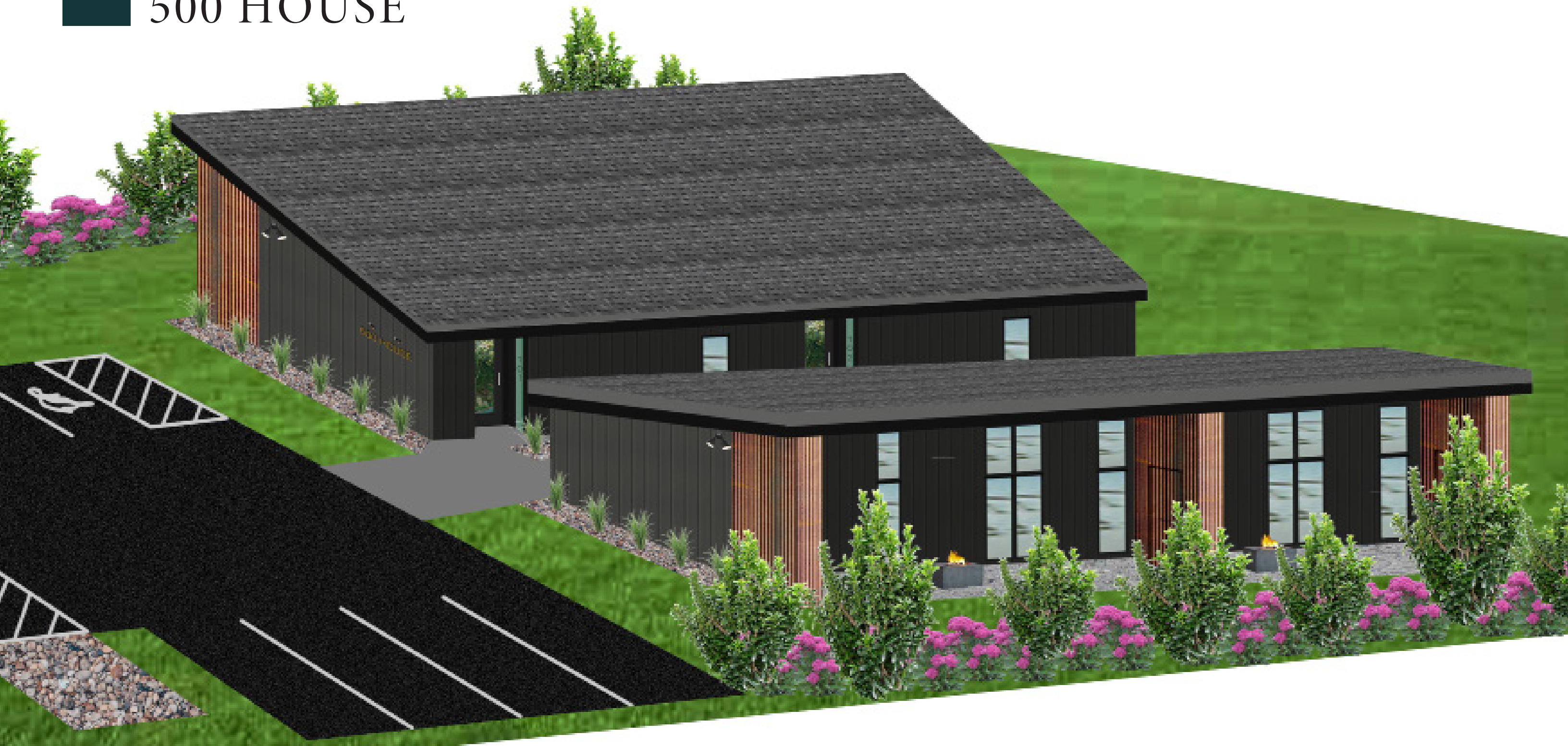
Village Staff

Title

Date

500 LAKE BLUFF RD.

500 HOUSE



NEW CONSTRUCTION RENTAL - 4 UNITS

VILLAGE OF THIENSVILLE



**PRESENTED
PROJECT**

PROJECT NAME
500 HOUSE

LOCATION
500 LAKE BLUFF RD.

DESIGNED BY
LISA-MARIE KLOOSTER

DATE
08/15/2023

KLOO INC.

MEQUON • WI
231.409.1600

Similar Architectural Elements



PRESENTED PROJECT

PROJECT NAME

500 HOUSE

LOCATION

500 LAKE BLUFF RD.

DESIGNED BY

LISA-MARIE KLOOSTER

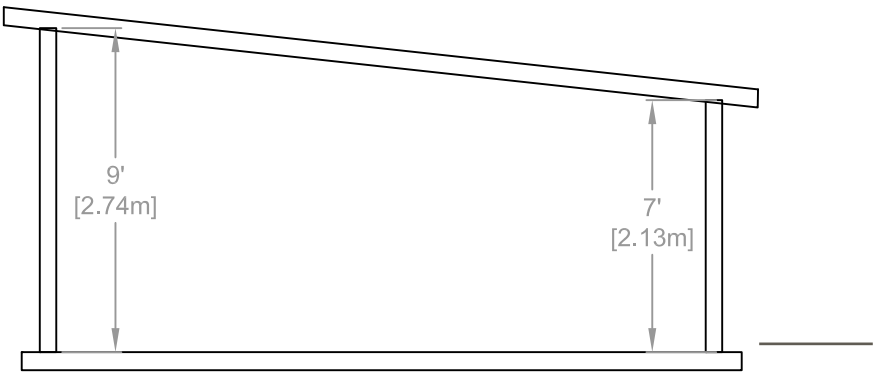
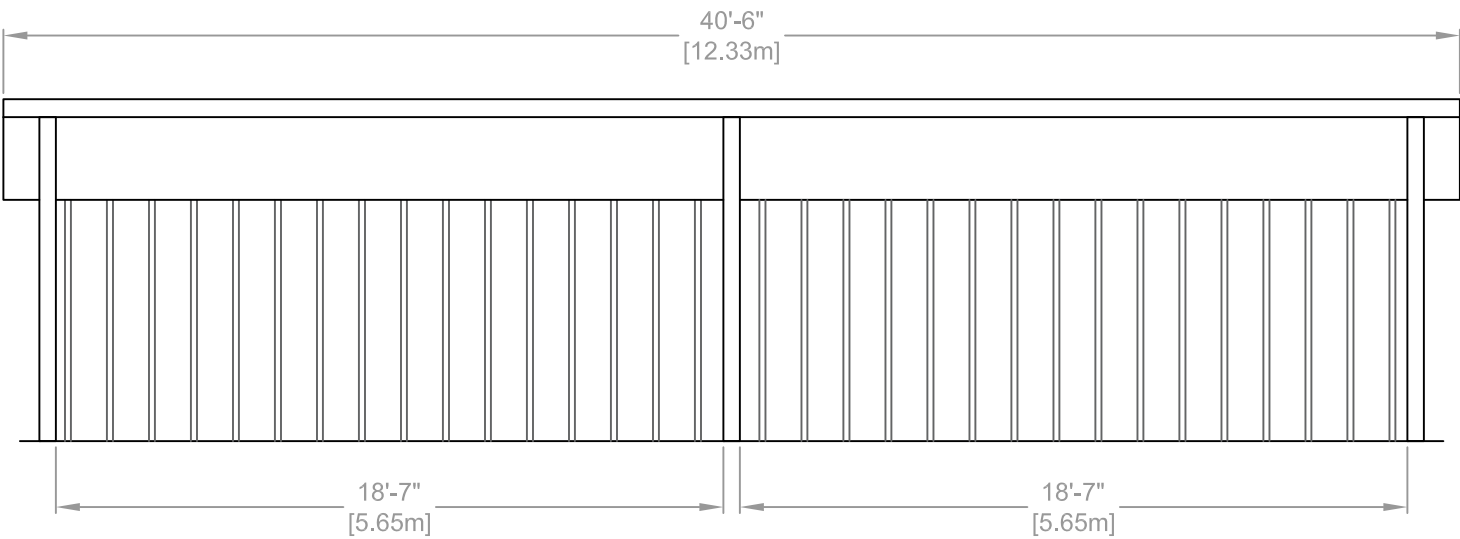
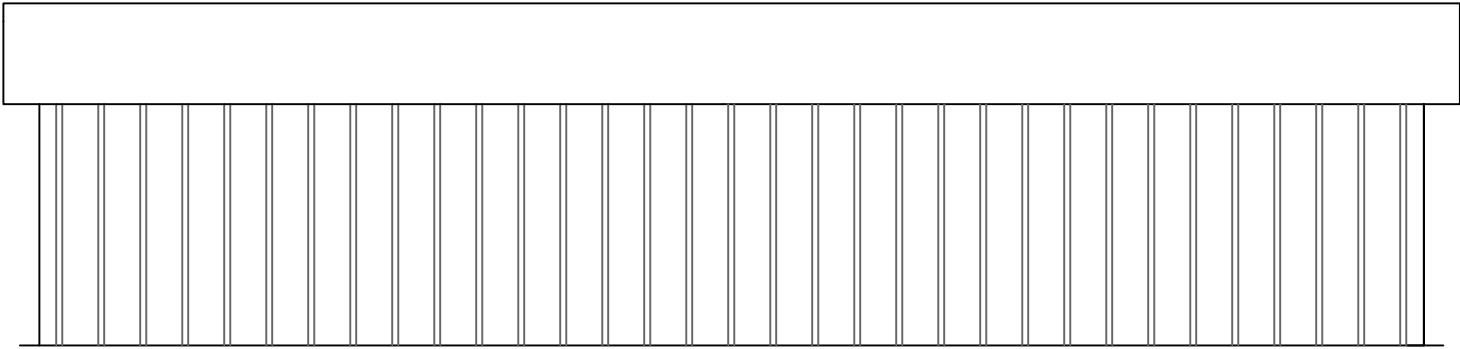
DATE

08/15/2023

KLOO INC.

MEQUON • WI
231.409.1600

Carport - 4 Spaces



PRESENTED
PROJECT

PROJECT NAME
500 HOUSE

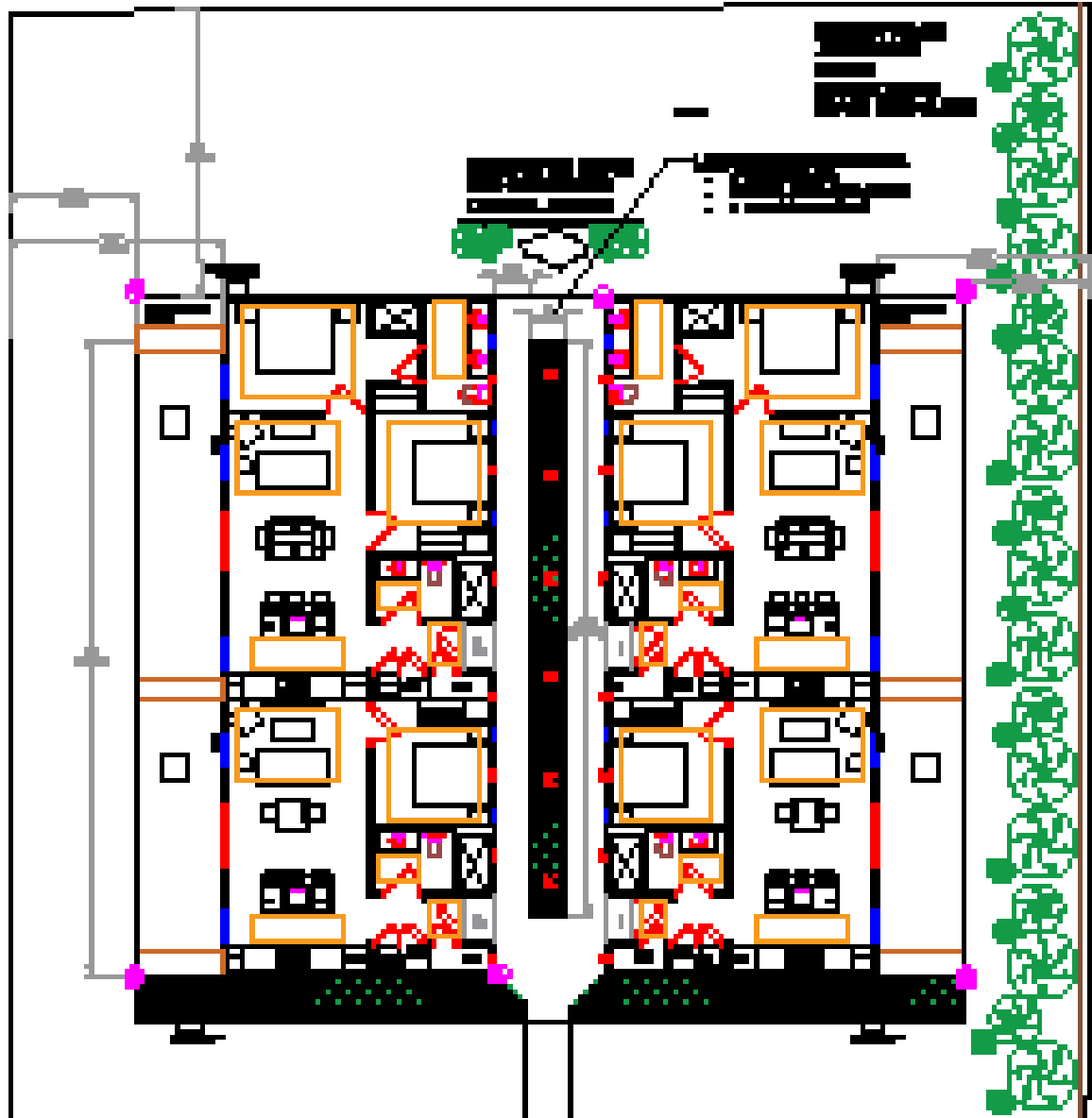
LOCATION
500 LAKE BLUFF RD.

