

VILLAGE OF THIENSVILLE
COMMITTEE OF THE WHOLE
AGENDA

DATE: Monday, May 2, 2016

LOCATION: 250 Elm Street
Thiensville, WI

Tme: 6:00 PM

I. CALL TO ORDER

II. ROLL CALL

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

III. BUSINESS

A. Review Capital Expenditures List

Documents: [CAPITAL EXPENDITURES.PDF](#)

B. Review And Recommendation Regarding Use Of Molyneux Park By The Thiensville Business Association To Have Jazz In The Park

C. Review And Recommendation To Enter Into A Franchise Agreement With The Cheel, 105 South Main Street, To Allow Outdoor Seating And Serving Of Liquor In The Public Right-Of-Way

Documents: [CHEEL OUTDOOR SEATING PICTURE.PDF](#), [FRANCHISE AGREEMENT.PDF](#)

D. Review And Recommendation To Adopt Ordinance No. 2016-01 Repealing, Replacing And Renaming Article V. Of Chapter 18 Of The Village Code To "Street Vendors"

Documents: [STREET VENDOR ORDINANCE.PDF](#)

E. Review And Recommendation Regarding Temporary Class B Beer And Class B Wine For Thiensville Mequon Lions Club For Lionfest 2016 On June 10, 11 And 12, 2016; 2016 Farmer's Market On Tuesdays From June 14 - October 25, 2016; And Applefest On October 2, 2016

F. Operator's Licenses - Renewal

1. Glaze, Llc

Heather Anne Albrecht, Philip Gerald Eckert, Nancy Elizabeth Grittner,
Skye Fisher Marach

2. Remington's River Inn
Charise Elaine Albers
3. Shully Catering, Inc.
Douglas Hogan, John Janz, Scott S. Jones, Mark D. Lavine, Steven Thuilliez,
Jane F. Weske

G. Operator's Licenses - New

1. Falafel Guys
Daemon James Randall

H. BOARD APPOINTMENTS:

Ozaukee County Bike Trails Committee
Ronald G. Heinritz, One-Year Term

Board Representative to Mid-Moraine
David A. Lange, One-Year Term

Community Development Authority
Rob Holyoke, Four-Year Term
Vacant

Farmland Preservation Committee
Ronald G. Heinritz, One-Year Term

Historic Preservation Commission
Ronald Heinritz, One-Year Term

M-T Bikeway Commission
Ron Heinritz, Three-Year Term

Telecommunication & IT Oversight
Rob Holyoke, One-Year Term

TBRC
Kim C. Beck, One-Year Term
David A. Lange, One-Year Term

Weyenberg Library Board
Rob Holyoke, Three-Year Term

I. CITIZEN APPOINTMENTS:

Community Development Authority
Todd Ruhkick, 408 Oakwood Drive, Four-Year Term

Historic Preservation Commission
Bob Blazich, 317 West Street, Three-Year Term
Mary Giuliani, 409 Susan Lane, Three-Year Term

Weyenberg Library Board
Mary (Mimi) Rosing, 512 Alta Loma Drive, Three-Year Term

J. STAFF APPOINTMENTS:

Auditor
John Knepel, CPA, Annually

Emergency Government Director
Andy J. LaFond, Two-Year Term

Planner

Jonathan P. Censky, Annually

IV. BUSINESS FROM THE FLOOR

A. Citizens to be Heard

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

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

A. Inter-Governmental Committee With Mequon

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

C. Acceptance/Report Of Gifts Received:

1. \$500.00 To The Thiensville Police Department-Auxiliary From The T-M Lions Club, Inc.
2. \$350.00 To The Thiensville Police Department-Baseball Cards From The T-M Lions Club, Inc.
3. \$350.00 To The Thiensville Police Department-Bike Safety From The T-M Lions Club, Inc.
4. \$1,331.69 To The Village Of Thiensville-Village Park Playground Improvements From The T-M Lions Club, Inc.
5. \$500.00 To The Thiensville Volunteer Fire Department Co. From The T-M Lions Club, Inc.

D. Dialog With Mequon Regarding Water Utility Service

E. Review Next Month's Meeting Date Schedule

VI. ADJOURNMENT

Amy L. Langlois, Village Clerk

April 29, 2016

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

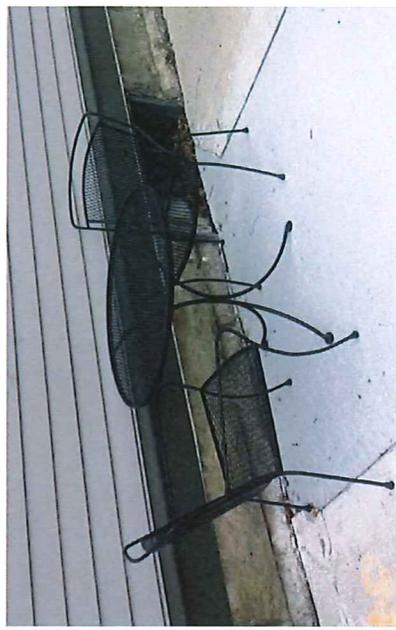
Notice is hereby given that a quorum of the Village Board and/or Village Committees may be in attendance at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take any formal action thereto at this meeting.

