



VILLAGE OF JOHNSON CREEK MEETING NOTICE

125 Depot Street, Johnson Creek, WI

Agenda

SPECIAL VILLAGE BOARD

December 19, 2016

125 Depot St.

5:00 p.m.

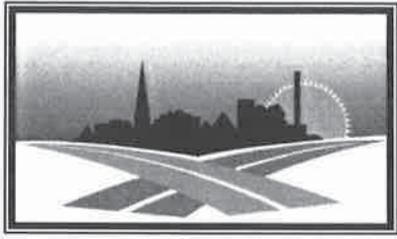
1. Call to order - roll call
2. Pledge of Allegiance
3. Statement of Public Notice
4. Ordinance 11-16 Repealing and Recreating Sections 210-4 Permit for Excavation and Openings and 210-5 Occupancy of Right of Way – *pgs 1-20*
5. Reconsider Resolution 127-16 Award Bid – Repair RBC#5 – Sewer Utility – *pgs 21-27*
6. Resolution 143-16 Extension of Reduction to Impact Fees – *pgs 28*
7. Resolution 144-16 Schedule of Fees – *pgs 29-41*
8. Adjourn

<i>Agenda Posting Information</i>	
Date	
Time	a.m. / p.m.
Initials	

N.B. Page Numbers Denote Packet Location

NOTICE: It is possible that members of, and possibly a quorum of, other governmental bodies of the Village may be in attendance at the meetings above to gather information. No action will be taken by any governmental body at the meetings above other than by the government body specifically referred to in the above notice. Request from persons with hearing or sight disabilities who need assistance to participate in this meeting should be made to the Village Clerk's Office at (920) 699-2296 with as much advance notice as possible.

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Village of Johnson Creek Memorandum

From: Lisa Trebatoski
To: Village of Johnson Creek Village Board
Re: Ordinance 11-16
Date: 12/16/2016

Ordinance 11-16 in the agenda packet will be updated for Monday night. Attorney Hammes was unable to update the fees in section 210-5D and 210-5G (2) to reference the fee schedule that the Village maintains. Attorney Hammes will update Ordinance 11-16 on Monday and an updated copy will be available that night for approval.

ORDINANCE NO. 11-16

STATE OF WISCONSIN: VILLAGE OF JOHNSON CREEK: JEFFERSON
COUNTY

ORDINANCE REPEALING AND RECREATING SECTIONS 210-4 AND 210-5
OF THE VILLAGE CODE OF THE VILLAGE OF JOHNSON CREEK
JEFFERSON COUNTY, WISCONSIN

THE VILLAGE BOARD OF THE VILLAGE OF JOHNSON CREEK, JEFFERSON
COUNTY, WISCONSIN, DOES ORDAIN AS FOLLOWS:

SECTION 1: Chapter 210-4 of the Village Code of the Village of Johnson

Creek are hereby repealed and recreated to read as follows:

§ 210-4 Permit for excavation and openings.

- A. Permit required. No person shall, without first obtaining a permit from the Village Administrator, make any opening in any street, alley, or sidewalk within the Village. No permit shall be granted when the ground is frozen unless the Village Administrator determines such opening is necessary.
- B. Insurance required.
 - (1) A permit shall be issued only if the applicant submits evidence to the Clerk-Treasurer that he is covered by public liability insurance in the following minimum amounts and that such insurance protects the Village from all claims; personal injury: property: one person, one accident - \$1,000,000, \$1,000,000, \$500,000. The evidence of insurance shall also provide that the Village be notified at least 10 days prior to cancellation or expiration of the insurance.
 - (2) The provisions of this subsection shall not apply to public utility companies covered under § 66.0456, Wis. Stats.
- C. Information to accompany application. The applicant shall submit to the Clerk-Treasurer, at the time the permit is applied for, sufficient information on the proposed work to enable the Village Administrator or his designee to properly evaluate the work to be done. The Village Administrator or his designee shall determine whether sufficient information has been submitted, such information to include at least the following:

- (1) Where the proposed opening is less than 20 sq. ft. in area or less than 30 feet in length, the applicant shall state the nature and location of the work, the reason for the work and the proposed method of doing the work.
 - (2) Where the proposed opening exceeds 20 sq. ft. in area or 30 feet in length, the applicant shall submit in triplicate a plan or sketch of the proposed work showing the location, nature, reason and method of doing the work.
- D. Deposit. The applicant shall submit to the Village Clerk at the time the permit is applied for a cash or bond deposit conditioned to guarantee the restoration of the surface of such right-of way as may be disturbed by the proposed openings, unless the required deposit has been waived by the Village Board. The applicant shall be responsible for the surface restoration or the cost of such restoration.
- (1) Deposit. The amount of the required bond/letter of credit or cash deposit shall be as follows:
 - (a) \$1,000 minimum, or \$5 per square foot (whichever is larger). All invoices by the Village and/or Engineer that are billed to the applicant must be paid in full before the Letter of Credit/Cash Deposit will be released.
 - (b) Utility Poles - no bond required.
 - (2) Use of deposits. The Village may use all of such deposits to pay the cost of any work the Village performs to restore or maintain the public place as herein provided. If the applicant fails to perform such work, the amount refunded to the applicant shall be reduced by the amount expended by the Village plus 25% of such cost for general overhead and administrative expenses.
 - (3) Release of cash deposit or bond. All restoration work shall be guaranteed for a period of one year after completion of same. Upon completion of the work in a satisfactory manner, but not sooner than 12 months thereafter, the deposit shall be refunded, unless sooner released with the approval of the Village Administrator.
 - (4) Public Utility companies. Where openings are made by Public Utility companies covered under § 66.0456, Wis. Stats., a permit may be granted without such deposit. It is further provided, however, that the Village may, in the future, require such deposit from any such utility if a bill rendered in accordance with subsec. L.(9) remains unpaid 30 days after date of billing.
- E. Permit to be displayed. A copy of the permit shall be available at the site at all times.

- F. Automatic expiration of permit. If work is not commenced within the time period specified on the permit, the permit shall automatically expire and a new permit shall be obtained and an additional fee charged. The Village Administrator may extend the time limit for sufficient cause.
- G. Notices required. Notice required from the applicant shall be as follows:
 - (1) To affected persons. The applicant shall notify all public and private individual firms and corporations affected by the work at least 3 working days before such work is to start.
 - (2) To Village. The applicant shall notify the Village Administrator at least 3 working days prior to the commencement of work and again at least 24 hours prior to backfilling or restoring the surface.
- H. Emergency work. When an immediate opening is necessary for the protection of public or private property, health, or safety, and Village offices are closed, the same shall be reported to the Police Village, which shall grant permission to make the necessary openings upon the condition that an application be made in the manner herein provided within one working day.
- I. Removal of new pavement. Whenever it is necessary to remove street or alley pavement for installation of new facilities within 5 years of the construction of the pavement, the applicant shall pay and forfeit as damages to the Village the following charges based upon the unit prices as established by the Village Board for the year in which the opening is made, such charges to be in addition to the restoration costs incurred by the applicant:
 - (1) First year, 50% of the unit price.
 - (2) Second year, 40% of the unit price.
 - (3) Third year, 30% of the unit price.
 - (4) Fourth year, 20% of the unit price.
 - (5) Fifth year, 10% of the unit price.
- J. Maximum street opening. Not more than 450 lineal feet of trench shall be opened at one time.
- K. Time Limit for completion of work. No trench openings shall remain open (without trench backfilled and asphalt repaired) in excess of 3 calendar days, unless permission is obtained from the Village Administrator prior to the third day. For each day or fraction thereof the openings remains open in excess of 3 days, the applicant shall pay the Village \$1,000.

L. Method of doing work. The following procedures shall be observed in all street openings.

- (1) Personnel allowed to perform work. Pavement patching must be performed by a paving company that is approved by the Village. Others may take out the permit, but they must identify which paving company will perform the work at the time they apply for the permit.
- (2) Safety. Any contractor opening a trench or performing any utility or other work, must provide flag persons and other traffic controls to ensure public safety.
- (3) Excavating. The trench shall be saw cut and shall be opened to a sufficient width and depth to permit the repair or installation of the utility, using special care to avoid damaging existing conduits or pipes. All work shall be done to conform to all applicable federal, state, and local safety standards. All refuse and excess opened material shall be removed from the street limits as the work progresses and shall not be deposited on the site.
- (4) Erosion control. Applicable State and Village Regulations shall apply. A separate Village Erosion Control Permit (including plans and bond) will be required, depending on the scope of the project. Any material tracked or deposited on any public roadway must be removed immediately.
- (5) Maintenance of hard surface opening.
 - (a) General. The applicant shall backfill the openings with slurry immediately upon completion of the underground work. After 24 hours, slurry will be removed to the depth of the existing asphalt, and the opening will be topped with not less than 4 inches of bituminous concrete, in accordance with Village street cross section standards. Open gravel trenches are not permitted, unless specifically authorized by the Village Administrator.
 - (b) Asphalt placement procedures. The contractor will replace the asphalt surface in accordance with the following procedures and a sketch provided by the Village. The contractor will contact the Village Engineer's office and the Village Administrator in writing a minimum of 24 hours prior to backfilling and shall also notify in writing a minimum of 24 hours prior to asphalt patching for on-site inspection to guarantee conformance with Village requirements. The contractor will replace the asphalt surface in accordance with the specifications and detailed drawings on file with the Village.
 - (c) Final restoration. The final restoration shall consist of the following steps in restoring the pavement and impacted area to equal or better than original condition.