DESIGNED BY
LISA-MARIE KLOOSTER

DATE
08/15/2023

KLOO INC.

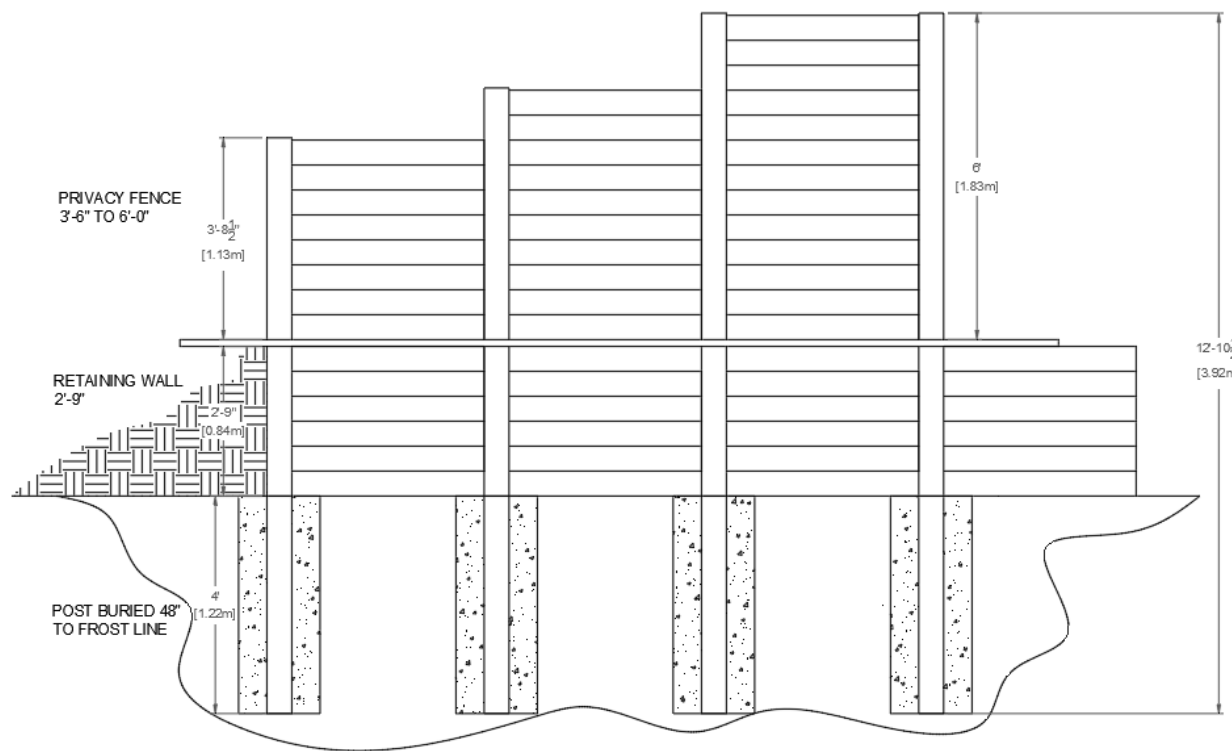
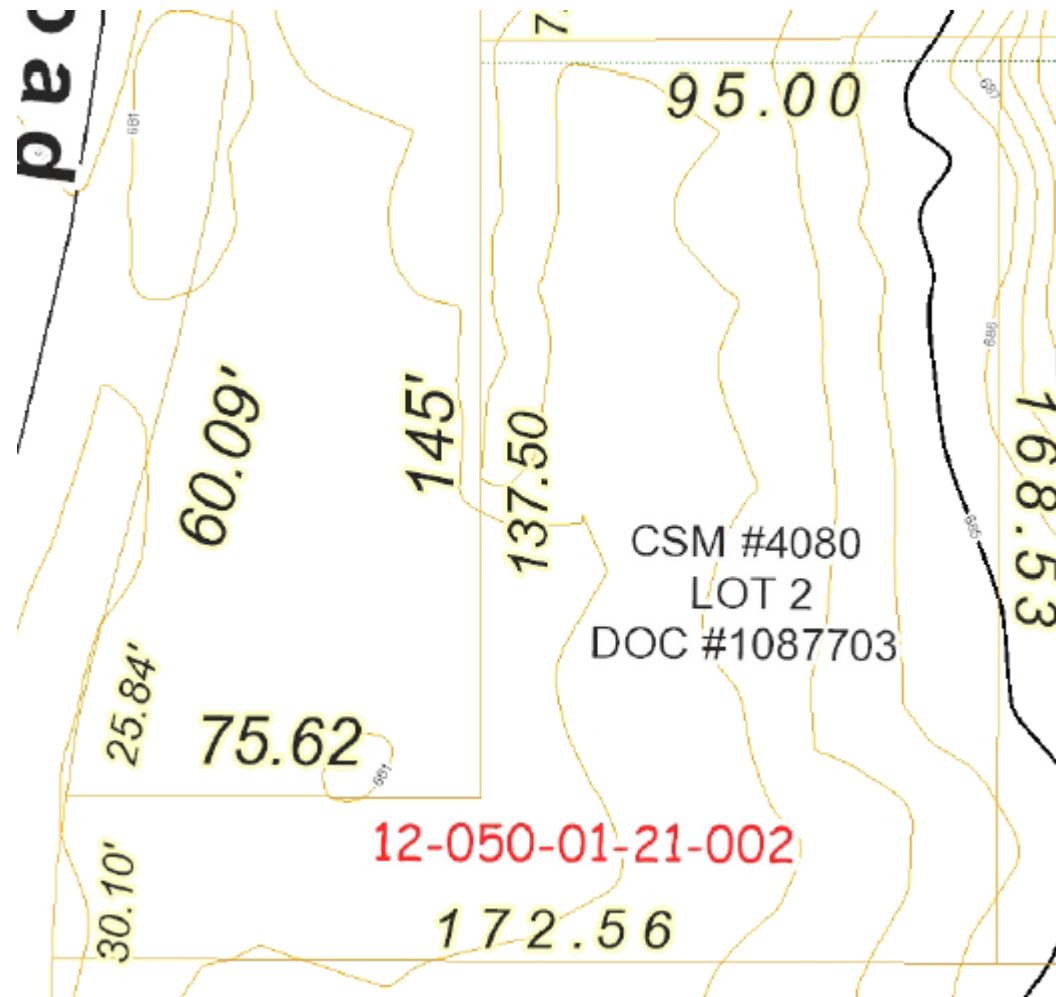
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Wooden retaining wall / fence combination



Entrance elevation at 683



PRESENTED PROJECT

PROJECT NAME

500 HOUSE

LOCATION

500 LAKE BLUFF RD.

DESIGNED BY

LISA-MARIE KLOOSTER

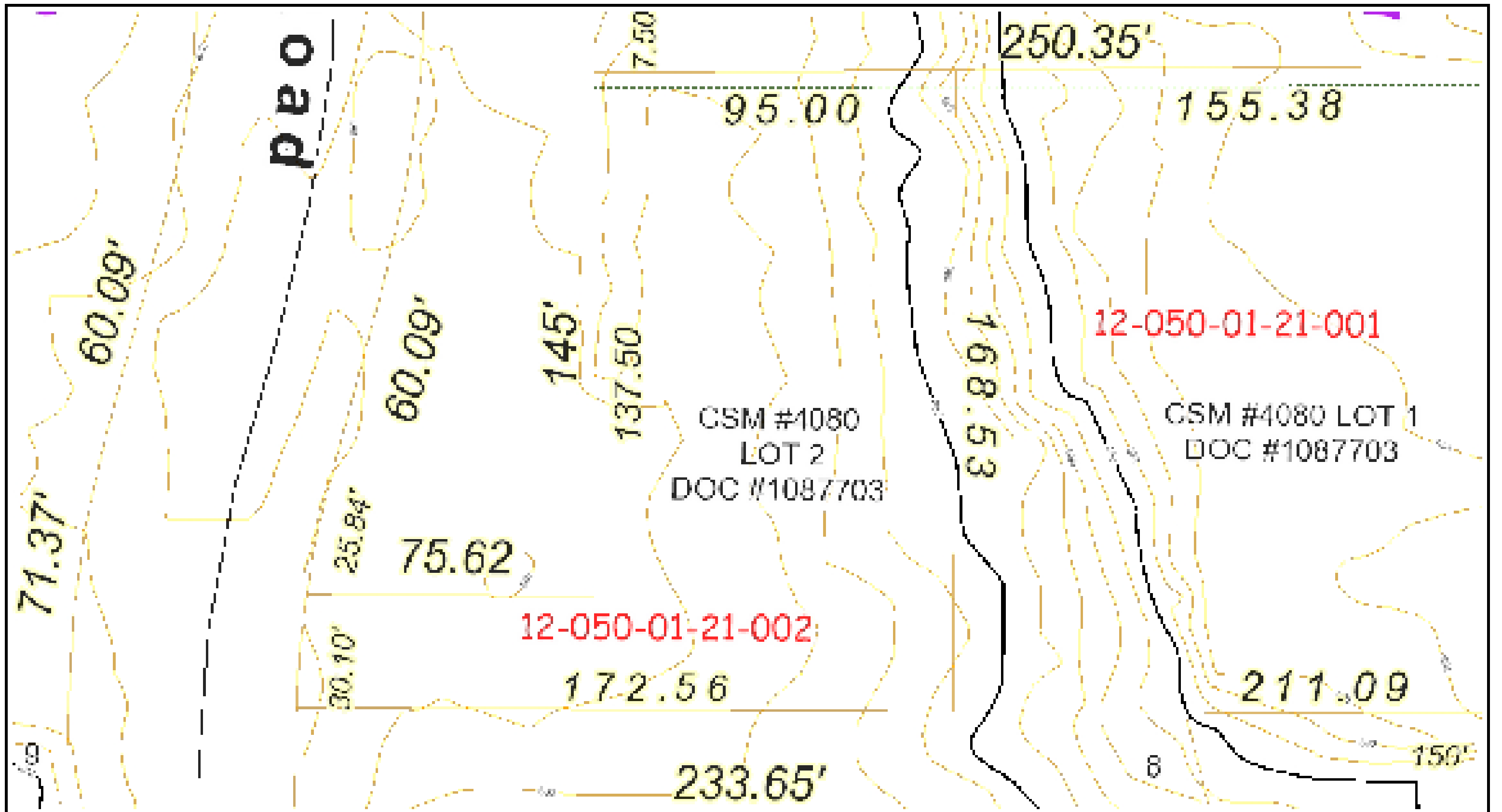
DATE

08/15/2023

KLOO INC.

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231.409.1600



Village of Tionnawille



SCALE: 1" = 50'



Village of Tionnawille
200 Main Street
Tionnawille, NY 12168
518-462-4700

Page 1 of 1

For information only. This document is not a legal instrument.

Entrance Sign - Cast Concrete
and/or Natural Stone
Approx. 7-8' wide x 5-6' tall



PRESENTED PROJECT

PROJECT NAME

500 HOUSE

LOCATION

500 LAKE BLUFF RD.

DESIGNED BY

LISA-MARIE KLOOSTER

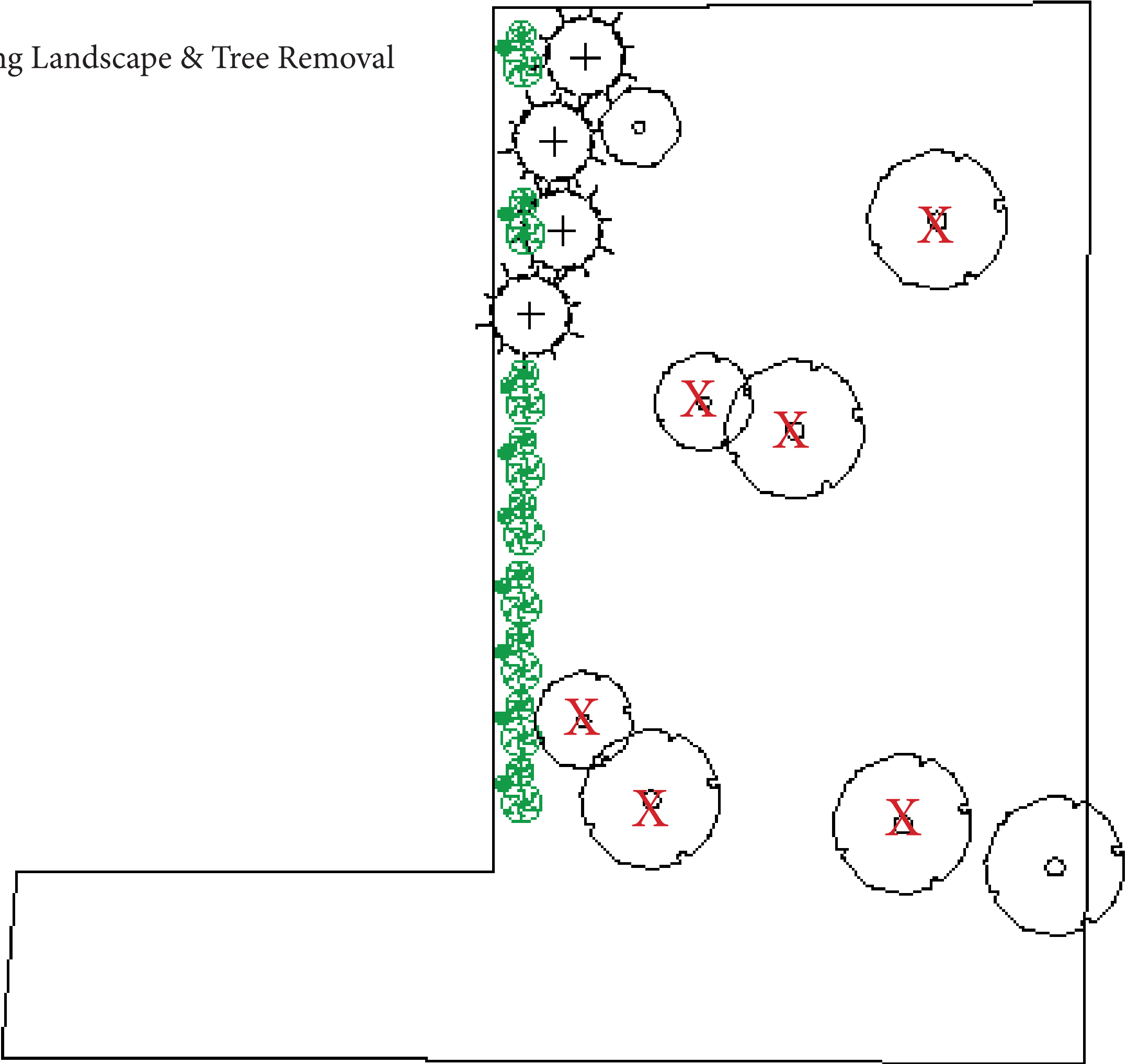
DATE

08/15/2023

KLOO INC.

