



**Village of Thiensville  
Committee of the Whole  
AGENDA**

**Date:**  
Monday, May 4, 2026

LOCATION: 250 Elm Street, Thiensville, WI

**Time:** 6:00 PM

**I. CALL TO ORDER**

**II. ROLL CALL**

**President**

John Rosing

**Administrator**

Colleen Landisch-Hansen

**Staff**

Director of Community Services/Public Works Andy LaFond

Police Chief Curt Kleppin

Deputy Village Clerk/Administrative Coordinator Ben Honeck

**Board of Trustees**

Jennifer Abraham

Angelina Apostolos

Kristina Eckert

Nick Ernster

David Lange

Dan Weber

**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@thiensville.gov](mailto:clandisch@thiensville.gov) by 4:00 PM on the day of the meeting or by signing in immediately prior to the meeting.

**IV. BUSINESS**

A. Downtown Thiensville Check Presentation

B. Discussion Regarding Mixed Use Zoning Text Amendment (att)

C. Review and Recommendation Regarding Resolution 2026-09 - a Resolution Urging Sustainable State Transportation Funding to Support Local Road Infrastructure (att)

D. Discussion Regarding a Candidate Meet and Greet Initiative (Weber) (att)

E. Discussion Regarding Parking Lot Lease Agreement between the Village of Thiensville and Greg Mueller Upholstery (att)

F. Review and Recommendation Regarding the Addition of Fireworks to the 2026 Lionsfest (att)

G. Review and Recommendation Regarding the Following Citizen Appointments

Item	Name	Board/Commission	End of Term
a.	Arthur Liebau	Zoning Board of Appeals	May 4, 2029
b.	Craig Mellendorf	Zoning Board of Appeals	May 4, 2029
c.	Philip Eckert	Historic Preservation Commission	May 4, 2029
d.	Linda Unkefer	Historic Preservation Commission	May 4, 2029
e.	Cynthia Raatz	River Advisory Committee	May 4, 2029
f.	Molly Ticcioni*	River Advisory Committee	May 4, 2029
g.	Doug Chimenti*	SOFD Board and SOFD Commission	May 4, 2027
h.	Joseph Nelson	Plan Commission	May 4, 2029

H. Review and Recommendation Regarding the Following Board Appointments

Item	Name	Board/Commission	End of Term
a.	John Rosing (Chair)	Plan Commission	May 4, 2027

b.	David Lange (Trustee)	Plan Commission	May 4, 2027
c.	(Chair)	Historic Preservation Commission	May 4, 2027
d.	Angelina Apostolos (Trustee)	Historic Preservation Commission	May 4, 2027
e.	John Rosing (Chairman)	Southern Ozaukee Fire & EMS Board	May 4, 2027
f.	Kristina Eckert (Trustee)	Southern Ozaukee Fire & EMS Board	May 4, 2027
g.	David Lange (Alternate)	Southern Ozaukee Fire & EMS Board	May 4, 2027
h.	Jennifer Abraham (Trustee)	Weyenberg Library Board	May 4, 2027
i.	(Trustee)	Mid-Moraine Representative	May 4, 2027

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

A. Acceptance/Report of Gifts Received

1. \$1,000 from the Thiensville-Mequon Lions Club for the Thiensville Police Department Bike Safety Program
2. \$1,000 from the Thiensville-Mequon Lions Club for the Thiensville Police Department Auxillary Program

B. Review Meeting Date Schedule

1. May 18, 2026 - Board of Trustees at 6:00 PM
2. June 1, 2026 - Committee of the Whole at 6:00 PM
3. June 15, 2026 - Board of Trustees at 6:00 PM
4. July 6, 2026 - Committee of the Whole at 6:00 PM

**VI. MOTION TO ADJOURN TO CLOSED SESSION**

A. Pursuant to Chapter 19.85(1)(c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility regarding Village Administrator Annual Evaluation.