VILLAGE OF THIENSVILLE
2016 CAPITAL PROJECT EXPENDITURE REPORT
MAY 2, 2016

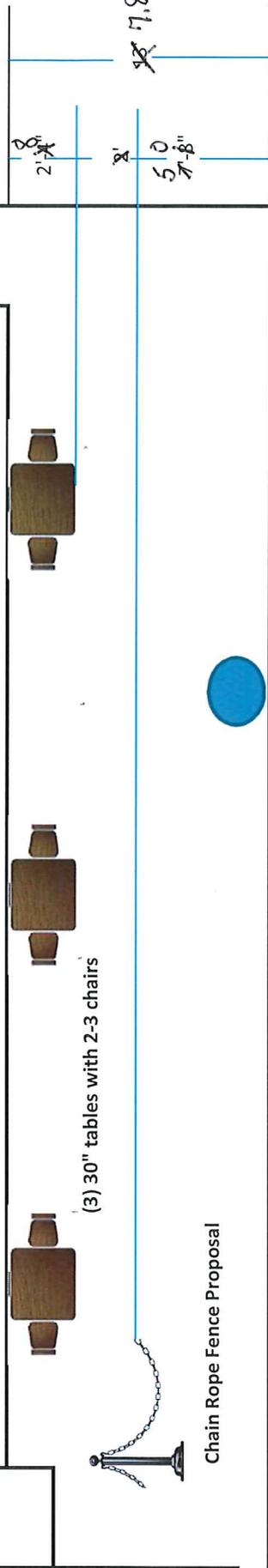
ITEM BUDGETED	AMOUNT BUDGETED	AMOUNT IN RESERVES	TOTAL AMOUNT AVAILABLE	ACTUAL EXPENSE	DIFFERENCE	2016 NOT FUNDED	PRIOR YEAR
ADMINISTRATION							
Replace Rooftop HVAC-Village Board Room	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,000.00	
Ambulance Bay Heating Unit	\$ -	\$ -	\$ -	\$ 4,390.00	\$ (4,390.00)	\$ -	
New Voting Machine	\$ 7,800.00	\$ -	\$ 7,800.00	\$ -	\$ 7,800.00	\$ -	
Riverview Drive Bike Route Signs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,100.00
Front Office Computers/Laptops/Printer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,500.00	
Front Office Filing/Storage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,500.00	
	\$ 7,800.00	\$ -	\$ 7,800.00	\$ 4,390.00	\$ 3,410.00	\$ 29,000.00	
POLICE DEPARTMENT							
3 Tactical Vests	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2 Squad Replacement (Year 4 of 4)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,000.00	
3 Tazers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00
Body Cameras	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,000.00	
P25 Radios	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,500.00	
Stationary Internet Access Point for Squads 1&2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,500.00	\$ 3,000.00
FIRE DEPARTMENT							
Fire Department Tires	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	
Dive Truck Springs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00
Hose Replacement Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 6,272.67
Equipment Replacement Fund	\$ -	\$ 102,529.08	\$ 102,529.08	\$ -	\$ 102,529.08	\$ -	
Radio Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00
Toughbook Replacement for EMS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000.00	
Replace Truck #563	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 273,000.00	
Pager Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	
Turout Gear	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	
	\$ -	\$ 102,529.08	\$ 102,529.08	\$ -	\$ 102,529.08	\$ 297,000.00	\$ 14,272.67
PUBLIC WORKS DEPARTMENT							
Vehicle Replacement Fund	\$ -	\$ 49,910.67	\$ 49,910.67	\$ -	\$ 49,910.67	\$ 20,000.00	
DPW Garage Heater	\$ -	\$ -	\$ -	\$ 2,727.00	\$ (2,727.00)	\$ -	
Street Light Pole Replacements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000.00	\$ 21,696.91
Emerald Ash Borer Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,000.00	\$ 12,728.50
Utility Trailer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,800.00	
Camera Upgrade-Public Works Yard	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	
Downtown Wayfinding Signs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00
Brush Chipper	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00	
Replace Street Light Glass Fixtures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 87,587.34
Radio Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,500.00	
Sidewalk Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000.00	
Front End Loader Tires	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,800.00	
	\$ -	\$ 49,910.67	\$ 49,910.67	\$ 2,727.00	\$ 47,183.67	\$ 98,100.00	\$ 127,012.75
DPW PARK DEPARTMENT							
Bleachers	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00	\$ 30,000.00	
Annual Pigeon Creek Maintenance	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 7,559.80
Annual Fishladder Maintenance	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 3,961.80
Tennis Court Light Replacement	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 8,000.00	
Geese Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,600.00
	\$ 53,000.00	\$ -	\$ 53,000.00	\$ -	\$ 53,000.00	\$ 53,000.00	\$ 13,121.60
UNCLASSIFIED IMPROVEMENT FUND							
Water Main on Main Street	\$ -	\$ 243,395.87	\$ 243,395.87	\$ 8,093.20	\$ 235,302.67	\$ -	
Assessment Revaluation	\$ 5,840.00	\$ -	\$ 5,840.00	\$ 1,460.00	\$ 4,380.00	\$ -	\$ 11,680.00
Entryway Feature	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00	
Old Village Hall Upper Floor Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000.00	
Downtown Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Profile & Concrete Replace. Main Street	\$ 1,145,000.00	\$ 29,346.85	\$ 1,174,346.85	\$ 3,248.75	\$ 1,171,098.10	\$ -	
Replace Park Restrooms	\$ -	\$ -	\$ -	\$ 838.87	\$ (838.87)	\$ -	
Remediation DPW Yard	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	
Thiensville Business Association Event	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Village Dam Inspection	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	
Village Park Improvement Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00	
Buntrock Lot Improve. & Trail Shade Structure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,000.00	
Freistadt Road/Pedestrian Path	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 210,000.00	
Madero/Riverview to Freistadt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 58,212.00	
Madero/Coronada to Riverview	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,699.00	
Madero/Rivereedge to Freistadt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 134,009.00	
Sunny/Storm Sewer Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000.00	
TBA Event	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	
CONTINGENCY	\$ 314,201.00	\$ -	\$ 314,201.00	\$ 299.85	\$ 313,901.15	\$ -	
	\$ 1,472,041.00	\$ 272,742.72	\$ 1,744,783.72	\$ 13,940.67	\$ 1,730,843.05	\$ 854,920.00	\$ 11,680.00
TOTALS	\$ 1,532,841.00	\$ 425,182.47	\$ 1,958,023.47	\$ 21,057.67	\$ 1,936,965.80	\$ 1,368,520.00	\$ 169,087.02

11/3/15

MOTION by Commissioner Dyer, **SECONDED** by Commissioner Gengler to recommend to the Village Board to enter into a Franchise Agreement for outdoor seating in the Right-of-Way with The Cheel subject to approved insurance coverage, a submitted and approved scale plan, at least a 5-foot pedestrian walkway and an appropriate fence. **MOTION CARRIED UNANIMOUSLY.**



BUNTRUCK



(3) 30" tables with 2-3 chairs

Chain Rope Fence Proposal

Lightpole

MAIN ST.