- (6) Restoration of openings in other than hard surface areas. All surfaces or sub-surfaces of areas other than hard surface areas as may be disturbed in any street ROW openings shall be replaced in substantially the same condition as it was prior to such disturbance. All work including restoration must be completed within 30 calendar days of the date of issuance of the permit unless extended in writing by the Village.
- (7) Backfilling. Backfilling shall be done in accordance with Village specifications on file with the Village Engineer. The slurry backfill shall be per state standard specifications.
- (8) Traffic control devices. The applicant shall provide and maintain proper barricades, signs, and flagmen at all locations where construction and maintenance work interferes with normal pedestrian or vehicular traffic use of the street or walkways, etc. All markings and signing provided for traffic control and safety purposes shall conform to the standards and specifications of the current issue of the Manual on Traffic Control Devices, as may be applicable. The permittee or contractor must submit a basic traffic control plan for approval by the Village Administrator.
- (9) Village's right to restore surface. If the applicant should fail to restore the surface of the street or any area within the ROW or construction area to its specified condition within 7 calendar days of being notified to do so, without written approval for extension, the Village Administrator, if he deems it advisable, shall have the right to do all the work and items necessary to restore the construction site. The applicant shall be liable for the actual cost thereof plus 25% of such cost for general overhead and administrative expenses. The cost of said work shall be deducted from the cash deposit or bond, where applicable, or billed directly to the public utility company involved. Should the cost of repairs exceed the cash or bond limits held, the additional amount shall be billed to the applicant. No additional permits of any kind shall be issued to the applicant until such invoices are paid in full.
- (10) Guarantee. It shall be the duty of the applicant to guarantee and maintain the site of the openings for one year after restoring it to its original condition and official acceptance of the project.
- (11) In connection with issuing the permit, responsible Village officials will provide the applicant with the most recent issue of the street opening permit form, a sketch of asphalt repair details, and a copy of "REGULATIONS GOVERNING STREET OPENING AND RIGHT-OF-WAY, OPENING PERMITS IN THE VILLAGE OF JOHNSON CREEK," which reflects the above information.

- M. For the purpose of administering the provisions of this section, each applicant shall pay to the Village Treasurer permit fees as determined by resolution by the Common Board from time to time.

SECTION 2: Chapter 210-5 of the Village of Johnson Creek Municipal Code is hereby repealed and recreated to read as follows:

§ 210-5 Occupancy of Right of Way.

A. General Provisions.

- (1) 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 and excavations taking place therein and to regulate the placement of facilities in the Rights-of-Way to ensure that the Rights-of-Way remain available for public services and safe for public use. The taxpayers of the Village bear the financial burden for the upkeep 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 and increased costs to the taxpayers of the Village and that these costs are likely to continue into the foreseeable future.

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:

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

In response to the foregoing facts, the Village hereby enacts this ordinance relating 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 at some future time. It is intended to complement the regulatory roles of state and federal agencies.

The purpose of this ordinance is to provide the Village a legal 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.

- (2) Definitions. The following definitions apply in this ordinance. References hereafter to "sections" are unless otherwise specified references to sections in this ordinance. Defined terms remain defined terms whether or not capitalized.
- (a) APPLICANT. Any person requesting permission to excavate, obstruct and/or occupy a right-of-way.
 - (b) VILLAGE. The Village of Johnson Creek, Wisconsin, a Wisconsin municipal corporation.
 - (c) DEGRADATION. 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.
 - (d) VILLAGE ADMINISTRATOR. The individual serving as Village Administrator, or the Village Administrator's designee, as the case may be.
 - (e) EMERGENCY. 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.
 - (f) EXCAVATE. To dig into or in any way remove or physically disturb or penetrate any part of a right-of-way.
 - (g) FACILITIES. All equipment owned, operated, leased or subleased in connection with the operation of a 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.

- (h) IN, when used in conjunction with "right-of-way". Over, above, within, on or under a right-of-way.
 - (i) LOCAL REPRESENTATIVE. 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 Chapter.
 - (j) OBSTRUCT. 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.
 - (k) PERMITTEE. Any Person to whom a permit to occupy, excavate or obstruct a Right-of-Way has been granted by the Village under Chapter 8 of the ordinances.
 - (l) PERSON. Corporation, company, association, firm, partnership, limited liability company, limited liability partnership and individuals and their lessors, transferees and receivers.
 - (m) PUBLIC UTILITY. As defined in Wis. Stat. § 196.01(5).
 - (n) REGISTRANT. Any person who has registered with the Village to have its facilities located in any right-of-way.
 - (o) REPAIR. To perform construction work necessary to make the right-of-way useable for travel according to Village specifications, or to restore equipment to an operable condition.
 - (p) RESTORE or RESTORATION. The process by which an excavated right-of-way and surrounding area, including pavement and foundation is reconstructed, per Village specifications.
 - (q) RIGHT-OF-WAY. 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.
- (3) Administration. The Village Administrator or his/her designee is responsible for the administration of the rights-of-way, and the permits and ordinances related thereto.

B. Registration for Right-of-Way Occupancy.

- (1) Each person who has, or seeks to have, facilities located in any right-of-way shall register with the Village and pay the fee set forth in Chapter 210-5D. 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.

- (2) 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 is registered with the Village.
- (3) Nothing herein shall be construed to repeal or amend the provisions of a Village ordinance regulating constructing sidewalks or driveways or other similar activities. Persons performing such activities shall not be required to obtain any permits under this Chapter.

C. Registration Information. The information provided to the Village at the time of application shall include, but not be limited to:

- (1) Each registrant's name, Diggers Hotline registration certificate number, address and email address, if applicable, and telephone and facsimile numbers.
- (2) 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.
- (3) Reason for and a clear description of the proposed work, use, structure, or obstruction, and the exact location of said work, use, structure or obstruction.
 - (a) The requested dates and hours of work or placement of obstruction;
- (4) Other local, state or federal approvals, if necessary;
- (5) A certificate of insurance.
- (6) If the registrant is a corporation, a LLC or LLP, a copy of any certificate required to be filed under Wisconsin Statutes as recorded and certified by the Secretary of State.
- (7) 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.
- (8) Sufficient evidence of the following health, welfare, and safety concerns:

- (a) Village infrastructure shall remain fully operational and it shall not be disturbed or altered unless permitted by the Village;
 - (b) Drainage shall not be affected in the location; and
 - (c) The placement of any structure or obstruction shall not present a safety concern, with the construction site being sufficiently lit (if applicable) or fenced and guarded (if applicable).
 - (d) No structure or obstruction may be placed in a right of way at a location which is closer than twenty (20) feet to any point of ingress used by the general public or by the owner of any private property abutting the right of way.
 - (e) All facilities exceeding forty (40') feet in height shall require a fall zone within the right of way, provided however, that the fall zone may extend onto that portion of adjacent privately owned property subject to the following conditions and limitations:
 - 1. the fall zone on such private property does not include any portion of the property used for ingress or egress to the property from the adjoining public right of way; and
 - 2. the fall zone on such private property does not include any portion of the property used for vehicular parking, including temporary parking for loading and unloading purposes; and
 - 3. the fall zone on such private property does not include any portion of the property on which a building, structure, or other enclosure is located; and
 - 4. an easement, license or similar agreement, executed by the private property owner and acknowledging that the fall zone includes a portion of the private property shall be filed with the Village Administrator on or before the issuance of any permit required under the terms of this ordinance.
- (9) Execution of an indemnification agreement in a form prescribed by the Village.
- (10) The registrant shall keep all of the information listed above current at all times by providing to the Village information as to changes within fifteen (15) working days following the date on which the registrant has knowledge of any change.

