

VILLAGE OF THIENSVILLE  
COMMITTEE OF THE WHOLE  
AGENDA

DATE: Monday, April 11, 2016

LOCATION: 250 Elm Street  
Thiensville, WI

Time: 6:00 PM

I. CALL TO ORDER

II. ROLL CALL

President: Van Mobley  
Trustees: Kim Beck Kenneth Kucharski  
Ronald Heinritz David Lange  
Rob Holyoke John Treffert  
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 Village Right-Of-Way For Fiddleheads, 192 South Main Street

C. Review And Recommendation To Approve The Professional Services Agreement Between The Village Of Thiensville, Wisconsin And SAFEbuilt Wisconsin, LLC And Increase Of Fees

Documents: [4-21-09 INDEPENDENT INSPECTIONS CONTRACT.PDF](#), [SAFEBUILT PROFESSIONAL SERVICES AGREEMENT.PDF](#)

D. Review And Recommendation To Dissolve The Thiensville Business Renaissance Committee

E. 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: [ORDINANCE NO. 2016-01 - STREET VENDORS.PDF](#)

F. Presentation Of Thiensville Police Department Annual Report From Police Chief Scott Nicholson

G. Review And Recommendation For Application For Parade Permit Or Street Closing For The Memorial Day Parade On Monday, May 30, 2016 From 9:00 AM To 11:00 AM, Grace Lutheran On Green Bay Road To Stop Lights, Hwy 57 To Mequon City Hall

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

H. Review And Recommendation Regarding License Approvals:

1. Class A Liquor

1. Fantasy Flowers, Inc., Nancy Witte-Dycus, Agent, 106 East Freistadt Road

2. Class A Beer And Class A Liquor
    1. Scott & Beth Shully, Pigeon Creek Wine & Liquor, 144 North Green Bay Road
    2. Walgreen Co., Shoua Janasiak, Agent, 278 North Main Street
  3. Class B Beer And Class B Liquor
    1. Big Day, LLC, Kenneth Kucharski, Agent, Skippy's Sports Pub & Grub, 113 Green Bay Rd
    2. Chuck's Place, Inc., Theodore J. Hagen, Agent, 406 North Main Street
    3. Falafel Guys, LLC, Chrissy B. Stroli, Agent, 105 WEst Freistadt Road
    4. Robert J. Ollman & amy M. Ollman, Inc., Robert Ollman, Agent, Remington's River Inn, 130 South Main Street
    5. Shully's Catering, Inc., Scott Shully, Agent, 146 Green Bay Road
  4. Class B Beer And Class C Wine
    1. East Sun Chinese Restaurant, Chang Chun Siu, Agent, 305 North Main Street
    2. glaze, LLC, Kristina A. Eckert, Agent, 149 Green Bay Road
    3. Thiensville Fire Department, Inc., John Kukla, Agent, 250 Elm Street
- I. Operator's Licenses - Renewal
- a. **Chuck's Place**  
Heidi M. Anderson
  - b. **Falafel Guys, LLC**  
Katie L. Bruederle
  - c. **Remington's River Inn**  
Cynthia C. Check, Sarah V. Endlich, Jaimie B. Lee, Amy M. Ollman, Sandra L. Pintor, Lindsay M. Rischmann, Kristina L. Specht
  - d. **Shully Catering, Inc.**  
Sandra D. Fedele-Jacoby, Meghan K. Joyce, Julie A. Koskinen, Lizbeth A. Leder-Shein, Christopher D. Marks, Patricia L. Sommerfeldt
  - e. **Walgreen Co.**  
Jennifer K. Bandt, Rebecca S. Iwinski, Steven J. Jacomet, Alyssa J. Scaline, Keifer A. Shutic-Blaine
- J. Operator's Licenses - New
- a. **Shully Catering, Inc.** Joseph W. Gloss, Kelsey G. Knorr, Kasey F. Leaf b. **Walgreen Co.** Michelle L. Zinda
- K. Cigarette
- a. Skippy's Sports Pub (Big Day, LLC)
  - b. Thiensville Mobil
  - c. Village BP, LLC
  - d. Walgreen Co.
- L. Amusement Devices
- a. Robert J. Ollman & Amy M. Ollman, Inc., Remington's River Inn (5 machines)
  - b. Kenneth C. Kucharski (Big Day, LLC), Skippy's Sports Pub (3 machines)
- M. Billiard & Pool Tables
- a. Skippy's Sports Pub (Big Day, LLC)
- N. Review And Recommendation Regarding Community Fun Events, Inc., Temporary Class B Beer And Class B Wine License For Family Fun Before The 4th On June 25, 2016
- O. Review And Recommendation Regarding Ordinance 2016-02 Amending 78-249 Of The Thiensville Municipal Code Relating To The Occupancy Of Public Right-Of-Way By Utilities
- Documents: [ORDINANCE 2016-02.PDF](#)
- P. Review And Recommendation To Adopt Resolution 2016-06 A Establishing A New Special Revenue Fund For Village Park Improvements
- Documents: [RESOLUTION 2016-06.PDF](#)
- Q. BOARD APPOINTMENTS:

Bike Trails Committee

Ronald G. Heinritz, One-Year Term

Board of Review

Van A. Mobley, One-Year Term

David A. Lange, One-Year Term

Farmland Preservation Committee

Ronald G. Heinritz, One-Year Term

Historic Preservation Commission

Ronald Heinritz, One-Year Term

Plan Commission

Van A. Mobley, Annually

Kenneth C. Kucharski, Annually

Telecommunication & IT Oversight

Rob Holyoke, One-Year Term

R. CITIZEN APPOINTMENTS:

Board of Review

Michael J. Dyer, 600 Bel Aire Dr., One-Year Term

Edwin Ogden, 300 Crescent Ln., One-Year Term

Donald A. Molyneux, 326 Grand Ave., One-Year Term

M-T Bikeway Commission

John Liegeois, 513 Park Crest Drive, Three-Year Term

John Treffert, 184 Riveredge Ct., Three-Year Term

Plan Commission

Michael J. Dyer, 600 Bel Aire Dr., Three-Year Term

Richard Gattoni, 504 Alta Loma Dr., Three-Year Term

Carol Gengler, 137 Buntrock, Three-Year Term

S. STAFF APPOINTMENTS:

Board of Review

Dianne S. Roberston, 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. \$100.00 To The Thiensville Fire Department From Scott And Rachel Steele

2. \$100.00 To The Thiensville Fire Department From Drew And Dana Carmichael

D. Dialog With Mequon Regarding Water Utility Service

E. Review Next Month's Meeting Date Schedule

## VI. MOTION TO ADJOURN TO CLOSED SESSION

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 employee compensation and police personnel issue and Pursuant to Chapter 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session regarding development proposals.

