



## Wisconsin Dells BID Committee - Meeting Agenda

Wednesday, June 10, 2015 at 8:30AM

Wisconsin Dells Municipal Building - Council Chambers

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1. Call to Order
2. Approval of the May 27, 2015 Meeting Minutes (attached)
3. BID Defining Ordinance (draft attached) Action Required/All
4. BID/DUKW/BO Public Restroom Contract (attached) Action Required/All
5. July 4<sup>th</sup> Celebration – Jesse DeFosse Present Creative Action Required/All
6. Taste of the Dells Wrap-up Report Mark Sweet
7. Updates & Discussion from Chair Kelli Trumble
8. Items for Next Meeting
9. Adjournment

### Upcoming meetings:

- Wednesday, June 24, 2015 - 8:30 - 10 a.m.
- Wednesday, July 8, 2015 - 8:30 - 10 a.m.

Kelli Trumble, Chairperson

Posted & Distributed: 06/05/15

**Open Meeting Notice:** If this meeting is attended by one or more members of the Common Council who are not members of this committee, their attendance may create a quorum of another city commission, board, or committee under the Wisconsin Open Meetings Law; However, no formal action will be taken by any governmental body at the above stated meeting other than the body, committee, commission, or board identified in this notice. Please be advised that upon reasonable notice, the City of Wisconsin Dells will furnish appropriate auxiliary aids and services to afford individuals with disabilities an equal opportunity to participate in meeting activities.

**BID Committee  
May 27, 2015**

**Attending: Kelli Trumble; chairwoman  
Justin Draper; BID  
Jesse DeFosse; BID  
Dan Gavinski; BID  
Kyler Royston; BID  
Mark Sweet; BID  
Mayor Brian Landers  
City Attorney Joe Hasler  
Chris Tollaksen; Public Works  
Lisa Beck; Visitors Bureau**

**Eric Helland  
Phil Helley  
Jim Decker  
Jeremy Ringdahl  
Bob Steinweg  
Adam Makowski  
Ed Fox  
Ed Legge; Dells Events**

**Meeting called to order by Chairwoman Kelli Trumble.**

**Justin Draper moved to approve the minutes of April 9, April 29 and May 13 meetings.  
Second by Jesse DeFosse. Approved.**

**DESIGN REVIEW COMMITTEE:**

**Mayor Landers plans to propose to the City Council the establishment of a new city committee whose responsibility will be to determine design standards for the downtown. It will need to look at current standards so as to create more uniform standards in the future. At present the Mayor referenced many of the current standards as arbitrary and not well defined. It is only now that the Police Department has an officer devoted to the enforcement of current standards which up to now has allowed for many problem areas to develop with no actions being taken.**

**The composition of the proposed committee would include representation from the BID Committee, Public Works Committee, Community Development Authority, City Planner Chris Tollaksen, and a citizen at large from the business community.**

**The Mayor has also proposed a one year moratorium on the erection of new signs in the downtown to give the proposed Design Review Committee time to develop new standards with an eye toward spurring economic development. The City Council at its last meeting turned down the proposal unanimously.**

**Jeese DeFosse felt that the moratorium was not necessary and that stricter enforcement of standards was needed. Mayor Landers felt that a moratorium could possibly encourage businesses in violation of standards to seek quick remedies. He preferred a softer approach before warnings or fines take effect. The moratorium could be rescinded if new standards are in place before one year.**

**Eric Helland questioned who the new Design Review committee would be accountable to and in response the Mayor said the City Council.**

**Ed Fox suggested the addition of a non business owner/citizen to the new committee as there are many citizens interested in seeing downtown improve.**

**Kelli stated that giving the new committee the ability to deal with sign issues which until now have been referred to the BID, will allow BID more time to devote to future economic development.**

**Dan Gavinski moved that BID endorse the Mayor's sign moratorium proposal for a six month period of time. Second by Justin Draper. If approved by the Council, the moratorium could go in effect in July. Motion passed 5 -1 with Jesse DeFosse casting the dissenting vote.**

**Justin made a motion to support the Mayor's proposal to develop a new Design Review Committee. Second by Jesse DeFosse. Eric suggested that city committees be consulted as needed before proposals go from the new committee to the City Council for action. Mayor Landers said the process will allow for thorough examination by interested parties. Motion passed unanimously.**

#### **JULY 4th CELEBRATION:**

**A redesign of the poster will be ready for the next BID meeting to review. Phil Helley offered services of Ad Lit to distribute poster to hotels,restaurants,etc. BID members will distribute posters to downtown businesses.**