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Existing Landscape & Tree Removal



PRESENTED
PROJECT

PROJECT NAME

500 HOUSE

LOCATION

500 LAKE BLUFF RD.

DESIGNED BY

LISA-MARIE KLOOSTER

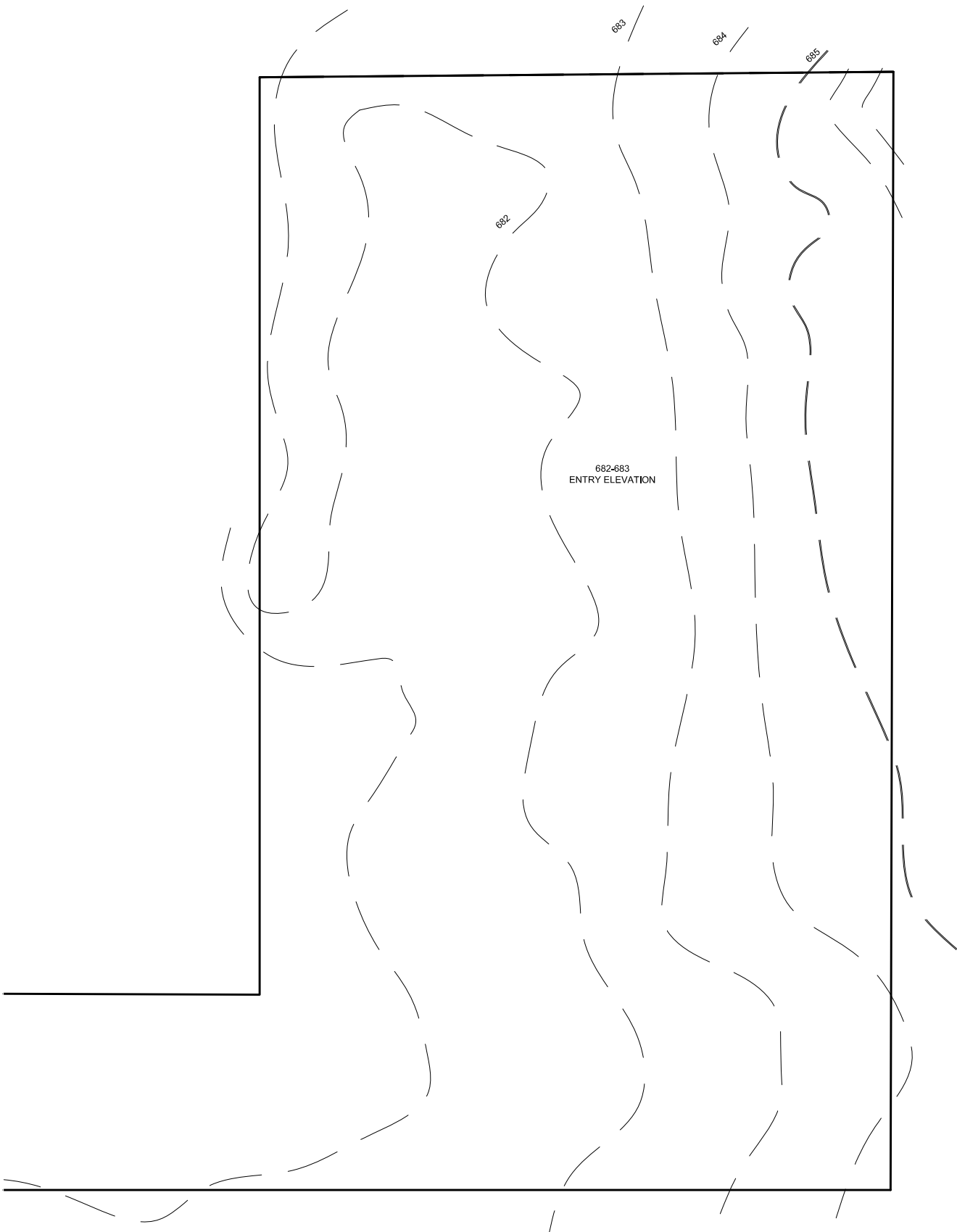
DATE

08/15/2023

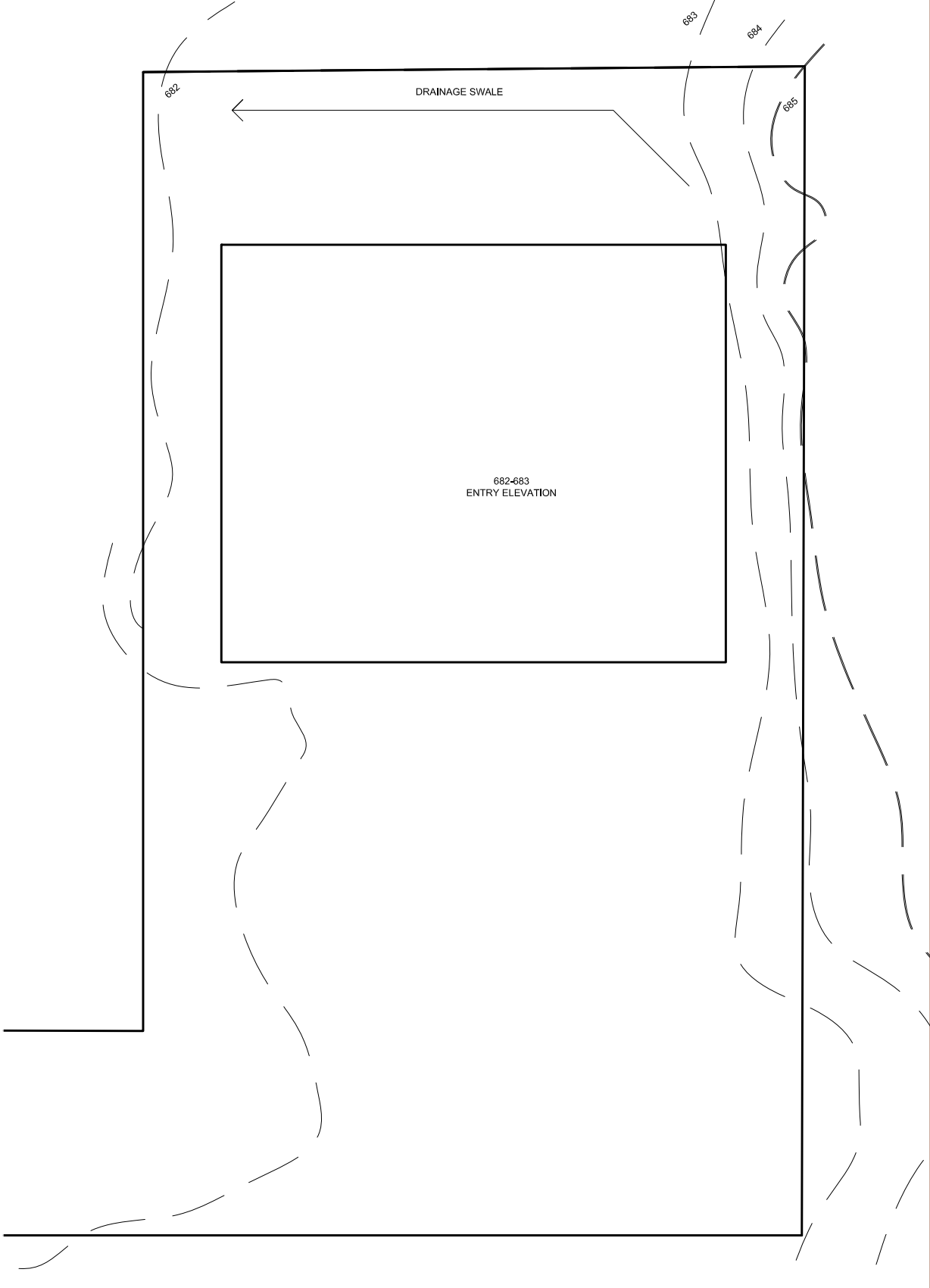
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231.409.1600

ELEVATION
EXISTING



ELEVATION
PROPOSED



PRESENTED
PROJECT

PROJECT NAME
500 HOUSE

LOCATION
500 LAKE BLUFF RD.

DESIGNED BY
LISA-MARIE KLOOSTER

DATE
08/15/2023

KLOO INC.

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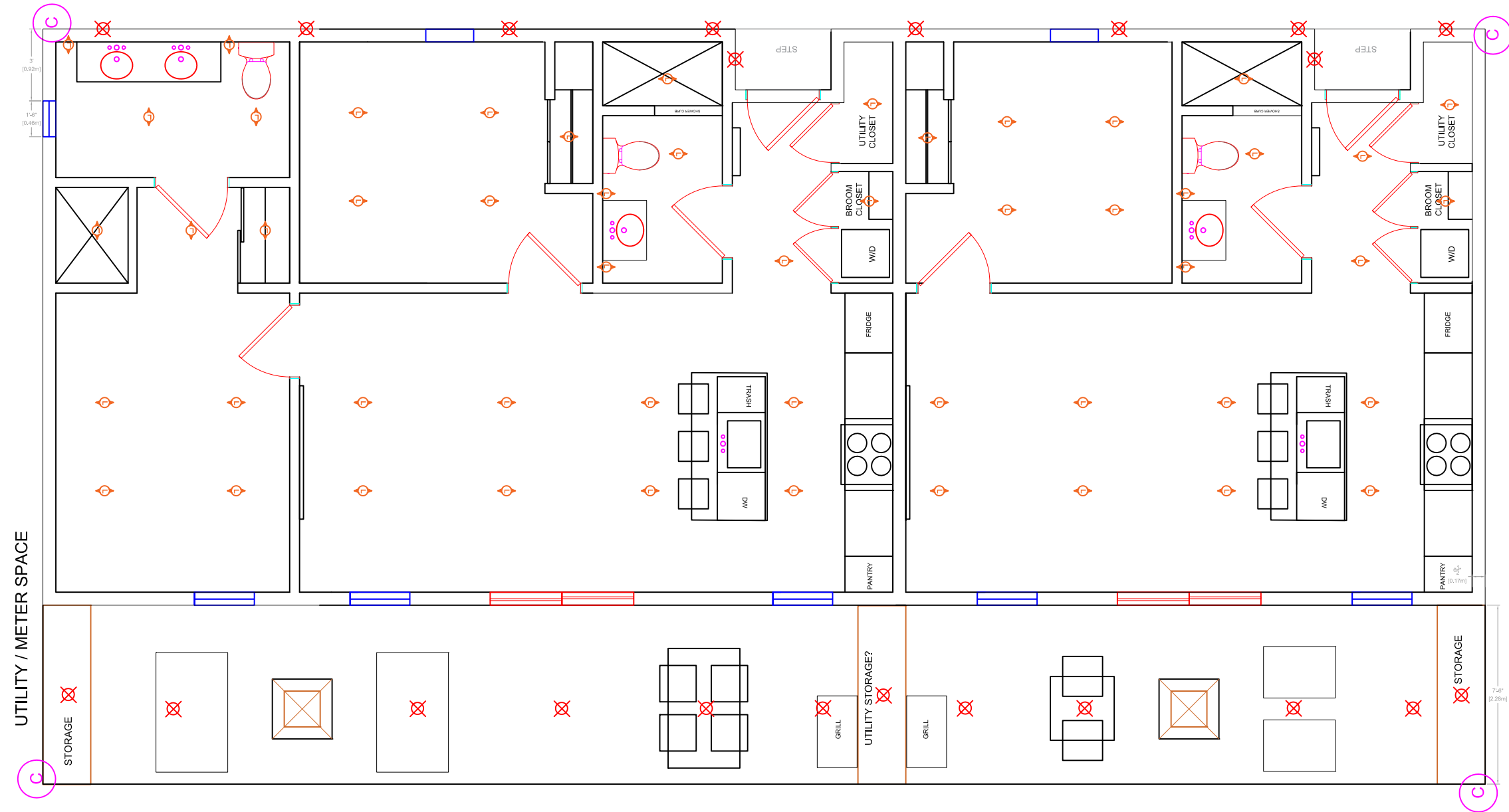
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LOCATION
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DESIGNED BY
LISA-MARIE KLOOSTER