**VII. MOTION TO RECONVENE IN OPEN SESSION**

**VIII. ADJOURNMENT**

Colleen Landisch-Hansen, Village Clerk

May 1, 2026

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.

# ZONING TEXT AMENDMENT REVIEW AND APPROVAL NEIGHBORHOOD MIXED USE

**To: Thiensville Plan Commission**

**Prepared by:** Meredith Perks, Village Planner

**Date:** May 18, 2026

## General Information

**Applicant:**

Village of Thiensville

**Requested Action:**

Review & Approve Zoning Text Amendment

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## Report:

In May 2025, the Village of Thiensville adopted two new zoning districts, Central Mixed Use and Neighborhood Mixed Use, to support a mix of commercial, residential, and employment uses and development. The Neighborhood Mixed Use district is intended for areas capable of accommodating a mix of uses but located in transitional zones from more residential areas, ensuring compatibility with surrounding lower-intensity uses.

The proposed text amendment will remove the requirement that development along Main Street must be mixed use. It retains the regulations for Primary and Secondary frontages for Mixed Use buildings on Main Street, if new mixed use construction is proposed. Removing this requirement makes it possible for new construction that is exclusively residential or commercial, but still enhances the mixed feel of the overall area. This amendment also emphasizes the transitional intention of the Neighborhood Mixed Use district.

## Staff Comments:

Staff recommends updating the Neighborhood Mixed Use district to permit greater flexibility in land uses or development types within the district. This changes permits a broader mix of uses within the area, but does not require mixed uses on a single site. Single site mixed use remains an option in Neighborhood Mixed Use should an applicant choose to create a mixed use project. Also, the Central Mixed Use district continues to require mixed use projects with frontage on Main Street or Freistadt Road and remains a zoning option for areas or projects where single site mixed use is desired by the applicant or the Village. At their April 14, 2026 meeting, the Thiensville Plan Commission reviewed the proposed text amendment and recommended it to the Village Board for approval, following a public hearing.

## Recommendation:

Staff recommends that the Village Board approved the proposed zoning text amendment to Section 17.0309 Neighborhood Mixed Use zoning district.

VILLAGE OF THIENSVILLE

RESOLUTION NO. 2026-09

A RESOLUTION URGING SUSTAINABLE STATE TRANSPORTATION FUNDING  
TO SUPPORT LOCAL ROAD INFRASTRUCTURE

WHEREAS, local units of government in Wisconsin, including the Village of Thiensville, own and maintain approximately 90% of the public road miles in the state, including city and village streets, county highways, and town roads; and

WHEREAS, Wisconsin's economy—rooted in manufacturing, agriculture, and tourism—relies on a safe, reliable, and well-maintained transportation network; and

WHEREAS, the Village of Thiensville has proactively implemented long-term capital planning and pavement management strategies to responsibly maintain its transportation infrastructure; and

WHEREAS, despite these efforts, rising construction costs, inflation, and state-imposed levy limits continue to constrain the Village's ability to sustainably fund roadway maintenance and reconstruction through local revenues alone; and

WHEREAS, local governments greatly appreciate the one-time infusions of General Purpose Revenue, primarily sales and income taxes, and other revenue provided in recent state budgets, which have enabled the initiation and continuation of the successful and popular Local Roads Improvement Program Supplemental (LRIP-S); and

WHEREAS, despite modest increases from the state over the years, transportation aids to local governments remain insufficient to keep pace with inflation and rising construction costs, leaving many communities funded below 2000 levels in real dollars; and

WHEREAS, local governments throughout Wisconsin continue to struggle to perform even routine maintenance, pavement preservation, and safety improvements, resulting in deteriorating roads and bridges; and

WHEREAS, the inaugural inventory and assessment of small bridges between 6 to 20 feet found about 10% of the nearly 17,000 structures to be in poor or severe condition; and

WHEREAS, levy limits and other fiscal constraints prevent local governments from independently filling the funding gap created by inadequate state transportation aids; and

