

**TOWN OF SEVASTOPOL  
Door County, Wisconsin**

**ORDINANCE NO. 01-2019  
BUILDING PERMITS, INSPECTION FEES, AND BUILDING CODE**

The Town Board of the Town of Sevastopol, Door County, Wisconsin, does ordain as follows:

**Section 1-Authority**

These regulations are adopted under the statutory authority granted pursuant to Section 101.65, 101.76, and 101.761 of the Wisconsin Statutes.

**Section 2-Purpose**

The purpose of this Code is to promote the health, safety, and general welfare of our community, to protect property values, and provide for orderly, appropriate development and growth of the community.

**Section 3- Fees for Building Permits and Inspections**

**A. PAYMENT OF FEES**

At the time the application for a building permit is filed, the applicant shall pay the fees as established periodically by the Town of Sevastopol and any other fees which may be specifically designated by State Statute or Town ordinance. If work commences prior to permit issuance, the permit fee shall double.

**Section 4 – Building and Municipal Code**

**A. DEFINITIONS**

As used in this Chapter, the following terms have the meaning prescribed herein: (any item not defined herein shall follow the Wisconsin Administrative Code definitions)

- 1) Alteration Addition. Means any new constructions whereby an existing building or structure, or building or structure in course of construction, is increased in area or cubical content.
- 2) Alteration. An enhancement, upgrading or substantial change or modification other than an addition or repair to a dwelling or to electrical, plumbing, heating, ventilating, air conditioning and other systems within a dwelling.
- 3) Building. Any structure erected or constructed of wood, metal, stone, plastic, or other materials, which is intended to be used by human being or animals for occupancy, livery, commerce, education, cultural activities or other purpose. The term does not include children's play structures, agricultural barns, agricultural sheds or agricultural accessory buildings.

- 4) Building Area. Means the area of a floor that is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasement, basements, ground floors, and mezzanines, balconies, lofts, all stories and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.
- 5) Building Inspector. The individual(s) or firm appointed by the Municipality to exercise all of the powers and duties of a building inspector under Wisconsin law.
- 6) Construction. Any part or portion of the activity of installing, locating, siting, erecting, or raising a building.
- 7) Contractor. Any person, firm or entity which undertakes any activity related to the construction of a building other than the mere provision of supplies, materials.
- 8) Demolition. The activity of completely or partially destroying a previously erected or constructed building.
- 9) Electrical. The trade which relates to the design, installation, maintenance, and repair of the mechanical equipment, wiring, fixtures, and connections which tie a structure to the power grid of an electric generating utility and distribute the electricity through a structure to end uses, including any work which may be performed by a master electrician licensed by the State of Wisconsin or person under the supervision of such an electrician.
- 10) Garage. Private. A private garage is one where private vehicles are kept for storage purposes only and wherein such use is accessory to the residential use of the property on which it is stored. A carport is considered a private residential garage.
- 11) Garage. Public. Any building or premises, other than a private or a storage garage, where motor driven vehicles are equipped, repaired, serviced, hired, sold, or stored for monetary gain as a business.
- 12) HVAC. An acronym which stands for Heating, Ventilating, and Air Conditioning; the trade which installs mechanical equipment, systems, and accessory ducting and gratings for the purpose of warming, purifying, cooling and exchanging air in a building.
- 13) Occupancy. The act of utilizing a building for human habitation, use, or occupancy. Any use of a building for any activity which is customarily or routinely associated with utilization of a building as a residence, detached residential accessory structure, or commercial use shall constitute occupancy.
- 14) Owner. The individual, firm or entity which has record title to the real estate on which construction or demolition is taking place.

15) Plumbing. The trade which relates to the design, installation, and maintenance or repair of pipes, drains, sinks, basins, hot water heating systems, natural gas pipes, grease traps, floor drains, and all other work for which the individual performing the work may either be a master plumber licensed by the State of Wisconsin or work under the supervision of such a plumber.

16) Repairs. Repairs for purposes of maintenance or replacements in any existing building or structure which do not involve the structural portions of the building or structure or which do not affect room arrangement, light and ventilation, access to or efficiency of any exit stairways or exits, fire protection or exterior aesthetic appearance and which do not increase a given occupancy and use, shall be deemed minor repairs.

17) Stop work order. A directive issued with respect to a construction project by a building inspector which compels the owner and any contractor or builder of a building to cease any further work or activity on the construction project until the building inspector has authorized the resumption of the construction project.

18) Structure. Means anything other than a building which is constructed, erected, and framed of component parts and which is fastened, anchored, or rests on a permanent foundation or on the ground for any occupancy or use whatsoever. It includes fair, carnival, and festival open structures; fire escape, stairway, or chute escapes and railings; fences and railings; open air observation, water tank and other towers; traveling cranes, hoists.

19) Workmanlike Manner. Means work of such character so as to meet manufacturer's specifications, accepted national standards or recognized trade practices, and to provide a durable result as intended to insure public safety, health and welfare insofar as they are affected by building construction, use and occupancy.

## **B. SCOPE**

This Code applies to all 1 & 2 family dwellings, structures, buildings, residential accessory buildings and commercial buildings. Notwithstanding this section, this ordinance shall not apply to children's play structures or agriculture building (except as noted in par. 3)c) below).

## **C. PERMIT REQUIRED**

1) No owner or contractor may commence construction of any building or mechanical system prior to obtaining a valid permit from the municipal building inspector.