FRANCHISE AGREEMENT

This FRANCHISE AGREEMENT, made and entered into at Thiensville, Wisconsin, this 16th day of May, 2016, by and between the parties below.

WITNESSETH:

ARTICLE 1. BASIC PROVISIONS AND DEFINED TERMS

- a. Franchisor: The Village of Thiensville, a Wisconsin Municipal Corporation.
- b. Franchisor's Address: 250 Elm Street, Thiensville, WI 53092.
- c. Franchisee: Cheel, LLC., Matthew Buerossie, Agent.
- d. Franchisee's Address: 105 S. Main St., Thiensville, WI 53092.
- e. Premises: Outdoor seating area approximately 2 feet, 4 inches wide by 35 feet, 10 inches long. The area is located adjacent to the front building elevation and will be fenced per terms of this lease. At all times 5 feet, 0 inches must be maintained for the public sidewalk.
- f. Franchise Term: Commencing on May 16, 2016, and ending on June 30, 2017.
- g. Compensation: Franchisee shall provide \$50.00 to the Franchisor.
- h. Security Deposit: \$0
- i. Permitted Use: Outdoor seating area for dining only for up to 0 four-person tables and 3 two-person tables. Additional uses may be allowed upon prior written consent of Franchisor. Such consent shall be at the discretion of Franchisor and may be granted by the Village Administrator.

Each of the foregoing basic provisions and defined terms shall be construed in conjunction with and limited by the reference thereto in the other provisions of the Agreement.

ARTICLE 2. GRANTING CLAUSES AND RENEWAL TERM

Franchisor hereby demises and leases to Franchisee and Franchisee hereby rents and takes from the Franchisor the Premises, to have and to hold the Premises for the Franchise Term, all upon the terms and conditions, and subject to the limitations, restrictions, and reservations, herein provided.

This Agreement shall be contingent upon the Village Board of the Franchisor granting the necessary special exception permit to allow private use of the public right-of-way. In the event that this permit is not granted to the Franchisee, for any reason, this Agreement shall be null and void.

ARTICLE 3. ACCEPTANCE OF PREMISES

- a. Franchisee accepts the premises as is. Franchisee shall promptly report to Franchisor any unsafe condition of the pavement surface that may develop on the Premises.

ARTICLE 4. USE AND CARE OF PREMISES

- a. Use. The Premises shall be occupied and used only for the purposes set forth in paragraph i. of Article 1 and for no other purpose whatsoever.
- b. Compliance with Laws. Franchisee shall promptly comply with all laws, ordinances, orders, and regulations affecting the Premises and the cleanliness, safety operation, and use thereof, including, but not limited to, compliance with any State of Wisconsin Health Department regulations and all applicable requirements under the Americans with Disabilities Act.
- c. Restrictions on Use of Premises. Franchisee shall no (i) permit any unlawful practice to be carried on or committed on the Premises; (ii) make any use of or allow the Premises to be used in any manner or for any purpose that might invalidate or increase the rate of insurance on any policy maintained by the Franchisor; (iii) use the Premises for any purposes which might create a nuisance or injure the reputation of the Premises or the Franchisor; (iv) deface or injure the Premises; (v) commit or suffer any waste; (vi) permit any objectionable or unpleasant odors to emanate from the Premises.
- d. Signs and Advertisements. No sign, advertisement, display, notice, or other lettering shall be exhibited, inscribed, painted, or affixed on any part of the Premises. This includes, but is not limited to, temporary signage of any kind, or signage on umbrellas over tables, unless by prior written authorization from the Village of Thiensville Plan Commission.
- e. Care of Premises. Tenant shall take good care of the Premises and keep the same free from waste, rodents, and insects at all times and shall carefully store in an orderly manner all trash and garbage within the Premises.
- f. Operation. Franchisee shall conduct Franchisee's business at all times in a first-class high-grade manner consistent with reputable business standards and practices in good faith.

- g. Fencing. The Premises shall be fenced in and any fencing is subject to prior written approval by the Village of Thiensville Plan Commission. The fencing shall be entirely enclosed. Direct access to the Premises shall be only from the north existing doors to Franchisee's Address. The fence shall be removable for purposes of granting emergency access and upon termination of the Franchise Term and shall not be adhered to the surface of the pavement.
- h. Liquor License. If alcoholic beverages are to be consumed in the Premises, then Franchisee shall amend Franchisee's liquor license to show this expanded area.

ARTICLE 5. REPAIR AND MAINTENANCE ON PREMISES

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

ARTICLE 6. ALETERATIONS

Franchisee shall not attach any fixtures or article to the Premises, or make any alterations, additions, improvements, or change whatsoever in the Premises without the written consent of the Franchisor.

ARTICLE 7. LIENS

Franchisee shall promptly pay for all work done or material furnished in or about the Premises and will not permit or suffer any lien to attach to the Premises and shall promptly cause such lien or any claim therefore to be released.

ARTICLE 8. INSURANCE

- a. Casualty Insurance. Franchisee agrees at all times, at its expense, to keep its merchandise, fixtures, equipment, leasehold improvements, and other property situated within the Premises insured against fire and other hazards, with extended coverage, to the extent of at least 80% of the replacement value thereof.

- b. Liability Insurance. Franchisee agrees to carry during the term hereof public liability insurance in respect of the Premises written by a company satisfactory to the Franchisor providing coverage in the minimum amount of \$1,000,000 against liability for injury to or death of any person and \$2,000,000 against liability arising out of any one accident or occurrence, and also \$50,000 against liability arising out of damage to property. Such insurance shall name Franchisor, its agents, beneficiaries, and employees as additional insured parties and shall provide that Franchisor shall be given a minimum of ten (10) days' notice by the insurance company prior to cancellation, termination, or change of such insurance. Franchisee shall provide Franchisor with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof.