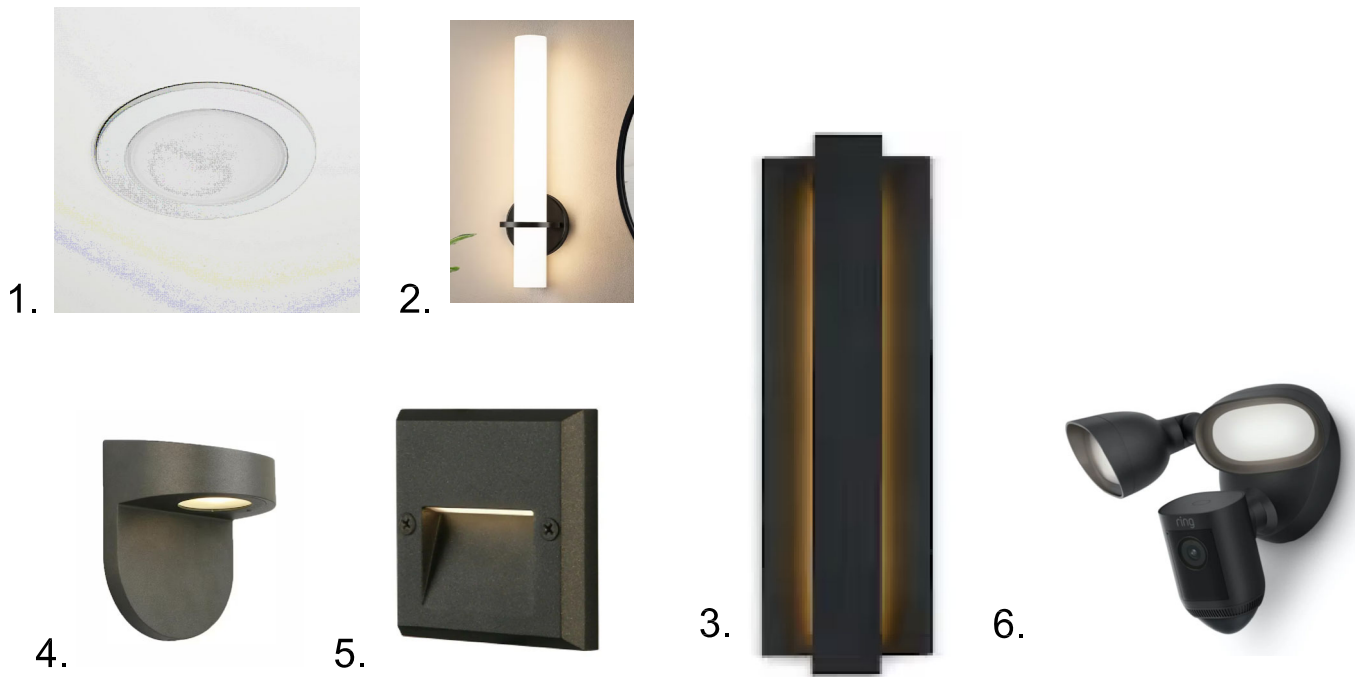
DATE
08/15/2023



SCALE: 3/16" = 1'

- EXTERIOR LIGHT LOCATION
- CAMERA LOCATION
- INTERIOR CAN LIGHT LOCATION

1. INTERIOR CANS
2. BATHROOM SCNCE
3. EXTERIOR SCNCE
4. SIGN LIGHTING
5. LANDSCAPE LIGHTING
6. SECURITY LIGHTS



KLOO INC.

MEQUON • WI
231.409.1600

LED LAMP

SPECIFICATIONS



Ideal For
5-6 Inch Recessed Downlight

Soft White
2700K

Features

- High Output Bright LEDs
- Instant On to Full Brightness
- Dimmable Down to 5%
- 50,000 Hour Life
- RoHS Compliant
- 5 Year Warranty
- Indoor / Suitable for Wet Locations
- UL Listed
- Energy Star®
- Soft White
- Title 20 Compliant

Housing Compatibility

- Suitable for type IC, type Non-IC and Air Tight Housings



Specifications

Item Number	Input Power (watts)	Incandescent Equiv. (watts)	Input Line Voltage
LED668/927/CA/MP/6	10.2	75	120
Base Type	Lumens	Lumen Efficiency (lm/w)	CCT
E26 Adapter	925	75	2700K
CRI	Housing	Life Hours	
90+	Fits 5"-6" housings	50,000	

Feit Electric Company

4901 Cragg Rd. Fico Kyoro, CA 90660

1-800-543-Feit

www.feit.com

1002 669 467

LED DECK/STEP LIGHT

BLACK FINISH
METAL CONSTRUCTION

5 YEAR
WARRANTY

BRIGHTNESS SCALE
1 2 3 4 5 6 7 8 9 10

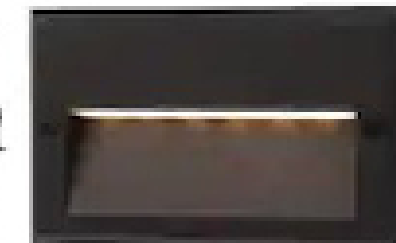
Assembled Dimensions:
5.5 in W x 3.3 in H x 0.6 in D
Dimensiones del
producto ensamblado:
13.9 cm AN x 8.3 cm AL x 1.5 cm PE



Included Emergency
Connector and 48 in Wire

5.5 in W
13.9 cm AN

3.3 in H
8.3 cm AL



MADE IN CHINA / HECHO EN CHINA

DISTRIBUTED BY / DISTRIBUIDO POR:
HOME DEPOT
2455 PACE FERRY ROAD
ATLANTA, GA 30339

FOR ASSISTANCE, CALL:
SI NECESITA AYUDA, LLAME AL:
1-855-HD-HAMPTON
HAMPTONDAY.COM

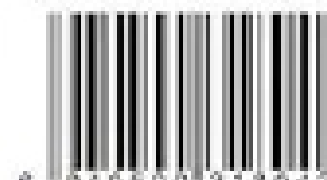


LIGHTING PERFORMANCE: RENDERING DE ILUMINACIÓN:	
3	Watts (Power Consumed) Watts (Energía consumida)
49	Lumens (Light Output) Lumens (Iluminación de luz)
Color Temperature Scale: Warm White (2700K), Bright White (5000K), Daylight (6500K)	

SCAN ME

with The Home Depot App
for more product information.
Escanea aquí con The Home Depot App
para obtener más información
sobre el producto.

MODEL / MODELO: JAD260 1LL



PRESENTED PROJECT

PROJECT NAME

500 HOUSE

LOCATION

500 LAKE BLUFF RD.

DESIGNED BY

LISA-MARIE KLOOSTER

DATE

08/15/2023

KLOO INC.

MEQUON • WI

231.409.1600

Page 73 of 99

PRESENTED PROJECT

PROJECT NAME
500 HOUSE
LOCATION
500 LAKE BLUFF RD.
DESIGNED BY
LISA-MARIE KLOOSTER
DATE
08/15/2023

1001 804 446

SMALL EXTERIOR

LED WALL LANTERN

BLACK FINISH

Frosted Glass Lens

Suitable for Uncovered Porches and Patios

4.8 in W x 6.1 in H x 4.1 in D
(assembled dimensions)

5 YEAR WARRANTY

4.1 in D
10.4 cm PR

6.1 in H
15.4 cm AL

4.8 in W
12.1 cm AN

LED LIGHTING PERFORMANCE

LIGHT OUTPUT (lumens)	333
WATTS	5.5
LUMENS PER WATT (lm/watt)	60.55
COLOR RENDERING (CRI)	90

LIGHT APPEARANCE (CCT)

3000K

2700K

3000K

3500K

4000K

5000K

Recycle Recycle

MADE IN CHINA
HECHO EN CHINA

DISTRIBUTED BY:
DISTRIBUTOR FOR:
HOME DEPOT
2455 PACOS PERRY ROAD
ATLANTA, GA 30329

FOR ASSISTANCE, CALL:
800 855 2746, LLAMA AL:
1-866-467-HAMPTON
HAMPTONBAY.COM

SCAN ME

with The Home Depot App
for more product information.

6 440560 317306

4.8 in W x 6.1 in H x 4.1 in D
(assembled dimensions)

12.1 in AN x 15.4 in AL x 10.4 in PR
(disassembled dimensions)

Minimum Starting Temperature -20 °C (-4 °F)
Temperature should not rise +20 °C (+67 °F)

LED LIGHTING PERFORMANCE

LIGHT OUTPUT (lumens)	333
WATTS	5.5
LUMENS PER WATT (lm/watt)	60.55
COLOR RENDERING (CRI)	90

LIGHT APPEARANCE (CCT)

3000K

2700K

3000K

3500K

4000K

5000K

All results according to EN64090-1 (EN 61300-1)
(Light Output may include integrated luminaire light source & fixture)
Note: All measurements performed in accordance with EN64090-1 (EN 61300-1)
performed with a spectrophotometer and in a dark chamber
(dark room) (dark box)

ida

DARK SKY APPROVED

International Dark Sky Association
IDA.org

Recycle Recycle

MADE IN CHINA
HECHO EN CHINA

DISTRIBUTED BY:
DISTRIBUTOR FOR:
HOME DEPOT
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HAMPTONBAY.COM

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for more product information.

6 440560 317306

Specifications

Dimensions: H 18.7 in, W 6 in, D 3 in

Sconce Type

Lantern

[See Similar Items](#)

Number of Lights

1 Light

[See Similar Items](#)

Power Source

Hardwired

[See Similar Items](#)

Light Direction

Down

[See Similar Items](#)

Damp/Wet Rating

Wet Rated

[See Similar Items](#)

Fixture Material

Metal

[See Similar Items](#)

Durability

Rust Resistant

Waterproof

Weather Resistant

Style

Modern

[See Similar Items](#)

Dimensions

Mounting Deck Height (in.)	18	Mounting Deck Width (in.)	6
Product Depth (in.)	3 in	Product Height (in.)	18.7 in
Product Width (in.)	6 in		

Details

Actual Color Temperature (K)	3000	Color Rendering Index (CRI)	90
Color Temperature	Soft White	Damp/Wet Rating	Wet Rated
Durability	Rust Resistant, Waterproof, Weather Resistant	Exterior Lighting Product Type	Sconce
Fixture Color/Finish	Black	Fixture Material	Metal
Included	Hardware Included	Indoor/Outdoor	Outdoor
Light Bulb Type Included	Integrated LED	Light Direction	Down
Lumens	600	Number of Lights	1 Light
Outdoor Lighting Features	Dimmable	Package Quantity	1
Power Source	Hardwired	Product Size	Large
Product Weight (lb.)	2.93 lb	Returnable	90-Day
Sconce Type	Lantern	Shade Material	Metal
Shape	Square	Style	Modern
Voltage Type	Line Voltage	Watt Equivalence	20

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231.409.1600

Page 74 of 99



Connection Type

Hardwired

See Similar Items

Shape

Cylinder

See Similar Items

Shade Material

Frosted Acrylic

See Similar Items

Dimensions			
Fixture Depth (in.)	4.13 in	Fixture Height (in.)	18.11 in
Fixture Width (in.)	4.72 in	Mounting Deck Height (in.)	4.72 in
Mounting Deck Width (in.)	4.72 in		

Details			
Actual Color Temperature (K)	3000	Color Rendering Index (CRI)	90
Color Temperature	Warm White	Connection Type	Hardwired
Damp/Wet Rating	Dry Rated	Features	Dimmable, Reversible Light Direction, Rust Resistant, Up & Down Lighting
Fixture Color Family	Black	Fixture Color/Finish	Black
Fixture Material	Aluminum	Included	Mounting Hardware
Light Bulb Type Included	Integrated LED	Light Connection	Direct to Plate
Light Direction	Adjustable	Lumens	1200
Mounting Deck Shape	Circle	Number of Lights	1 Light
Product Weight (lb.)	3.97 lb	Recommended Vanity Size (in.)	7
Returnable	90-Day	Shade Color Family	White
Shade Material	Frosted Acrylic	Shade Type	Standard
Shape	Cylinder	Switch Included	Without Switch
Watt Equivalence	40	Wattage (watts)	18



Power Type

Hardwired

See Similar Items

Outdoor Lighting Features

Adjustable Detection S
ensitivity
Motion Sensing
Networked Lights

Show More ▾

Watt Equivalence

24

See Similar Items

Included

Hardware Included
Light Bulb(s) Included
Mounting Hardware In
cluded

Details			
Color Rendering Index (CRI)	80	Color Temperature	Bright White
Detection Range (ft.)	70	Electrical Features	Weather Resistant
Exterior Lighting Product Type	Floodlight	Fixture Color/Finish	Black
Fixture Material	Plastic	Glass/Lens Type	Clear
Included	Hardware Included, Light Bulb(s) Included, Mounting Hardware Included	Light Beam Angle	180
Light Bulb Type Included	Smart LED Bulbs	Lumens	2000
Number of Lights	2 Lights	Outdoor Lighting Features	Adjustable Detection Sensitivity, Motion Sensing, Networked Lights, Weather Resistant, Weather Resistant
Pack Size	1 Pack	Power Type	Hardwired
Product Weight (lb.)	2.05 lb	Returnable	90-Day
Voltage Type	Line Voltage	Watt Equivalence	24