WHEREAS, absent sustainable state funding, many communities have been forced to address their shortfalls by significantly increasing borrowing, deferring essential projects, or imposing local vehicle registration ("wheel") taxes; and

WHEREAS, Wisconsin motorists currently pay among the lowest transportation user fees in the Midwest, while neighboring states and dozens of others nationwide have enacted long-term revenue measures to keep their transportation systems competitive; and

WHEREAS, Wisconsin is increasingly relying on General Purpose Revenues to make needed investments, potentially pitting transportation against other vital services, such as education; and

WHEREAS, continued lack of growing, dedicated, and predictable revenue places Wisconsin at a growing economic disadvantage by threatening the efficiency of freight movement, the safety of travelers, and the attractiveness of our state to businesses and residents; and

WHEREAS, both Wisconsin's aging Interstate highway system—largely constructed in the 1950s and 1960s—and our extensive network of state and local roads require predictable, adequate, and sustainable funding to meet current and future needs;

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Thiensville strongly urges the Governor of Wisconsin and the State Legislature to enact a comprehensive, sustainable transportation funding solution that:

1. Provides adequate and reliable revenue growth for the efficient long-term planning and execution of state and local transportation programs;
2. Includes responsible and prudent use of General Purpose Revenue and bonding;
3. Adjusts any new and existing transportation user fees and other revenue mechanisms to sustain purchasing power in order to maintain and improve Wisconsin's transportation infrastructure; and
4. Ensures transportation continues to deliver for Wisconsin by adequately funding reconstruction, preservation, and safety investments on the state and local systems.

BE IT FURTHER RESOLVED that the clerk is hereby directed to transmit a copy of this resolution to the Governor's office, all members of the Wisconsin State Senate and Assembly representing the Village of Thiensville and the League of Wisconsin Municipalities.

PASSED AND ADOPTED by the Village Board of the Village of Thiensville, County of Ozaukee, State of Wisconsin on this 18<sup>th</sup> day of May, 2026.

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John Rosing, Village President

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Colleen Landisch-Hansen, Village Clerk

Village of Thiensville  
 2026 Budget  
 State Aids Comparison



**TRANSPORTATION**

**YEAR AIDS**

2000	\$	209,101.00
2001	\$	209,101.00
2002	\$	198,646.00
2003	\$	188,714.00
2004	\$	185,137.00
2005	\$	175,873.00
2006	\$	170,823.00
2007	\$	175,906.00
2008	\$	198,067.00
2009	\$	202,163.89
2010	\$	203,600.47
2011	\$	234,215.95
2012	\$	219,601.00
2013	\$	252,392.00
2014	\$	257,353.00
2015	\$	272,069.90
2016	\$	277,141.00
2017	\$	249,305.00
2018	\$	224,570.00
2019	\$	218,340.92
2020	\$	231,494.00
2021	\$	211,349.00
2022	\$	200,248.00
2023	\$	196,210.00
2024	\$	193,289.02
2025	\$	202,665.01
2026	\$	205,521.39

## Committee of the Whole – Discussion Item

### Wisconsin / State Candidate Meet & Greet Initiative 2026

**Purpose:** Evaluate whether and how the Village could facilitate resident access to upcoming federal and state candidates

#### Key Dates:

- Nomination Paperwork Due - June 1st
- Primary - August 11th
- General - November 3rd

#### Races:

- **Federal – WI Congressional District 6**
- **State – Governor**
- **State – Lieutenant Governor**
- **State – Attorney General**
- **State – Secretary of State**
- **State – Treasurer**

#### Engagement/Effort Tiers

##### Tier 0 | Consideration — **Bare Minimum Viable Solution**

- **Action:** Initial discussion amongst Trustees and Village staff in Committee meeting and a commitment to re-assess any potential planning or consideration of higher Engagement/Effort Tiers after the 2026 primary completes and/or after the current election cycle concludes (consideration of 2027 races)
- **Staff lift:** Zero to Minimal