ARTICLE 9. WAIVER OF SUBROGRATION

Franchisor, Franchisee, and all parties claiming under them mutually, release and discharge each other from all claims and liabilities arising from or caused by fire or other casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the Premises or in connection with property on or activities conducted on the Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof. Franchisor and Franchisee further agree that all fire and extended coverage insurance, boiler insurance, and other insurances carried by each covering losses arising out of destruction or damage to the Premises or its contents or to adjoining building shall provide for a waiver of rights or subrogation against Franchisor and Franchisee, as the case may be, on the part of the insurance carrier.

ARTICLE 10. ASSIGNMENT AND SUBLETTING

Franchisee shall not sublet the Premises in whole or in part and shall not sell, assign, mortgage, pledge, or in any manner transfer this lease or any interests therein without in each case the consent in writing of the Franchisor first had and obtained, which consent will not be unreasonably withheld, nor permit any transfer of Franchisee's interest created hereby or allow any lien upon Franchisee's interest by operation of law, nor permit the use or occupancy of the Premises or any part thereof by anyone other than Franchisee.

The Thiensville Village Administrator shall be designated as the representative of Franchisor to approve any sub-franchisee.

ARTICLE 11. ACCESS TO PREMISES

Franchisee agrees that Franchisor, its agents, employees and servants, and any other person authorized by Franchisor may, upon reasonable notice and without disruption of the business of Franchisee (except for emergencies), enter the Premises for the purpose of inspecting and making such repairs (structural or otherwise), additions, improvements, changes, or

alterations to the Premises as may be required under this Agreement or as Franchisor may elect. Any entry into or inspection of or repairs, additions, improvements, changes, or alterations to the Premises pursuant to this Article shall not constitute eviction of Franchisee in whole or in part and the rent shall not abate while such work is being done by reason of loss or interruption of business of Franchisee or otherwise. In the event of any such repairs, additions, improvements, changes, or alterations, Franchisee shall, at Franchisee's sole cost and expense, remove promptly Franchisee's fixtures, equipment, inventory, and other property to the extent required to enable Franchisor to make such repairs, additions, improvements, changes, or alterations. In the event of an emergency, no notice shall be due Franchisee in order for Franchisor to have access. Nothing in this Article or Agreement shall preclude or prohibit the Building Inspector from acting or exercising his duties under and pursuant to the Thiensville Code of Ordinances.

ARTICLE 12. DEFAULT OF FRANCHISEE

- a. Event of Default. An event of default shall be deemed to have occurred if (i) Franchisee shall fail to provide the requisite Compensation and such failure shall continue for a period of 10 days, or (ii) Franchisee fails to procure or maintain any policy of insurance required under this Agreement, and such default shall continue for a period of 10 days after delivery to Franchisee of notice specifying such default, or (iii) Franchisee fails in the prompt and full performance of any covenants, condition, or agreement of this Agreement and such reasonable time (in no event to exceed 30 days) after delivery of performance, or (iv) the Premises shall be vacated or abandoned or shall cease to be used for the purpose permitted under this Agreement for a period of 15 days, or (v) any proceeding shall be commenced to declare Franchisee bankrupt, dissolved, or insolvent or to obtain relief under any chapter or provision of any bankruptcy or debtor relief law or act or to reduce or modify Franchisee's debts or obligations or to delay or to extend the payment thereof, or any assignment of Franchisee's property be made for benefit of creditors, or a receiver or trustee be appointed for Franchisee or any of Franchisee's property or business. Upon the occurrence of any event of default, Franchisor may, at its option, without further notice or demand of any kind to Franchisee or any other person, exercise the following described remedies (in addition to all other legal or equitable remedies):

- i. Franchisor may enter the Premises, without terminating this Agreement, and perform any covenant or agreement or satisfy or observe any condition creating or giving rise to a default under this Agreement. Franchisor, its agents or employees, shall have the right to enter the Premises and such entry and such performance shall not terminate this Agreement or constitute an eviction of Franchisee in whole or in part, nor relieve Franchisee from the continued performance of all covenants, conditions, and agreements in this Agreement. Franchisee further

agrees that Franchisor shall not be liable for any claims for loss or damage to Franchisee or anyone claiming through or under Franchisee.

- ii. Franchisor may terminate Franchisee's right of possession, without termination of this Agreement, in which event Franchisee agrees to surrender possession and vacate the Premises immediately and deliver possession thereof to Franchisor and Franchisee hereby grants to Franchisor full and free license to enter into and upon the Premises, in whole or in part, with or without process of law and to repossess Franchisor of the Premises or any part thereof and to expel or remove Franchisee and any other person, firm, or corporation who may be occupying or within the Premises or any part thereof and remove any and all property there from, using such force as may be necessary, without terminating this Agreement or releasing Franchisee in whole or in part from Franchisee's obligation to provide the requisite Compensation and perform any of the covenants, conditions, and agreement to be performed by Franchisee as provided in this Agreement without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, and without relinquishing Franchisor's right to rental or any other notice of any election made by Franchisor under this Article, demand for payment of rent or for possession, including any and every form of demand and notice prescribed by any statute or other law.

- b. No Waiver. The service of a notice to quit the Premises, demand for possession, notice that the tenancy hereby created will be terminated on any date, institution of an action of forcible detainer or ejectment or entering of a judgment for possession of the Premises shall not relieve Franchisee from Franchisee's obligation to pay the requisite Compensation hereunder during the balance of the Franchise Term or any extension thereof, except as herein expressly provided. The providing of the requisite Compensation by the Franchisee thereof shall not constitute a waiver of or affect any notice or demand given, suit instituted, or judgment obtained by Franchisor, or be held to waive, affect, change, modify, or alter the rights or remedies which Franchisor may have to equity or at law or by virtue of this Agreement at the time of such payment.

ARTICLE 13. COSTS, EXPENSES, ATTORNEY'S FEES

In any action to enforce the covenants and agreements of this Agreement, the prevailing party shall recover from the other party all costs, expenses, and reasonable attorney's fees incurred or paid by the prevailing party in connection with such litigation or enforcement of the covenants and agreements set forth herein.