2) The construction which shall require a building permit includes, but is not limited to:

- a) New building, detached structures (decks) and detached accessory buildings.
- b) Additions that increase the physical dimensions of a building including decks.
- c) Alterations to the building structure or alterations to the building's heating, electrical or plumbing systems.
- d) Alteration of plumbing, venting, electrical, or gas supply systems shall require a permit except as noted in 3b.) below

- e) Any electrical wiring for new construction or remodeling.
- f) Any HVAC for new construction or remodeling.
- g) Any plumbing for new construction or remodeling.
- h) Any new or re-wired electrical service including services for agricultural buildings.
- i) Demolition of one and two family dwellings, accessory structures, commercial buildings or agriculture buildings requires a demolition permit.

3) The following construction activities shall not require a building permit:

- a) Re-siding, re-roofing, and finishing of interior surfaces, installation of cabinetry, and repairs which are deemed minor by the Building Inspector. Notwithstanding this section, however, a permit accompanied by structural load-bearing calculations shall be required for re-roofing a building if the proposed re-roofing would constitute a third or more layer of roofing.
- b) Normal repairs of HVAC, plumbing and electrical equipment or systems such as replacing switches, and receptacles, light fixtures, and dimmers.
- c) Agricultural buildings (except as noted in par. 2.h. and 2.i., above)

**D. ADOPTION OF STATE CODES**

1) The following Chapters of the Wisconsin Administrative Codes, as well as all subsequent revisions, are adopted by the Municipality and shall be enforced by the Building Inspector.

Ch. SPS 305	Credentials
Chs. SPS 316	Electrical Code
Chs. SPS 320-325	Uniform Dwelling Code
Chs. SPS 361-366	Commercial Building Code
Chs. SPS 375-379	Buildings Constructed Prior to 1914
Chs. SPS 381-387	Uniform Plumbing Code

**E. SCOPE OF UNIFORM DWELLING CODE EXPANDED**

For the purposes of this Ordinance, the standards contained in the Wisconsin Uniform Dwelling Code shall be expanded to apply as the standards for construction of the following:

- 1) Additions and alterations for one and two family dwellings built prior to June 1, 1980.
- 2) Detached accessory buildings greater than 200 sq. ft. serving one or two family dwellings.
  - a) Frost Protection for Footings and Foundation
  - b) Grade-beam slabs are required for structures with a continuous floating slab of reinforced concrete. Slab shall not be less than four (4) inches in thickness. Reinforcement shall be a minimum of six by six (6x6) inch, number ten wire mesh or by using 1.5 pounds of fiber mesh per cubic yard of concrete with varying fiber mesh lengths. The slab shall be provided with a thickened edge all round, eight (8) inches wide and eight (8) inches below the top of the slab.

c) Structures not constructed with a floating slab shall have footings and foundations placed below frost penetration level, but in no case less than forty-eight (48) inches below grade per SPS 321.

## **F. DELEGATED MUNICIPALITY STATUS**

1) Delegated Municipality. The Town of Sevastopol has adopted the Delegated Municipality Status as described in SPS 361.60 of the Wisconsin Administrative Code.

2) Responsibilities. The Town shall assume the following responsibilities for the Department of Safety and Professional Services (Department):

- a) Provide inspection of commercial buildings with certified commercial building inspectors.
- b) Provide a plan examination of commercial buildings with certified commercial building inspectors.

3) Plan Examination. Drawings, specifications and calculations for all the types of buildings and structures, except state-owned buildings and structures solely for Ag use, to be constructed within the limits of the municipality shall be submitted, if the plans are for any of the following:

- a) A new building or structure. (containing less than 50,000 cubic feet of total volume)
- b) An addition to a building or structure. (where the area of the addition results in the entire building or structure containing less than 50,000 cubic feet of total volume)
- c) An alteration of a building space, element, or structure. (An addition containing no more than 2,500 square feet of total floor area and no more than one floor level, provided the largest roof span does not exceed 18 feet and the exterior wall height does not exceed 12 feet.)
- d) A certified or delegated municipality may waive its jurisdiction for the plan review of a specific project or types of projects, or components thereof, in which case plans and specifications shall be submitted to the Department for review and approval.
- e) The Department may waive its jurisdiction for the plan review of a specific project, where agreed to by a certified municipality, in which case plans and specifications shall be submitted to the certified municipality.

4) Plan Submission Procedures. All commercial building, new construction, additions, and structural alterations require plan submission as follows:

1) Building permit application

2) Application for review-State of Wisconsin SBD-118 or Municipal Equivalent.

- a) Fees per municipal fee schedule
- b) Fees apply to all commercial projects

3) 4 sets of plans

- a) Signed and sealed per SPS 361.31
- b) (1) set of specifications
- c) Component and system plans

d) Calculations showing code compliance

## **G. AUTHORITY AND ENFORCEMENT**

1) Creation and Appointment. There is hereby created the office of Building Inspector. The Building Inspector shall be appointed by the Municipality. The Building Inspector shall be certified for inspection purposes by the Department in the required categories specified under SPS 305, Wisconsin Adm. Code.

2) Assistants. The Building Inspector may employ, assign, or appoint, as necessary, assistant inspectors. Any assistant hired to inspect buildings shall be certified as defined in SPS 305, Wisconsin Admin. Code, by the Department.

3) Duties. The Building Inspector shall administer and enforce all provisions of this ordinance.

4) Powers. The Building Inspector or an authorized certified agent of the Building Inspector may, at all reasonable hours, enter upon any public or private premises for inspection purposes. The Building Inspector may require the production of the permit for any building, plumbing, electrical, or heating work. No person shall interfere with or refuse to permit access to any such premises to the inspector or his/her duties. In the event that the inspector is refused access to any such premises, then the Inspector is authorized to apply for a special inspection warrant pursuant to Section 66.0119, Stats.