##### Tier 1 | Promotion Only — **Minimum Viable Tangible Solution**

- **Action:** Help to promote/advertise/amplify regional existing events in neighboring communities using Thiensville website, email distro list, social media, Village Voice, etc
- **Staff lift:** Minimal-medium

##### Tier 2 | Regional Partnership — **Mid-Level Effort**

- **Action:** Co-host with Mequon / Cedarburg / Grafton / Port Washington
  - Shared logistics
  - Increased candidate participation likelihood

## Committee of the Whole – Discussion Item

- Larger venue options and variety
- Largely reduced or fully negated budget responsibility for Village of Thiensville
- **Staff lift:** Medium to high

### Tier 3 | Full Village-Hosted — **Highest Effort Level**

- **Action:** Host 1 or more event(s) using Village venues
  - Likely utilizing Village Hall Training Room (could use park pavilion as a much larger option)
  - Format - Open house, town hall, or moderated forum
  - Full operational ownership
- **Staff lift:** High

### **Leveraging Relationships:**

Can we leverage our existing relationships with our State or County representatives to help facilitate candidate participation?

- Jodi Habush-Sinykin
- Deb Andraca
- Rob Holyoke

### **Key Considerations:**

- Maintaining our nonpartisan posture
  - Required to be an open invitation to all candidates of that particular race
  - Mitigate risk of uneven candidate participation (either real or perceived)
  - Engagement needs to remain purely informational vs promotional
- Candidate availability within compressed pre-primary and post-primary window
  - Reaching out to candidates pre-primary vs post-primary (smaller number of candidates after primary – more manageable)
- Venue size vs. expected turnout
- Format: One candidate at a time, panel of multiple candidates

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## Mueller Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective this 20th day of September, 2010, by and between the Village of Thiensville, a Wisconsin Municipal Corporation ("Landlord") and Greg Mueller Upholstery, a sole proprietorship, located at 121 S. Main Street, Village of Thiensville, Ozaukee County, Wisconsin ("Tenant").

Landlord is the owner of land legally described as follows

Landlord makes available for lease a portion of the parking lot as shown in Certified Survey map #3693, (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

### 1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord; for an "Initial Term" beginning 9-20-2010 and ending 9-20-2015.

B. Tenant may renew the Lease for a term of one (1) year. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than sixty (60) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

### 2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of \$400.00 per year. Each installment payment shall be due in advance on the first day of September of each year during the lease term to Landlord at 250 Elm Street, Thiensville, Wisconsin 53092 or at such other place designated by written notice from Landlord or Tenant. A grace period of 10 days is allowed for late payments, after which any overdue payments bear interest of an annual rate of ten percent (10%). The rental payment amount for any partial calendar years included in the lease term shall be prorated on a monthly basis.

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be \$400.00 per year, plus a increase calculated by multiplying the rental amount with the consumer price index rate as of the date of the renewal.

### 3. Use

Tenant may use the premises as a parking lot.

### 4. Sublease and Assignment.

Tenant shall have the right, without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this

Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

**5. Alterations.**

Landlord reserves the right to request the removal of the fence which has been constructed by tenant. Said removal shall be performed in a workmanlike manner within 60 days of landlord's written request. At the time of said fence removal, landlord will further request that the west thirty feet of the lot be used on a non-exclusive basis for parking, with a layout which would allow access to parking located to the south of the Mueller property. If tenant is unwilling to remove the fence or allow non-exclusive use, landlord reserves the right to terminate this lease or remove the western thirty feet from the leased premises and allow tenant to pay a reduced rent based upon the remaining square footage.

**6. Property Taxes.**

Tenant shall pay, prior to delinquency, all installments of special assessments coming due during the Lease term on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

**7. Insurance.**

A. If the Leased Premises is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant shall maintain a policy or policies of comprehensive general liability insurance with respect to the tenants activities on the leased premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration.