- D. Registration Fee. The Village shall charge an annual Registration Fee in an amount of \$25.00 to recover the costs incurred by the Village for processing and updating registration information.
- E. Review of an Application for Right-of-Way User Registration:
- (1) Applicant shall have a non-exclusive use of the premise;
 - (2) Granting the request shall not contribute to public expense;
 - (3) Applicant's use of the premise shall be in compliance with all local, state, or federal laws. Applicant shall obtain all permits required by local, state, or federal authorities required for the use of the premises;
 - (4) Applicant shall not install any utility lines, equipment and/or facilities on private property without written consent of the owner, and shall verify parcel boundaries. Easement/access agreements shall be obtained for any Village parcels not part of public rights-of way;
 - (5) A Right-of-Way User Registration shall not be construed as a waiver of the applicant's obligation to comply with other or more restrictive Village ordinances;
 - (6) Village infrastructure shall not be disturbed or altered unless otherwise permitted, and shall remain visible, accessible and operational. Any Village infrastructure damaged shall be immediately reported to the Village, be repaired to Village standards, and inspected and approved by the Village at the expense of the applicant;
 - (7) Any construction, reconstruction, improvements or restoration of the public right-of-way after disturbance shall be consistent with Village standards and all public rights-of-way shall be restored to their original condition upon completion of the work, activities, or installation, unless otherwise permitted;
 - (8) Drainage shall not be adversely affected due to the installation of any utility lines, structures, equipment or facilities;
 - (9) Placement of obstructions during installation and all work and activities shall:
 - (a) Not present a public safety concern;
 - (b) Be sufficiently lit at night (if required by permit) so as to be in full view of the public from all directions;
 - (c) Be fenced or guarded (if required by permit) in a manner which insures public safety; and

- (d) Be consistent with any limitations and conditions set forth in the approval.
- (10) The applicant shall indemnify and hold the Village harmless for any loss/liability, claims, or damage to any person or property arising from:
- (a) Applicant's installation, maintenance and/or operation under the approved registration;
 - (b) Vandalism;
 - (c) Interruption in any service from any cause; and
 - (d) Fire, water, rain, snow, steam, sewerage, gas or odors, from any source.

F. Permit to Excavate in Right-of-Way Required.

- (1) Excavation Permit Required. Except as otherwise provided in this Chapter or other Chapters of the General Ordinances of the Village of Johnson Creek, no person shall excavate any right-of-way without first having obtained an excavation permit from the Village. A copy of any permit issued under this Chapter shall be made available at all times by the Permittee at the indicated work site and shall be available for inspection by the Village upon request.
- (2) Excavation Permit Application. Application for a permit shall be made to the Village. Permit applications shall contain, and will be considered complete only upon compliance with the requirements of the following provisions:
 - (a) Registration with the Village as required by this Chapter.
 - (b) 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.
 - (c) Payment of all money due to the Village for:
 - 1. applicable permit fees and costs as set forth below;
 - 2. unpaid fees or costs due for prior excavations; or
 - 3. 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.

G. Excavation Permit Fee. Excavation Permit Fee shall be established by the Village in an amount sufficient to recover the costs incurred by the Village. This fee shall recover administrative and inspection costs, as well as degradation costs should the permittee choose to repair rather than restore the right-of-way. Payment of said fees shall be collected prior to issuance of the permit. However, the Village Administrator may, with the advice and consent of the Village Board, 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.

- (1) Waiving of Fees. Fees shall not be waived unless the work involved is a direct result of the Village Administrator's demand that a structure owned by a utility be removed or relocated or unless waived by the Village Board on appeal.
- (2) Fee Schedule. The fee for each excavation permit shall be established annually by the Village Board and included in the fee schedule adopted by the Village Board in accordance with the provisions of Chapter 33. The fee for a permit issued after commencing work, except in cases of emergency as determined by the Village Engineer, shall be double the fees which would otherwise apply had the permit been issued prior to the commencement of work. This permit fee shall be in addition to any forfeiture provided elsewhere in this ordinance.

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 Village Administrator 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 Village 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.

- (3) Village Exemption. The Village and its contractors shall not pay degradation fees for excavations due to general government functions.
- (4) Permit fees paid for a permit that the Village has revoked are not refundable.

H. Right-of-Way Repair/Restoration.

- (1) The Permittee shall be required to repair the public right-of-way to Village specifications, subject to inspection and acceptance by the Village, and to

pay a degradation fee, as per Chapter 210-5H.(4), unless the Permittee elects to restore the right-of-way pursuant to Chapter 210-5H.(5). 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 Village. The Village shall inspect the area of the work and accept the work when it determines that proper repair has been made, per specifications of the Village.

- (2) 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 Village, correct all work to the extent necessary, using the method required by the Village. Said work shall be completed within ten (10) calendar days of the receipt of the notice from the Village, not including days during which work cannot be done because of circumstances constituting force majeure.
 - (3) 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 Village, or fails to satisfactorily and timely complete all work required by the Village, the Village 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.
 - (4) Degradation. The general formula for computing the degradation fee shall be the cost per square yard for street overlay and seal coat multiplied by the appropriate depreciation rate for that street multiplied by the area of the patch. The area of the patch shall be calculated by adding one foot to each side of the actual street cut. Degradation fee schedule is available upon request from the Village Administrator.
 - (5) Restoration in Lieu of Repair and Degradation. The Permittee may elect to restore the excavation and surrounding pavement in lieu of repair and a degradation fee. The restoration shall be in accordance with the Standard Specifications for Public Works Construction and the plans and specifications of the Village. The Permittee shall then also comply with Chapter 210-5H.(2) and (3).
- I. Inspection.
- (1) Notice of Completion. When the work under any permit hereunder is begun and completed, the Permittee shall notify the Village.
 - (2) Site Inspection. Permittee shall make the work site available to the Village and to all others as authorized by law for inspection at all reasonable times during the execution of and upon completion of the work.

- (3) Authority of Village. 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 the 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 Village that the violation has been corrected. If such proof has not been presented within the required time, the Village may revoke the permit pursuant to Chapter 210-5L.

- J. Ongoing Management Fees. The cost of trimming trees around facilities is an ongoing cost to the Village. The specific cost will be determined and a fee to offset those costs may be assessed in the future.

- K. Compliance with Other Laws. Obtaining a permit to excavate 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 does the work.

- L. Revocations, Suspensions, Refusals to Issue or Extend Permits.
 - (1) The Village 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:
 - (a) The applicant or Permittee is required to be registered and has not done so;
 - (b) Issuance of a permit for the requested date would interfere with an exhibition, celebration, festival or other event;
 - (c) Misrepresentation of any fact by the applicant or Permittee;
 - (d) Failure of the applicant or Permittee to maintain required bonds and/or insurance;
 - (e) Failure of the applicant or Permittee to complete work in a timely manner;
 - (f) The proposed activity is contrary to the public health, safety or welfare;
 - (g) The extent to which right-of-way space where the permit is sought is available;

- (h) The competing demands for the particular space in the right-of-way;
 - (i) The availability of other locations in the right-of-way or in other rights-of-way for the facilities of the Permittee or applicant;
 - (j) The applicability of ordinances or other regulations of the right-of-way that affect location of facilities in the right-of-way;
- (2) Discretionary Issuance. The Village 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 ordinance or an order of a court or administrative agency.
- (3) Appeals. Any person aggrieved by a decision of the Village 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 Village.

M. Work Done Without a Permit.

- (1) 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 Chapter.

If the Village becomes aware of any emergency regarding a registrant's facilities, the Village may attempt to contact the local representative of each registrant affected, or potentially affected, by the emergency. The Village may take whatever action it deems necessary to protect the public safety as a result of the emergency, the cost of which shall be borne by the registrant whose facilities occasioned the emergency.

- (2) Non-Emergency Situations. Except in an emergency, any person who, without first having obtained the necessary permit, excavates a right-of-way must subsequently obtain a permit, and shall in addition to any penalties prescribed by ordinance, pay double the normal fee for said permit, pay double all the other fees required by this Chapter or other Chapters of the General Ordinances of the Village of Johnson Creek, deposit with the

Village the fees necessary to correct any damage to the right-of-way and comply with all of the requirements of this Chapter.

N. Location of Facilities.

- (1) Undergrounding. Unless in conflict with state or federal law, except when existing aboveground 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.
- (2) Limitation of Space. The Village 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 decisions, the Village 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 the public, health, safety or welfare.

- O. Relocation of Facilities. A registrant must, promptly and at its own expense, permanently remove and relocate its facilities in the right-of-way whenever the Village, acting in its governmental capacity, requests such removal and relocation. If requested, the registrant shall restore the right-of-way.

Notwithstanding the foregoing, a person shall not be required to remove or relocate its facilities from any right-of-way which has been vacated in favor of a non-governmental entity unless and until the reasonable costs thereof are first paid to the person therefor.

- P. Interference with Other Facilities during Municipal Construction. When the Village performs work in the right-of-way and finds it necessary to maintain, support, shore, or move a registrant's facilities, the Village shall notify the local representative. The registrant shall meet with the Village's representative within twenty-four (24) hours and coordinate the protection, maintenance, supporting and/or shoring of the registrant's facilities. The registrant shall accomplish the needed work within seventy-two (72) hours, unless the Village agrees to a longer period.

In the event that the registrant does not proceed to maintain, support, shore or move its facilities, the Village may arrange to do the work and bill the registrant, said bill to be paid within thirty (30) days.

Q. Abandoned Facilities.

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

- (a) Provide information satisfactory to the Village that the registrant's obligations for its facilities under this Chapter have been lawfully assumed by another registrant; or
- (b) Submit to the Village 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:
 - 1. accept the dedication for all or a portion of the facilities; or
 - 2. require the registrant, at its own expense, to remove the facilities in the right-of-way at ground or above ground level; or
 - 3. 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 Village waives this requirement.