1. Roll Call Vote

## MOTION TO RECONVENE IN OPEN SESSION

1. Vote of Board to reconvene.

## VII. ADJOURNMENT

Amy L. Langlois, Village Clerk  
April 8, 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  
APRIL 11, 2016

ITEM BUDGETED	AMOUNT BUDGETED	AMOUNT IN RESERVES	TOTAL AMOUNT AVAILABLE	ACTUAL EXPENSE	DIFFERENCE	2016 NOT FUNDED	PRIOR YEAR
<b>ADMINISTRATION</b>							
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	
<b>POLICE DEPARTMENT</b>							
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
<b>FIRE DEPARTMENT</b>							
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
<b>PUBLIC WORKS DEPARTMENT</b>							
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
<b>DPW PARK DEPARTMENT</b>							
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
<b>UNCLASSIFIED IMPROVEMENT FUND</b>							
Water Main on Main Street	\$ -	\$ 243,395.87	\$ 243,395.87	\$ -	\$ 243,395.87	\$ -	
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	\$ 105.75	\$ 1,174,241.10	\$ -	
Replace Park Restrooms	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
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/Riveredge to Freistadt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 134,009.00	
Sunny/Storm Sewer Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000.00	
TBA Event	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	
CONTINGENCY	\$ 314,201.00	\$ -	\$ 314,201.00	\$ -	\$ 314,201.00	\$ -	
	\$ 1,472,041.00	\$ 272,742.72	\$ 1,744,783.72	\$ 1,565.75	\$ 1,743,217.97	\$ 854,920.00	\$ 11,680.00
<b>TOTALS</b>	\$ 1,532,841.00	\$ 425,182.47	\$ 1,958,023.47	\$ 8,682.75	\$ 1,949,340.72	\$ 1,368,520.00	\$ 169,087.02



*Independent Inspections, Ltd.*

W241 S4135 Pine Hollow Court  
Waukesha, WI 53189

CONTRACT FOR SERVICES

WHEREAS, the Village of Thiensville (Municipality) requires high quality professional building and mechanical inspection, zoning and planning services sensitive to community needs, and,

WHEREAS, Independent Inspections, Ltd., a Wisconsin Corporation (Agency), proposes to provide inspection and zoning administration services for the Municipality including inspectors and meeting the Municipality's needs for such inspection and zoning administration services,

NOW THEREFORE, the parties agree as follows:

1. The Agency will provide for the Municipality inspectors whose duties shall include building and mechanical field inspections, zoning administration, necessary services related to contacts with residents and Municipal Officials, and all associated tasks necessary to meet the inspection and zoning administration needs of the Municipality.
2. The Inspectors shall be certified in UDC Construction, HVAC, Electrical, Plumbing, Commercial Construction and HVAC, Commercial Plumbing and Commercial Electrical as defined in COMM 5 of the Wisconsin Administrative Code.
3. The Agency shall provide:
  - A. Salary of the inspectors
  - B. Field communication equipment
  - C. Vehicle or mileage/allowance for the inspectors
  - D. Supplemental systems and support and administrative coordination
  - E. Regular municipal office availability for meeting the public
  - F. A staff of specialists available to assist in zoning and building code enforcement activities and available for backup inspection purposes when the primary inspector is unavailable.
  - G. Wisconsin license fees for the Agency and inspectors
  - H. Certificate of insurance showing all coverages with a minimum of \$1 million of general liability and errors and omissions coverage.

4. During the term of this Contract, and for a period of 12 months after termination of this Contract, the Municipality shall not negotiate with, employ/hire any inspector/employee who provided inspection services of twenty-five (25) inspections or more, or appeared before the municipal board or commission for planning and zoning services during the twelve (12) month period prior to termination of employment with Agency and who is employed with the Agency at the termination of this Contract to provide Building, Electric, Plumbing or HVAC inspection services. The Municipality shall not negotiate with, employ/hire any inspector/employee for at least 12 months after termination of the employee's employment with the Agency who provided inspection services of twenty-five (25) inspections or more, or appeared before the municipal board or commission for planning and zoning services during the twelve (12) month period prior to termination of employment with Agency and who was employed by the Agency during the term of this Contract. The term "employ/hire" shall extend to the above referenced inspector/employee forming a corporation, partnership, limited liability company, other business entity, working for a competing company or by working as an in-house building inspector/employee for the Municipality. The rights and obligations under this paragraph shall survive any expiration or earlier termination of this Contract.

Either the Municipality or the Agency may terminate this Contract upon 60 days written notice to the other party of the intention to terminate. At the end of the termination notice, any permits received prior to the last day shall have the fees paid to the Agency as provided in the Contract and the inspections relating to those fees shall be performed by the Agency. Permits received after the last day shall be the responsibility of the Municipality and no payment shall be made to the Agency for those permits. Any notice to the Municipality shall be sent to the Municipal Administrator. Any notice to the Agency shall be sent to Independent Inspections, Ltd., W241 S4135 Pine Hollow Court, Waukesha, WI 53189.

6. The Agency is the exclusive provider of the services listed, described and provided by this Contract for the entire area of the Municipality during the term of this Contract. Any other provider of building, HVAC, electrical, plumbing, mechanical plan reviews and inspections, and zoning administration services to the Municipality during the term of this Contract will be considered a violation of this Contract and the Municipality shall pay the Agency the fees for all permit applications submitted for the duration of the contract as prescribed herein.

The Agency agrees to indemnify the Municipality, its employees and agents from and against any and all claims, suits, demands or causes of action, arising out of any act or omission of the Agency, and causing injury to any person or persons or property, whomsoever and whatsoever. Correspondingly, the Municipality agrees to indemnify, the Agency its employees and agents from and against any and all claims, suits, demands or causes of action, arising out of any act or omission of the Municipality, and causing injury to any person or persons or property, whomsoever and whatsoever. Each party hereto agrees to carry comprehensive general liability insurance and to provide each other with evidence of such coverage upon request.

8. In the event there are municipal planning services requested, such time shall be provided by the Agency at the following hourly rate:

\$65.00	Director of Planning Services
\$35.00	Secretarial Support

Any meetings requiring the attendance of a planning staff member shall have the per hour charge noted above for all other documented time, including travel time for meetings.

9. The Municipality agrees to pay the Agency the sum equal to 90% of the permit fees as collected by the Agency. These fees shall be based on the attached exhibits 1-2. All permit fees shall be turned over to the Municipality as directed.
10. The Agency shall perform property maintenance and complaint inspections, for which no permit fee is generated, at the direction of the Municipal Administrator and forward those reports to the appropriate person(s) with the findings. The Municipality shall compensate the Agency for any activities and meetings related to the duties noted herein where a permit fee is not generated, at the rate of \$38.00 per hour for all such duties and meetings performed during the business hours of 8:00 a.m. to 5:00 p.m. The Municipality shall compensate the Agency for all such duties and meetings occurring other than normal business hours at the rate of \$49.00 for each hour including travel time for meetings. There will be a one hour minimum per inspection trip or meeting. No additional time shall be compensated by the Municipality unless approved by the Municipal Administrator.

The Agency shall provide a statement for services rendered, and a recap of permits issued for each month. The Municipality shall compensate the Agency by the 25th of the month following the period services were rendered.

12. The Agency agrees to provide these services commencing April 21, 2009.
13. If any provision of this Contract is held to be invalid or unenforceable for any reason, this Contract shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.
14. This Contract contains the entire understanding of the parties as to the matters contained herein, and it shall not be altered, amended or modified except by a writing executed by the duly authorized agents of both the Municipality and the Agency.
15. The Municipality shall provide for the Agency office space, desk, desk chair, file cabinet, use of a photocopier and fax machine and local and long distance phone service for municipal related projects during the term of this Contract. The Agency shall be responsible for its long distance phone charges not related to municipal work and office supplies necessary for the performance of its responsibilities. The location and size of the Agency's office area shall be determined as mutually agreeable between the Municipal Administrator and the Agency.
16. This Contract supersedes all prior building inspection service contracts and amendments between the parties.