**8. Entry.**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

**9. Default.**

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction

thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

10. **Condemnation.**

If any legally constituted authority condemns the land or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

11. **Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Village Administrator, Village of Thiensville

250 Elm Street

Thiensville, WI 53092

If to Tenant to:

Greg Mueller Upholstery

121 S. Main Street

Thiensville, WI 53092

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

12. **Brokers.**

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

13. **Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express

waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

14. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

15. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

16. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

17. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

18. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

19. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:

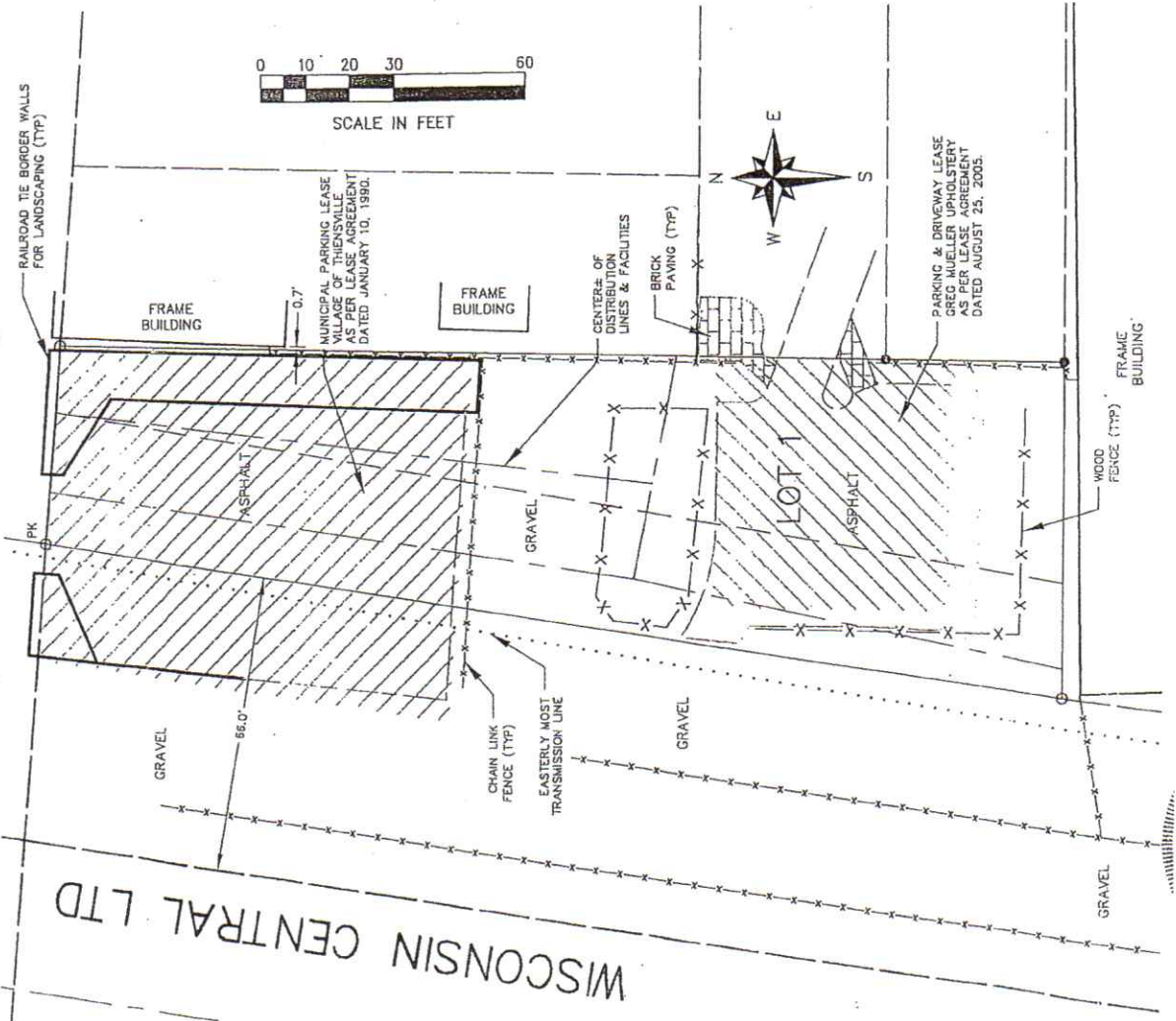
  
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TENANT:

  
\_\_\_\_\_

CERTIFIED SURVEY MAP 3693

Being part of the Southeast 1/4 of the Northeast 1/4 of Section 22, Town 9 North, Range 21 East, Village of Thiensville, Ozaukee County, Wisconsin.



## ADDENDUM A: INITIAL LEASE



### Mueller Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective this 17<sup>th</sup> day of August, 2015, by and between the Village of Thiensville, a Wisconsin Municipal Corporation ("Landlord") and Greg Mueller Upholstery, a sole proprietorship, located at 121 S. Main Street, Village of Thiensville, Ozaukee County, Wisconsin ("Tenant").

Landlord makes available for lease a portion of the parking lot as shown in Certified Survey map #3693, (the "Leased Premises")

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

#### 1. Term

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning 9-21-2015 and ending 9-20-2016.

B. This lease shall continue in effect from year to year thereafter unless written notice of termination is given by either party to the other at least sixty (60) days prior to the expiration of this lease or the end of any year of continuation.

#### 2. Rental

A. Tenant shall pay to Landlord during the Initial Term rental of \$400.00 per year. Each installment payment shall be due in advance on the first day of each calendar year during the lease term to Landlord at 250 Elm Street, Thiensville, Wisconsin 53092 or at such other place designated by written notice from Landlord or Tenant. A grace period of 10 days is allowed for late payments, after which any overdue payments bear interest of an annual rate of ten percent (10%). The rental payment amount for any partial calendar years included in the lease term shall be prorated on a monthly basis.

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be \$400.00 per year, plus a increase calculated by multiplying the rental amount with the consumer price index rate as of the date of the renewal.

#### 3. Use

Tenant may use the premises as a parking lot.

#### 4. Sublease and Assignment

Tenant shall have the right, without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above. Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5 Property Taxes.

Tenant shall pay, prior to delinquency, all installments of special assessments coming due during the Lease term on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

6 Insurance.

A. If the Leased Premises is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant shall maintain a policy or policies of comprehensive general liability insurance with respect to the tenants activities on the leased premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration.

7. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

8. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

9. Condemnation.

If any legally constituted authority condemns the land or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the

condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

10. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Village Administrator, Village of Thiensville  
250 Elm Street  
Thiensville, WI 53092

If to Tenant to:

Greg Mueller Upholstery  
121 S. Main Street  
Thiensville, WI 53092

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

11. Brokers.

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

12. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

13. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

14. Successors.

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The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

15. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

16. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

17. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

18. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:

By: Van G. Mobley  
Van Mobley, Village President

ATTEST:

By: Dianne S. Robertson  
Dianne Robertson, Village Clerk/Administrator

TENANT:

Greg Mueller  
Greg Mueller



**LEASE MODIFICATION AGREEMENT FOR MUELLER LEASE**

**THIS LEASE MODIFICATION AGREEMENT** is made and entered into this 15<sup>th</sup> day of January, 2018, by and between **Village of Thiensville**, a Wisconsin municipal corporation, hereinafter referred to as "Landlord," **Greg Mueller Upholstery**, a sole proprietorship, hereinafter collectively referred to as "Tenant", and **Michael Koepke**, hereinafter referred to as "Sublessee" to modify a lease executed on August 17<sup>th</sup>, 2015 ("Initial Lease") by Landlord and Tenant. Landlord, Tenant and Sublessee may be collectively referred to as the "Parties."