#### **TASTE OF WISCONSIN DELLS:**

**Mark Sweet reported plans are set for this years festival with an increased budget for advertising. That being said, 2015 marks the continuation of a trend culminating in the lowest restaurant participation ever. The downward trend in participation seems attributed to two primary causes: inability to provide adequate staffing at two locations and a more recent reason given being that the economics did not determine the festival to be a worthwhile effort for some restaurants.**

**Mark suggested a new direction for consideration which would model the festival after the successful Wine Walk. Tickets would be sold for a price to be determined and people could go to the home restaurants who participate to taste samples. As tickets might be limited in numbers sold, Mark suggested vastly upgrading the entertainment aspect by having a music festival in the heart of downtown to draw larger numbers of people. Also recommended was more active participation of the restaurants in the implementation of this new direction.**

**Jesse suggested Mark work closely with the Bureau's Festival board to look at a joint effort. Justin thought that a themed food event on the River Walk with entertainment should be considered. Phil Helley suggested restaurants could set up outside their establishments. Jim Decker asked if Lake Delton restaurants could still participate since the Wine Walk model is a pedestrian event.**

#### **DELLS TROLLEY UPDATE:**

**Jeremy Ringdahl updated BID on slight route changes,planned graphics and logos. He hopes to commence operations as early as this weekend. JAG and the Woodside Sports Complex will have service. Jeremy is looking for more locations for downtown trolley stops. Kelli asked that he provide a more concrete plan of proposed stops which would also incorporate contacting business owners who might be affected by the possible removal of parking stalls to be replaced by trolley car stops. Any such proposal would have to go to the Parking Board for approval.**

**OAK STREET REVITALIZATION:**

Pouring of the concrete on the street should take place before the end of the week. The temporary flower pots have been purchased and are being worked on. Everything is on target to be in place by mid June.

**RIVER WALK RAIL PAINTING:**

A section of rail near Dairy Queen and another section on Eddy Street have been identified in need of repainting. Cost estimates are not yet available. Still to be determined is whether this project's funds would come from BID or the Public Works budget. Kelli also reported Parks and Recreation Director Thad Meister is working with Fred Westerfeldt to freshen the mulch in some of the most visible areas downtown and on the River Walk.

**" OPEN" FLAGS USAGE:**

Though the intent of the "OPEN" flags usage was for the shoulder seasons, it seems there are businesses intending to display them in summer. Though in itself not considered to be a problem, an issue has arisen about more theft in the summer season and if the business or BID should pay for replacement of a stolen flag. More research on past BID decisions in this area may provide an answer to that question.

**BUSINESS WELCOME PROGRAM:**

Justin reported that even though a letter would be easier to produce that a better example of what should be done to recruit and welcome new businesses into our downtown could be found in Wausau. He advocated developing a website modeled after [wausauriverdistrict.com](http://wausauriverdistrict.com) and plans to contact Phil Helley and Ad Lit to work up a proposal.

**AGENDA ITEMS: JUNE 10 MEETING**

Suggested items for the next meeting will include the poster for July 4th Celebration, review of Taste of Wisconsin Dells, Update on Zebra Dog company early work on downtown design, Trolley car service update.

Dan moved for adjournment. Second by Kyler Royston. Approved.

March 10, 2015

City of Wisconsin Dells

ORDINANCE NO. \_\_\_\_\_  
(Business Improvement District)

The City of Wisconsin Dells, Adams, Columbia, Juneau and Sauk Counties, Wisconsin, does hereby ordain as follows:

SECTION I: PURPOSE

Wisconsin Dells created a Business Improvement District in 1998 when the City Council adopted a Resolution accepting an operating plan and operating budget. The plan and budget have been reviewed and approved annually as part of the City budget process. This Ordinance formalizes the BID's planning, budget and operational processes.

SECTION II: PROVISION CREATED

Wisconsin Dells Code sec. 1.11 is created.

SECTION III: PROVISION AS CREATED:

**1.11 BUSINESS IMPROVEMENT DISTRICT**

- (1) The duly established, constituted and operational business improvement district shall have the powers and duties enumerated in Wis. Stat. sec. 66.1109, as provided in the operating plan and as generally provided in this code of ordinances.
- (2) The business improvement district shall be managed by a board of directors which is responsible for development, modification and implementation of the operating plan and budget.
- (3) The board shall consist of seven (7) members appointed by the Mayor and confirmed by the Common Council. Six (6) of the members shall serve staggered terms of three years; and, a member of the Common Council shall be appointed annually. A majority of the board shall own or occupy real property in the district.
- (4) The mayor shall designate the chair and vice chair of the board.