ARTICLE 14. SURRENDER OF PREMISES

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

ARTICLE 15. NOTICES

Notices and demands required or permitted to be given hereunder may be given by personal delivery to either party or any officer of the party to be notified, or may be sent by certified mail, return receipt requested, addressed, postage prepaid, to the following representatives and addresses:

Franchisor: Village of Thiensville, Attention : Village Administrator, 250 Elm Street, Thiensville, WI 53092.

Franchisee: Cheel, LLC Matthew Buerossie, Agent 105 S. Main St., Thiensville, WI 53092.

ARTICLE 16. REMEDIES

All rights and remedies of Franchisor herein created or reserved or otherwise existing at law, are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as Franchisor shall deem desirable.

ARTICLE 17. REPRESENTATIONS

It is understood and agreed by Franchisee that Franchisor has made no representations or promises with respect to the Premises or the making or entry into this Agreement except as in this Agreement expressly set forth, and that no claim or liability or cause for termination shall be asserted by Franchisee against Franchisor for, and Franchisor shall not be liable by reason of breach of, any representations or promises not expressly stated in this Agreement.

ARTICLE 18. WAIVER

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

ARTICLE 19. MISCELLANEOUS

- a. Time is of the Essence. The time of the performance of all of the covenants, conditions, and agreements of this Agreement is of the essence of this Agreement. Nothing herein shall be construed so as to constitute a joint venture or partnership between Franchisor and Franchisee.
- b. Quiet Enjoyment. Franchisor hereby covenants and agrees that if Franchisee shall perform all of the covenants and agreements herein required to be performed on the part of Franchisee, Franchisee shall, subject to the terms of this Agreement, at all times during the continuance of this Agreement have the peaceable and quiet enjoyment and possession of the Premises.
- c. Entire Agreement and Amendments. This Agreement and the Exhibits hereto contain the entire agreement between the parties, and no such agreement shall be effective to change, modify, or terminate this Agreement, in whole or in part, unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification, or termination is sought.
- d. Interpretation. The necessary grammatical changes required to make the provisions of this Agreement apply to the plural sense, where there is more than one franchisee and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though, in each case, fully expressed. The laws of the State of Wisconsin shall govern the validity, performance, and enforcement of this Agreement. The submission of this Agreement for examination does not constitute an offer to lease, or a reservation of or option for the Premises, and this Agreement becomes effective only upon execution and delivery thereof by Franchisor and Franchisee. The captions used herein are convenience only and do not define, limit, describe, or construe the terms of this Agreement.
- e. Severability. No provision of this Agreement shall be construed or interpreted in any manner which would render such provision invalid. If any provisions of this Agreement is held to be invalid, such invalid provision shall be deemed to be severable from, and shall not affect the validity of, the remainder of this Agreement.
- f. Terms Binding. All covenants, promises, conditions, representations, and agreements herein contained shall be binding upon, apply, and inure to the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns. Franchisee warrants and represents that this Agreement is being signed by a duly authorized representative of Franchisee.

IN WITNESS THEREOF, the parties hereto have executed and delivered this Agreement on the day and year first above written.

FRANCHISEE: Cheel, LLC

By: _____

Matthew Buerossie, Agent

FRANCHISOR: Village of Thiensville

By: _____

Van A. Mobley, Village President

Attested to:

Amy L. Langlois, Village Clerk

Field Code Changed

**VILLAGE OF THIENSVILLE
OZAUKEE COUNTY, WISCONSIN
ORDINANCE NO. _____
AN ORDINANCE REPEALING, REPLACING AND RENAMING
ARTICLE V. OF CHAPTER 18
OF THE VILLAGE CODE TO "STREET VENDORS"**

WHEREAS, the Village Board desires to control and regulate the use of streets and sidewalks to the end that the safe use of sidewalks by pedestrians and roads by vehicles is ensured; and

WHEREAS, the Village Board further desires to protect Village residents from unsanitary food consumption/sales or fraudulent sales; and

WHEREAS, the ~~Town~~-Village Board finds that creating regulations for street vendors will control and regulate the use of streets and sidewalks for Village residents, will assure the safe and orderly performance of selling on streets and sidewalks, and will prevent unsanitary or fraudulent sales and is in the best interest of the health, welfare, and safety of Village residents.

THEREFORE, the Village Board of the Village of Thiensville do ordain as follows:

1. Chapter 18, Article V of the Village of Thiensville Municipal Code is hereby repealed and replaced with the following language:

ARTICLE V. STREET VENDORS

DIVISION 1. - GENERALLY

Sec. 18-206 – Definitions.

The following words, terms, and phrases, when used in this ordinance, shall have the meanings ascribed to them in this Article, except where the context clearly indicates a different meaning:

Amenity strip shall mean a minimum four (4) foot width between the curb and an eight (8) foot pedestrian right-of-way.

Street vendor means any person who sells or offers for sale any goods, wares, merchandise, or services for sale from any mobile unit which is propelled by human power, including, but not limited to, mobile food establishments.

Mobile food establishment means a restaurant or retail food company and/or individual that serves or sells food from a movable vehicle, push cart, or trailer which periodically or continuously changes location and requires a service base to accommodate the unit for servicing, cleaning, inspection, and maintenance, or except as specified in the Wisconsin Food Code. Mobile food establishment does not include a vehicle which is used solely to transport or deliver food or a common carrier regulated by the state or federal government.

Amenity strip unit means a movable push cart, trailer, or other device which is on wheels and of sufficiently lightweight construction that it can be moved from place to place by one (1) adult person without any auxiliary power. The device shall not be motorized so as to move on its own power.

Mobile unit means any movable vehicle, push cart, trailer, or other device, either motorized or pedal-powered, that is readily movable, and designed and equipped to prepare, serve, or sell food or goods.

Vehicle means any motor vehicle as defined by Wis. Stats. § 340.01(35).

Trailer means as vehicle as defined by Wis. Stat. § 340.01(71).

Street Occupancy License means the license granted by the Village of Thiensville that allows the street vendor to operate his or her business as a mobile food establishment, amenity strip unit, and/or a mobile unit within the Village of Thiensville.