**RECITALS**

**WHEREAS**, Landlord and Tenant entered into the Initial Lease Agreement dated August 17, 2015 wherein Landlord leased to Tenant parking space located near 121 S. Main St., Village of Thiensville. The Initial Lease is attached and incorporated by reference as Addendum A;

**WHEREAS**, Tenant desires to sublease 50% of the space to Sublessee and seeks Landlord consent pursuant to Article 4 of the Initial Lease;

**WHEREAS**, Landlord desires to consent to the sublease provided that Tenant and Sublessee are jointly and severally liable for the rental payments and Sublessee agrees and accepts all of the terms of the Initial Lease.

**NOW, THEREFORE**, for and in consideration of the duties, covenants and obligations of each to the other hereunder, the Premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to modify the Initial Lease, as follows:

1. Tenant and Sublessee shall be jointly and severally liable for the payment terms under Article 2 of the Initial Lease.
2. Sublessee agrees to become a party to the Initial Lease and bound by all of the provisions of the Initial Lease as if Sublessee is an additional tenant.
3. Subject to the Modifications contained herein, the Lease shall remain in full force and effect.

## **LEASE MODIFICATION AGREEMENT FOR MUELLER LEASE**

**THIS LEASE MODIFICATION AGREEMENT** is made and entered into this 15<sup>th</sup> day of June, 2020, by and between **Village of Thiensville**, a Wisconsin municipal corporation, hereinafter referred to as "Landlord," **Greg Mueller Upholstery**, a sole proprietorship, hereinafter collectively referred to as "Tenant" modify a lease executed on August 17<sup>th</sup>, 2015 which was extended by agreement until September 20, 2020 ("Lease Agreement") by Landlord and Tenant. Landlord, Tenant may be collectively referred to as the "Parties."

### **RECITALS**

**WHEREAS**, Landlord and Tenant entered into the Initial Lease Agreement dated August 17, 2015 wherein Landlord leased to Tenant parking space located near 121 S. Main St., Village of Thiensville which was subsequently extended and modified by adding Michael Koepke as a sublessee;

**WHEREAS**, Landlord and Tenant desire to modify and extend the Lease agreement subject to the removal of Michael Koepke as a sublessee and an indemnification and a hold harmless agreement from Tenant for any claims of Michael Koepke related to its sublease and/or its termination;

**WHEREAS**, Landlord desires to terminate its consent of Michael Koepke's sublease due to costly complications relating thereto and has provided sixty (60) days' notice to Michael Koepke.

**NOW, THEREFORE**, for and in consideration of the duties, covenants and obligations of each to the other hereunder, the Premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to modify the Initial Lease, as follows:

1. The Parties agree to extend the terms pursuant to Article 1 ("Term") on a year-to-year tenancy.
2. The Parties agree to terminate and remove Michael Koepke as a sublessee under the prior Lease Modification.
3. Tenant agrees to hold harmless and indemnify Landlord from any claims made by Michael Koepke, or his assigns, agents, heirs or invitees as a result of his prior sublease of the premises and/or the termination thereof.

4. Subject to the Modifications contained herein, the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Lease Modification Agreement to be executed as of the date first written above.

**Landlord:**

**Village of Thiensville**



Van Mobley, Village President

**Tenant:**

**Greg Mueller Upholstery**

  
Greg Mueller, Sole Proprietor

**Attest:**

  
Amy Langlois, Village Clerk



Notes:  
 All fireworks for this event will be 1.4 consumer grade. UN0336 & UN0431  
 All shells will be 3" or less  
 The entire show will be electronically fired.

Please refer any questions to Matt McEvilly at Blackhawk Fireworks - 262-844-2989



Blackhawk Fireworks LLC  
 1024 Falls Rd  
 Grafton, WI 53024  
 262-844-2989 / blackhawkfireworks@gmail.com

Proposed shoot site  
 and safety lines for  
 Lionsfest 2026