5) Inspections. In order to permit inspection of a building project at all necessary phases without causing delay for the owner, the owner and/or contractor shall request all of the following inspections in conformity with the appropriate time frame defined in the Wisconsin Administrative Code or at least 48 hours in advance by the applicant/contractor or property owner as applicable.

- a) Footing
- b) Foundation Reinforcement
- c) Backfill Foundation
- d) Rough Carpentry, HVAC, Electric and Plumbing
- e) Drain Tile/Basement Floor
- f) Underfloor Plumbing
- g) Electric Service
- h) Insulation
- i) Final Carpentry, HVAC, Electric and Plumbing
- j) Erosion Control
- k) Final Occupancy

6) Failure to request any inspection will be the responsibility of the contractor and/or property owner. No construction shall be deemed approved by default or lack of inspection by the Building Inspector.

7) Any work that fails inspections shall be tagged and the Building Inspector shall immediately notify the contractor involved by phone or email of the failure and corrections necessary to pass inspection.

8) The permit holder or the permit holder's representative shall notify the inspector when stages of construction are reached that require inspection. All ladders, scaffolds, and test equipment required to complete an inspection or test shall be provided by the property owner, permit holder, or their representative. If upon any inspection it is found that a required inspection cannot be made because work to be inspected has been covered or concealed, the permit holder or agent shall uncover the work, as directed by the inspector, and no approval of covered or concealed work shall be given until the required inspection can be made and the work complies with the applicable regulations.

9) The expense of uncovering or exposing any work which must be inspected, where such work was required by the failure of the owner, contractor, or their authorized representative to request any inspection, will be the responsibility of the contractor and/or property owner.

10) Records. The Building Inspector shall perform all administrative tasks required by the Department under all codes covered in 1-1-06. In addition, the Inspector shall keep a record of all application for permits and shall number each permit in the order of its issuance.

## **H. SUBMISSION OF PLANS**

The owner or contractor shall, with respect to any proposed construction or demolition, submit two sets of building plans to the Inspector for any work which expands the size of the building, any new building or as required by the Inspector. If a new building or building addition is proposed, a plat of survey stamped by the surveyor licensed by the State of Wisconsin, drawn to scale showing such proposed work and existing building and property lines shall be submitted. A third set of plans may be requested at the discretion of the Building Inspector for the Assessor. The Building Inspector may require the owner or the contractor to submit plans for any construction or demolition project when the Building Inspector determines that it is necessary to review such plans to assure that the proposed project will comply with all applicable codes.

## **I. ISSUANCE OF PERMIT**

1) The Inspector shall issue the requested permit if the owner or contractor demonstrates that all state, county and local submission requirements are satisfied. If a permit card is issued, it shall be posted at the job site in a visible location from the street. Permits are valid for two years. Permit may be extended for 30, 90, or up to 180 days with the Building Inspector's approval and payment of permit fees.

2) By accepting a permit, the applicant, owner or contractor grants the Building Inspector the right of access to the real estate on which the permitted construction or demolition will occur.

- 3) Permits are issued conditionally on the condition that the owner and/or contractor(s) shall conform to the requirements of all applicable codes, zoning ordinances and setback requirements in constructing the building.
- 4) No building, plumbing, electrical or HVAC permits shall be issued to any person who is in violation of this ordinance until such violation has been corrected.
- 5) No building, plumbing, electrical or HVAC permit shall be issued to any person to whom a stop work order has been issued by the Building Inspector.
- 6) It shall be the responsibility of the installer or contractor to determine if a permit is required and to obtain the same prior to commencing work.

#### **J. OCCUPANCY BOND/COMPLETION DEPOSIT REQUIRED**

A deposit of \$400.00 is required for all projects whose total cost, including labor, materials, and supplies will equal or exceed \$50,000.00. The deposit shall be refunded after the project is completed and the Building Inspector has found that the building complies with all applicable codes. The deposit shall be forfeited if occupancy occurs before final inspection and the issuance of an occupancy permit, or extends after a temporary occupancy permit expires. It shall also be forfeited if the exterior is not finished within 2 years of the date the permit is issued.

#### **K. OCCUPANCY PERMIT**

The Building Inspector, after completing all required inspections, finds that a building has been constructed in accordance with the applicable codes, shall issue an occupancy permit. If the building fails to comply with the code in minor respects which do not threaten the safety, health, or welfare of the building's occupants, the Building Inspector may issue a temporary occupancy permit for 30 days or a specified term. No person may have occupancy of a building until an occupancy permit is issued.

#### **L. UNSAFE BUILDINGS AND SAFETY DURING CONSTRUCTION**

- 1) Whenever the Building Inspector determines that any building or structure is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation, occupancy or use, and so that it would be unreasonable to repair the same, the inspector shall recommend to the Municipal Board an order be sent to the owner to raze and remove all or part thereof, or if such structure can be made safe and sanitary by repairs, is at the owner's option. Such orders and proceedings shall be as provided in Section 66.0413, Wis. Stats.
- 2) Whenever the construction of any building, structure, equipment, or additions thereto, or alterations, or repairs, thereto, or removal, or demolition thereof is being done contrary to the regulations of this code, the conditions of the certificate of appropriateness issued is being done

pursuant thereto, the conditions use or zoning approval pursuant thereto, or is being done in an unsafe or dangerous manner, or not in accordance with the approved plans, specifications, and data, or with the terms of the permit granted therefor, the inspector shall post a placard on the premises to notify the owner, contractor and all other available and applicable parties of the issues and proceed to recommend to the Municipal Board that an order be sent for such work to be stopped at once and thereafter confirm such order by a written order served on the owner of the premises and on the person engaged in doing or causing such work to be done, and any such persons shall immediately stop all such work until satisfactory evidence is presented to the inspector and municipality that issued pursuant thereto, all applicable zoning approvals, Wisconsin Administrative Code, all other lawful orders of the Wisconsin Department of safety and professional services and other laws and ordinances applicable thereto will be complied with, at which time work can again be resumed providing authority is procured from the inspector to recommence with the work.