Street Occupancy Permit means the license granted by the Village of Thiensville that allows a street vendor to operate his or her amenity strip unit, and/or mobile unit at a specific location within the Village of Thiensville.

Sec. 18-207—18-230. – Reserved.

DIVISION 2 – LICENSING AND PERMIT REQUIRED

Sec. 18-231.- Street Occupancy License and Street Occupancy Permit Required

No street vendor shall vend, sell, or dispose of, or offer to vend, sell, or dispose of goods, wares, merchandise, produce, or any other thing at any place whatsoever without first obtaining street occupancy license and, if necessary, a street occupancy permit as set forth in this Article. This Article shall include all street vendors using amenity strip units or mobile units, whether vending goods or food.

Sec. 18-232.- Permit Limits

No more than one (1) street occupancy permit for amenity strip unit shall be issued per block. One (1) block shall be defined to mean the area between intersections on a single side of the street.

Sec. 18-233.- Liability Insurance

To hold a street occupancy license, and attached street occupancy permit, the street vendor must have, in force, liability insurance and must agree to indemnify, defend, and hold the Village, its employees, and agents harmless against all claims, liability, loss, damage, or expense incurred by the Village as a result of any injury to or death of any person or damage to property

caused by or resulting from the activities for which the street occupancy license, and attached street occupancy permit, is granted.

- (1) As evidence of liability insurance, the street vendor shall furnish a certificate of insurance, on a form acceptable to the Village evidencing the existence of adequate liability insurance naming the Village of Thiensville, its employees, and agents as additional insureds in an amount not less than one million dollars (\$1,000,000).
- (2) Whenever such policy is cancelled, not renewed, or materially changed, the insurer and the street vendor shall notify the Village of Thiensville by certified mail.

Sec. 18-234.- Application, License and Permit Fees

- (1) Street Vendors; non-food.
 - (a) Any person desiring to engage in business vending goods, other than mobile food establishments, for which a license and permit is required under Article, shall obtain Vendor Application Form from the Village's Clerk. The application shall include all of the following information:
 - (1) The nature of the business
 - (2) The place where the business is to be carried on
 - (3) A general description of the things intended to be sold, disposed of, or contracted for.
 - (4) The name, date of birth, and permanent address of all the employees to be covered by the license and permit
 - (5) The name and address of the applicant to whom the Village will issue the license and permit.
 - (6) The place of residence of the applicant for two (2) years previous.
 - (7) Any other information as the Village Clerk shall require for the effective enforcement of this Article and the safeguarding of the residents of the Village from fraud, misconduct, or abuse.
 - (b) At the time of filing the application, an application fee shall be paid to the Village Clerk to cover the cost of the investigation of the facts stated in the application. The amount of the initial application fee shall be on file in the Village's Clerk.
 - (c) An initial application is any application by a person who has not held a valid license under this division within three (3) years of the date of application.
 - (d) The application shall be notarized by a licensed Wisconsin Notary Public and filed with the Village's Clerk.
- (2) Street Vendors; food.
 - (a) Any person desiring to engage in business as a mobile food establishment, for which a license is required under this Article, shall first meet the requirements of

Wisconsin Department of Health Services Chapter DHS 196. A mobile food establishment need not obtain a permit in addition to the license.

- (b) Upon proof that the person has met the requirements of the Wisconsin Department of Health Services, a person shall obtain a Vendor Application Form from the Village's Clerk. The application shall include all of the following information:
 - (1) The nature of the business.
 - (2) The place where the business is to be carried on.
 - (3) A general description of the foodstuffs to be sold.
 - (4) The name, date of birth, and permanent address of all the employees to be covered by the license and permit.
 - (5) The name and address of the person to whom the Village will issue the license and permit.
 - (6) The place of residence of the applicant for the two (2) years previous.
 - (7) Any other information as the Village Administrator shall require for the effective enforcement of this Article and the safeguarding of the residents of the Village from fraud, misconduct, or abuse.
- (c) At the time of filing the application, an application fee shall be paid to the Village Clerk to cover the cost of the investigation of the facts stated in the application. The amount of the initial application fee shall be on file in the Village's Clerk.
- (d) An initial application is any application by a person who has not held a valid license under this division within three (3) years of the date of application.
- (e) The application shall be notarized by a licensed Wisconsin Notary Public and filed with the Village's Clerk.
- (f) Every application shall be accompanied by proof of payment of the required Street Occupancy License fee and the Street Occupancy Permit fee.

Sec. 18-235—18-240. – Reserved.

DIVISION 3 – REGISTRATION

Sec. 18-241.- Application Process

- (1) A prospective street vendor shall submit a complete application to the Village Clerk.
 - (a) A complete application includes all of the following:
 - (1) A completed Vendor Application form with the information required in Section 18.234.
 - (2) A check or money order endorsed to the Village of Thiensville in the amount maintained on file with the Clerk.

- (3) A valid certificate of insurance or, in the alternative, proof that the applicant has applied for or will apply for valid insurance as required under Section 18.233 above.
 - (4) If necessary, proof that the applicant has met the requirements of Wisconsin Department of Health Services Chapter DHS 196.
- (2) The Village Clerk will submit the completed application to the Police Chief for investigation. The Village Clerk shall also notify the business at the address applied for, and the adjacent business owners of the License and Permit request and provide them with contact information and duration of the investigation.
 - (3) The Police Chief shall institute an investigation into the matter.
 - (4) The Police Chief shall endorse their approval or disapproval upon the application, and shall submit the endorsed application to the Village Clerk, along with a brief report explaining the reasons for the endorsement and any special requirements, if applicable.
 - (5) The Village Clerk shall review the endorsement and the report and either approve the application or deny the application.
 - (6) If the application is approved, the Village Clerk shall notify the prospective street vendor, confirm that the applicant has a valid certificate of insurance as required by Section 18.233 above, and issue the license and permit. If the application is denied, the Village Clerk shall notify the applicant by certified mail, return receipt requested, of the denial, the reason therefor, and the applicant's right to appeal.