*Thomas DeLacy*

*Thomas DeLacy*  
5/11/09

April 21, 2009

**Thomas DeLacy, President**  
**INDEPENDENT INSPECTIONS, LTD. (AGENCY)**

\_\_\_\_\_  
**DATE**

*Dianne S. Robertson*

**Dianne S. Robertson, Village Administrator**  
**VILLAGE OF THIENSVILLE (MUNICIPALITY)**

acknowledged and accepted

*4/21/09*  
\_\_\_\_\_  
**DATE**

**VILLAGE OF THIENSVILLE  
FEE SCHEDULE**

**A. RESIDENTIAL- 1 & 2 Family**

1. New Structure \*\* Addition
  - .12 per sq. foot all floor area
  - \$75.00 minimum
  
  - Erosion Control
    - New \$100.00
    - Addition \$75.00
2. Remodel
  - \$7.50 per thousand of valuation
  - \$50.00 minimum
3. Accessory Structure
  - .12 per sq. foot all areas
  - \$50.00 minimum
4. Occupancy Permit
  - \$40.00 per dwelling unit
5. Temporary Occupancy Permit
  - \$50.00
6. Pools
  - \$50.00
7. Foundation Repair
  - \$50.00
8. Early Start Permit
  - \$75.00 (Footings and Foundations)
9. Plumbing
  - 1 & 2 Family New Building/Addition/Alteration
    - \$35.00 base fee plus \$0.04 per sq. ft. all areas
    - (Alterations based on sq. ft. of alteration area) - \$40.00 minimum
  - Replacement & Misc. Items
    - \$10.00 per thousand of plumbing project valuation
    - \$40.00 minimum
10. Electrical
  - 1 & 2 Family New Building/Addition/Alteration
    - \$35.00 base fee plus \$0.04 per sq. ft. all areas
    - (Alterations based on sq. ft. of alteration area) - \$40.00 minimum
  - Replacement & Misc. Items
    - \$10.00 per thousand of electrical project valuation
    - \$40.00 minimum
11. HVAC
  - 1 & 2 Family New Building/Addition/Alteration
    - \$35.00 base fee plus \$0.04 per sq. ft. all areas
    - (Alterations based on sq. ft. of alteration area) - \$40.00 minimum
  - Replacement & Misc. Items
    - \$10.00 per thousand of HVAC project valuation
    - \$4.00 minimum
12. Razing Fee
  - \$50.00 for the first 1000 sq. ft. of floor area and \$25.00 per 1000 sq. ft. of floor area thereafter
13. Re-roof, Other
  - \$40.00 minimum

**B. COMMERCIAL**

1. New Structure \*\* Addition
  - a. Multi-Family (3 family or more), Motels, CBRF - \$ .13/s.f.
  - b. Mercantile, Restaurants, Taverns, Assembly Halls, Offices - \$ .13/s.f.
  - c. Schools, Institutional, Hospitals - \$ .15/s.f.
  - d. Manufacturing and Industrial - \$ .12/s.f. (Office area to follow fees in b.)
  - e. Vehicle Repair and Vehicle Storage - \$.14/s.f.
  - f. Warehouse, Mini Warehouse, Building Shells\* for Multi-Tenant Buildings - \$.09/s.f (Office area to follow fees in b.)
  - g. Build-Out\* - See above New Structure fees a-f
  - h. Special Occupancies (Outdoor Pools, Towers, Tents, etc.) - \$.10/s.f.
  - i. The above referenced permits (a-h) have a \$100.00 minimum permit fee

Erosion Control - \$200.00 for the first acre then \$100.00/acre or portion thereof
2. Remodel \*\* Reroof \*\* Residing - \$8.00 per thousand of valuation  
- \$75.00 minimum
3. Occupancy, Temporary Occupancy, Change Of Use Permit - \$50.00 per unit
4. Plumbing
 

New Building/Addition/Alteration	- \$45.00 base fee plus \$0.05 per sq. ft. all areas
<i>(Alterations based on sq. ft. of alteration area) - \$50.00 minimum</i>	
Replacement & Misc. Items	- \$10.00 per thousand of plumbing project valuation
	- \$50.00 minimum
5. Electrical
 

New Building/Addition/Alteration	- \$45.00 base fee plus \$0.05 per sq. ft. all areas
<i>(Alterations based on sq. ft. of alteration area) - \$50.00 minimum</i>	
Replacement & Misc. Items	- \$10.00 per thousand of electrical project valuation
	- \$50.00 minimum
6. HVAC
 

New Building/Addition/Alteration	- \$45.00 base fee plus \$0.05 per sq. ft. all areas
<i>(Alterations based on sq. ft. of alteration area) - \$50.00 minimum</i>	
Replacement & Misc. Items	- \$10.00 per thousand of HVAC project valuation
	- \$50.00 minimum

7. Commercial Plan Review - Certified Municipality per COMM 2.31
8. Early Start Permit - \$100.00 (Footings and Foundations per COMM 61.32)
9. Razing Fee - \$100.00 for the first 1000 sq. ft. of floor area and \$50.00 per 1000 sq. ft. of floor area thereafter
10. Other - \$75.00 minimum

**C. MISCELLANEOUS**

1. Minimum Permit Fee - \$35.00  
Re-inspection Fee - \$35.00 each  
Failure to call for inspection - \$35.00 each  
Double Fees are due if work is started before the permit is issued.
2. State Seal - \$35.00

FEE SCHEDULE - ZONING/LANDUSE

Zoning Permit

- New 1 & 2 Family Dwelling \$ 95.00
- 1 & 2 Family Additions and Alterations \$ 75.00
- 1 & 2 Family Accessory Buildings,  
Fences, Decks and Pools \$ 50.00
- New Commercial Buildings \$190.00
- Commercial Building Additions/Alterations \$135.00
- Commercial Change in Use/Occupancy \$ 50.00
- Signs \$60.00 base fee plus \$.50/square foot of sign face per sign

This fee schedule covers the cost for the building inspector's review of zoning permit applications and answering zoning questions. Items reviewed include: street setback, side yard, rear yard, building height, use, building/sign size and commercial parking.

Items not included are: review of annexation, rezoning, conditional use permits, commercial site plans, variance applications, etc. The fee for these items is listed in the contract for services in paragraph number 8.

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE VILLAGE OF THIENSVILLE, WISCONSIN  
AND SAFEbuilt WISCONSIN, LLC**

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This Professional Services Agreement (“Agreement”), is entered into by and between the Village of Thiensville, Wisconsin, (“Municipality”) and SAFEbuilt Wisconsin, LLC, (“Consultant”). The Municipality and the Consultant shall be jointly referred to as the “Parties”.

RECITALS

WHEREAS, the Municipality is seeking a consultant to perform services listed in Exhibit A – List of Services, (“Services”);

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will provide “Services” to the Municipality using qualified professionals as directed by the Municipality. Consultant will perform services in accordance with State of Wisconsin adopted codes and Municipality adopted amendments and ordinances. The professionals employed by the Consultant will maintain current certifications, certificates, licenses as required by the State of Wisconsin as defined in SPS 305 of the Administrative Code for the services that they provide to the Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement. Consultant will perform work at a level of competency in accordance with industry standards.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services that are mutually agreed upon between the Municipality and Consultant shall be made in writing which shall specifically designate any changes in compensation for the Services and be made as a signed and fully executed amendment to this Agreement.

3. FEE STRUCTURE

In consideration of the Consultant providing services, the Municipality shall pay the Consultant for the Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice the Municipality on a monthly basis and provide all supporting documentation. All payments are due to Consultant within 30 days of invoice date. The Municipality may request additional information before approving the invoice. When additional information is requested the Municipality will identify specific disputed item(s) and give specific reasons for any request. If additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which the Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months, subsequently, the Agreement shall automatically renew for a twelve (12) month term; unless prior notification is delivered to either party thirty (30) days in advance of the renewal date of this agreement. In the absence of written documentation, this Agreement will continue in force until such time as either party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either party may terminate this Agreement, or any part of this Agreement upon thirty (30) days written notice, with or without cause. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within 30 days of the termination.

All structures that have had inspections made but are not completed at the time of termination may be completed through final inspection at the agreed fee rate if the Municipality so requests and if the Consultant agrees to do so, provided that the work to reach such completion and finalization does not exceed 90 days.

7. MUNICIPALITY OBLIGATIONS

The Municipality shall timely provide all data information, plans, specifications and other documentation required by Consultant to perform Services.

8. PERFORMANCE STANDARDS

Consultant shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to the Municipality and retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.

9. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall be liable for and shall defend, save, indemnify, and hold harmless the Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of the Municipality, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the negligence or breach of duty of Consultant or any officer, employee, representative, or agent of Consultant. The Municipality shall be responsible for and shall defend, save, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the negligence or breach of duty of the Municipality or any officer, employee, representative, or agent of the Municipality. If either party becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other and both parties shall cooperate fully in investigating the incident.

10. ASSIGNMENT

Neither party shall assign all or part of the rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without written approval of both parties; consent shall not be unreasonably withheld. Consultant is permitted to subcontract portions of the services to be provided. Consultant remains responsible for any subcontractor's performance. Subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

11. INSURANCE

- A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.
- B. At a minimum, the Consultant shall procure and maintain, and shall cause any subcontractor of the Consultant to procure and maintain, the minimum insurance coverage's listed below. Such coverage's shall be procured and maintained with forms and insurers acceptable to the Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- C. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of two million dollars (\$2,000,000) bodily injury each accident, two million dollars (\$2,000,000) bodily injury by disease – policy limit, and two million dollars (\$2,000,000) bodily injury by disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.
- D. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, products, and completed operations. The policy shall contain a severability of interest provision, and shall be endorsed to include the Municipality and the Municipality's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
- E. Professional liability insurance with minimum limits of five million dollars (\$5,000,000) each claim and five million dollars (\$5,000,000) general aggregate.
- F. Prior to commencement of the Services, Consultant shall submit certificates of insurance acceptable to the Municipality.

## 12. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor, and neither the Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of the Municipality. As the Consultant is an independent contractor, the Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for the Municipality under this Agreement. The Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

## 13. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of the parties hereto and no third party rights are intended or implied.

## 14. OWNERSHIP OF DOCUMENTS

The Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement. All records, documents, notes, data and other materials required for or resulting from the performance of the Services hereunder shall not be used by the Consultant for any purpose other than the performance of the Services hereunder without the express prior written consent of the Municipality. All such records, documents, notes, data and other materials shall become the exclusive property of the Municipality when the Consultant has been compensated for the same as set forth herein, and the Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to the Municipality will be exported into a CSV file and become property of the Municipality.

The Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of the Consultant that are related to this Agreement for the purposes of audit or examination, other than the Consultant's financial records, and may make excerpts and transcriptions of the same.

15. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

16. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity laws.

Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by the Municipality at any time during the term of this Agreement.

17. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS:

Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant's federal work authorization user identification number is 254821; authorization date of September 23, 2009.

18. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). The parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable.

19. NOTICES

Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

<b>If to the Municipality:</b>	<b>If to the Consultant:</b>
Van Mobley, Village President Village of Thiensville 250 Elm Street Thiensville WI, 53092 E-mail: <a href="mailto:vmobley@village.thiensville.wi.us">vmobley@village.thiensville.wi.us</a>	Greg Toth, Executive Vice President Business Development SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538

20. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure.

21. GOVERNING LAW

This Agreement shall be construed under and governed by the laws of the State of Wisconsin and all services to be provided will be provided in accordance with applicable federal, state and local law. This Agreement constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof.

22. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Village of Thiensville, Wisconsin

SAFEbuilt Wisconsin, LLC

\_\_\_\_\_

\_\_\_\_\_

Signature

Signature

Name: Van Mobley

Name: \_\_\_\_\_

Title: Village President

Title: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## EXHIBIT A – LIST OF SERVICES

### 1. LIST OF SERVICES

#### Building, Electrical, Plumbing and HVAC Inspection Services

Our inspection staff recognize that an educational, informative approach is the most effective way to improve the customer's experience.

- ✓ Consultants primary inspector will meet with the public during office hours and by appointment
- ✓ Consultants primary inspector will issue building permits and collect fees
- ✓ Provide zoning administration/review associated with building permit applications
- ✓ Perform consistent code compliant inspections to determine that construction complies with approved plans and/or applicable codes and ordinances
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket
- ✓ Discuss inspection results with site personnel

#### Professional Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review all plans, ensuring they meet adopted building codes and local amendments and/or ordinances
- ✓ Be a resource to applicants on submittal requirements and be available throughout the process
- ✓ Work with other departments on the concurrent review process
- ✓ Be available for pre-submittal meetings as warranted
- ✓ Be a resource for team members and provide support to field inspectors as questions arise in the field
- ✓ Determine type of construction, use, and occupancy classification and determine plans comply with applicable codes and ordinances using State certified plans examiner
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Interpret legal requirements and recommend compliance procedures as well as address any issues by documented comment and correction notices
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide ongoing support including review of all plans/plan revisions and be available to the applicant after the review is complete

#### Professional Customer Service

- ✓ Provide inspection scheduling and track inspection results
- ✓ Provide consistent and responsive customer service
- ✓ Be available by phone, fax or email to provide customer service and respond to requests for information from residents, contractors and developers
- ✓ Log all permits, inspection requests and inspection results into Consultants permit tracking software daily for follow-up and reporting
- ✓ Provide back-up inspection professional when primary inspector is unavailable

#### Reporting Services

We will work to develop a reporting schedule and format that meets your needs. We can provide monthly, quarterly, and annual reports summarizing activity levels; adherence to our performance metrics; and other items that are of special interest to you.

2. MUNICIPAL OBLIGATIONS

- ✓ Provide review of annexations rezoning, conditional use permits, commercial site plans, land divisions, variance application, etc.
- ✓ Office space, desk, desk chairs, file cabinets, local phone service, use of photocopier and fax machine

3. TIME OF PERFORMANCE

Consultant will perform Services commencing upon execution of the agreement. All Services will be performed during normal business hours excluding Municipal holidays.

- ✓ Primary inspector will meet with the public during office hours and by appointment

Deliverables			
<b>NEXT-DAY INSPECTIONS</b>	Perform inspections called in by 9:00 am within twenty-four (24) hours of request		
<b>MOBILE RESULTING</b>	Provide our inspectors with field devices to enter results immediately		
<b>PRE-SUBMITTAL MEETINGS</b>	Provide pre-submittal meetings to applicants		
<b>PLAN REVIEW TURNAROUND TIMES</b>	Provide comments within the following timeframes:		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	<ul style="list-style-type: none"> <li>✓ Single-family</li> <li>✓ Commercial</li> </ul>	5 business days 15 business days	5 business days or less 10 business days
<b>APPLICANT SATISFACTION</b>	Put a survey in place that allows applicants to provide feedback on their experience throughout the process		

## EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE STRUCTURE

Consultant fees for Services provided pursuant to this Agreement will be as follows:

<b>Building Department Service Fee</b>	
90% of permit fees collected: based on Exhibit C & D: Village of Thiensville Fee Schedule	
<b>Activities/Meetings Where No Permit Fee is Generated - As requested by Municipality</b>	
Normal Business Hours – 8:00 am to 5:00 pm	\$55.00 per hour – one (1) hour minimum
Other Than Normal Business Hours	\$69.00 per hour – one (1) hour minimum
Time tracked will include travel time from Consultant’s office to the Municipality/inspection site.	