3) When in the judgment of the inspector a building or structure or part thereof is extremely unsafe and in danger of structural failure or collapse, or the property is unsafe to the public or users of the property the inspector may order the owner or agent to immediately provide temporary safeguards, for the protection of the general public and upon installation of such safeguards, may permit the occupancy or use of the building structure or property to continue or resume on a limited basis as directed by the Inspector.

4) Fences. Every construction operation, including excavations, when located 10 feet or less from the street line shall be enclosed with close board or other approved fences not less than 4 feet high, and when located more than 10 feet from the street line, a fence shall be erected when required by the Building Inspector.

## **M. RAZING AND DEMOLITION OF STRUCTURES**

1) Definitions:

a) Building. Any structure erected or constructed of wood, metal, stone, plastic, or other materials.

b) Building Inspector. The individual(s) or firm appointed by the municipality to exercise all of the powers and duties of a building inspector under Wisconsin law.

c) Contractor. Any person, firm or entity which undertakes any activity related to construction and/or demolition of a building other than the mere provision of supplies and materials.

d) Demolition. The activity of completely or partially destroying a previously erected or constructed building.

e) Owner. The individual, firm or entity which has record title to the real estate on which construction or demolition is taking place.

f) Stop Work Order. The directive issued with respect to a construction or demolition project by the Building Inspector which compels the owner and any contractor of a building to cease any further work or activity until authorized to resume the project.

2) Demolition Permit Require. No person, firm or entity may cause the demolition of any structure or part of a structure greater than 400 square feet in area without having first applied for

and obtained a demolition permit from the Building Inspector. No person, firm or entity may undertake any steps to demolish the structure prior to receiving a permit.

3) Application. An application for a permit to demolish all or part of a building shall include the following information:

- a) The name and address of the owner of the building on date of application and, if different, on date of demolition;
- b) The name, address and telephone number of the contractor(s) performing the demolition work;
- c) The date upon which demolition is to commence;
- d) The date by which demolition shall be complete;
- e) A list of all hazardous waste and hazardous and toxic substances (as defined by Sec. NR 706, Wisconsin Administrative Code as amended from time to time) contained in the building, a statement as to whether the building contains asbestos (as defined by Sec NR 445, Wisconsin Administrative Code), and a detailed description of the method to be used in removing, transporting and disposing of any hazardous waste, hazardous and toxic substances, and asbestos;
- f) A detailed description of how and where the waste materials resulting from the demolition will be transported and disposed of (including the description of the route to be used by trucks in hauling the waste);
- g) A description of the method of demolition to be used; and
- h) A description in detail of all methods to be used to prevent water runoff and soil erosion from the site to neighboring properties and to prevent releasing unreasonable amounts of dust from the site;
- i) Along with the application for permit for demolition, the applicant shall present a release from all utilities serving the property, state that their respective service connections and appurtenant equipment such as meters and regulators have been removed or sealed and plugged in a safe manner.

4) Demolition. The demolition shall be conducted in a manner that is safe and that does not adversely affect the environment.

5) Clearing and Leveling the Site

- a) The site of any demolition shall be properly cleared of debris, rubbish, and pavement and shall be properly graded and leveled to conform with the adjoining grade of the neighboring property; and when so graded and leveled, the site shall be seeded, sodded or treated in some other manner acceptable to the Building Inspector so as to prevent blowing dust, dirt, or sand. Excavations remaining after demolition shall be filled, graded and leveled off, not later than 30 consecutive days after demolition is completed.
- b) Excavations from demolished buildings or structures shall not be filled with any materials subject to deterioration. The Building Inspector, upon notification by the permit holder, the owner or his agent, in writing and upon forms provided by the Building Inspector for that purpose, shall within 24 hours inspect each excavation, or part thereof, before filling any excavation.

c) It shall be unlawful to fill any such excavation without inspection and approval of the Building Inspector. Voids in filled excavation shall not be permitted. Basement or crawl space floors shall be broken into no larger than 4 ft. x 4 ft. pieces to allow storm and ground water to pass through.

6) Removal and Disposal. Removal, transportation and disposal of all hazardous waste, hazardous and toxic substances, and asbestos shall be conducted in compliance with all applicable Federal and State Statutes and local Municipal ordinances and regulations. The permit holder shall give the Building Inspector 72 hour written notice prior to any removal, transportation or disposal of hazardous waste, hazardous and toxic substances, and asbestos.

7) Stop Work Order. The Building Inspector may issue a stop work order for a demolition project to prevent further non-complying work. The person, firm or entity that receives such a stop work order may contest the validity of the same by requesting a hearing before the municipality. The municipality shall hear the appeal within seven days. The municipality shall affirm the stop work order unless the owner or contractor shows that the Building Inspector erred in issuing the stop work order.

8) Fees. At the time the application for a demolition permit is filed, the applicant shall pay the fee established by the Municipality and any other fees specifically designated by State Statutes or other Town ordinance as amended from time to time.

9) Disclaimer and Non-Liability for Damages. This ordinance shall not be construed as an assumption of liability by the municipality or the Building Inspector for damages because of injuries sustained or property destroyed by the demolition project.