- (2) Abandoned Facilities. Facilities of a registrant who fails to comply with Chapter 210-5Q.1.(a)., and which, for two (2) years, remains unused shall be deemed to be abandoned. Abandoned facilities are deemed to be a 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.
- (3) Public Utilities. This section shall not apply to a public utility, as defined by Chapter 196.01(5), Wis. Stats, that is required to follow the provisions of Chapter 196.81, Wis. Stats.

R. Reservation of Regulatory and Police Powers. The Village, by the granting of a permit to excavate, obstruct and/or occupy the right-of-way, or by registering a person under this Chapter does not surrender or in any extent lose, waive, impair, or lessen the lawful powers and rights, which it has now or maybe 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 Chapter agrees that all lawful powers and rights, regulatory powers, or police power, 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 subject to the regulatory and police powers of the Village to adopt and enforce general ordinances necessary to the safety and welfare of the public

and is deemed to agree to comply with all applicable general law, and ordinances enacted by the Village pursuant to such powers.

- S. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Chapter 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.
- T. Penalty. Any person who violates this ordinance or fails to comply with the provisions of this ordinance shall be subject to a forfeiture of not less than one hundred twenty dollars (\$120) nor more than six hundred dollars (\$600). Each day such violation or failure to comply continues shall be considered a separate offense.

SECTION 3: All ordinances or parts of ordinances conflicting with or contravening the provisions of this ordinance are hereby repealed.

SECTION 4: This ordinance shall take effect upon passage and posting as provided by law.

PASSED AND ADOPTED by the Village Board of the Village of Johnson Creek, Jefferson County, Wisconsin this _____ day of _____, 2016.

VILLAGE OF JOHNSON CREEK,

BY: _____
JOHN SWISHER, President

ATTEST:

JOAN DYKSTRA, Clerk-Treasurer
Date Introduced: _____
Date Adopted: _____
Date Posted: _____
Date Published: _____

RESOLUTION 127-16

AWARD BID
RBC #5 SHAFT REPAIR
SEWER UTILITY

THE VILLAGE BOARD OF THE VILLAGE OF JOHNSON CREEK, JEFFERSON COUNTY, WISCONSIN, DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, the Village Wastewater Utility is seeking approval for the repairs of RBC #5, and

WHEREAS, a timely repair of the shaft on RBC #5 is necessary to maintain the operations of the treatment facility's secondary treatment process due to wear, and operation of all working RBC sections are critical to the operation of the sanitary sewer system of the Village

WHEREAS, the Wastewater Utility has received three Bids for the repair from:

In Place Machining	\$22,500.00
Metal Surgery Milwaukee	\$14,580.00
World Wide Machinery & Welding	\$18,500.00

WHEREAS, that the Board of Trustees of the Village of Johnson Creek approve the repair of RBC #5 and award the bid to Metal Surgery Milwaukee in the amount of \$14,580.00. The funding source will come from the Maintenance of Treatment Plant Account 03-833.300 in accordance to the 2016 Sewer Utility Operating Budget, and

BE IT FURTHER RESOLVED, that the Village Clerk/Treasurer and the Village Administrator are authorized to effectuate this resolution.

PASSED AND ADOPTED by the Village Board of the Village of Johnson Creek this 14th day of November, 2016.

John L. Swisher, Village President

ATTEST:

Joan Dykstra Clerk – Treasurer

Metal Surgery Milwaukee, Ltd.

PO Box 370515
 Milwaukee, WI 53237-0515
 (414) 744-8313 Fax (414) 744-8770

Quotation

Date	Quotation #
11/7/2016	110716-1TH

Name/Address
Village of Johnson Creek Water Utilities P.O. box 238 Johnson Creek, WI 53038 Attn:

P.O. #	Terms	Clerk	Quoted by:	Job
	Net 10	TH	Nakao Kreil	Waste Treatm...

Item Code	Description	Qty	Price Each	Amount
102 Welding	Waste Treatment Shaft 1) Set up 2) Weld up 4.5" shaft where bearing damage occurred by procedure 3) Machine shaft back to specs. 4) Clean and inspect Estimated price includes: Labor and Materials ***Note*** Metal Surgery will need the new bearing to complete the repair. Exempt/Government	1	14,580.00	14,580.00
			0.00	0.00
Thank you for allowing us to quote on this job.			Total	\$14,580.00

Signature Accepting: _____

WORLDWIDE MACHINING & WELDING INC
 405 JOHN AVENUE
 SUPERIOR WI 54880

Sales Quote

Customer Number
206408
Sales Quote No.
10820

Bill To:
 TOWN OF JOHNSON CREEK
 200 AZTALAN ST
 Johnson Creek WI 53038

Ship To:

Date	Salesperson	Cancel Date	Reference No.	Special Instructions	
11/11/2016	JA	2/11/2017	TBA - JOSEPH H		
Quantity	U/M	Description / Stock Number	Code	Unit Price	Amount
1.00	EA	REPAIR OF DAMAGED MAIN SHAFT: - UNDERCUT OF MAIN SHAFT - WELD BUILD UP OF SHAFT UTILIZING VIBRATORY STRESS RELIEF PROCESS - MACHINE SHAFT TO REQUIRED TOLERANCE COST ESTIMATE INCLUDES: - (2) FILED MACH TECHNICIANS (ROUND-TRIP TRAVEL, STAY, AND ALLOWANCE). - (2) FIELD MACH TECHNICIANS 10 - 12 HR DAYS STARTING ON A MONDAY MORNING UPON AN APPROVED PO. - MOBILIZE / DEMOBILIZE - EQUIPMENT RENTAL - CONSUMABLES NOTE: THIS QUOTE IS FIRM BASED ON CURRENT INFORMATION. JOB WALK TO BE PERFORMED PRIOR TO START OF PROJECT. For any questions on this quote please contact Jim Daniel at 715-394-6006 or via email at jamesd@wwmwinc.com	2551	\$18,500.00	\$18,500.00
Payment Terms: Net 30 USD Freight Terms: Prepay & Add This Quote Does Not Include Sales Tax			Sales Quote Subtotal		\$18,500.00
			5.500% Tax Freight Charges		
Thank You for the Opportunity to Provide this Quote. This quote is valid for 60 days.			Sales Quote Total		\$18,500.00



In-Place Machining Company
3811 N. Holton St.
Milwaukee, WI 53212
414.562.2000
414.562.2932 (fax)
www.inplace.com

November 14, 2016

Mr. Joseph Howey
Johnson Creek Water Utility
200 Aztalan Street
Johnson Creek, WI 53038

Via E-mail: JosephH@JohnsonCreekWI.org
Subject: Budgetary proposal to weld and machine (1) bearing diameter.
Ref: Our site survey dated November 10, 2016.
IPM Ref: IPM Inquiry # 35522

Dear Mr. Howey,

Thank you again for contacting In-Place Machining Company regarding your on-site machining requirements. Per our conversations, we are pleased to provide you the following budgetary proposal to weld repair and machine (1) bearing journal diameter on the RBC F89N shaft #5 to restore to original geometry. This work is to occur before the end of 2016 while at the Johnson Creek treatment facility in Johnson Creek, WI.

As you may already know, In-Place Machining Company has the equipment and experienced technicians to successfully complete this work in an expert, timely and cost-effective manner. However, please note, **this work is to be performed on a best effort no warranty basis.**

Prior to our arrival on site, and in addition to the customer responsibilities section of this proposal, the customer is to remove the exterior fiberglass shell, remove the gearbox / drive assembly, remove the damaged bearing, clean and degrease the area, lift / support the shaft inboard of the bearing diameter such that the full ~ 31" length of the ~Ø4.9375" OD is exposed for this work, and construct weather protection over the work area.

General Work Scope

In-Place Machining Company will provide all labor, materials, transportation, machines, equipment and instrumentation to perform this work per the specifications below.

- Option A: Weld and machine to the restore geometry.
- IPM to mobilize equipment and technicians to site.
 - Perform weld prep to the area by hand grinding the worn portion of the shaft to expose fresh metal.
 - Setup inspection equipment to monitor the effect weld repair has on the shaft geometry in an effort to mitigate warpage.
 - Weld repair the journal diameter to an oversized condition.
 - Setup and align turning equipment.
 - This may include tack welding to the inner face of the RBC main shaft assembly.
 - Reference locations to be the adjacent unworn surfaces of the Ø4.9375" diameter.
 - Machine the weld repaired OD of the shaft to Ø4.9375" with an anticipated tolerance of +0.000" / - 0.002". Tolerance is to be verified.
 - Surface finish to be approximately 63 µin Ra.
 - Reference material includes pictures and the Operations and Maintenance document provided by customer.

Option B: Stub Shaft replacement – Not offered at this time.



In-Place Machining Company
 3811 N. Holton St.
 Milwaukee, WI 53212
 414.562.2000
 414.562.2932 (fax)
 www.inplace.com

Time, Material, & Expense Pricing

A) The following hourly rates apply to all in-shop logistics planning and scheduling, mobilization and demobilization, travel, and all on-site time including delay and stand-by time.