2. INVOICE & PAYMENT STRUCTURE

Consultant will invoice the Municipality on a monthly basis and provide all supporting documentation. All payments are due to Consultant within 30 days of invoice date. The Municipality may request additional information before accepting the invoice. When additional information is requested the Municipality will identify specific disputed item(s) and give specific reasons for any request. If additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

VILLAGE OF THIENSVILLE FEE SCHEDULE

Residential 1 & 2 Family	Fee	Minimum
Building Plan Review	\$.08 per sq ft	\$200.00
New Dwelling/Addition	\$.12 per sq ft all floor area	\$100.00
Erosion Control	\$100.00 (New) \$75.00 (Addition)	
Remodel	\$7.50 per thousand of valuation	\$60.00
Accessory Structure	\$.12 per sq ft all areas	\$60.00
Occupancy Permit	\$40.00 per dwelling unit	
Temporary Occupancy Permit	\$50.00	
Pools (separate elec permit required)	\$50.00	
Foundation Repair	\$50.00	
Early Start (footings and foundations)	\$75.00	
<b>Plumbing</b>		
New Bldg/Addition/Alteration <i>(For Alterations use sq. ft. of alteration area)</i>	\$35.00 base plus \$.04 per sq ft all areas	\$50.00
Replacement & Misc Items	\$10.00 per thousand of plumb. proj valuation	\$50.00
<b>Electrical</b>		
New Bldg/Addition/Alteration <i>(For Alterations use sq. ft. of alteration area)</i>	\$35.00 base plus \$.04 per sq ft all areas	\$50.00
Replacement & Misc Items	\$10.00 per thousand of Elec. proj valuation	\$50.00
<b>HVAC</b>		
New Bldg/Addition/Alteration <i>(For Alterations use sq. ft. of alteration area)</i>	\$35.00 base plus \$.04 per sq ft all areas	\$50.00
Replacement & Misc Items	\$10.00 per thousand of HVAC proj valuation	\$50.00
<b>Razing</b>		
	\$.05 per sq ft all areas	\$75.00
<b>Re-roof, Other</b>		
		\$50.00
<b>Commercial</b>		
	<b>Fee</b>	<b>Minimum</b>
<b>New Structure/Addition</b>		
Multi-Family (3+ family), Motel, CBRF, Daycare, Merchant, Restaurant, Tavern, Hall, Church, Office	\$.13 per sq ft	\$125.00
School, Institution, Hospital, Vehicle/Sm Engine Repair, Parking, Storage, Auto Body	\$.15 per sq ft	\$125.00
Manufacturing and Industrial - office area, follow Office fees	\$.12 per sq ft	\$125.00
Warehouse, Mini Warehouse, Bldg Shells <i>(Office area to follow office fees above)</i>	\$.09 per sq ft	\$125.00
Build Out* - See new structure fees above		
Special Occupancies (Outdoor Pools, Towers, Tents, etc.)	\$.10 per sq ft	\$125.00
Erosion Control	\$200.00 for first acre plus \$100 per acre or portion thereof	
<b>Remodel/Reroof/Residing</b>	\$8.00 per thousand of valuation	\$100.00
<b>Occupancy/Temp Occupancy, Change of Use</b>	\$50.00 per unit	
<b>Plumbing</b>		
New Bldg/Addition/Alteration <i>(For Alterations use sq. ft. of alteration area)</i>	\$45.00 base fee plus \$.05 per sq ft, all areas	\$75.00
Replacement & Misc Items	\$10.00 per thousand of plumb proj valuation	\$75.00
<b>Electrical</b>		
New Bldg/Addition/Alteration <i>(For Alterations use sq. ft. of alteration area)</i>	\$45.00 base fee plus \$.05 per sq ft, all areas	\$75.00
Replacement & Misc Items	\$10.00 per thousand of elec proj valuation	\$75.00
<b>HVAC</b>		
New Bldg/Addition/Alteration <i>(For Alterations use sq. ft. of alteration area)</i>	\$45.00 base fee plus \$.05 per sq ft, all areas	\$75.00
Replacement & Misc Items	\$10.00 per thousand of HVAC proj valuation	\$75.00

**VILLAGE OF THIENSVILLE FEE SCHEDULE (CONTINUED)****EXHIBIT C PAGE 2 OF 2****Commercial Plan Review - Certified Municipality per SPS 302.31**

<b>Early Start Permit</b>	\$100.00 (footings & foundations per SPS 361.32)	
<b>Razing Fee</b>	\$.05 per sq ft of floor area	\$100.00
<b>Other</b>		\$75.00
<b>Miscellaneous</b>	<b>Fee</b>	<b>Minimum</b>
Re-inspection Fee - each occurrence	\$35.00	
Failure to Call for Inspection - each occurrence	\$35.00	
Double Fees are due if work is started before the permit is issued.		
State Seal Fee	\$35.00*	

\* This fee is not split with ILL. Any amount over the actual cost of the State seal is retained by the Municipality as an administrative fee.

**VILLAGE OF THIENSVILLE ZONING FEE SCHEDULE****EXHIBIT D**

<b>Zoning Permit</b>	<b>Fee</b>
<b>Residential 1 &amp; 2 Family</b>	
New Dwelling	\$125.00
Addition/Alteration	\$85.00
Accessory Buildings, Fences, Decks, Pools	\$65.00
<b>Commercial Buildings</b>	
New Structure	\$200.00
Addition/Alteration	\$150.00
Change in Use/Occupancy	\$75.00
Signs	\$75.00 base fee plus \$.50 per sq ft of sign face per sign

This fee schedule includes: Cost for the building inspector's review of zoning permit applications and answering zoning questions. Items reviewed include: street setback, side yard, rear yard, building height, use, building/sign size and commercial parking.

Items not included are: Review of rezoning, conditional use permits, commercial site plans, land divisions, variance applications, etc.

**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 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 Administer 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 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 resolution 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 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 fifty (50) 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 fifty (50) 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.

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

Date: 3-25-16

\$25.00 permit fee receipt # 55851

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

PURPOSE OF PARADE OR STREET CLOSING: MEMORIAL DAY PARADE

DATE OF USE: MAY 30

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

ROUTE OF PARADE OR STREET TO BE CLOSED: GRACE LUTHERAN ON GREEN

BAY RD TO STOP LIGHTS - HWY 57 TO MEADOW CITY HALL

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

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

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

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

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

AMERICAN LEGION POST 457  
Organization

DAVID ROBEL  
Name of Applicant

[Signature]  
Signature of Applicant

1935 RIVERVIEW TRAIL FREDONIA, WI  
Address

262 391 6567  
Phone Number

Approval – Village Administrator

Date

**ORDINANCE NO. \_\_\_\_\_, SERIES 2016**

**AN ORDINANCE AMENDING 78-249  
OF THE THIENSVILLE MUNICIPAL CODE  
RELATING TO THE OCCUPANCY OF PUBLIC RIGHT-OF-WAY BY UTILITIES**

The Village Board of the Village of Thiensville does hereby ordain as follows:

**WHEREAS**, pursuant to § 182.017(1r), Wis. Stats., a public utility may, subject to certain provisions of the Wisconsin Statutes and to reasonable regulations made by any municipality through which the public utilities' transmission lines or systems may pass, construct and maintain such lines or systems with all necessary appurtenances in, across or beneath any public highway or bridge; and

**WHEREAS**, pursuant to § 196.58(1r), Wis. Stats., the Village Board may determine by ordinance the terms and conditions upon which a public utility may be permitted to occupy the streets, highways or other public places within the Village of Thiensville; and

**WHEREAS**, the Village Board has considered, and desires to hereby establish, the terms and conditions for occupancy of the public rights-of-way within the Village,

**NOW, THEREFORE, BE IT RESOLVED** by the Village Board of the Village of Thiensville that, effective upon the date of adoption of this ordinance, the following terms and conditions shall regulate and govern the occupancy of the public rights-of-way:

**78-249**

**OCCUPANCY OF PUBLIC RIGHTS-OF-WAY BY UTILITIES**

(1) **General Provisions.**

(a) **Purpose and Findings.** In the exercise of governmental functions, the Village has priority over all other uses of the public rights-of-way. The Village desires to anticipate and minimize the number of obstructions, degradation, and excavations taking place to regulate the placement of facilities in the rights-of-way to ensure that the rights-of-way remain available for public services and are safe for public use, and to ensure that facilities are timely maintained, supported, protected or relocated to accommodate reconstruction or repairs. The taxpayers of the Village bear the financial burden for the upkeep, maintenance and reconstruction of the rights-of-way and a primary cause for the early and excessive deterioration of its rights-of-way is the frequent excavation by persons who locate facilities therein.