Sec. 18.242.- License Investigation

Upon receipt of an application for a license and permit under this Article, the Police Chief shall institute such investigation of the applicant as they deem necessary for the protection of the public good and shall review any concerns submitted by residents or business owners. The Police Chief shall endorse their approval or disapproval upon the application within a reasonable time, not to exceed seven (7) business days after it has been filed. The Police Chief shall submit the endorsed application to the Village Clerk, along with a brief report explaining the reasons for the endorsement and any special requirements, if applicable.

Sec. 18.243.- Bond

If the Police Chief determines from his or her investigation of the application that the interests of the Village or residents of the Village require protection against possible misconduct of the applicant, or if the applicant is otherwise qualified, but, due to causes beyond his or her control, is unable to supply all of the information required by Section 18.235(1) above, then the Police Chief may require the applicant to file with the Village Clerk a bond in the sum of five hundred dollars (\$500.00) with surety acceptable to the Village Clerk, running payable to the Village, conditioned that the applicant will fully comply with the ordinances of the Village and

laws of the state relating to peddlers, solicitors, canvassers, or transient merchants, and guaranteeing to any resident of the Village doing business with the applicant that the property purchased will be delivered according to the representations of the applicant, provided that action to recover on any such bond shall be commenced within six (6) months after the expiration of the license and permit of the applicant.

Sec. 18-244.- Appeal of Denial of License and Permit

An applicant who receives a denial notice may appeal the denial through the appeal procedure provided by ordinance or solution of the village board, or if none has been adopted, under the provisions of Wis. Stats. §§ 68.07—68.16.

Sec. 18-245.- Revocation of License and Permit

The Village Board may revoke any license and/or permit under this Article for violation by any street vendor or his or her employee or agent of any provision of this Article, or any ordinance of the Village which renders future vending inimical to the public health, safety, or welfare, or for fraud or misrepresentation in solicitation under this section.

Sec. 18-246.- Renewal of Street Vendor Licenses

In order to renew a Street Occupancy License and Street Occupancy Permit, the street vendor must exhibit to the Village Clerk a valid certificate of insurance as required by Section 18.233 above. A street vendor using an amenity strip unit who wishes to retain the same location upon renewal of a license must renew their Street Occupancy License and Street Occupancy Permit no later than December 15, otherwise the location will be made available to any street vendor. The same procedure for initial application shall apply to renewals.

Sec. 18-246—18-250. – Reserved.

DIVISION 4 - REGULATIONS

Sec. 18.251.- Term of License and Permit Use;

- (1) Street Occupancy Licenses and Street Occupancy Permits shall be issued on a calendar year basis beginning on January 1 (or from issuance date) and expiring on December 31.
- (2) Mobile food establishments with mobile units shall not receive a Street Occupancy Permit; however, they will require a license.
- (3) All Street Occupancy Licenses and Street Occupancy Permits shall be numbered in the order in which they are issued and shall state clearly the place where the business may be carried on, including the location of amenity strip units used by street vendors, as well as the kinds of goods, wares, and merchandise to be sold, disposed of, or contracted for, the dates of issuance, and expiration of the license and permit.

- (4) The Village Clerk, by method they deem appropriate, shall clearly designate the location on the amenity strip that each amenity strip unit is licensed to use for sales. In no circumstances shall any of said licensed areas be within twenty (20) feet of another amenity strip unit's licensed area.
- (5) Every street vendor, while exercising his or her rights under the license and permit, shall post the license and permit in a conspicuous place on the premises or his or her person and shall exhibit the license and permit upon demand of any officer, customer, or prospective street vendor.
- (6) A license and permit shall not be assignable and any street vendor of such license and permit who allows it to be used by any other person shall be in violation of this Article.
- (7) Any street vendor under this Article who wishes to change the location of the amenity strip units permitted under this Article shall be allowed to request one (1) change in location per unit during a license year. The street vendor shall relinquish the Street Occupancy Permit for the abandoned location and obtain a Street Occupancy Permit for the new location. An administrative fee, on file with the Village Clerk, shall be charged for the change and re-issuance of the permit. The new location must meet all the applicable restrictions under this Article.
- (8) A street vendor shall not falsely or fraudulently misrepresent the quantity, character, or quality of any article offered for sale or offer for sale any unwholesome or tainted food or foodstuffs, nor intentionally misrepresent to any prospective customer the purpose of his or her solicitation, the name of the business, the source of supply of the goods, wares, or merchandise which he or she sells or offers for sale, or the disposition of the proceeds or profits of his or her sales.
- (9) A street vendor shall keep the premises in a clean and sanitary condition and the foodstuffs offered for sale well covered and protected from dirt, dust, and insects.
- (10) All mobile food establishments shall comply with the requirements of state and local authorities.
- (11) A street vendor may vend, sell, or dispose of, or offer to vend, sell, or dispose of goods, wares, or merchandise between the hours of 8:00 a.m. and 9:00 p.m.
- (12) The operating area shall not exceed thirty-two (32) square feet of amenity strip area, including the area of the amenity strip unit or the mobile unit, the operator, and when externally located, a trash receptacle.
- (13) The length of the amenity strip unit or mobile unit shall not exceed eight (8) feet.
- (14) The height of the amenity strip unit or mobile unit, excluding canopies, umbrellas, or transparent enclosures, shall not exceed six (6) feet.