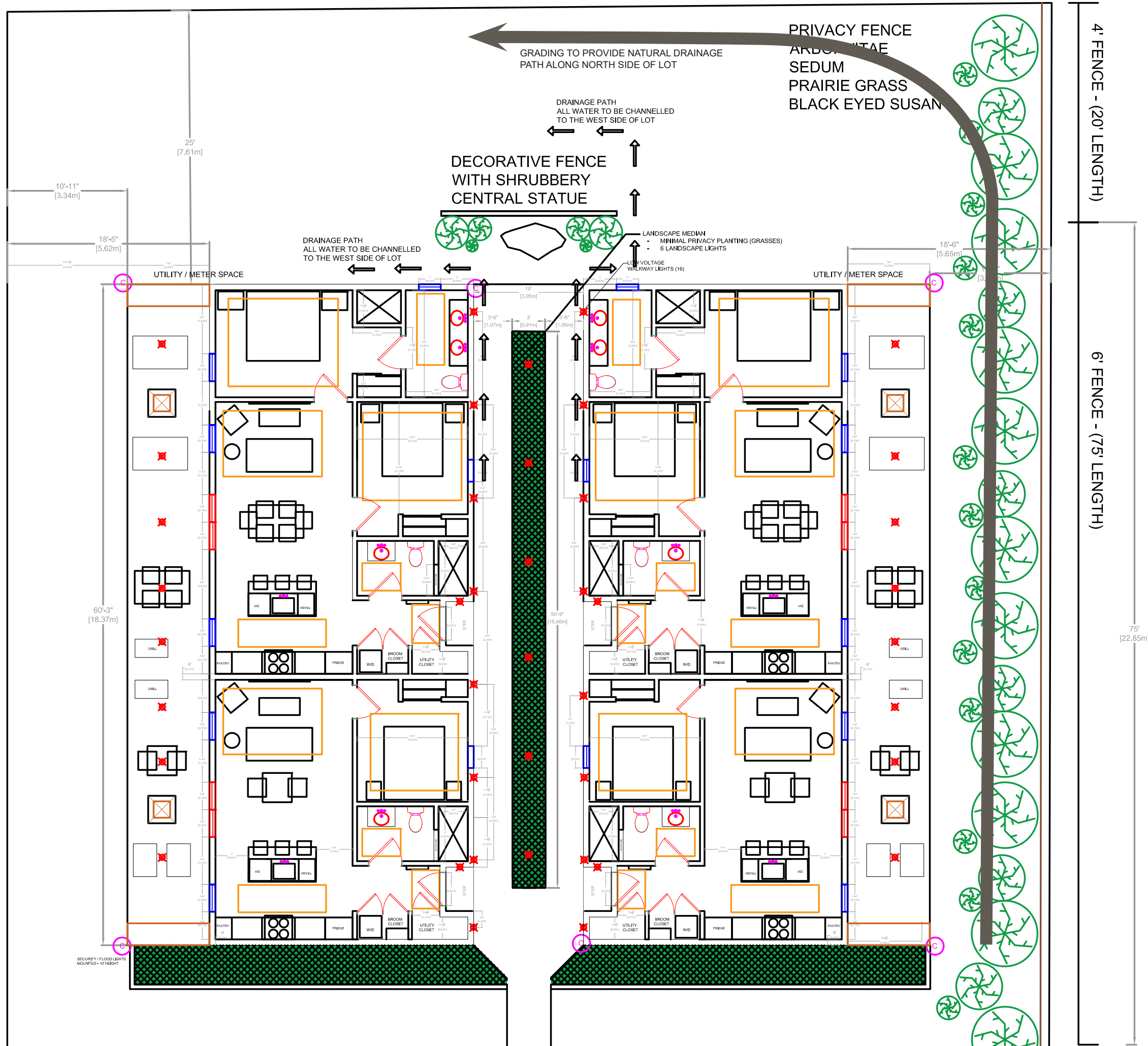
PRESENTED
PROJECT

PROJECT NAME
500 HOUSE

LOCATION
500 LAKE BLUFF RD.

DESIGNED BY
LISA-MARIE KLOOSTER

DATE
08/15/2023



PRESENTED PROJECT

PROJECT NAME
500 HOUSE

LOCATION
500 LAKE BLUFF RD.

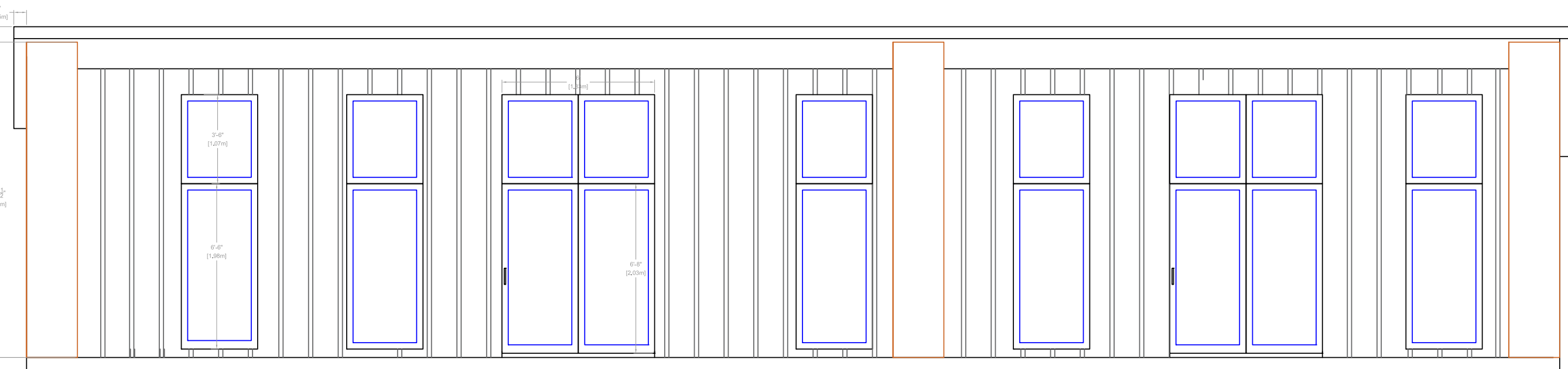
DESIGNED BY
LISA-MARIE KLOOSTER

DATE
08/15/2023

KLOO INC.

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08/15/2023



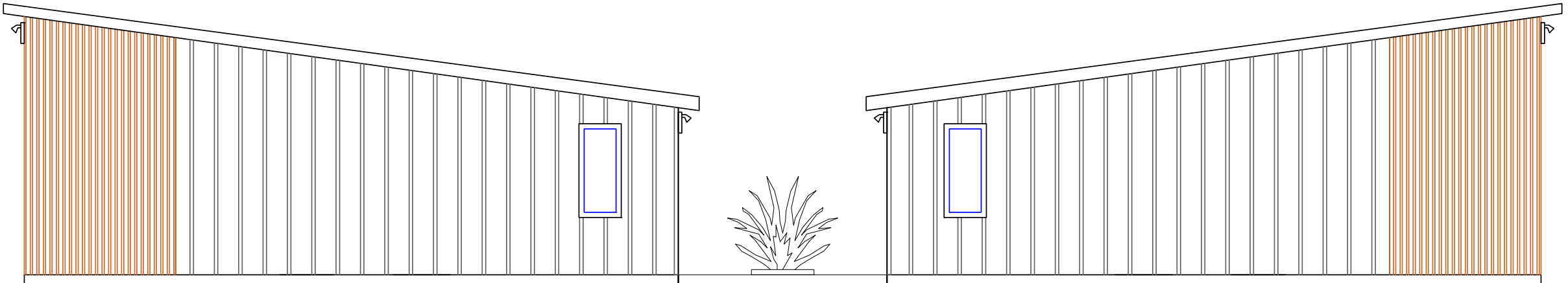
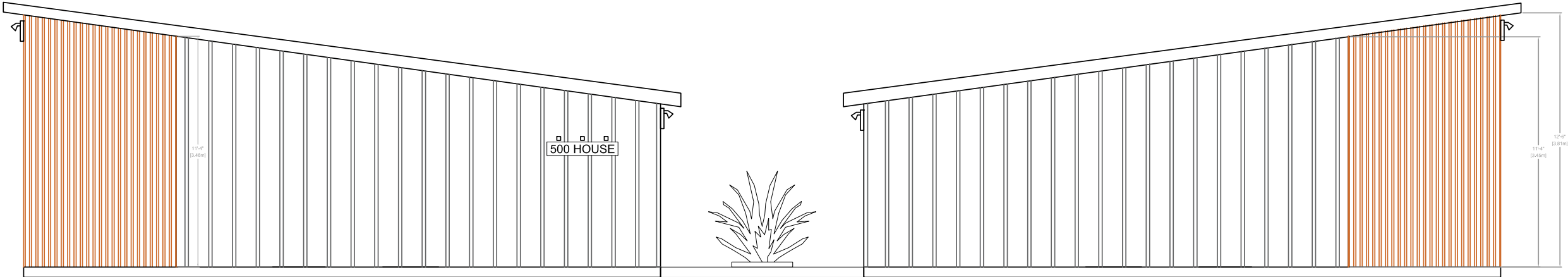
PRESENTED
PROJECT

PROJECT NAME
500 HOUSE

LOCATION
500 LAKE BLUFF RD.

DESIGNED BY
LISA-MARIE KLOOSTER

DATE
08/15/2023



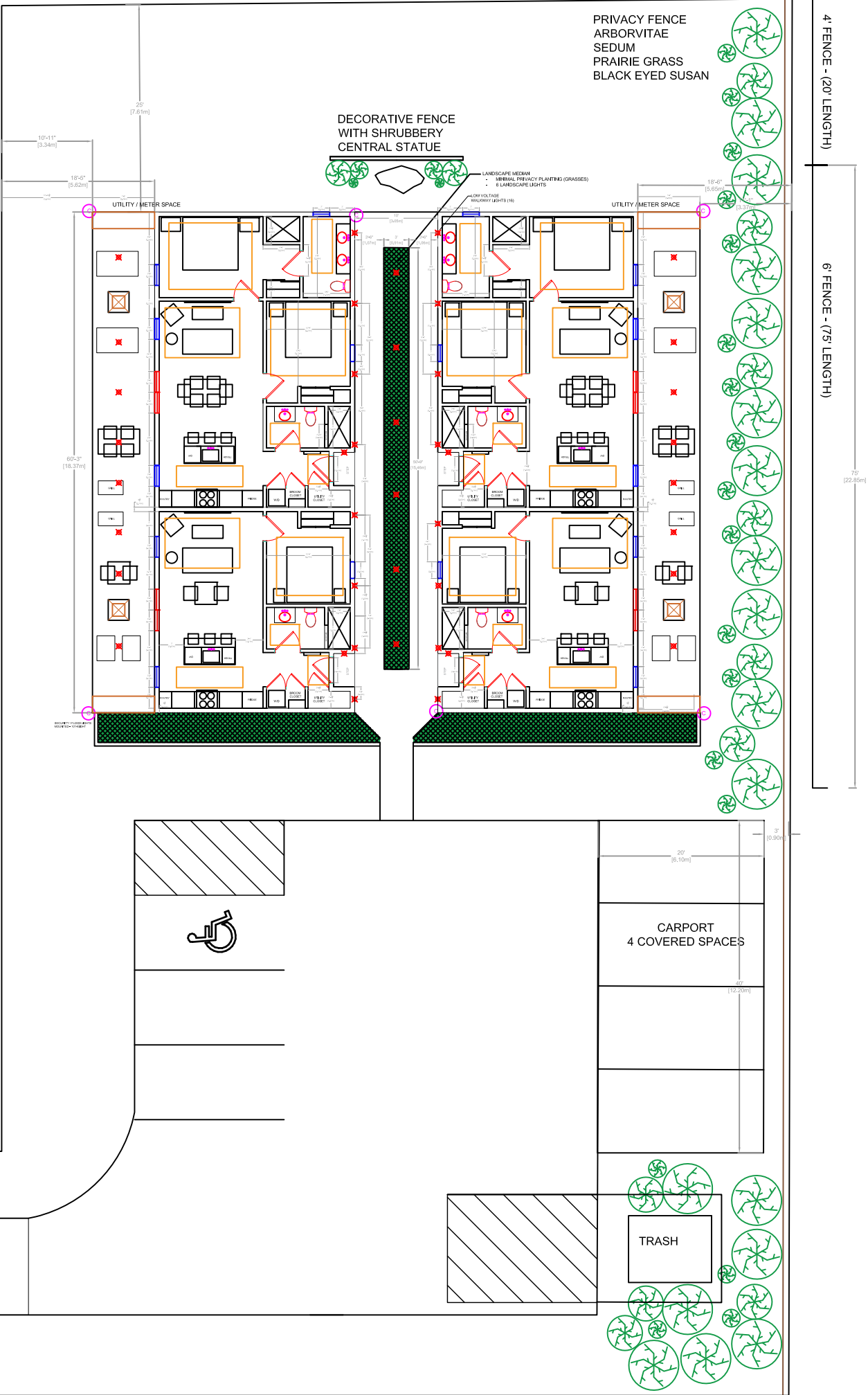
SCALE: 3/16" = 1'

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LAKE BLUFF RD

SIGNAGE
DRIVEWAY



PRESENTED
PROJECT

PROJECT NAME
500 HOUSE

LOCATION
500 LAKE BLUFF RD.