The Village finds increased use of the public rights-of-way results in increased

costs to the taxpayers of the Village and that these costs are likely to continue into the foreseeable future.

The Village finds that the above-ground use of public rights-of-way creates special and unique public health, safety, and general welfare concerns for the Village, including, but not necessarily limited to, traffic safety, sight-line and vision triangle issues, break-away design consistent with other public utility pole or structure requirements, public snow plowing and snow storage, property access and public parking, obstruction to municipal Police, Fire, and Rescue Services, and related issues.

The Village finds that delays by occupants of the rights-of-ways in maintaining, supporting, protecting or relocating facilities, if they impact public construction projects, have the potential to significantly increase public works project costs borne by the taxpayers. Moreover, the Village finds that some right-of-way occupants have a history of delays and non-responsiveness.

The Village finds that right-of-way, by definition, is limited in area, use, and availability, and, as a result, requires regulation and limitation of use and occupancy, subject to all applicable state, federal, and constitutional laws and regulations and the provision of all necessary utility services to the public.

The Village finds that occupancy and excavation of its rights-of-way causes costs to be borne by the Village and its taxpayers, including but not limited to:

1. Administrative costs associated with public right-of-way projects, such as registration, permitting, inspection and supervision, supplies and materials.
2. Management costs associated with ongoing management activities necessitated by public right-of-way users.
3. Repair or restoration costs to the roadway associated with the actual excavation into the public right-of-way.
4. Degradation costs defined as depreciation caused to the roadway in terms of decreased useful life due to excavations in the public right-of-way.

In response to the foregoing facts and findings, the Village hereby adopts this ordinance relating to access to, administration of, and permits to excavate, obstruct and/or occupy the public rights-of-way. This ordinance imposes reasonable regulations on the placement and maintenance of equipment currently within its rights-of-way or to be placed therein in the future. It is intended to complement the regulatory roles of state and federal agencies.

The purpose of this ordinance is to provide the Village a framework within which to regulate and manage the public rights-of-way and to provide for recovery of the costs incurred in doing so. This ordinance provides for the health, safety and welfare of the residents of the Village as they use the right-of-way of the Village, as well as to ensure the structural integrity of the public rights-of-way.

(b) Definitions. The following definitions apply in this ordinance. References hereinafter to "sections" are, unless otherwise specified, references to sections in this ordinance. Defined terms remain defined terms whether or not capitalized.

**"Applicant"** means any person requesting permission to excavate, obstruct and/or occupy a right-of-way.

**"Bridge"** means any bridge or culvert or series of culvert.

**"Degradation"** means the decrease in the useful life of the paved portion of the right-of-way, excluding the sidewalk right-of-way, caused by an excavation of the right-of-way, resulting in the need to reconstruct such right-of-way earlier than would be required if the excavation did not occur.

**"Department"** means the Department of Public Works of the Village.

**"Emergency"** means a condition that (1) poses a clear and immediate danger to life or health or of a significant loss of property; or (2) requires immediate repair or replacement in order to restore service to a customer.

**"Director of Public Works"** means the Village Director of Public Works or his/her designee.

**"Excavate"** means to dig into or in any way remove or physically disturb or penetrate any part of a right-of-way.

**"Facilities"** means all equipment owned, operated, leased or subleased in connection with the operation of a public service or utility service, and shall include, but is not limited to, poles, wires, pipes, cables, underground conduits, ducts, manholes, vaults, fiber optic cables, lines and other structures and appurtenances.

**"In"**, when used in conjunction with "right-of-way", means over, above, within, on or under a right-of-way.

**"Local representative"** means a local person or persons, or designee of such person or persons, authorized by a registrant to accept service and to make decisions for that registrant regarding all matters within the scope of this ordinance.

**“Municipal Code”** means the Municipal Code of the Village of Thiensville, as amended.

**“Obstruct”** means to place any object in a right-of-way so as to hinder free and open passage over that or any part of the right-of-way.

**“Permittee”** means any person to whom a permit to occupy, excavate or obstruct a right-of-way has been granted under this ordinance or under Chapter 6, Municipal Code.

**“Person”** means corporation, company, association, firm, partnership, limited liability company, limited liability partnership and individuals and their lessors, transferees and receivers.

**“Prequalified Contractor”** means a contractor approved by the Department on an annual basis to work in the right-of-way.

**“Public Utility”** has the meaning provided in § 196.01(5), Wis. Stats.

**“Registrant”** means any person who has registered with the Village to have its facilities located in any right-of-way.

**“Repair”** means to perform construction work necessary to make the right-of-way useable for travel or its intended use according to Department specifications, or to restore equipment to an operable condition.

**“Restore”** means the process by which the excavated right-of-way and surrounding area, including pavement and foundation, is reconstructed to Department specifications.

**“Right-of-Way”** means the surface and space above and below an improved or unimproved public roadway, highway, street, bicycle lane and public sidewalk in which the Village has an interest, including other dedicated rights-of-way for travel purposes.

**“Section”** without reference to the Municipal Code shall mean a subsection within this chapter 78-249.

**“Village”** means the Village of Thiensville, Wisconsin, a municipal corporation.

(c) Administration. The Director of Public Works or his/her designee is responsible for administration of the rights-of-way and the permits and ordinances related thereto.

(2) Registration for Right-of-Way Occupancy.

(a) Each person who has, or seeks to have, facilities located in any right-of-way shall register with the Department and pay the fee set forth in Section (4). Registration will consist of providing application information and paying a registration fee. This section shall not apply to those persons who have facilities in the right-of-way pursuant to a franchise or other agreement.

(b) No person may construct, install, maintain, repair, remove, relocate or perform any other work on, or use any equipment or any part thereof in any right-of-way unless that person qualifies as a registrant, is registered with the Department, or is a prequalified contractor.

(c) Nothing herein shall be construed to repeal or amend the provisions of a Village ordinance requiring persons to plant or maintain the parkway in the area of the right-of-way between their property and the street curb or pavement, construct sidewalks or driveways or other similar activities. Persons performing such activities shall not be required to obtain any permits under this ordinance.

(3) Registration Information. The information provided to the Department at the time of registration, in order to qualify as a registrant, shall include, but not be limited to, the following:

(a) Each registrant's name, Diggers Hotline registration certificate number, address and email address, if applicable, and telephone and facsimile numbers.

(b) The name, address and e-mail address, if applicable, and telephone and facsimile numbers of a local representative. The local representative or designee shall be available at all times. Current information regarding how to contact the local representative in an emergency shall be provided at the time of registration.

(c) A certificate of insurance on a form prescribed by the Department.

(d) If the registrant is a corporation, an LLC or LLP, a copy of any certificate required to be filed under Wisconsin Statutes as recorded and certified by the Secretary of State.

(e) A copy of the registrant's certificate of authority from the Wisconsin Public Service Commission or other applicable state or federal agency, where the person is lawfully required to have such certificate from said commission or other state or federal agency.

(f) Execution of an indemnification agreement in a form prescribed by the Department.

(g) The registrant shall keep all of the information listed above current at all

times by providing to the Department information as to changes within fifteen (15) working days following the date on which the registrant has knowledge of any change.

(4) Registration Fee. The Department shall charge an annual Registration Fee in an amount of \$50 to recover the costs incurred by the Village for processing and updating registration information.

(5) Reporting Obligations. It is in the best interests of all affected parties to attempt to coordinate construction in the public right-of-way whenever it is reasonably possible. Therefore, periodic reporting by the registrant of known construction plans will be useful to achieve this objective.