	Straight Time (First 8 hr. / day M-F)	Over Time (Over 8 hr. / day, Sat, Sun)	Holiday Time
Technician Rates	\$95.00	\$142.50	\$190.00

B) Expenses are charged at our cost plus 15%. Expenses generally includes, but are not limited to, the following:

- Air & surface transportation, lodging, car rental, and all other purchased services.
- Consumables, materials, special tooling, etc. whether from IPM inventory or purchased for this job.

C) An equipment usage charge of \$1,075.00 per shift will apply. This covers machines, equipment, hand tools, and instrumentation necessary to complete the project as outlined above. Equipment usage is charged for all shifts from the start of site work until completed. An equipment transit charge of 2 shifts is added to the on-site time for equipment transit time regardless of actual duration, (1 outbound and 1 return).

We estimate the cost of "Option A" to be **\$22,500.00** and estimate 3-4 days on site to complete the work.

Please note that this is only an estimate, the actual invoice amount will be calculated based on the rates provided above. Additionally, this estimate is based on the assumptions that the Customer Responsibilities described below have been satisfied, and that In-Place Machining Company personnel will be provided a worksite that complies with applicable health and safety laws and regulations.

Staffing and Scheduling:

In-Place Machining Company will perform on-site work according to the following schedule:

- Two IPM technicians working approximately 12 hours per shift
 - One shift per day
 - Seven days per week
- We require approximately 3 weeks advance notice prior to the start of on-site work.
- To reserve space in our schedule, we require a purchase order as soon as possible.
- Please note that our technicians work 12 hours per day, seven days per week. All delay and stand-by time will also be charged at 12 hours per technician, per day.

Scheduling of this project by In-Place Machining Company will depend on available manpower at the time of our receipt of the purchase order. Provision of this quote by IPM does not guarantee availability of personnel to perform the work at the desired timeframe.

Customer Responsibilities

The pricing listed in this proposal is based on Johnson Creek Water Utilities providing or being responsible for the following:

- Lock out, verify, and test all equipment to confirm that all parts and functions are made safe for work.
- Electrical connections and compressed air as needed. (Approx. 1 line 480 V, 3 Phase 60 amp)
- Lifting, handling assistance, crane operators as needed while unloading and moving equipment.
- All scaffolding, work platforms, lighting, **weather protection** or other services as required to make the job site safe and suitable for our work to be performed.
- Floor space and laydown area for our container and/or machines.
- Removal and proper disposal of all metal chips, trash and other waste.



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Additional Terms

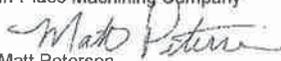
The enclosed "Standard Terms and Conditions" form a part of, and apply to this proposal. The amount of the invoice when calculated according to this proposal and further defined in the attached Standard Terms and Conditions takes precedence over all other proposals, quotations, or estimates which may have been furnished.

This proposal shall constitute an offer to provide the services described above. A written purchase order incorporating this proposal and the enclosed Standard Terms and Conditions, or a signed acceptance of this proposal referencing a purchase order number is required before start of the work. Any such purchase order may not contain modifying or additive terms or conditions, and In-Place Machining Company will not, and shall not have any obligation to proceed except on the basis of this proposal and the Standard Terms and Conditions.

Thank you again for the opportunity to provide this proposal to you. We value your business and look forward to working with you for completion of this project in a timely and expert manner. If you have further questions or comments, please feel free to contact me at any time at 414.562.2000 Ext. 214, or via fax at 414.562.2932. You can also contact me via e-mail at MPeterson@inplace.com.

Please be sure to visit us on the web at www.inplace.com to learn more about our company and the services we offer.

Respectfully,
In-Place Machining Company


Matt Peterson,
Technical Representative



In-Place Machining Company
3811 N. Holton St.
Milwaukee, WI 53212
414.562.2000
414.562.2932 (fax)
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**IN-PLACE MACHINING COMPANY STANDARD TERMS AND CONDITIONS
THE FOLLOWING STANDARD TERMS AND CONDITIONS APPLY TO ALL AGREEMENTS**

OFFER; ACCEPTANCE; MODIFICATIONS. By accepting the Proposal of IN-PLACE MACHINING COMPANY ("IPM"), Customer agrees to the Terms and Conditions set forth in the Proposal submitted by IPM and in this document. The Proposal and these Standard Terms and Conditions (together, the "Agreement") are final, and contain the entire understanding of the Customer and IPM. Customer agrees that if there is any conflict between these Standard Terms and Conditions and Customer's purchase order, or any other document, the Terms and Conditions set forth herein shall govern, whether such purchase order or other document is prior to or subsequent to this Proposal. Any different or additional terms in Customer's acceptance of the proposal are hereby objected to, and shall be considered a request for modification of an accepted Proposal which includes the Terms and Conditions set forth in the Proposal and in this document. Any amendment, modification, cancellation or waiver of rights under this Agreement shall be effective ONLY if in writing and signed by a representative of the Party against whom enforcement of the same is sought.

PAYMENT. Any and all state or local taxes or levies of any kind, resulting from the performance of this work, whether payable by IPM, or set aside or withheld by customer with or without the direction of the tax collecting authority, are in addition to the prices quoted herein. Terms of payment are net thirty days after the date of invoice. Interest rate at 1 1/2% per month will be charged on overdue accounts, payable from the invoice date. Customer agrees that payment may not be and is not conditioned on receipt by Customer of payment from any other source. Failure by Customer to make payment when due shall be deemed a breach of this Agreement. IPM's actual damages from any breach of this contract for any reason shall include administration and collection costs, including all legal costs and attorney's fees.

CUSTOMER'S INSPECTION OR USE. Customer must have an authorized representative inspect the work performed by IPM, and immediately notify IPM in writing of any objections to, or claimed deficiencies in the work prior to the time IPM employees leave the job site.

WARRANTY. IPM warrants that its services will be in conformance with the Proposal. This warranty shall terminate six months after the date of completion of on-site work. Customer expressly waives all complaints or claims of breach of warranty or Contract not communicated to IPM in writing within such 6 month period. SUCH WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES BY IPM, EXPRESS OR IMPLIED OR BY OPERATION OF LAW OR OTHERWISE, WHETHER ORAL OR ARISING BY USAGE OF TRADE OR COURSE OF DEALING, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY REGARDING THE ADEQUACY, APPROPRIATENESS OR SUITABILITY OF THE WORK DESCRIBED IN THE SPECIFICATIONS PROVIDED TO IPM. IPM MAKES NO REPRESENTATIONS THAT THE MATERIALS AND/OR WORK PROVIDED BY CUSTOMER ARE FIT FOR ANY PARTICULAR PURPOSE OF THE CUSTOMER OR ANY USER OF THE MATERIALS.

LIMITATION OF LIABILITY. This warranty is the Customer's sole and exclusive remedy. IPM does not authorize anyone to assume for it any liability or to make on its behalf any additional warranties in connection with the performance of the Contract and / or the services provided thereunder. IPM shall not be liable for indirect, special or consequential damages under any circumstances, including any anticipated or lost profits or losses from Customer's inability to use the equipment, machinery or fixtures repaired by IPM, increased operating expenses or loss of production incurred in connection with the Contract, whether based on breach of contract, tortious conduct, acts of God, or any other theory. IPM's liability, and Customer's sole remedy shall be, at IPM's election, (a) a refund of charges for the original repair; or (b) correction of the repair for the original Customer at IPM's expense. IPM is not responsible for charges for items, services, or labor ordered or supplied by the Customer unless described in an IPM Proposal and covered by an IPM Purchase Order. If repairs or rework are necessary to fulfill the requirements of the Contract, IPM reserves the right of first refusal to perform such repairs or rework within a reasonable amount of time. The Customer's failure to provide IPM with its reasonable right of first refusal to repair or rework waives all of the Customer's remedies under this warranty.

OWNERSHIP OF TOOLS, ETC. All intellectual property, materials, tooling, standard and special fabricated fixtures, whether modified or purchased for the work described in IPM's Proposal will remain the property of IPM at the completion of such job.

SECURITY INTEREST. In addition to any lien rights provided under applicable law, the Customer hereby grants to IPM a security interest in the equipment, machinery or fixtures repaired by IPM, and agrees to execute financing statements and take such other action as IPM may request to perfect such security interest before or after the job.

CONFIDENTIALITY. Customer agrees that the intellectual property, equipment, tools and/or processes utilized by IPM are proprietary and confidential, and Customer further agrees that it will not (and will not allow others to) copy, photograph or record the intellectual property, equipment, tools and/or processes utilized by IPM. IPM shall be entitled to possession of any such photographs, images or recordings, and shall be entitled to any and all remedies available to IPM under the Uniform Trade Secrets Act in the event of Customer's breach of this agreement, in addition to any other remedies available at law or equity.

GOVERNING LAW. The Agreement shall be governed in accordance with the internal laws of the State of Wisconsin, provided that any lien laws applicable in the jurisdiction of Customer will apply to the extent that they provide IPM with a lien for amounts due to IPM for its services. The venue for any dispute resolution whether or not through the court system shall be Milwaukee County, State of Wisconsin.