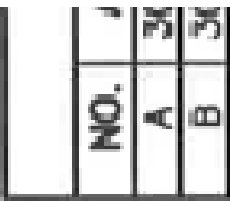
DESIGNED BY
LISA-MARIE KLOOSTER

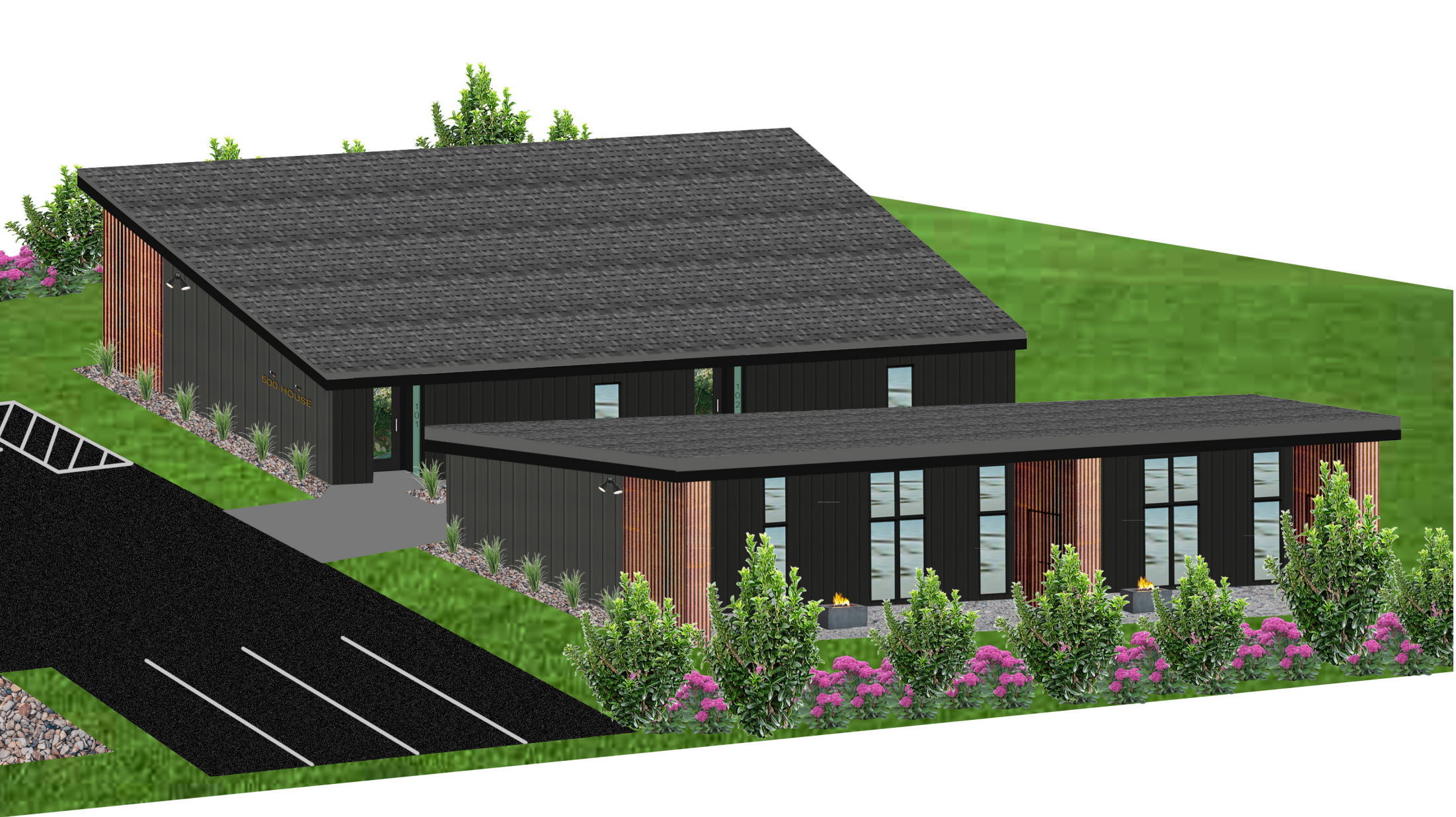
DATE
08/15/2023

SCALE
1/16" = 1'

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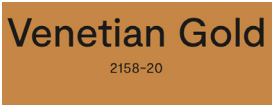
$$1/16'' = 1'$$




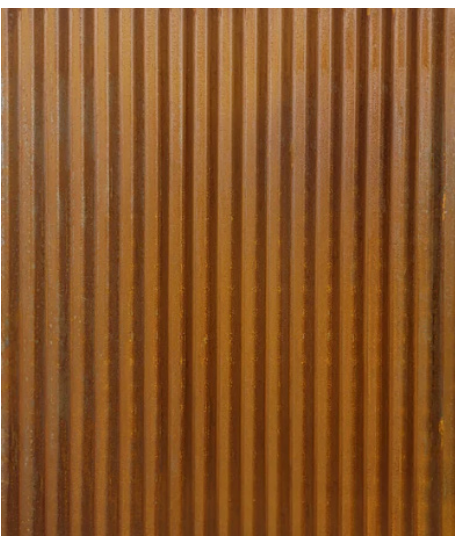
Owens Corning Architectural
Peppercorn



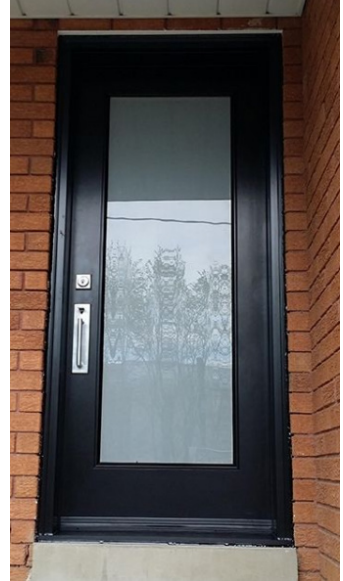
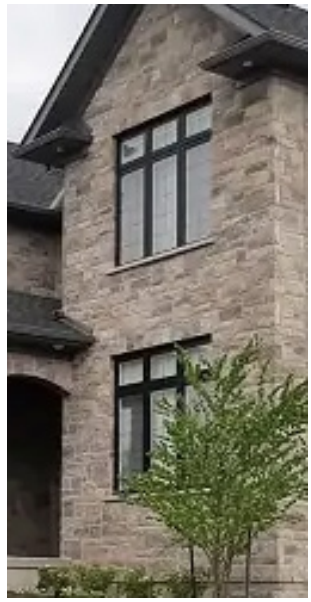
LP Smartside Board and Batten Siding
and Trim, Painted SW Tricorn Black



Address Panels



Rusted Corrugated Metal Panels



Alliance Brand - Black Windows and Doors - Patio Slider, Tempered Lower Casement Windows, Fixed
Transoms, Glass Entry Door

PRESENTED PROJECT

PROJECT NAME

500 HOUSE

LOCATION

500 LAKE BLUFF RD.

DESIGNED BY

LISA-MARIE KLOOSTER

DATE

08/15/2023

SCALE

1/16" = 1'

KLOO INC.

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231.409.1600

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STAFF REPORT

To: **Thiensville Plan Commission**

Prepared by: **Jonathan P. Censky, City Planner**

Date: **October 10, 2023**

General Information

Applicant:	Basu Joshi
Status of Applicant:	Owner
Location:	246 South Main Street
Requested Action:	Sign Code Variance and Replacement Sign
Existing Zoning:	R-5 Multiple-Family District
Proposed Zoning:	No Change
Surrounding Zoning:	B-4 Highway Business District
Existing Lot Size:	0.577 acres
Existing Land Use:	Gas Station

Report:

The applicant is proposing to replace the existing business identification sign for the BP gas station at 246 South Main Street with a new electronic digitally controlled sign. This type of sign will allow the owner to change gas prices from within the building. The new sign will stand 9.83 feet tall and 5.18 feet wide for a size of 51 square feet in size on one side and 102 square feet total (Existing sign is 104.72 square feet). However, Section 16.17b states: **Monument Sign located outside the Green Bay Road and Main Street Historic District shall have a gross surface area not to exceed 40 square feet on one side nor 80 square feet on all sites.**

Because the proposed sign does not comply with the size limit as noted above, the applicant is requesting a Sign Code variance to replace the existing nonconforming sign with a new digital electronic sign. Staff would also note that Section 16.10 T. prohibits electronic as it states: **Prohibited Signs include flashing or rotating signs, message crawl signs, digital electronic signs, signs containing moving parts, etc.** If a variance is offered, he requests approval of the replacement sign as shown in the plans attached herewith.

Staff Comments:

Staff notes that Section 16.24 of the Code permits the Plan Commission to grant a variance as it states: **The Plan Commission may, in its judgment, waive or modify the provisions in this chapter where it would further the public interest.** If a variance is approved, Staff recommends that the new sign not exceed the size and height of the existing sign.



RECEIVED

SEP 21 2023

Village of Thiensville

SIGN REVIEW APPLICATION - \$150.00 FEE

Please Allow Two (2) Weeks for Sign Review

The applicant is responsible to pay planner charges after a first half hour that will be paid for by the village.

THIS APPLICATION BEGINS THE REVIEW PROCESS BY OUR PLANNING CONSULTANT JON CENSKY WHO PERFORMS INITIAL REVIEW OF THE SIGN(S). The sign specifications must be submitted at least 2 weeks prior to the Plan Commission and/or the Historic Preservation Commission to Jon Censky via email, 6954jpc@sbcglobal.net or by regular mail.

Mr. Censky will review the sign(s) to see if they meet the Village Sign Code requirements and make a recommendation to the Plan Commission via a written report. **ELEVEN (11) FULL SIZE COPIES OF THE COLORED SIGN GRAPHICS AND ONE SCALE SITE PLAN** are required in addition to submittal of the **SIGN PERMIT APPLICATION** form to the Village Hall, 250 Elm Street, Thiensville, WI one week prior to the meetings. Additional copies may be required upon request from Village staff.

Applicant/Petitioner Name Basu Joshi

Premises Address 246 S. Main street Thiensville WI 53092

Business Name Village B.P. Business Phone 262-478-0006

Property Owner Nanda Property Address 246 S. Main st Thiensville WI 53092

Property Owner Phone 262-720-9030 E-mail basujooshi@gmail.com

Contractor Webner Oil Company Address 23110 Mueller Rd Kiel WI 53042 E-mail dennis@webneroil.com

Contractor Phone 920-377-1651 Contractor Fax -

Estimated Project Cost: \$ 25,000.00

Sign(s) requested: (check all that apply) ☐ Wall ☒ Monument ☐ Projecting

☐ Marquee, Awning or Canopy ☐ Sandwich Board ☐ On-site Directional Signs

Colored plans must include a scaled sketch of the proposed sign labeling dimensions and area, lettering (including height), colors, types of materials, method of illumination, height and dimensions of the pole or mounting bracket, and date of preparation. A summary of all existing signs that will remain on the site (including dimensions) is also required. Color and material samples must be provided for sign review.

Wall sign, Marquee, Canopy or Awning sign proposals must specify building elevation or a photograph of the façade on which will be located, including a dimensioned shape showing where the sign will be placed and what size it will be.

Ground Mounted Signs and On-site Directional sign proposals require submittal of a scaled, dimensioned site plan, plot plan, or survey showing the proposed sign location in relation to driveways, parking areas, sidewalks, property lines, streets, and other signs on and within 20 feet of the property.

Projecting sign proposals must specify the distance from the street curb, distance sign projects from building, the clearance from the measured grade level to the bottom of the sign, that there are no more than two faces for the projecting sign and must show that the sign, including both faces, is perpendicular to the building.

Sandwich Board Signs require submittal of a scaled, dimensioned colored graphic of the proposed sign and proposed placement of sandwich board sign

If necessary, additional fees will be billed at an hourly rate for consulting, legal and engineering review. After approval from the Village Plan Commission, a sign permit is required from the Village Inspection Department.