(a) Every registrant shall, at the time of registration and no later than January 1 of each year, file a construction and major maintenance plan with the Department. The Department shall make available at the time of registration, if known and approved, the Department's construction and major maintenance plan. The registrant's plan and the Department's plan shall be submitted on a form prescribed by the Department and shall contain the information determined by the Department to be necessary to facilitate the coordination and reduction in the frequency of excavations of rights-of-way. The plan shall include, but shall not be limited to, the following information:

1. The locations and the estimated beginning and ending dates of all projects planned to be commenced during the next calendar year; and
2. The tentative locations and estimated beginning and ending dates for all projects contemplated for the two years following the next calendar year.

(b) By February 1 of each year, the Department will have available for inspection in its office a composite list of all projects of which the Department has been informed in the annual plans. All registrants are responsible for keeping themselves informed of the current status of this list.

(c) Thereafter, by February 15, each registrant may change any project in its list and must notify the Department of all such changes in said list. The Department will make all such changes available for inspection in its office. Notwithstanding the foregoing, a registrant may at any time join in a project of another registrant listed by the other registrant or undertake any maintenance project not listed in registrant's plan.

(6) Permit to Install, Excavate, or Otherwise Occupy Right-of-Way Required.

(a) Permit Required. Except as otherwise provided in this ordinance or the Municipal Code, no person shall install facilities, excavate, or otherwise occupy any right-of-way without first having obtained a permit for same from the Department. A copy of any permit issued under this ordinance shall be made available at all times by the Permittee at the indicated work site and shall be available for inspection by the Department upon request.

(b) Permit Application. Application for a permit shall be made to the Department. Permit applications shall contain, and will be considered complete only upon compliance with the requirements of the following provisions:

1. Registration and qualification as a registrant with the Department if required by this ordinance.
2. Submission of a completed permit application form, including all required attachments, and scaled drawings showing the location and area of the proposed project and the location of all existing and proposed facilities that are part of applicant's proposed project.
3. Payment of all money due to the Village for all of the following:
  - a. applicable permit fees and costs as set forth below;
  - b. subject to Section (6)(b)4, unpaid fees or costs due for prior excavations;
  - c. subject to Section (6)(b)4., any loss, damage, or expense suffered by the Village because of applicant's prior excavations of the rights-of-way or any emergency actions taken by the Village.
4. The Department shall not deny an applicant an excavation permit because of a dispute between the Village and the applicant related to Section (6)(b)3.a. or c. if:
  - a. the dispute has been adjudicated in favor of the applicant; or
  - b. the dispute is the subject of any appeal filed by the applicant and no decision in the matter has as yet been rendered.

(7) Installation/Excavation/Occupancy Permit Fee. The Permit Fee shall be established by the Department in an amount sufficient to recover the costs incurred by the Village. This fee shall recover administrative and inspection costs, excavation costs, as well as degradation costs, as defined below. Payment of said fees shall be collected prior to issuance of the permit. However, the Director of Public Works may, establish a fee collection process from governmental agencies and private utilities in order to expedite the permitting system and recognize that certain excavations are deemed emergencies.

(a) **Waiving of Fees.** Fees shall not be waived unless the work involved is a direct result of the Director of Public Work's demand that facilities owned by a utility be removed or relocated or unless waived by the Village Board upon review of the Director of Public Work's decision.

(b) **Fee Schedule.** The minimum fee for each excavation permit for a single address shall be as set forth in section 11.16 of the Municipal Code. The fee for a permit issued after commencing work, except in cases of emergency as determined by the Director of Public Works, shall be double the fees set forth herein. This permit fee shall be in addition to any forfeiture provided elsewhere in the Municipal Code.

For those permit applications which provide for a substantial undertaking of excavation within the public right-of-way attended by disruption of the general public and traffic, the Director of Public Works is authorized to assess the actual cost of the Village employee's time engaged in the review and inspection of the anticipated work, multiplied by a factor determined by the respective department to represent the Village's cost for statutory expense, benefits, insurance, sick leave, holidays, vacation and similar benefits, overhead and supervision, said factor not to exceed 2.0, plus the cost of mileage reimbursed to Village employees which is attributed to the work, plus all consultant fees associated with the work at the invoiced amount plus ten percent (10%) for administration.

(c) **Village Exemption.** The Village and its contractors shall not pay degradation fees for excavations due to general government functions.

(d) **Permit fees paid for a permit that the Department has revoked are not refundable.**

(8) **Right-of-Way Repair/Restoration.**

(a) The Permittee shall be required to repair the public right-of-way to Department specifications, subject to inspection and acceptance by the Department. In addition to repairing its own work, the Permittee must repair the general area of the work, and the surrounding areas, including the paving and its foundations, to the specifications of the Department. The Department shall inspect the area of the work and accept the work when it determines that proper repair has been made, per specifications of the Department.

(b) **Guarantees.** The Permittee guarantees its work and shall maintain it for thirty-six (36) months following its completion. During this period it shall, upon notification from the Department, correct all work to the extent necessary, using the method required by the Department. Said work shall be completed within ten (10) calendar days of the receipt of the notice from the Department, not including days during which work cannot be done due to circumstances constituting force

majeure.

(c) Failure to Repair/Restore. If the Permittee fails to repair/restore the right-of-way in the manner and to the condition required by the Department, or fails to satisfactorily and timely complete all work required by the Department, the Department at its option may do such work. In that event the Permittee shall pay to the Village, within thirty (30) days of billing, the cost of repairing/restoring the right-of-way.

(9) Inspection.

(a) Notice of Completion. When the work under any permit hereunder is begun and completed the Permittee shall notify the Department.

(b) Site Inspection. Permittee shall make the work site available to the Department and to all others as authorized by law for inspection at all reasonable times during the execution of and upon completion of the work.

(c) Authority of Department. At the time of inspection the Village may order the immediate cessation of any work which poses a threat to the life, health, safety or well-being of the public. The Village may issue an order to the registrant or Permittee for any work that does not conform to applicable Village standards, conditions or codes. The order shall state that failure to correct the violation will be cause for revocation of the permit. Within ten (10) days after issuance of the order, the registrant or Permittee shall present proof to the Department that the violation has been corrected. If such proof is not presented within the required time, the Department may revoke the permit pursuant to Section (12).

(10) Ongoing Management Fees. The cost of trimming trees around facilities is an ongoing expense to the Village. Such costs will be determined and a fee to offset costs may be assessed against permit holders in the future.

(11) Compliance with Other Laws. Obtaining a permit to excavate, install and/or occupy the right-of-way does not relieve Permittee of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by any other Village, county, state, or federal rules, laws or regulations. A permittee shall comply with all requirements of local, state and federal laws. A permittee shall perform all work in conformance with all applicable codes and established rules and regulations, and is responsible for all work done in the right-of-way pursuant to its permit, regardless of who performs the work.

(12) Revocations, Suspensions, Refusals to Issue or Extend Permits.

(a) The Department may refuse to issue a permit or may revoke, suspend or refuse to extend an existing permit if it finds any of the following grounds:

1. The applicant or Permittee is required to be registered and has not done so.
2. Issuance of a permit or installation of facilities for the requested date or location would interfere with an exhibition, celebration, festival or other event.
3. Misrepresentation of any fact by the applicant or Permittee.
4. Failure of the applicant or Permittee to maintain required bonds and/or insurance.
5. Failure of the applicant or Permittee to complete work in a timely manner.
6. The proposed activity is contrary to the public health, safety or welfare.
7. The proposed activity requires above-ground structures causing safety issues including, but not limited to, sight-line safety, vision triangles, break-away structures, public plowing and snow storage, obstruction to municipal Police, Fire, and Rescue services, and related issues with the use of the right-of-way.
8. The extent to which right-of-way space where the permit is sought is available.
9. The competing demands for the particular space in the right-of-way.
10. The availability of other locations in the right-of-way or in other rights-of-way for the facilities of the Permittee or applicant.
11. The applicability of Village ordinances, or other regulations of the right-of-way, including, but not limited to, Sections 86.16 (prohibiting interference with use of highway by the public) and 182.17 (prohibiting poles in front of residence or occupied business), Wis. Stats., that affect the location, type, height, size and/or use of facilities in the right-of-way.