INDEMNIFICATION. Customer agrees to indemnify IPM and hold IPM harmless from and against all claims, demands, liabilities, damages, losses, expenses and lawsuits which may be asserted against IPM by any person or entity not a party to the Agreement related in any way to the Technical Materials provided under the Agreement or to the sole, joint or several negligent conduct of IPM, its agents, independent contractors, servants or employees. This indemnification includes the payment of all damages, expenses, costs, or attorney's fees, regardless of the theory of responsibility on the part of IPM, and/or its agents, independent contractors, servants, or employees.

RESOLUTION 143-16

EXTENSION OF REDUCTION TO IMPACT FEES

THE JOHNSON CREEK VILLAGE BOARD, JEFFERSON COUNTY, WISCONSIN, DOES RESOLVE AS FOLLOWS:

WHEREAS, the Village Board adopted Ordinance 02-12; 33-6 Fees - Plan Commission and Subdivision Impact Fee to \$1,152 from January 1, 2012 through December 31, 2012, and

WHEREAS, the Village Board annually has approved an extension to the reduction of Impact Fees to promote development within the Village, and

NOW THEREFORE BE IT RESOLVED that the Committee of the Whole recommends that the Village Board of Trustees of the Village of Johnson Creek approve extending the reduction to Chapter 33-6 Fees Plan Commission and Subdivision Impact Fee to \$1,152 from January 1, 2017 to December 31, 2017, and

BE IT FURTHER RESOLVED, the Village Administrator and/or the Village Clerk Treasurer have the authority to effectuate this resolution.

PASSED AND ADOPTED by the Village Board of Trustees of the Village of Johnson Creek this 19th day of December, 2016.

John L. Swisher, Village President

ATTEST:

Joan Dykstra, Village Clerk-Treasurer

RESOLUTION 144-16

SCHEDULE OF FEES

THE VILLAGE BOARD OF THE VILLAGE OF JOHNSON CREEK, JEFFERSON COUNTY, WISCONSIN, DOES RESOLVE AS FOLLOWS:

WHEREAS, 33-1 Fees Adopted by Resolution of the Village code of ordinances requires the Village to approve a schedule of fees for various municipal charges, services, records, applications, licenses, permits, inspections and facility rentals shall be established and may be modified from time to time by resolution duly adopted by the Village Board. The Village Clerk shall maintain a current schedule of all fees and shall provide copies of those fees to the general public at Village Hall and on the Village web site, and

NOW THEREFORE BE IT RESOLVED, that the Committee of the Whole recommends that the Village Board of Trustees of the Village of Johnson Creek hereby approve the Schedule of Fees,

BE IT FURTHER RESOLVED, that the Village Administrator and Village Clerk-Treasurer have the authority to effectuate this resolution.

PASSED AND ADOPTED by the Village Board of Trustees this 19th day of December, 2016.

John L. Swisher, Village President

ATTEST:

Joan Dykstra, Clerk-Treasurer

Published: _____

Administration

Copies	
Black and white, legal or letter	\$0.25
Black and white, 11x17	\$1.00
Color, legal or letter	\$0.50
Color, 11x17	\$2.00
Faxing	
Outgoing local, per page	\$2.00
Outgoing long-distance first page	\$3.00
Outgoing long-distance additional pages	\$1.00
Receiving per page	\$1.00
Interest on delinquent invoices for all departments, annual	18%
Mailing Cost (Any correspondence)	\$1.00
Record locating, hourly fee when cost exceeds \$50	\$25.00
Returned check to any Village department	\$40.00
Requested copy of printed budget book	\$25.00
Room Tax (based on taxable sales)	8%
Special assessment letter, per recorded parcel	\$30.00
Special assessment letter "RUSH", per recorded parcel	\$60.00
Special meeting of Plan Commission or Village Board	Actual Cost
Tax Exemption Summary Report (per parcel)	\$30.00
Tax bill requests, per recorded parcel	\$10.00

Building Inspection

BUILDING PERMIT FEES - FEES DOUBLE IF WORK STARTED BEFORE PERMIT ISSUED

Agricultural Buildings	
New Building, per sf for all areas	\$0.15
Remodel/Addition, per M of valuation	\$6.00
Remodel or addition minimum	\$75.00
Commercial/Industrial Buildings	
Footings and foundation	\$75.00
New Building, per sf for all areas	\$0.15
Remodel/Addition, per M of valuation	\$6.00
Remodel or addition minimum	\$75.00
Mechanical and Miscellaneous Items	
Deck	\$40.00
Fence/Retaining Wall	\$25.00
Pool, above ground	\$40.00
Special Assessments	\$30.00
Razing – plus cost of inspection	\$50.00
Residential One and Two Family	
Accessory Building	
Up to 150 sf	\$30.00
150-600 sf	\$50.00
600 + sf	New structure rate
Footings and foundation	\$50.00
New Structure	\$0.15
Remodel/Addition, per M of valuation	\$6.00
Remodel minimum	\$40.00
Addition minimum	\$75.00
Reinspection or fail to call for inspection	\$35.00

ELECTRICAL PERMIT FEES - FEES DOUBLE IF WORK STARTED BEFORE PERMIT ISSUED

Minimum Permit Fee	\$35.00
New Building Base Fee	\$35.00
New Building square foot fee (add to base)	\$0.03
Reinspection or fail to call for inspection	\$35.00
Replacement, Modification & Misc.	
Light, switch, convenience outlet	\$0.50
Power receptacle over 150 v, first 30 amps	\$8.00
Over 30 amps	\$6.00
Lighting fixtures – incandescent/LED	\$0.40
Tubular lamp, such as fluorescent, per tube	\$0.25
Arc, search or flood light, HID Light pole base and poles	\$3.00
Temporary service and temporary wiring installation	\$50.00
Service switch, each or alteration	
First 200 amperes	\$50.00
Over 200 amperes, per 100 amps or fraction thereof	\$15.00
Feeder, sub feeder, raceway, per 100 amps or fraction thereof	\$15.00
Refrigeration unit	
Up to 5 HP	\$6.00
Per HP over 5	\$1.00
Residential gas burner, oil burner, electrical furnace	\$5.50
Air Conditioner	
Up to 5 ton	\$6.00
Over 5 ton	\$1.00
Combination heating and air conditioning unit	
Up to 5 ton	\$10.00
Over 5 ton	\$20.00
Range, oven, dryer, dishwasher, disposal, water heater	\$6.50
Each motor, per HP or fraction thereof (\$1.00 minimum)	\$0.50/HP
Dispenser – gas, fuel oil, vending machines, and well pump	\$7.00
Each generator, transformer, reactor, rectifier, capacitor,	\$0.50/kw
Welder, converter and electric furnace	
Electric unit heating device (including remote Thermostat)	\$4.00
Dimmer and rheostats	\$2.00
Swimming pool (electrical wiring & grounding)	\$50.00
Sign, fluorescent, LED, neon, or incandescent	\$15.00
Strip lighting, plug-in strip, trolley duct wire way, gutter	\$0.50/ft.
Audible or visual electric signal or communication device	\$1.00
Fans – bath, paddle, and misc. under 1 HP	\$1.00
Hydro Massage and hot tubs	\$50.00
Photo cell, clocks, smoke detectors	\$1.00
Fire alarm system, exit lights, emergency lights	\$50.00
Approved assemblies not included above and others	\$25.00
Sanitary ejector/grinder pump and control box	\$40.00
Other	\$25.00

HVAC PERMIT FEES - FEES DOUBLE IF WORK STARTED BEFORE PERMIT ISSUED

Minimum Permit Fee	\$35.00
New Building Base Fee	\$35.00
New Building Square Foot Fee	\$0.03
Reinspection or fail to call for inspection	\$35.00
Replacement, Modifications & Misc.	
Automatic washer	\$6.00
Sink, dishwasher	\$6.00
Garbage grinder	\$6.00
Water closet/urinal	\$6.00
Shower/lavatory	\$6.00
Laundry tray	\$6.00
Bath tub	\$6.00
Hot tub spa, whirlpool	\$10.00
High Pressure boiler	\$25.00
Drinking fountain	\$6.00
Floor drain/sight drain	\$6.00
Silcock	\$6.00
Water Heater	\$6.00
Wash fountain	\$6.00
Sump Pump	\$6.00
Ejectors or pump	\$6.00
Water Softener	\$6.00
Storm sewer conductor	\$6.00
Backflow prevention device	\$6.00
Plan review	\$15.00
Sprinkler heads, \$1.00 each, \$15.00 MINIMUM	\$15.00
Fire hose rack	\$6.00
Fire department connection	\$6.00
Hydrant	\$6.00
Fire suppression systems – restaurant stoves, fryers, broilers	\$15.00
Sanitary building drain	
First 75 feet	\$50.00
Over 75 feet	\$0.35/ft.
Manhole	\$10.00
Catch basin	\$6.00
Water Service	
First 100 feet lateral	\$60.00
Over 100 feet lateral	\$0.35/ft.
Sanitary building sewer	
First 100 feet lateral	\$50.00
Over 100 feet lateral	\$0.35/ft.
Storm building sewer	
First 100 feet lateral	\$50.00
Over 100 feet lateral	\$0.35/ft.
Extension of house drain, where fixtures already installed	\$50.00
Septic abandonment	\$50.00
Other	\$25.00