## **N. MOVING BUILDINGS**

1) General. No person shall move any building or structure upon any of the public right-of-ways of the Municipality without first obtaining a permit therefore from the Building Inspector and upon payment of the required fee. Every such permit issued by the Building Inspector for the moving of a building shall designate the route taken, the conditions to be complied with and shall limit the time during which said moving operations shall be continued. This section does not apply to manufactured homes per the Federal Fair Housing Act.

2) Moving Damaged Buildings. No building shall be repaired, altered or moved within or into the Municipality that has deteriorated or has been damaged by any cause (including such moving and separation from its foundation and service connections in case of moved buildings) which would lower the value of that building by fifty (50) percent or more of its equalized value. No permit shall be granted to repair, alter, or move such building within or into the Municipality. Furthermore, if the equalized assessed value of the building is not within 20% of the surround buildings within 1,000 feet of the parcel where the building is proposed to be moved to, no permit shall be granted unless the building is improved so that its equalized value is within 20% of the lowest equalized value of any of the surrounding buildings.

3) Continuous Movement. The movement of buildings shall be a continuous operation during all the hours of the day, and day by day and at night until such movement is fully completed. All of such operations shall be performed with the least possible obstruction to thoroughfares. No building shall be allowed to remain overnight upon any street crossing or intersection, or so near thereto as to prevent easy access to a fire hydrant or any other public facility. Lighted lanterns shall be kept in conspicuous places at each end of the building during the night.

4) Street Repair/Inspection. Every person receiving a permit to move a building shall, prior to moving the building, accompany the Building Inspector and Town appointed official on an inspection of the route the building will travel within the Town. The applicant shall, within one day after said building reaches its destination, report the fact to the Building Inspector who shall thereupon, in the company of the Town appointed official, inspect the streets and highways over which said building has been moved and ascertain the condition. If the removal of said building has caused any damage to any street or highway, the person to whom the permit was issued shall forthwith place them in good repair as they were before the permit was granted. On the failure of the said permittee to do so within ten (10) days thereafter to the satisfaction of the governing body, said body shall repair the damage done to such streets and hold the person obtaining such permit and the sureties on his bond responsible for payment of same.

5) Conformance with Code. No permit shall be issued to move a building within or into the Municipality and to establish it upon a location within the said Municipality until the Building Inspector has made an investigation of such building at the location from which is to be moved and is satisfied from such investigation that said building is in a sound and stable condition and of such construction that it will meet the requirements of this Building Code in all respects. A complete plan of all further repairs, improvements and remodeling, with reference to such building, shall be submitted to the Building Inspector, and he shall make a finding of fact to the effect that all such repairs, improvements and remodeling are in conformity with requirements of this Building Code, and he shall make a finding of fact to the effect that all such repairs and improvements and remodeling, are in conformity with the requirements of this Building Code and that when same are completed, the building, as such, will so comply with said Building Code. In the event a building is to be moved from the Municipality to some point outside of the boundaries thereof, the provisions, with respect to the furnishing of plans and specifications for proposed alterations to such building, may be disregarded.

#### 6) Cash Deposit

a) Before a permit is issued to move any building over any public way in this Municipality, the party applying for said permit shall make a cash deposit to the Municipality in the sum, to be fixed by the Municipality, which sum shall not be less than Five Thousand Dollars (\$5,000). Said cash deposit shall be held for indemnification of the Municipality for any costs or expenses incurred by it in connection with any claims for damages to any persons or property, and the payment of any judgment, together with costs or expenses incurred by the Municipality in connection therewith, arising out of removal of the building for which the permit is issued. The cash deposit shall be refunded after the building is moved and the Building Inspector and Municipality have found that the permit was complied with and no damages were caused by the move.

b) The cash deposit refund process required by (a) shall be further conditioned upon the permittee erecting adequate barriers and within forty-eight (48) hours, filling such excavation or adopting and employing such other means, devices or methods approved by the Building Inspector and reasonably adopted or calculated to prevent the occurrences set forth herein. The Building Inspector may waive the timeline in this paragraph if the Building Inspector, after investigation, determines that the excavation exposed by the removal of such building from its foundation is not as close to a public thoroughfare as to constitute a hazard to persons, particularly, children under 12 years of age.

7) Insurance. The Building Inspector shall require, in addition to said bond above indicated, public liability insurance covering injury to one person in the sum of not less than Five Hundred Thousand Dollars (\$500,000) and for one accident, aggregate not less than One Million Dollars (\$1,000,000), together with property damage insurance in a sum not less than Five Hundred Thousand Dollars (\$500,000), or such coverage as deemed necessary.

8) Municipality

a) Before any permit to relocate a building may be issued, the Municipality shall examine the application for the permit and approve the application by a majority vote.

b) The application shall include exterior elevations of the building at its proposed new location; accurate photographs of all sides and views of the same; in case it is proposed to alter the exterior of said building, plans and specifications of such proposed alterations, and site plan showing the location of the building on the final resting site.

c) The Municipality shall not grant a permit unless the Board or its designee has taken a view of the building proposed to be moved and of the site at which it is to be located.

d) The Municipality may not issue a permit for relocation of the building unless it finds that the exterior appearances and design of the building to be moved or moved and altered, will be consistent with the exterior appearance and design of the buildings already constructed or in the course of construction in the immediate neighborhood, or with the character of the applicable district established by the zoning ordinances of the Municipality. No permit shall be granted if the relocation will cause a substantial depreciation of the property values of the neighborhood to which the building is proposed to be relocated.

e) In case the applicant proposed to alter the exterior of said building after moving the same, he shall submit, with his application papers, complete plans and specifications for the proposed alteration. Before a permit shall be issued for a building to be moved and altered, the applicant shall deposit a cash deposit of not less than \$5,000 with the Municipality to secure the timely completion of all proposed exterior alterations to said building, as set forth in the plans and specifications. This cash deposit shall be in addition to any other bond or surety which may be required by other applicable ordinances of the Municipality. The cash deposit shall be refunded after the exterior alterations are completed and the Building Inspector has found the building exterior complies with the approved plans and within the time frame set by the Municipality.