- (15) The amenity strip unit or the mobile unit shall be entirely self-contained in regards to gas, water, electricity, and equipment required for operation of the unit. This includes any signage associated with the street vendor.
- (16) All persons conducting business on a sidewalk or amenity strip must pick up any paper, cardboard, wood, or plastic containers, wrappers, or any litter in any form that is deposited by any person on the sidewalk or street within twenty-five (5) feet of the place of conducting business. Each person conducting business on a sidewalk or amenity strip under the provisions of this Article shall carry a suitable container for placement of such litter by customers or other persons.
- (17) Street vendors shall maintain their sales location in a clean, hazard-free condition, and shall not discharge materials onto the sidewalk, gutters, or storm drains. All liquid residues must be cleaned up, or in the alternative, protective matting may be placed on the amenity strip to absorb any liquid residue. Said matting must be removed when the street vendor closes for the day.
- (18) Any vehicle or other mobile unit used for vending food in any public street must be designated and constructed specifically for the purpose of vending the product or products to be vended.
 - (a) Each such vehicle or other mobile unit used for vending food shall be licensed for such use by the State of Wisconsin.
 - (b) If such vehicle or mobile unit is a motor vehicle, it must have valid license plates and registration as provided by Chapter 341 of the Wisconsin Statutes.
- (19) A vehicle or other mobile unit which is operated for the purpose of selling food from the unit in the public streets shall be operated only by a person who shall have obtained a license under this Article.
- (20) The operator, or the owner of any motor vehicle, shall furnish proof of current insurance issued by an insurance company authorized to do business in the State of Wisconsin and shall maintain such insurance as a condition of licensing under this Article. The insurance shall provide coverage for bodily injury, including accidental death, as well as for claims for property damage which may arise from the operations under the license issued herein. The policy limits of such insurance shall have minimum
- (21) No sales shall be made from a vehicle except from the curbside of said vehicle.
- (22) No sales shall be made within fifty (50) feet of the main entrance of any business selling same or similar products during the hours said business is open for the sale of said products, unless written permission is granted by said business and such documentation is placed on file with the Village Clerk.

- (23) No vehicle may violate any traffic or parking statute or ordinance when stopping to make sales. ~~This includes plugging parking meters, if applicable, and not remaining in a location for a longer period of time than the meter allows. Meter bags will not be issued to license holders under this Article.~~
- (24) No mobile unit may park adjacent to a sidewalk café or an establishment with a Street Occupancy Permit for tables and chairs when the tables and chairs are present on the amenity strip.
- (25) All orders taken by a street vendor who accepts or receives payment or deposit of money in advance of final delivery shall be in writing, in duplicate, stating the terms thereof and the amount paid in advance, and two (2) copies shall be given to the purchaser at the time the deposit of money is paid.

Sec. 18.252.- Restrictions on License and Permit Use

- (1) Licenses issued under this Article shall not be valid on the following special event days:
 - (a) Family Fun Before the Fourth Parade
 - (b) Any other special event or parade day with 5 days' notice to be provided by the Village Clerk.
- (2) No street vendor shall operate within the area of a farmer's market solely under this license and permit. Street vendors licensed under this Article shall obtain space from the organizers of the farmer's market to operate within those confines on the specified days for the farmer's market.
- (3) No street vendor licensed under this Article may operate within a two (2) block radius of any other special event held within the corporate limits of the Village.
- (4) No license shall be granted to any person under eighteen (18) years of age, unless a street trade permit is obtained pursuant to Wis. Stat. § 103.25.
- (5) No license and permit, or renewal of a license and permit, shall be issued to an applicant for whom a license and permit has been refused or who has had a license and permit revoked for a minimum of at least six (6) months from the date of last rejection or denial of renewal unless he or she can show that the reason for such rejection or denial no longer exists.
- (6) A street vendor shall not use the provided license and permit after expiration or revocation of the license and permit.
- (7) A street vendor shall not operate in a congested area where such operation impedes or inconveniences public use.

- (8) No street vendor shall engage in the licensed business in any public park, playground, school, library, or other public premises. For the purposes of this subsection, the judgment of a police officer, exercised in good faith, shall be deemed conclusive as to whether the area is congested or the public impeded or inconvenienced.
- (9) No person may conduct business on a sidewalk in any of the following places:
- (a) Within ten (10) feet of the extension of any building entrance or doorway to the curb line.
 - (b) Within ~~twenty~~ **fifty-two hundred (50200)** feet of the main entrance of any business selling same or similar products during the hours said business is open, unless written permission is granted by said business and such documentation is placed on file with the Village Clerk.
 - (c) Once a street vendor is licensed, and a Street Occupancy Permit has been obtained, the change of use of those businesses in buildings within the ~~twenty~~ **fifty-two hundred (20050)** feet limitation noted above shall not affect an existing license nor the timely renewal of the same.
- (10) No street vendor shall make any loud noises or use any sound amplifying device for the purpose of advertising or attracting attention to his or her wares if the noise produced is capable of being plainly heard outside a 100-foot radius of the source.
- (11) No person shall conduct business as defined herein at a location other than that designated on his or her Street Occupancy Permit.
- (12) No permitted amenity strip units shall be left unattended on a sidewalk or amenity strip, nor remain on the sidewalk or amenity strip between 8:00 p.m. and 8:00 a.m.
- (13) No food shall be sold from a vehicle other than a mobile unit in any public street in the Village of Thiensville, except in compliance with the requirements of this Article.
- (14) Amplified music or other sounds from any vehicle used for the purpose of vending products in the public streets shall be prohibited.

Sec. 18-253—18-260. – Reserved.

DIVISION 5 – MISCELLANEOUS

Sec. 18.261.- Photo Identification Cards

All street vendors shall be issued a photo identification card by the Village Clerk at the time the license is issued. Any agent or employee of the street vendor shall obtain a photo identification card as well. Whenever a photo identification card is lost or destroyed, a duplicate in lieu thereof may be issued by the Village Clerk upon request of the street vendor, or his or her

agent or employee, and upon payment of a fee, the amount of which shall be on file with the Village's Clerk.

Sec. 18.262.- Replacement Licenses and Permits

Whenever a license and/or permit is lost or destroyed, a duplicate in lieu thereof may be issued by the Village Clerk under the original application upon a filing with the Village Clerk by the street vendor of an affidavit setting forth the circumstances of the loss and what, if any, search has been made for the recovery of the license and/or permit, and upon payment of a fee, the amount of which shall be on file with the Village's Clerk.

Sec. 18.263.- Surrender of License and Permit; Alteration of License and Permit; Failure to Display License and Permit

On the expiration of a license and permit issued under this Article, the street vendor shall surrender the license to the Chief of Police. No person shall alter or change in any manner any license issued under the provisions of this Article, and such alteration or the failure of the street vendor to display the license and permit in a conspicuous place on the premises of his or her person or to exhibit the license and permit upon demand of any officer or customer or prospective street vendor shall be cause for revocation of such license.