Emergency Services

Ambulance response

ALS1 Base Rate	
Non-Resident	\$1,150.00
Resident	\$1050.00
ALS2 Base Rate	
Non-Resident	\$1,350.00
Resident	\$1,250.00
ALS On-scene care	
Non-Resident	\$900.00
Resident	\$750.00
BLS Base Rate	
Non-Resident	\$950.00
Resident	\$850.00
BLS On-scene care	
Non-Resident	\$300.00
Resident	\$200.00
Mileage	
Non-Resident	\$20.00
Resident	\$15.00
No transport refusal	\$0.00
Oxygen	\$100.00
Paramedic intercept	Actual Cost
Spinal Immobilization	\$150.00
Supplies	Actual Cost

False Alarms (After two alarms per calendar year)

Actual Cost

Fire Department response

Accident Clean Up – per vehicle	\$250.00
Apparatus fee (hourly cost per apparatus responding)	\$300.00
Command Car Fee	\$50.00
Arson or neglect fire	Actual Cost
Educational Materials – CPR Cards	\$10.00
Motor Vehicle	\$400.00
Motor Vehicle – Fire	\$375.00
Motor Vehicle accident with Jaws of Life (extrication)	\$500.00
Dry Chemical – Extinguisher	\$75.00
Foam	
First gallon of foam	\$100.00
Additional gallons of foam (per gallon)	\$50.00
Hazardous materials response	Actual Cost
Oil-dry agent (per bag)	\$20.00
Technical Fire	Actual Cost
Technical Rescue	Actual Cost
Water (for use outside of Village of Johnson Creek corporate limits)	
Hydrant Charge	\$25.00
Volume Charge (per 1,000 gallons)	\$2.23

Inspection of fire protection/detection systems – new, modifications, existing

Commercial/Industrial – except Hotels/Motels	
Under 5,000 square feet	\$100.00
5,000-25,000 square feet	\$200.00
25,001-50,000 square feet	\$300.00
Each additional 25,000 square feet over 50,000	\$50.00
Failure to call for inspection	\$25.00
Fire Department alarm control panel	\$100.00
Fire Department connection	\$100.00

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Fire hose racks or alarm pull stations (each)	\$50.00
Hydrants (each)	\$100.00
Hydrant testing for private hydrants (per hydrants)	\$100.00
Hydrant bonnet painting/maintenance for private hydrants (per hydrant)	\$200.00
Kitchen system – class k	\$300.00
Motels/hotels (per unit)	\$10.00
PSI 200 test (Sprinkler test)	\$125.00
Pump – auxiliary	\$75.00
Reinspection fees	
Initial reinspection	\$150.00
Second reinspection	\$150.00
Third reinspection	\$200.00
Fourth reinspection	\$350.00
Reserve capacity tanks	
Up to 100,000 gallons	\$100.00
Over 100,000 gallons	\$160.00
Residential multi-family unit (per unit)	\$50.00
Sprinkler permit – new building base fee	\$125.00
Sprinkler permit – new building square foot fee (add to base)	\$0.03
Sprinkler Heads (each)	\$1.00
Sprinkler piping (replacements, modifications)	\$0.20/6 ft.
Standpipes (each)	\$100.00
Plan Review	
Fire detection plan review	\$100.00
Fire protection plan review	\$100.00
Life safety plan review	\$100.00
Police Department	
New Vehicle Registration	\$19.50
Renew Vehicle License	\$10.00
Photocopies (per page)	
In Person	\$0.25
By Mail or Fax	\$1.00
E-mail	\$1.00
Photographs (provided on electronic storage)	\$1.00 per Photograph - \$10.00 minimum
Audio and/or Video records (per electronic format)	\$20.00
Vehicle Towing Fee (Police Department)	\$100.00

Facility Rentals

General Park Fee – added to applicable rental fee if purchasing temporary or 6 month Class “B” license to sell beer Malted liquor in Village parks based on the sale and consumption of alcohol within a Village park excluding the Community Center.

Annual	\$150.00
Daily	\$25.00
Centennial Park	
Banner advertising	
Single Season	\$300.00
Two Season	\$500.00
Deposit – Refundable	
Deposit deduction – damage/repairs	Actual Cost
Deposit deduction – failure to observe park curfew	\$100.00
Deposit deduction – failure to remove garbage	\$100.00
Deposit deduction – failure to return keys/loss of keys	\$150.00
Deposit deduction – unapproved use of concession area	\$150.00
Field Fees	
Concessions – see price for Pavilion rental with concession area	
Daily rental, each field (Northeast and Southeast)	\$150.00
Game rental, each field (Northeast and Southeast)	\$35.00
Practice, each field (Northeast and Southeast)	\$10.00/hr.
Striping, lining field – weekday service only	\$30.00
Pavilion Fees	
Daily Rental, without concession	\$60.00
Daily Rental, with concession	\$100.00
Volleyball Court Fees	
Rental, hourly	\$10.00
Firemans Park	
Banner advertising	
Single season	\$300.00
Two seasons	\$500.00
Community Center Fees	
Beverage cooler electricity fee, monthly	\$40.00
Cabinet storage fee, monthly	\$15.00
Change in Rental Times - within 7 business days of rental	\$50.00
Cleaning Fee (optional – paid at time of rental reservation)	\$150.00
Deposit – Refundable	\$500.00
Deposit deduction – bathrooms	\$100.00
Deposit deduction – damage/repairs	Actual Cost
Deposit deduction – floor	\$100.00
Deposit deduction – kitchen	\$200.00
Deposit deduction – refuse removal	\$100.00
Deposit deduction – table and chairs	\$100.00
Deposit deduction – glass - not cleaned	\$150.00
Deposit deduction – failure to clean	\$500.00
Deposit deduction – exceed rental time (hourly)	\$150.00
Deposit deduction – failure to appear at designated opening time	\$50.00
Event Fee – All events held at the Community Center (excepting events held weekdays 8a.m. to 4p.m. and JC School)	\$50.00
Event Fee – Village Holidays	\$150.00
Microphone rental – cordless	\$25.00
Meetings – two hours or less (weekdays 8a.m. – 4p.m.)	\$25.00
Rental –two hours or less	\$75.00

Rental – four hours	\$150.00
Rental – eight hours	\$300.00
Rental – No charge (501(3) (c) non-profit, civil, charitable, or school organizations including JC Area Chamber of Commerce, JC School District and Senior Club)	
Field Fees	
Concession stand	\$100.00
Daily rental	\$200.00
Deposit – Refundable	\$150.00
Deposit deduction – bathrooms	\$100.00
Deposit deduction – damage/repairs	Actual Cost
Deposit deduction – kitchen	\$200.00
Deposit deduction – refuse removal	\$100.00
Deposit deduction – failure to observe park curfew	\$100.00
Deposit deduction – failure to return keys/loss of keys	\$150.00
Game rental, without lights	\$45.00
Game rental, with lights	\$65.00
Practice hourly	\$15.00
Striping, lining field – weekday service only	\$30.00
Tennis Court Fees	
Rental, hourly	\$20.00
Veterans Park	
Gazebo	
Deposit – Refundable	\$100.00
Deposit deduction – damage/repairs	Actual Cost
Deposit deduction – failure to observe park curfew	\$100.00
Rental	\$50.00
Rental – No Charge 501(3) (c), civil, charitable, JC School District or school organizations	
Village Hall meeting room for non-Village groups	
Deposit – Refundable	\$150.00
Deposit deduction – failure to clean	\$100.00
Deposit deduction – damage/repairs	Actual Cost
Event Fee – All events at Village Hall (\$25 opening and \$25 closing) (excepting events held weekdays 8a.m to 4p.m., JC School and all weekly users)	\$50.00
Rental – No Food or Drink	\$25.00
Rental – Food or Drink	\$50.00
Rental – No Charge 501(3) (c) non-profit, civil, charitable, JC School District or school organizations (Total of fees cannot exceed \$50.00 per Res. 146-15)	

Impact Fees

Parks	\$1,152.00
Public Safety	\$995.00
Public Works	\$271.00
Sewer	\$79.00
Water	\$408.00
Total Fee – per residential unit or dwelling unit equivalent	\$2,905.00

A temporary reduction of impact fees is effective through December 31, 2017. Only the parks portion of the fee will be charged per dwelling unit or dwelling unit equivalent for any properties that apply for a building permit prior to December 31, 2017. (Res. 143-16)

Library

Copies

Black and white	
Letter size, single side	\$0.15
Letter size, two-sided	\$0.25
Legal size, single side	\$0.25
Legal size, two sided	\$0.35
11x17, single side	\$0.50
11x17, two sided	\$0.75
Color, letter size only, single side	\$0.50
Printing from public access printer, per page	\$0.15
Staff surcharge if staff does the coping (per request)	\$1.50

Die Cuts

Per item cut, cut by customer	\$0.05
Per item cut, cut by staff	\$0.10

Faxing

Receiving, per page	\$1.00
Sending, per page	\$1.00

Library card replacement

\$1.00

Library materials bar code missing/damaged

\$3.0

Library materials late fines (charged daily each day library is open)

Certified mail notice prior to police referral	Actual Cost
DVDs, videotapes, DVD players (daily)	\$1.00
Items except videotapes, DVDs and reference (daily)	\$0.25
Reference materials (daily)	\$1.00

If items reach maximum late fine, item is considered lost. Maximum fine amounts are Activity Kits \$10, Books \$10, Board books \$5, Book Club Kits \$50, Graphic novels \$5, Magazines \$3, Audiovisual items \$10 and all Audiovisual equipment \$50.