(b) Discretionary Issuance. The Department may issue a permit where issuance is necessary (a) to prevent substantial economic hardship to a customer of the Permittee or applicant, or (b) to allow such customer to materially improve its utility service, or (c) to allow the Permittee or applicant to comply with state or federal law or Village ordinances or an order of a court or administrative agency.

(c) Appeals. Any person aggrieved by a decision of the Department revoking, suspending, refusing to issue or refusing to extend a permit may file a request for review with the Village Board. A request for review shall be filed within ten (10) days of the decision being appealed. Following a hearing, the Village Board may affirm, reverse or modify the decision of the Department.

(13) Work Done Without a Permit.

(a) Emergency Situations. Each registrant shall immediately notify the Village by verbal notice on an emergency phone number provided by the Village of any event regarding its facilities that it considers to be an emergency. The registrant may proceed to take whatever actions are necessary to respond to the emergency. Within two business days after the occurrence of the emergency, the registrant shall apply for the necessary permits, pay the fees associated therewith and otherwise fully comply with the requirements of this ordinance. If the Village becomes aware of any emergency regarding a registrant's facilities, the Department may attempt to contact the local representative of each registrant affected, or potentially affected, by the emergency. The Village may take such action it deems necessary to protect public safety as a result of the emergency, the cost of which shall be borne by the registrant whose facilities occasioned the emergency.

(b) Non-Emergency Situations. Except in an emergency, any person who, without first having obtained the necessary permit, excavates, installs facilities within or otherwise attempts to occupy a right-of-way shall be subject to a stop-work order or other appropriate legal remedy, and must subsequently obtain a permit, and shall, in addition to any penalties prescribed by the Municipal Code, pay double the normal fee for said permit, pay double all the other fees required by this ordinance or other provisions of the Municipal Codes, deposit with the Department the fees necessary to correct any damage to the right-of-way, and comply with all of the requirements of this ordinance.

(14) Location of Facilities.

(a) Underground. Unless in conflict with state or federal law, except when existing above-ground facilities are used, the installation of new facilities and replacement of old facilities shall be done underground or contained within buildings or other structures in conformity with applicable codes.

(b) Limitation of Space. The Department may prohibit or limit the placement of new or additional facilities within the right-of-way if there is insufficient space to accommodate all of the requests of persons to occupy and use the right-of-way. In making such determination, the Department shall strive to the extent possible to accommodate all existing and potential users of the right-of-way, but may

prohibit or limit the placement of new or additional facilities when required to protect public health, safety or welfare.

(c) Attachment to Bridges. Whenever an applicant or Permittee under this section requests permission to attach pipes, conduits, cables or wires to any Village bridge structure, the applicant shall pay a fee of \$1,000 upon the granting of such permission to defray administrative expense in the analysis and inspection of such installation. The owner of such pipes, conduits, cables or wires shall be entitled to no compensation for removal or relocation of the same in the case of repair, removal, or replacement of said bridge structure by the Village.

(15) Relocation and Protection of Facilities. A registrant shall promptly and at its own expense maintain, support, protect or relocate its facilities in the right-of-way whenever the Village, or its agent, acting in its governmental capacity, requests such action to allow for public work in the right-of-way. The Village, or its agent, shall issue a due date for the work to the local representative of not less than seventy-two (72) hours, which due date shall be reasonable and based upon the actions to be undertaken by the registrant. If requested, the registrant shall restore the right-of-way following the completion of the work. If a registrant fails to perform the actions required herein by the due date, in addition to all other available legal remedies available to the Village, the registrant shall be subject to forfeitures as provided in the Municipal Code. Notwithstanding the foregoing, a person shall not be required to remove or relocate its facilities from a right-of-way which has been vacated in favor of a nongovernmental entity unless the reasonable costs thereof are first paid to the person therefore.

(16) Village Right to Self-Help. In the event that a registrant does not proceed to maintain, support, protect or relocate its facilities as ordered in (15), the Village may arrange to do the work and bill the registrant, said bill to be paid within thirty (30) days of the date mailing to the registrant.

(17) Abandoned Facilities.

(a) Discontinued Operations. A registrant who has determined to discontinue its operations in the Village must either:

1. Provide information satisfactory to the Department that the registrant's obligations for its facilities under this ordinance have been lawfully assumed by another registrant; or
2. Submit to the Department a proposal and instruments for dedication of its facilities to the Village. If a registrant proceeds under this clause, the Village may, at its option:
  - a. accept the dedication for all or a portion of the facilities; or

- b. require the registrant, at its own expense, to remove the facilities in the right-of-way at ground or above-ground level; or
- c. require the registrant to post a bond or provide payment sufficient to reimburse the Village for reasonably anticipated costs to be incurred in removing the facilities.

However, any registrant who has unusable and abandoned facilities in any right-of-way shall remove it from that right-of-way within two years, unless the Department waives this requirement in writing.

(b) Abandoned Facilities. Facilities of a registrant who fails to comply with Section (17)(a)1., and which, for two (2) years, remain unused shall be deemed to be abandoned. Abandoned facilities are deemed to be a public nuisance. In addition to any remedies or rights it has at law or in equity, the Village may, at its option (i) abate the nuisance, (ii) take possession of the facilities, or (iii) require removal of the facilities by the registrant, or the registrant's successor in interest.

(c) Public Utilities. This Section (17) shall not apply to a public utility, as defined in § 96.01(5), Wis. Stats., that is required to comply with § 196.81, Wis. Stats.

(18) Reservation of Regulatory and Police Powers. The Village, by the granting of a permit to excavate, install facilities within, obstruct and/or occupy the right-of-way, or by registering a person under this ordinance, does not surrender, in any manner or to any extent lose, waive, impair or lessen the lawful powers and rights which it now has or which may be hereafter granted to the Village under the Constitution and statutes of the state of Wisconsin to regulate the use of the right-of-way by the permittee; and the permittee, by its acceptance of a permit to excavate, obstruct and/or occupy the right-of-way or of registration under this ordinance, agrees that all lawful powers and rights, regulatory powers, or otherwise as are or the same may be from time to time vested in or reserved to the Village, shall be in full force and effect, and permittee is subject to the regulatory and police powers of the Village to adopt and enforce general ordinances and ordinances necessary to the health, safety and welfare of the public, and is deemed to agree to comply with all applicable general ordinances and ordinances enacted by the Village pursuant to such powers.

(19) Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(20) Penalty. Except as otherwise provided herein, and in addition to all other legal remedies available to the Village, any person who violates this ordinance or fails to

comply with the provisions hereof shall be subject to forfeitures as provided in the Municipal Code.

(21) Effective Date. This ordinance shall be effective upon publication

Approved by the Village Board of the Village of Thiensville this \_\_\_\_\_th day of April, 2016.

\_\_\_\_\_  
Van Mobley  
Village President

ATTEST:

\_\_\_\_\_  
Amy Langlois  
Village Clerk

VILLAGE OF THIENSVILLE

Resolution 2016-06

Establishing a New Special Revenue Fund

WHEREAS, management has recommended establishing a special revenue fund to accumulate resources for future village park projects, AND:

WHEREAS, management recommends that the grant and donation revenues and other resources of the Park Improvement Special Revenue Fund be committed for the improvement of Village Park AND;

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Thiensville accepts the aforementioned recommendation;

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 April, 2016.

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Van A. Mobley, Village President

Amy L. Langlois, Village Clerk