- (5) In conjunction with the City's annual budget cycle, the board shall report on the district's activities, accomplishments and goals.
- (6) The board may adopt bylaws and operating procedures in furtherance of its powers and duties.

SECTION IV: VALIDITY

Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION V: CONFLICTING PROVISIONS REPEALED

All ordinances in conflict with any provisions of this ordinance are hereby repealed.

SECTION VI: EFFECTIVE DATE

This ordinance shall be in force from and after its introduction and publication and as provided by statute.

SECTION VII: PART OF CODE

This ordinance becomes a part of Wisconsin Dells Code, Chapter 1.

\_\_\_\_\_  
Brian L. Landers, Mayor

\_\_\_\_\_  
Nancy R. Holzem, Clerk

INTRODUCED: \_\_\_\_\_  
PUBLISHED: \_\_\_\_\_  
PASSED: \_\_\_\_\_

**Public Restroom Agreement  
DUKW, Wisconsin Dells BID and \_\_\_\_\_**

This Agreement is by and between the following parties:

- City of Wisconsin Dells and its Business Improvement District Committee (BID)
- DUKW, LLC (DUKW)
- \_\_\_\_\_, Building Owner (BO)

**Recitals**

A. BO owns the following described real estate in downtown Wisconsin Dells:

Street Address: 105 Broadway  
Tax Parcel Number: 11291-604.04

- B. DUKW has a lease which expires in 2056 which permits and allows public access and use of an elevator and restrooms in the BO parcel.
- C. DUKW and BO agree that BID may share in the benefits of the DUKW elevator and restroom agreement.

**Agreement**

1. For a term of \_\_\_\_\_ years beginning July 1, 2015 and ending June 30, 20\_\_\_\_, BID and the general public shall have access and use of the elevator and restrooms in the BO parcel pursuant to and consistent with the DUKW lease.
2. Every three months, during the term of this agreement, beginning July 1, 2015 BID shall pay to DUKW \$\_\_\_\_\_. The payment amount shall increase by two percent (2%) annually beginning July 1, 2016
3. The payment by BID to DUKW shall compensate DUKW for its care, maintenance and cleaning of the elevator and restrooms which shall be the sole responsibility of DUKW.

4. Upon 90 days notice, in writing, BID and DUKW may terminate this agreement at any time for any reason in its sole discretion.
5. The elevator and restrooms shall be open to the general public at all times that they are open to patrons of DUKW and BO.
6. BO and DUKW shall cooperate with BID to erect and maintain signs which provide directions to the elevator and public restroom.
7. At all times during the term of this agreement, the public restrooms and elevator shall comply with the applicable provisions of the Americans with Disabilities Act.
8. DUKW and BID shall have and maintain in full force and effect public liability and property damage insurance with respect to the elevator and restroom facilities. Such policies shall name both DUKW and the City as insureds and shall have limits of at least \$1,000,000.00 for injury or death to one person; \$3,000,000.00 for any incident; and, \$100,000.00 with respect to property damage. Upon demand, each party shall provide proof of insurance to the other.
9. This Agreement shall bind the parties, its successors and assigns.
10. No modification, alteration or amendment to this agreement shall be binding upon any party hereto until such modification, alteration or amendment is reduced to writing and executed by both parties hereto.
11. The laws of the State of Wisconsin shall govern this agreement. Venue for any disputes regarding this agreement shall be the Circuit Court for Columbia County.
12. If any provisions of this agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

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13. The execution of this Agreement was authorized by the Wisconsin Dells Common Council on \_\_\_\_\_, 2015.
14. This agreement replaces and supercedes a certain 2004 Public Restrooms Agreement between Paul Olson and the City of Wisconsin Dells covering the subject matter of this agreement. As between Olson and the City of Wisconsin Dells, Olson is hereby released from the terms of that agreement.

\*The rest of this page is intentionally left blank.\*

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**DUKW, LLC**

Dated: \_\_\_\_\_, 2015

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**CITY OF WISCONSIN DELLS**

Dated: \_\_\_\_\_, 2015

\_\_\_\_\_  
Brian Landers, Mayor

Dated: \_\_\_\_\_, 2015

\_\_\_\_\_  
Nancy Holzem, Clerk/Treasurer

Dated: \_\_\_\_\_, 2015

\_\_\_\_\_  
Kelli Trumble, Business Improvement  
District Committee Chair

**BUILDING OWNER**

Dated: \_\_\_\_\_, 2015

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