Library materials lost

Certified mail notice prior to police referral	Actual Cost
Interlibrary	Determining by owning library
Johnson Creek library materials (except periodicals)	Replacement Cost + \$5.00
Johnson Creek periodicals	\$6.50

Library materials sold

Cassettes/records	\$0.25
Compact discs	\$1.00
DVDs	\$2.00
Hardbound	\$2.00 each or 3/\$5.00
Magazines	\$0.50 each or \$3.00 bundle
Paperback	\$1.00 each or 3/\$2.00
Videotapes	\$1.00

Library meeting room use

Deposit, refundable if cleaned and not damaged	\$20.00
Event Fee – All events at Village Hall (\$25 opening and \$25 closing)	\$50.00
(excepting events held weekdays 8a.m to 4p.m., JC School and all weekly users)	
Nonprofit groups	Deposit Only
Profit groups with Village residence	\$25.00
Profit groups with non-Village residence	\$50.00
Weekly use, reserved for one year	\$400 plus \$100 deposit
(Total of fees cannot exceed \$50 per Res. 146-15)	

Licensing - Alcohol

*NOTE: Licenses noted with * can be prorated for a partial year*

Agent change, successor (Corporation or LLC)	\$10.00
Beer, liquor or wine sales	
Class "A" Beer, annual	*\$100.00
Class "A" Liquor, annual	*\$300.00
Class "B" Beer, annual	*\$100.00
Class "B" Beer to bona fide club, annual	*\$100.00
Class "B" Beer – six month, one per year	\$50.00
Class "B" Liquor, annual	*\$300.00
Class "B" Liquor to bona fide club, annual	*\$150.00
Class "B" RESERVE liquor, in addition to license fee	\$10,000.00
Class "B" RESERVE Liquor, annual	\$300.00
Class "B" initial issuance for exempt facilities	\$500.00
Class "B" or Class "B" Temporary Retailer (Picnic license)	\$10.00
Class "C" wine, annual	*\$100.00
Operator Licensing	
Operator License, 1 year	\$25.00
Background Check , 1 year	\$10.00
Operator License – Provisional, limit 60 days, once/year	\$10.00
Operator License – Temporary, limit 14 days, once/year	\$10.00
Operator License, duplicate copy if lost/stolen	\$5.00
Publication fee	Actual Cost
Transfer license, from place to place within Village	\$10.00
Wholesale Beer, annual	\$25.00

Licensing - Other

Adult Establishments – per year	\$500.00
Amusement Device – annual, each pool table, jukebox, game	\$10.00
Bicycle/Scooter Registration, one-time fee	\$ 5.00
Bicycle/Scooter Registration, replacement tag	\$ 5.00
Cabaret License	
Cabaret application fee	\$25.00
Cabaret license, annual	\$300.00
Cabaret license, short-term	\$35.00
Cabaret license transfer	\$25.00
Cigarette License, annual	\$100.00
Dog License	
Additional dog fee, add to annual license fee for each dog over two per home or residential unit	\$25.00
License fee per spayed/neutered dog, annual	\$10.00
License fee per unaltered dog, annual	\$15.00
Penalty for licenses issued after March 31	\$25.00
Replacement tag	\$5.00
Jefferson County Dog Park License Fee (In addition to County fee)	\$1.00
Home Park	
License fee, annual – per 50 spaces or fraction thereof	\$100.00
License transfer	\$25.00
Alter or extend – per 50 spaces or fraction thereof	\$100.00
Transient Merchant/Peddler	
Investigation fee	\$10.00
License, daily	\$10.00
License, weekly	\$40.00
License, monthly	\$100.00
License, annual	\$400.00

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Permits

Building, Electrical, HVAC or Plumbing Permits – see Building Inspection	
Burning Permit – no fee, application required	\$0.00
Chickens – permit to keep chickens in Village limits	
Enclosed coop annual	\$10.00
Open coop, annual	\$20.00
Driveway/driveway approach permit	\$50.00
Dumpster permit – for placement in Village right of way only	
Deposit	\$150.00
Permit fee, weekly	\$35.00
Erosion control permit – no fee, application required	\$0.00
Fireworks permit, per event (see Fireworks ordinance for restrictions)	\$100.00
Grading Permit	\$200.00
Sale – Going Out of Business	\$50.00
Sidewalk construction and repair permit	\$50.00
Signal receiving antenna permit	\$50.00
Street opening permit	\$100.00
Double permit fee if work started prior to obtaining permit	
Street privilege permit	\$50.00

Planning & Zoning

Annexation petition application	\$150.00
Bed and Breakfast, annual inspection fee	\$50.00
Certified survey map (CSM) application	
10 acres or less	\$300.00
More than 10 acres	\$600.00
Conditional use application	
Conditional use application not related to signs	\$500.00
Conditional use application – signs less than 32 sq. feet	\$100.00
Conditional use application – signs over 32 but less than 50 sq. ft.	\$200.00
Extraterritorial subdivision application (per parcel created)	\$100.00
Final plat review application	
Residential	
0 to 20 lots	\$300.00
21 to 60 lots	\$400.00
61 lots or more	\$500.00
Commercial	
0 to 15 acres	\$500.00
16 to 40 acres	\$750.00
41 acres or more	\$1,000.00
Resubmittal	\$250.00
Improvement review application	\$500.00
Parking space development fee (in lieu of parking spaces, per space)	\$2,500.00
Preliminary plat review application	
Residential	
0 to 20 lots	\$500.00
21 to 60 lots	\$800.00
61 lots or more	\$1,000.00
Commercial	
0 to 15 acres	\$750.00
16 to 40 acres	\$1,000.00
41 acres or more	\$1,250.00
Resubmittal	\$250.00
PUD application review	\$500.00

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Reimbursable development costs	Actual Cost
Agreement for reimbursable services (Applicants are billed for reimbursable services in excess of the services provided below.)	
Village Attorney	
Basis (application, correspondence, meeting attendance)	\$300.00
Review (Plat, CSM, zoning, CUP, PIP, GDP, PUD, variance)	\$300.00
Village Engineer	
Site Plan Review (grading, lighting, signage, storm water)	\$700.00
Review (Plat, CSM, zoning, CUP PIP, GDP, PUD, variance)	\$300.00
Village Planner	
Site Plan Review (zoning, comprehensive plan, landscaping)	\$500.00
Review (Plat, CSM, zoning, CUP, PIP, GDP, PUD, variance)	\$300.00
Village Administration	
Basic (pre-application, meetings, legislation, correspondence)	\$300.00
Review (Plat, CSM, zoning, CUP, PIP, GDP, PUD, variance)	\$300.00
Rezoning/permanent zoning, zoning regulations application	\$500.00
Site plan application	\$300.00
Site plan conceptual	No fee
Special exception review	\$500.00
Temporary Use Permit application	\$50.00
Urban service area application	\$500.00
Variance application	\$500.00
Wind energy systems, annual inspection fee	\$50.00
Zoning and use compliance application (regular or temporary)	\$50.00
Zoning Interpretation	\$100.00
Zoning Interpretation appeal	\$200.00

Public Works

Excavation Opening 210-5D Registration Fee	\$25.00
Excavation Permit Fee 210-5G (2)	
Minimum fee for each excavation permit shall be:	\$30.00
Plus an additional \$10 per 100 square feet for excavation and thirty cents \$.30 per lineal foot for boring.	
Mowing/Weed Control, hourly fee, one hour minimum per parcel	\$150.00
Public Improvements deposit	
New Construction	
Commercial/Industrial/Institutional/Multi-Family (3 units or more)	\$5,000.00
Single Family or Duplex	\$1,500.00
Remodel	
Commercial/Industrial/Institutional/Multi-Family (3 units or more)	\$5,000.00
Single Family or Duplex (if remodel exceeds \$10,000)	\$750.00
Sidewalk construction and repair permit – see Permits	
Snow/ice removal, hourly fee, one hour minimum per parcel	\$150.00
Street opening or street privilege permit – see Permits	
Tree Planting	
Initial Planting	\$250.00
Replanting Fee	\$200.00

Signs

Insurance limits for signs over public right-of-way	\$100,000.00
Sign Permits	
Permanent Sign	\$2.50/sf
Temporary Sign (per Village code 250-110)	\$1.25/sf
Sign return (if confiscated for illegally placing signs)	
Up to two feet x two feet on wire frame	\$10.00
Over two feet x two feet on 4x4 frame	\$50.00
Four feet x eight feet or greater	\$100.00