The deposit shall be forfeited if the exterior of the building does not comply with the approval plans or if the time frame for completing the work is not adhered to.

f) No occupancy shall be issued for said building until the exterior alterations proposed to be made have been completed.

g) Whenever an application for relocation of a building is made to the Building Inspector, he shall request a meeting of the Municipality to consider the application. The Building Inspector shall inform the Municipality whether or not the application complies, in all respects, with all other ordinances of the Municipality. The Municipality may, if it desires, hold a public hearing on the permit.

#### **O. EXTERIOR FINISH REQUIRED**

All buildings shall have a weather-resistant, uniform and neighborhood-compatible exterior finish. Tar paper or similar material is not acceptable.

#### **P. MAINTENANCE OF YARDS**

Yards shall be kept free of weeds, trash, and open storage of more than one non- licensed or disabled vehicle. Contractors and owners shall use their best efforts to prevent soil erosion, diversion of surface water or damage to adjoining property.

#### **Q. FEES AND PERMIT ISSUANCE**

1) At the time of building permit application issuance, the applicant shall pay fees as established periodically by the Municipality. If work commences prior to permit issuance, the permit fee shall double.

a) Pay fees as established periodically by the Municipality

b) Provide to the inspector a list of all contractors performing work on the premises

c) If under local ordinance or State of Wisconsin Statutes requirements are set forth requiring licensed trade (building, HVAC, Plumbing, or Electrical) contractors, applicant must provide evidence of contractor licensure that will perform the work.

d) If under local ordinance or State of Wisconsin Statutes there are requirements set forth requiring a professionally licensed Engineer or Architect supervising the project, provide evidence of whom is supervising design professional over the work by providing:

i) Stamped plans in accordance with SPS 361.31

ii) Letter of supervision, signed SBD—118 form or other acceptable documentation as set forth by the municipality

2) If work commences prior to permit issuance without properly licensed and/or credentialed individuals as described in local ordinance or State of Wisconsin Statute, the fees specified by the Municipality may be quadrupled.

## **R. VIOLATIONS AND PENALTIES**

- 1) Prohibition. No person, entity, or firm may construct, remodel, demolish or repair any building in a manner which violates any provision or provisions of this ordinance.
- 2) Forfeiture. Every person, firm or entity which violates this code shall, upon conviction, forfeit not less than \$25.00 nor more than \$1,000 for each day of non-compliance, together with the costs of prosecution.
- 3) Correction. Violations discovered by the Building Inspector shall be corrected within 30 days, or more if allowed by the Inspector, after written notice is given. Violations involving life safety issues shall be corrected in a reasonable time frame established by the Building Inspector.
- 4) Compliance. Compliance with the requirements of this ordinance is necessary to promote the safety, health, and well-being of the community and the owners, occupants and frequenters of the buildings. Therefore, violations of this ordinance shall constitute a public nuisance that may be enjoined in civil action.

## **S. STOP WORK ORDER**

The Building Inspector may issue a stop work order for a project to prevent further non-complying work. No person, firm or entity may continue a construction project after a stop work order has been issued. The person, firm or entity that receives such a stop work order may contest the validity of the same by requesting a hearing before the Municipality. The Municipality shall hear the appeal within seven days. The Municipality shall affirm the stop work order unless the owner or contractor shows that the Building Inspector erred in determining that the construction project violated a provision or provisions of the State Building Code or this Ordinance.

## **T. VARIANCE**

The Municipal Town Board shall hear requests for variances from the building code to the extent it has authority to hear and grant variances. The Municipality shall approve, conditionally approve, or deny a requested variance. The Municipality may grant a variance from a Code requirement only if the variance is permitted by state law and if the performance of the proposed variance is equal to or greater than the Code requirements.

## **U. APPEALS**

Any person feeling aggrieved by an order of the Building Inspector may, within 20 days thereafter, appeal such order to the Town Board. The Municipality will follow procedures explained on Wisconsin Statutes Chapter 68, to arrive at a final determination. Final determinations may be reviewed as explained in Wisconsin Administrative Rules SPS 320.21.

**V. DISCLAIMER AND NON-LIABILITY FOR DAMAGES**

This ordinance shall not be construed as an assumption of liability by the Municipality or the Building Inspector for damages because of injuries sustained or property destroyed by any defect in any dwelling or equipment.

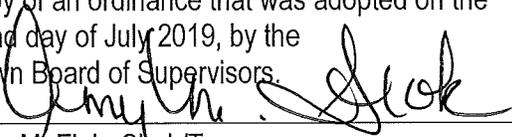
**W. SEVERABILITY**

If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

Roll Call {PRIVATE }Board Members	Aye	Nay	Exc.
John Staveness	✓		
Jim Nellen	✓		
Mark Haen	✓		
Dan Woelfel	✓		
Linda Wait			✓

Certification

I, Amy M. Flok, Clerk/Treasurer of Sevastopol, hereby certify that the above is a true and correct copy of an ordinance that was adopted on the 22nd day of July 2019, by the Town Board of Supervisors.