Signature of Applicant [Signature] Date 09/21/2023

Signature of Owner [Signature] Date 09/21/2023

VILLAGE OF THIENSVILLE

SIGN REVIEW FEE SCHEDULE - CONSULTANT

Sign Review Includes	Application Fee	Revision Fee	Receipt #
Sign Plan Package for Entire Site, including all wall, ground, canopy. and directional signs	<u>\$150.00*</u>	\$100.00*	63739
Individual Wall Sign, projecting sign, ground sign, canopy sign or directional signs	\$150.00*	\$100.00*	
Permanent Window Signage or Individual Tenant Sign on an existing Master Tenant Sign	\$150.00*	\$100.00*	
All others including temporary signs	\$150.00*	\$100.00*	

9/21/23

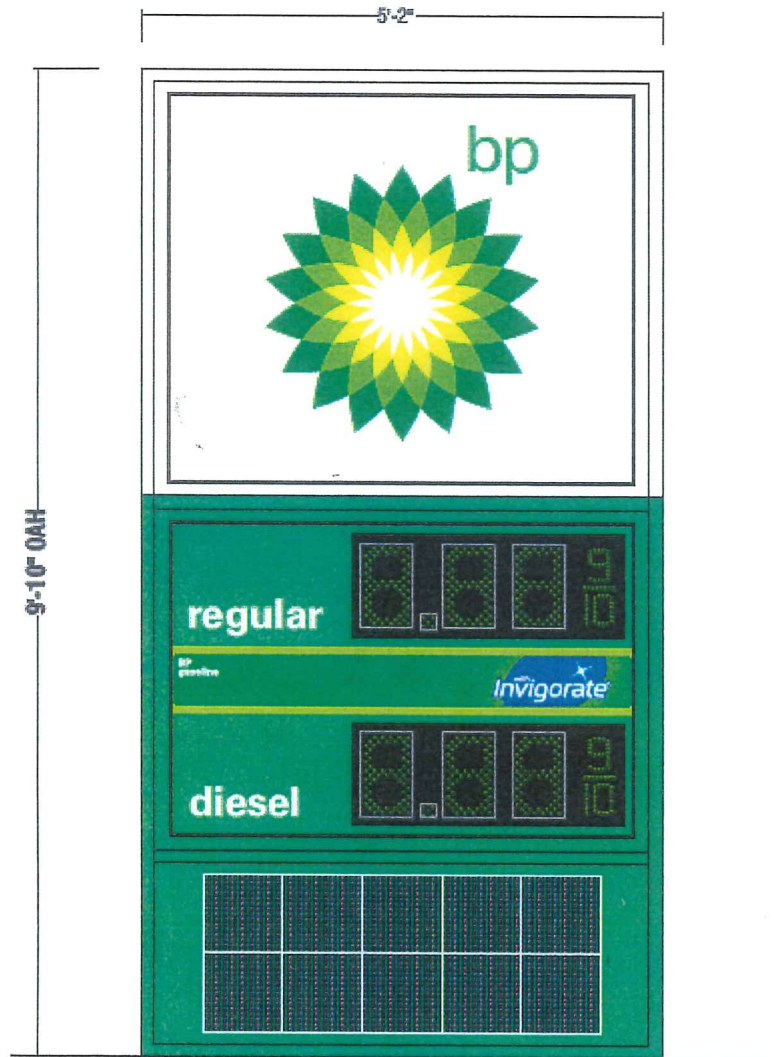
*Plus any additional costs of the planning consultant's review at the rate of \$50/hr.

If needed, additional review time for planning, engineering and legal services will be billed back to the applicant and no permits or approvals will be given until all invoices are paid.

Revised 8/23/19



MID - EXISTING / PROPOS



PROPOSED SIGNAGE

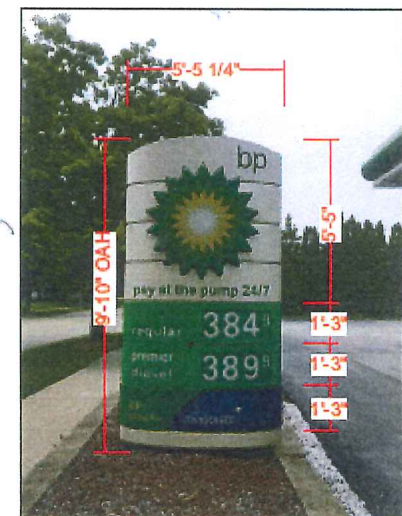
SCOPE OF WORK

1. New Monument (50.81 SF) @ 9'-10" OAH on Existing Foundation.
 2. Existing Sign SF: 52.36 SF.
 3. Proposed Sign SF: 50.81 SF.
- * Paint to match Brand Standards

NOTE: SUBJECT TO CHANGE DURING ENGINEER REVIEW.

ACTION ITEMS REQUIRED PRIOR TO PRODUCTION

1. STAMPED & SEALED DRAWINGS REQUIRED
2. CUSTOM SIZED EMC PER REQUEST.



EXISTING SIGNAGE

BACKYARD SHED 315 E. FREISTADT ROAD

To: Village of Thiensville, Plan Commission

Prepared by: Jon Censky, Village Planner

Date: September 12, 2023

General Information

Applicant:	Tony and Sarah Johnson
Status of Applicant:	Owner
Requested Action:	Backyard Shed
Zoning	R-2 Single Family Residential District
Proposed Zoning:	No Change
Location:	315 E. Freistadt Road
Land Use Plan Designation:	Residential
Existing Land Use:	Single Family

Report:

At our last meeting, the applicant's plans did not show the existing backyard shed, and therefore my report did not note that the request violated the Code section defined below. Since the applicant has already installed the new shed and wishes to keep it, your action should be conditioned on the applicant either removing the existing shed or pursuing a variance, through the Zoning Board of Appeal and, if successful, returning here for your approval, or removing the existing shed from the site.

You will recall that the new shed is set back 79.5 feet back from East Freistadt Road, behind the back plain of the house and in front of his garage. The shed is located 3 feet from the adjacent property line and measures 10x12 for 120 square feet in size. The shed is grey and white in color with a black roof.

According to **Sections 17.0603. E.** of the zoning code, **Accessory structures, such as garden or utility sheds, shall be placed or erected in the rear yard provided, cannot exceed 150 square feet and shall not be closer than 5 feet to the principal structure, shall not exceed 12 feet in height and shall be located no closer than 3 feet to any property line; and all accessory structures shall occupy not more than 20% of the rear yard area. and all accessory structures shall occupy not more than 20 percent of the rear yard area. One accessory structure under 150 sq. ft. is allowed on a residential parcel.**

Staff Comments:

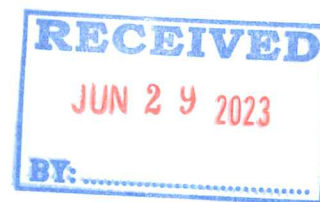
Your motion should be to either deny the request because it results in a violation of Section 17.0603.E or approve the request subject to:

- The applicant removing the existing shed by October 12, 2023. Or The applicant pursuing a variance, through the Zoning Board of Appeals and, if successful, returning here for your approval.
- The applicant secures a building permit.



Village of Thiensville

Plan Commission Application



Property Address: 315 E Freistadt Rd, Thiensville WI 53092

12-050-04-11-010

Tax Key #

22

Current Zoning

Property Owner

Applicant ☒ Same as owner

Tony C SARAH Johnson

Name

Name

315 E Freistadt Rd

Address

Address

414-801-2244

Phone

Phone

lost.solas@hotmail.com

Email address

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.

Adding 10 x 12 storage shed. Gray & white with
BLACK metal ROOF

[Signature]

Applicant's Signature

6-8-23

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.

Thiensville Plan Commission Application Revised 10.10.22

Page 1 of 3

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.



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 6/29/23 Planner Staff Report Completed on _____

Plan Commission Meeting Date 7/18/23

☐ Historic Preservation Approval (if needed) on N/A

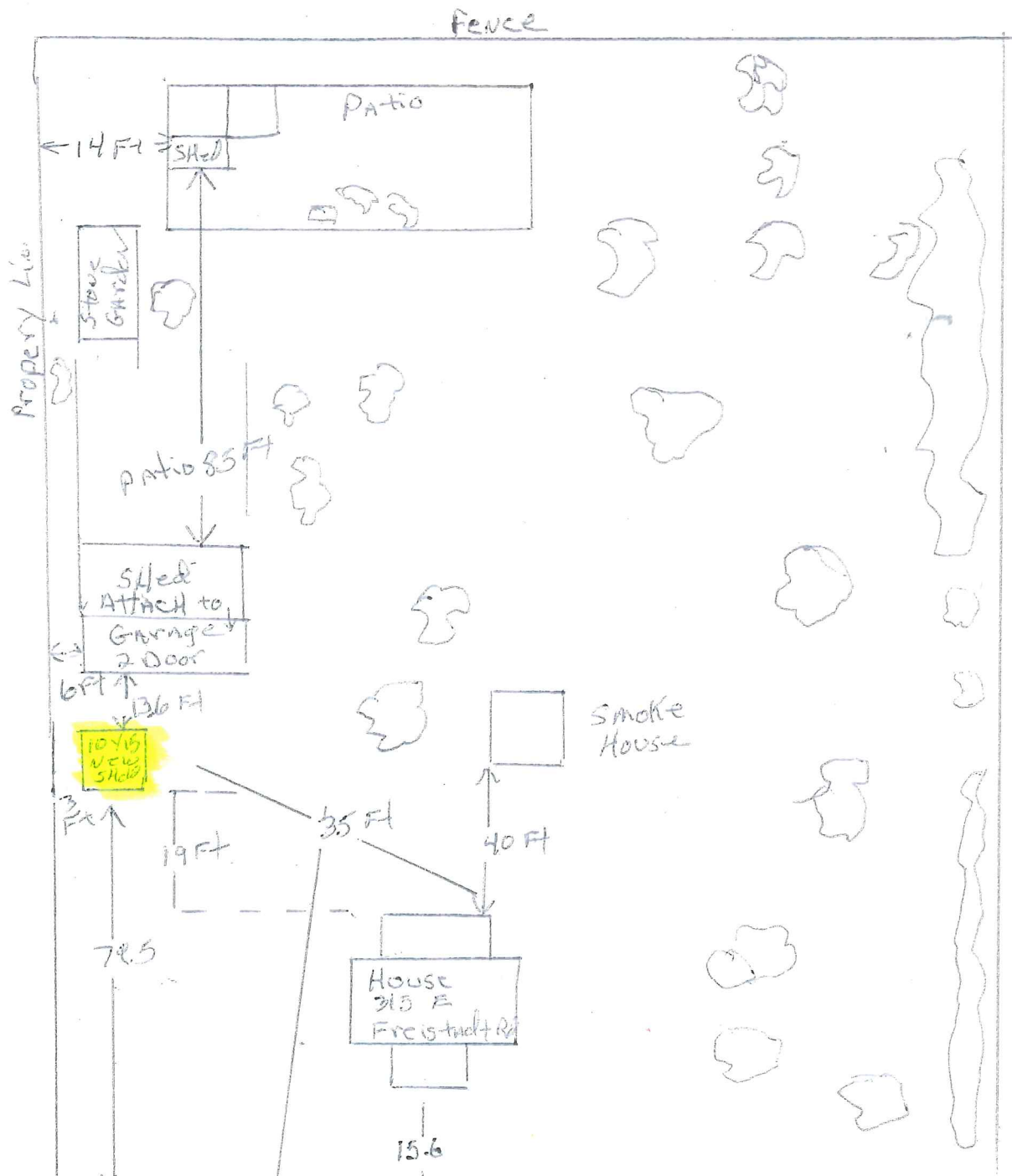
ADDITIONAL REMARKS/CONDITIONS:

Village Staff

Title

Date

8/24/23 - Mr. Johnson re-submitted application with drawing of back yard that shows all structures. Photo of shed also included.



Shed to Rd 78.5 ft
 Shed to Garage 13.6 ft
 Shed to House 35 ft
 Shed 49 ft Behind House
 House to garage 43 ft
 Shed Behind garage





RECEIVED
AUG 24 2023
BY:



VILLAGE OF THIENSVILLE
Plan Commission
MINUTES

DRAFT

DATE: Tuesday, August 8, 2023

LOCATION: 250 Elm Street, Thiensville, WI

TIME: 6:00 PM

B. Review and action regarding Shed, Tony and Sarah Johnson, 315 E. Freistadt Road (att)

Planner Censky noted the shed complies with Village requirements. Mr. Johnson, the applicant, was present and explained the shed will be used to store lawn equipment. Mr. Johnson noted he was not aware he needed to apply for permission for the shed until he received a letter from the Village.

MOTION by Commissioner Holyoke-Odeja, **SECONDED** by Commissioner Kucharski to approve Shed, Tony and Sarah Johnson, 315 E. Freistadt Road.

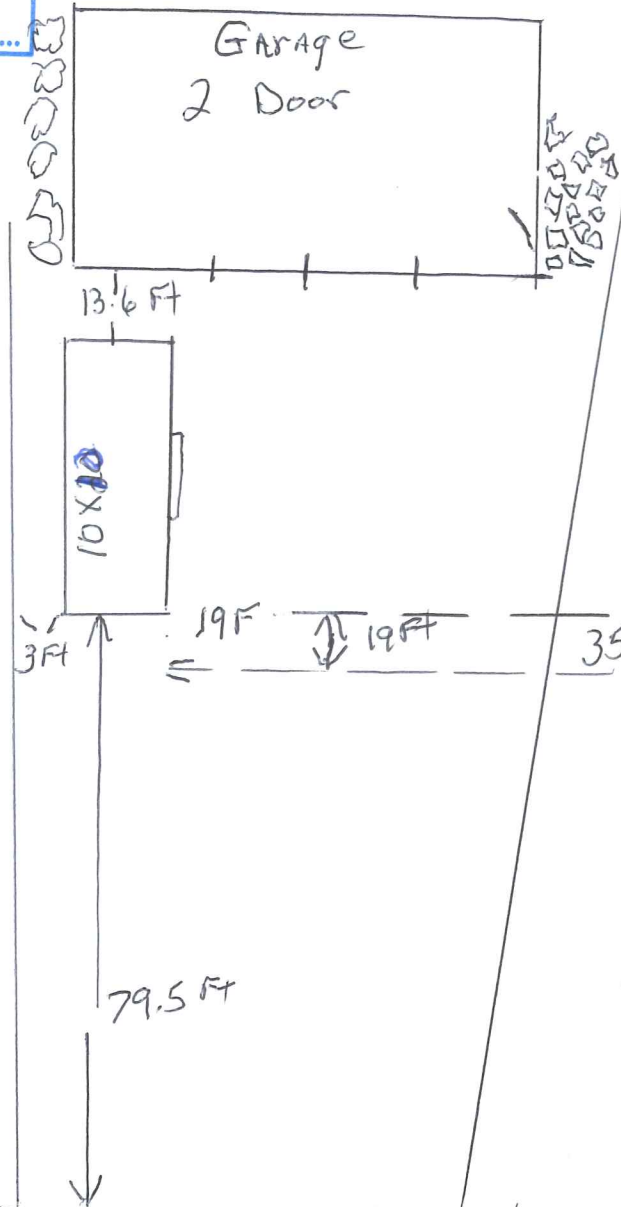
Commissioner Hershberger asked if this is an existing shed. Mr. Johnson responded that the shed was delivered June 8 and has since been moved further from the property line than where it initially was placed. There is a plastic shed that has been on the property for approximately 20 years. There is another shed attached to the back of the detached garage that was there when the property was purchased 23 years ago. There is a smokehouse on the property that has been there since the 1800s. Commissioner Hershberger noted the Staff Report indicates the Village received a complaint regarding multiple sheds on the property. Mr. Hershberger noted he is concerned about three sheds on the property and also that he does not have details of what the shed looks like. Mr. Johnson provided a photo of the shed.