s/   
Amy M. Flok, Clerk/Treasurer  
Town of Sevastopol

**DOOR COUNTY INSPECTIONS LLC**  
9098 LIME KILN ROAD  
STURGEON BAY WI 54235

**CONTRACT FOR PROFESSIONAL SERVICES**

*(REVISION #1, 4/17/2019 – SEE REVISED TERM PERIOD OF AGREEMENT)*

**1. RECITALS**

**WHEREAS**, the Town of Sevastopol, Door County, Wisconsin (Municipality) requires high quality professional residential and commercial building, electrical, plumbing and mechanical inspection services sensitive to community and State requirements,; and

**WHEREAS**, Door County Inspections., a Wisconsin LLC (Agency), proposes to provide inspection services and fee schedule (Services) for the Municipality thus meeting the Municipality need for such inspection services,

**2. SCOPE OF SERVICES**

**THEREFORE**, the parties agree as follows:

- A. The Agency will provide to Municipality, inspectors whose duties shall include building, electrical, plumbing and mechanical plan reviews and field inspections in accordance to State of Wisconsin adopted codes. The Agency shall provide necessary services related to contacts with residents and Municipal Officials, and all associated tasks related to the inspection requirements of the Municipality. Zoning Administration shall be provided by Door County Land Use/Planning Department or by the Municipality.
- B. The Inspectors shall maintain current certifications as required for UDC Construction, HVAC, Electrical, Plumbing, Commercial Construction and HVAC, Commercial Plumbing and Commercial Electrical as defined in SPS 305 of the Wisconsin Administrative Code.
- C. **The Agency shall be responsible for:**
  - a. Salary of the inspectors and staff available to assist in building code enforcement activities and availability for backup inspection purposes when the primary inspector is unavailable.
  - b. Field communication equipment and vehicle or mileage/allowance for the inspectors.
  - c. Office supplies, forms and postage associated with provided Services.
  - d. Administrative coordination.
  - e. Providing services during normal business hours excluding Municipal holidays. Inspectors will be dispatched on an as-needed basis. Inspection requests are to be received from the permit applicant prior to 4:00 pm on the previous business day. Same day requests for inspections shall be considered based on workload. Agency shall be availability by phone, email and texts and return phone calls, emails and texts in a timely manner. Failed inspections shall have a notice of noncompliance report/notice onsite given to the permit applicant and a copy of the inspection results placed in the municipal file.
  - f. Providing permit clean-up on open permits and contact permit applicant of open/required inspections.
  - g. Providing proof of Wisconsin licenses for the Agency and inspectors
  - h. Providing reporting for ACT 211 to the State of Wisconsin.
  - i. Providing proof of certificate of insurance held by Agency inspectors showing all coverages with a minimum of \$1 million of general liability and \$1 million of errors and omissions coverage throughout the terms of this contract agreement.
  - j. Providing monthly billing invoice to municipal clerk with mutually agreed upon format and information.
  - k. Providing notice to Municipality within 24 hours of any noted fee discrepancies, billing, complaint, incident which may give rise to a claim, intent to terminate this contract or intent to revise this contract agreement.

**D. The Municipality shall be responsible for providing:**

- a. For the Agency office space, desk, desk chair, file cabinet, use of a photocopier and fax machine. Office space and active permit file storage at alternate locations or municipalities shall be at the approval of the Municipalities involved and Agency. Any office hours shall be mutually agreeable between the Municipal Administrator and the Agency.
- b. Zoning administration and a copy of zoning approval, unless provided by Door County Zoning.
- c. Agreement with Agency to develop an acceptable reporting schedule and billing format.
- d. Payment to Agency on a monthly basis as per Service Contract Agreement.
- e. Updated Municipal website with Agency contact information and any associated forms and procedures necessary for Agency to complete contracted work.
- f. Keys/access to municipal building and office as needed to perform Services under this contract agreement.
- g. Notice to Agency within 24 hours of any noted fee discrepancies, billing, complaint, incident which may give rise to a claim, intent to terminate this contract or intent to revise this contract agreement.
- h. Assistance in notifying permit applicants that inspection requests are to be scheduled by 4:00 pm on the previous business day.

**3. FEE AGREEMENT AND PAYMENT STRUCTURE**

- A. 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 Exhibit 1. All permit fees shall be submitted to the Municipality after permits are issued, and the Agency shall then bill the Municipality at the end of each month.
- B. The Municipality shall compensate the Agency for any activities and meetings related to duties noted herein where a permit fee is not generated, at a rate of \$55.00 per hour for all such duties, meetings and legal appearances 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, meetings and legal appearances occurring other than normal business hours at the rate of \$65.00 for each hour including travel time for meetings. There will be a one hour minimum per inspection trip or meeting. These activities, duties, meetings, property maintenance and complaint inspections for which no permit has been issued or fee collected shall be at the direction of the Municipal Administrator or Chairman. No additional time shall be compensated by the Municipality unless approved by the Municipal Administrator or Chairman.
- C. 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 15th of the month following the period services were rendered.
- D. The Agency shall perform commercial and residential building, electrical, plumbing and HVAC inspections for the permits and fees issued after the effective date of this contract for services.
- E. Permits issued by the previous inspection agency and which are still active upon the effective date of this service contract, shall be inspected through final inspections by the previous inspection agency unless otherwise agreed upon. Any fees refunded by the previous inspection agency regarding permits issued before the effective date of this contract shall be paid to Agency along with a list of all uncompleted projects within 30 days of Municipality receipt of list and refunded fees. Agency shall provide Municipality proof of completion for the previous inspection agency's list of uncompleted projects. Any permits which expire during this permit cleanup process and on which owner or contractor are still actively working on the project, shall obtain a permit renewal or extension per the attached fee schedule Exhibit 1.

#### **4. TERM**

- A. The Agency agrees to provide these services commencing April 17, 2019 or at a mutually agreed upon date and shall be effective on the latest date on which this agreement is executed by both parties. **The initial term of this agreement shall be sixty (60) days unless otherwise agreed upon by Municipality and Agency. Thereafter, with Municipal Board approval the agreement shall then be for twenty-four (24) months and thereafter, automatically renew for a twelve (12) month term unless 60 days' notice is provided prior to the 12-month renewal date (Revised 4/17/19).**

#### **5. TERMINATION**

- A. Either the Municipality or the Agency may terminate this Agreement 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 Agreement 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.
- B. Agency obligation shall be met upon completion of final inspections or permit expiration for permits issued under the terms of this agreement. Alternately, Agency may exercise the option to negotiate a refund to Municipality for permits in which a fee was received by Agency and for which inspections have not been completed through finals. Permits which expire and which have not been completed through finals shall not have fees refunded to the Municipality or permit applicant. Permit fees for completed projects shall not be refunded. Refunds shall be prorated according to the percentage of completed inspections for the project as determined by Agency and mutually agreed upon by Municipality.
- C. 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.
- D. Any notice to the Municipality shall be sent to the Municipal authority directly in charge of inspection procedures. Any notice to the Agency shall be sent to Door County Inspections LLC., 9098 Lime Kiln Road, Sturgeon Bay WI 54235.

#### **6. INDEMNIFICATION**

- A. 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.
- B. 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.
- C. Each party hereto agrees to carry comprehensive general liability insurance and to provide each other with evidence of such coverage upon request.
- D. If either Municipality or Agent becomes aware of any incident or complaint likely to give rise to a claim or the termination of this contract by either party, the Municipality or Agency shall notify each other of the claim or complaint and both parties shall fully cooperate in investigating the claim or complaint.

## **7. NON-COMPETE CLAUSE**

- A. During the term of this Agreement, and for a period of 6 months after termination of this Agreement, the Municipality shall not negotiate with, employ/hire any inspector/employee who provided inspection services of twenty-five (25) inspections or more 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 Agreement to provide building, electrical, plumbing or HVAC inspection services.
- B. The term "employ/hire" shall extend to the above referenced inspector/employee forming a corporation, partnership, limited liability company, subcontractor 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 these paragraphs shall survive any expiration or earlier termination of this Agreement.

## **8. ASSIGNMENT**

- A. Agency shall retain personnel that possess the skills, knowledge, and abilities ordinarily exercised under circumstances by members of the same profession performing the same or similar services. In the event of failure to perform Services in accordance with the terms of this Section the sole remedy of the Municipality and sole obligation of the Agency shall be re-performance of the services by Agency.
- B. Agency is permitted to subcontract portions of services to a parent or subcontractor without prior written notice of the persons or entities with which Agency has subcontracted. Agency remains responsible for any subcontractor's performance or failure to perform. Subcontractors will be subject to the same performance criteria expected of Agency. Performances standards will be included in agreements with all subcontractors to assure that professional standards and work schedules are met. Any parent or subcontractor agency which performs services under this Service contract shall provide and hold certificate of insurance which is at least equal to Agency certificate of insurance.
- C. Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity or third party without the written approval of both Parties; consent shall not be unreasonably withheld.
- D. The Agency is the exclusive provider of the services listed, described and provided by this Agreement for the entire area of the Municipality during the term of this Agreement. Any other provider of building, electrical, plumbing, HVAC, building and mechanical plan review and inspection services to the Municipality during the term of this Agreement will be considered a violation of this Agreement and the Municipality shall pay the Agency the fees for all permit applications submitted for the duration of the Agreement as prescribed herein.

## **9. DISPUT RESOLUTION**

- A. 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, 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.
- B. The cost thereof shall be borne equally by each Party unless one party's claim shall be deemed frivolous. In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

## **10. OWNERSHIP OF DOCUMENT AND RECORDS**

- A. Municipality shall retain ownership of all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder and shall not be used by Agency for any purpose other than the performance of Services under this agreement unless with the express prior written consent of Municipality.
- B. All such records, documents, notes, data and other materials shall become the exclusive property of Municipality when Agency has been compensated under the terms of this agreement. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials

- C. maintained or stored by Agency shall become property of Municipality after compensation under the terms of this Service agreement are satisfied.
- D. Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Agency that are related to this Agreement for the purposes of audit or examination, other than Agency financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality. Agency shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

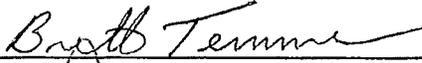
**11. DISCRIMINATION, DISABILITY ACT, IMMIGRATION**

- A. Agency shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Agency agrees to make available to employees, subcontractors and applicants for employment, notice provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws.
- B. Agency shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA")
- C. Agency 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. Agency shall not enter into an agreement with a subcontractor that fails to certify to Agency that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

**12. ENTIRE AGREEMENT**

- A. This Contract 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.
- B. 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 in writing, executed by the duly authorized agents of both the Municipality and the Agency. The person or persons executing this Contract Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.
- C. This Contract Agreement shall be construed under and governed by the laws of the State of Wisconsin and all services shall be provided in accordance with applicable federal, state and local law, without regard to its conflict of law's provisions. Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.
- D. Invalidation of any of the provisions of this Contract for Service 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.

  
 \_\_\_\_\_  
 Brett Temme  
 Door County Inspections, LLC (AGENCY)

4/17/19  
 \_\_\_\_\_  
 DATE

  
 \_\_\_\_\_  
 Dan Woelfel, Town Board Chairman  
 Town of Sevastopol (MUNICIPALITY)  
 acknowledged and accepted

4/22/19  
 \_\_\_\_\_  
 DATE