Chair Mobley noted the Village does not want to see sheds on properties that exceed what is allowed. Planner Censky noted that the shed attached to the garage should be considered a single structure. Chair Mobley suggested tabling the matter so Director LaFond can provide an accurate representation of where everything is on the property. Planner Censky asked Mr. Johnson to submit a site plan that shows the property line, the house, the garage with the attached shed and the location of the other sheds. The additional structure may require consideration by the Zoning Board of Appeals.

MOTION by Commissioner Holyoke-Odeja, **SECONDED** by Commissioner Kucharski to table action regarding Shed, Tony and Sarah Johnson, 315 E. Freistadt Road. **MOTION CARRIED UNANIMOUSLY.**

JUN 29 2023

BY:



Shed to Rd 79.5 Ft
Shed to Garage 13.6 Ft
Shed to House 35 Ft
Shed 19 Ft Behind the House
House to Garage 43'

Diagram illustrating a house structure with a porch and a basement. The main house is labeled "House" and "315 E Freistadt". A porch is shown on top. A basement is shown below the main house. Arrows indicate wind direction from the left and a vertical force of 15.6 acting on the basement wall.

Freistadt Rd

262-420-4732 SAFEbuilt.		WI UNIFORM PERMIT APPLICATION Wlinspections@safebuilt.com <i>Inspections need to be called in by 4 pm for next business day inspections.</i>				PERMIT NO. TAXKEY# 12-050-04-11-010	
Village of THIENSVILLE		☐ TOWN ☒ VILLAGE ☐ CITY OF Thiensville COUNTY: Ozaukee		PROJECT LOCATION (Building Address) 315 Freestadt Rd Thiensville wi 53092		PROJECT DESCRIPTION ☐ COMMERCIAL ☐ ONE & TWO FAMILY	
Owner's Name Tony Johnson		Mailing Address - Include City & Zip 315 Freestadt Rd Thiensville		Telephone - Include Area Code 414-801-2244			
Construction Contractor (DC Lic No.) Old Hickory Building		Mailing Address - Include City & Zip		Telephone - Include Area Code 615-203-3165			
Dwelling Contractor Qualifier (DCQ Lic No.)		Dwelling Contractor Qualifier shall be an owner, CEO, COB, or employee of Dwelling Contractor		Telephone - Include Area Code			
Plumbing Contractor (Lic No.)		Mailing Address - Include City & Zip		Telephone - Include Area Code			
Electrical Contractor (Lic No.)		Mailing Address - Include City & Zip		Telephone - Include Area Code			
HVAC Contractor (Lic No.)		Mailing Address - Include City & Zip		Telephone - Include Area Code			

RECEIVED
JUN 24 2023
 BY: Lot No. Block No.

PROJECT INFORMATION				Subdivision Name		Lot No.		Block No.	
Zoning District	Lot Area	Sq. Ft.	N.S.E.W. Setbacks	Front	Rear	Left	Right		
				Ft.	Ft.	Ft.	Ft.		

1a. PROJECT		3. TYPE		6. STORIES		9. HVAC EQUIPMENT		12. ENERGY SOURCE																						
☒ New ☐ Addition ☐ Raze ☐ Alteration ☐ Repair ☐ Move ☐ Other _____		☒ Single Family ☐ Two Family ☐ Multi ☐ Commercial		☐ 1-Story ☐ 2-Story ☐ Other _____		☐ Forced Air Furnace ☐ Radiant Baseboard or Panel ☐ Heat Pump ☐ Boiler ☐ Central Air Conditioning ☐ Other _____		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Fuel</td> <td>Nat. Gas</td> <td>L.P.</td> <td>Oil</td> <td>Elec. *</td> <td>Solid</td> <td>Solar</td> </tr> <tr> <td>Space Htg</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Water Htg</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> </table>		Fuel	Nat. Gas	L.P.	Oil	Elec. *	Solid	Solar	Space Htg	☐	☐	☐	☐	☐	☐	Water Htg	☐	☐	☐	☐	☐	☐
Fuel	Nat. Gas	L.P.	Oil	Elec. *	Solid	Solar																								
Space Htg	☐	☐	☐	☐	☐	☐																								
Water Htg	☐	☐	☐	☐	☐	☐																								
1b. GARAGE		4. CONST. TYPE		7. FOUNDATION		10. PLUMBING		* ☐ Dwelling unit will have 3 kilowatt or more installed electric space heater equipment capacity.																						
☐ Attached ☐ Detached		☐ Site Constructed ☐ Mfd. UDC ☐ Mfd. HUD		☐ Concrete ☐ Masonry ☐ Treated Wood ☐ ICF ☐ Other _____		Sewer ☐ Municipal ☐ Septic No. _____																								
2. AREA		5. ELECTRICAL		8. USE		11. WATER		13. HEAT LOSS (Calculated)																						
Basement _____ Sq. Ft. Living Area _____ Sq. Ft. Garage _____ Sq. Ft. Other _____ Sq. Ft. TOTAL _____		Entrance Panel Size: _____ amp Service: _____ New _____ Rewire _____ Phase _____ Volts _____ Underground _____ Overhead Power Company: _____		☐ Seasonal ☐ Permanent ☐ Other _____		☐ Municipal Utility ☐ Private On-Site Well		Total _____ BTU/HR																						
								14. ESTIMATED COST																						
								\$ 4,453.00																						

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): **Tony Johnson** SIGN: DATE: **6-28-23**

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:		PERMIT(S) ISSUED		SEAL NO. _____		Municipality No. _____	
Building Fee _____ Zoning Fee _____ WI Seal _____ Electric Fee _____ Plumbing Fee _____ HVAC Fee _____ Adm. Fee _____ Other _____ Total _____ \$0.00		Bldg. # At top of form _____ Zoning # _____ Elec. # _____ Plmb. # _____ HVAC # _____		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. _____	



VILLAGE OF THIENSVILLE

250 Elm Street
Thiensville, WI 53092-1602

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

June 13, 2023

CERTIFIED MAIL

Tony Johnson
315 E. Freistadt Road
Thiensville, WI 53092

Dear Mr. Johnson:

After receiving a complaint about multiple sheds constructed on your property, Village staff completed a drive-by inspection. A new garden/utility shed was noted along with the east side of your driveway, along with multiple transporting trailers stored in the back yard.

A garden/utility shed is considered an accessory structure in the Village Zoning Code. The code only allows one accessory structure per residential property and it must be located in the rear yard. Accessory structures require Plan Commission approval and a building permit. I have attached the full shed requirements, a Plan Commission application and a building permit.

You must remove any unpermitted structures on the property within 14 days of receiving this letter or submit an application for a legal, conforming structure prior to 14 days. Failure to comply may result in municipal citations.

Only one transporting trailer is allowed per property. Trailers parked in front of the premise must be parked on the driveway or other paved pad. Trailers may be parked in the side or rear yard, provided the trailer is located as close as practicable to a permanent structure located on said parcel, and in no event shall be located closer than 10 feet to the boundary line of the parcel.

Any vehicles that are stored in the side yard of a premises must be located on a concrete, asphalt, brick or other paved or hard-packed gravel surface. Trailers can only be stored outside April through October.

Trailer storage must be brought into compliance within 14 days of receiving this letter or municipal citations may be issued.

Tony L. Johnson
315 E. Freistadt Road

Page 2

If you have questions, please contact me at Village Hall.

Thank you very much.

Sincerely,

A handwritten signature in black ink, appearing to read 'Andy LaFond', with a long horizontal line extending to the right.

Andy LaFond
Director of Community Services/Public Works

Enclosures

cc Thiensville Police Department
 Paul Mortimer, Building Inspector
 Jon Censky, Village Planner
 Property File

YARDS

The yard requirements stipulated elsewhere in this Ordinance may be modified as follows:

- A. Uncovered Stairs, landings, and fire escapes may project into any yard but shall not exceed six (6) feet nor be closer than three (3) feet to any lot line.
- B. Architectural Projections, such as chimneys, flues, sills, eaves, belt courses, and ornaments, may project into any required yard, but such projection shall not exceed one (1) foot.
- C. Fences, walls, and architectural screenings are permitted on the property lines in the side and rear yards, but shall not exceed four (4) feet in height. Patio fences shall not exceed six (6) feet in height and shall comply with the yard requirements for the district in which they are located.
- D. Decorative Fences, such as rail fences or picket fences may be placed in the street yard provided they shall not exceed three (3) feet in height and shall not be located closer than one (1) foot to the street right-of-way. Fences on corner lots shall comply with the traffic visibility requirements set forth in Section 17.0501 of this Ordinance.
- E. Accessory Structures under 150 sq. ft. such as garden or utility sheds, shall be placed or erected in the rear yard provided that no single accessory structure shall exceed 150 square feet in area; no structure shall be closer than 5 feet to the principal structure, no accessory structure shall exceed 12 feet in height; no accessory structure shall be located closer than three (3) feet to any lot line; and all accessory structures shall occupy not more than 20 percent of the rear yard area. One accessory structure under 150 sq. ft. is allowed on a residential parcel.
- F. Detached Accessory Buildings
 - 1. shall be placed or erected in the rear yard provided that not more than one (1) detached accessory building is permitted per dwelling unit; no detached accessory building shall exceed 625 square feet in area; no structure shall be closer than 5 feet to the principal structure, no detached accessory building shall exceed (20) feet in height; no accessory building shall be located closer than three (3) feet to any lot line; and all accessory structures combined shall occupy not more than 20 percent of the rear yard area. One detached accessory building is allowed on a residential parcel.
 - 2. Subject to the approval by the Plan Commission, one detached private garage not to exceed 625 square feet in area may be placed in a side yard on any property having a residence without an attached garage provided no such garage structure shall be closer than five (5) feet to the principle structure, no detached garage shall exceed twenty (20) feet in height nor shall it be closer than three (3) feet to any lot line. Detached garages may not be sited in front of an existing residence or in such other location as shall unreasonably affect or adversely impact the beauty and general enjoyment of existing residences or adjoining properties, as determined by the Village of Thiensville Plan Commission.
- G. Satellite Dish Antennas are permitted on the roof of the principal structure in any district or may be located in the rear yard. Satellite dish antennas may be placed not closer than three (3) feet from any lot line or five (5) feet to an alley line provided that the antenna and its component parts do not exceed 15 feet in height. Satellite dish antennas shall be constructed and anchored in such a manner to withstand winds of 80 miles per hour, shall be constructed of noncombustible and corrosive-resistant materials, and should be shielded and/or filtered to prevent the emission and/or reflection of electromagnetic radiation that would interfere with radio and television reception on adjacent properties. There shall be not more than one satellite dish antenna on any residential property.
- H. Essential Services, utilities, electric power and communication transmission lines are exempt from the yard and distance requirements of this Ordinance.

Thiensville Plan Commission Staff Report -September 2023

Staff Approved Projects September 2023

Date	Address	Applicant	Project	Staff Approval	ZBOA	Approved	Denied
9/5/2023	322 Woodside Lane	James Tonelli	Fence	8/12/2023		xx	
9/6/2023	104 N. Orchard Street	Danny Levin	Fence	8/12/2023		xx	

Code Compliance September 2023

Community Services

Address	Owner	Complaint	Action
234 Vernon Avenue	Steven & Anna Hackbarth	Fallen tree, logs and debris	9-6-23 Certified Letter
627 Green Bay Road	Carl & Cynthia Scholz	Construction w/o Plan Commission OK	9-6-23 Certified Letter
213 E. Freistadt Road	Serghei Ialama	Construction w/o Plan Commission OK	9-6-23 Certified Letter

Police Department September 2023

Date	Location	Complaint	Action
9/1/2023	427 Green Bay Road	Visible garbage cans; boat/jet ski in driveway	Jet skis removed; cans moved to non-visible area
9/29/2023	250 Green Bay Road	Visible garbage cans	Resident is new to village; unaware of ordinance; cans moved
9/29/2023	140 W. Freistadt Road	Abandoned vehicles on property	TPD attempting to reach owner