



SCHEDULE OF BILLS PAYABLE  
SEPTEMBER 21, 2015  
MONDAY  
COMMON COUNCIL

|    |                       |                     |
|----|-----------------------|---------------------|
| 10 | GENERAL FUND          | 885,246.52          |
| 13 | DEBT SERVICE FUND     | 500.00              |
| 14 | CAPITAL PROJECTS FUND | 331,573.79          |
| 52 | WATER FUND            | 188,308.08          |
| 53 | SEWER FUND            | 47,523.06           |
| 59 | ELECTRIC FUND         | 1,025,180.35        |
|    | <b>TOTAL</b>          | <b>2,478,331.80</b> |
|    |                       |                     |

# City of Wisconsin Dells

Fee waived??

## Application for: SPECIAL EVENTS PERMIT

Date From: 10a 9/27/15 To: 6p 9/27/15 FEE \$160.00 Receipt No. \_\_\_\_\_

Name of Applicant: Will Meissner (FITS / Assist WI)

Address of Applicant: 704 Washington Ave

Daytime Telephone Number: (262) 825-3781 Email Address: \_\_\_\_\_

Name & Address of Officers, if Corporation: President Bev Strand E9445

Pebbleshack Dr. WD, Michelle Schmitz E9257 Oak Leaf Lane WD,

Magda Jaworski N8439 Pineview Dr. WD

### FOR SPECIAL EVENTS PERMIT:

Type of Event: Mini Zumba Marathon, Healthy Community Fair,

Happy Kids 5k Run/Walk

Location of Event: JAG Police have map -

Number and Types of Participants: athletes, runners, participants, attendees (500)

Contact Person: Will Meissner Telephone No: (262) 825-3781

Fireworks: YES or  NO

Sandwich Board Signs:  YES or NO

### FOR PARADE PERMIT:

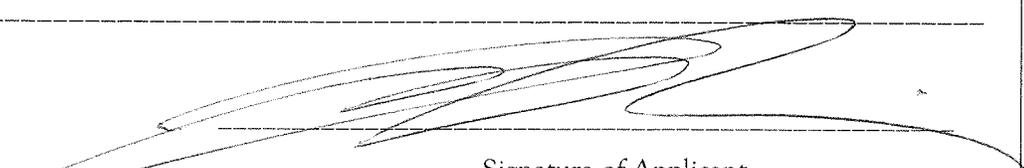
Assembly Area: \_\_\_\_\_

Starting Time & Estimated Length: \_\_\_\_\_

Starting Point: \_\_\_\_\_

Parade Route: \_\_\_\_\_

Number of Units: \_\_\_\_\_



Signature of Applicant

Subject to compliance with Wisconsin Dells Municipal Code chapter 24

Date Approved: \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Date Denied: \_\_\_\_\_ Reason(s): \_\_\_\_\_

**CITY OF WISCONSIN DELLS  
DOCK USE AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of September, 2015, by and between City of Wisconsin Dells, located in Adams, Columbia, Juneau and Sauk Counties, Wisconsin, a Wisconsin municipal corporation (hereinafter "City"), Dells Boat Tours, LLC, a Wisconsin limited liability company (hereinafter "Tours") and Dells Duck Tours, Inc., a Wisconsin corporation (hereinafter "Dells Ducks").

**WITNESSETH:**

A. City owns certain real property fronting on the Wisconsin River and generally located between Broadway and the Eddy Street Bridge, and said real property (hereinafter "subject premises") is generally depicted in the sketch/map attached hereto as Exhibit A.

B. The subject premises have been the site of a dock and pier from which passengers have been loaded on and unloaded from sightseeing boats operated on the Wisconsin River for many years by Dells Boat Company, Olson Boat Lines, Inc., Riverview Boat Line, Inc., Tours, Dells Ducks and others.

C. Tours and Dells Ducks (collectively "licensees") wish to enter into an agreement providing for the use of the subject premises by licensees for the 2016 and 2017 seasons, and provide for certain obligations with respect to the usage thereof by licensees for the loading and unloading of passengers to and from sightseeing boats at such location for the 2016 and 2017 seasons, and wish to memorialize such agreement.

For good and valuable consideration, it is agreed by and between the parties hereto, as follows:

1. License. City hereby grants to Tours (and to any assignee or sub-licensee of Tours hereunder) and to Dells Ducks the exclusive right to use the subject premises as the site of a dock and pier from which passengers and crews may be loaded and unloaded to and from commercial sightseeing boats operated on the Wisconsin River by Tours (or any assignee or sub-licensee of Tours hereunder) or by Dells Ducks (or its assignees and sub-licensees) shall be permitted to use five-sixths (5/6) of the dock space for loading and unloading, and Dells Ducks shall be permitted to use one-sixth (1/6) of the dock space for loading and unloading. Dells Ducks shall use the dock and pier areas used by it in the 2010 season during the term hereof, and Tours shall use the rest of the space on the subject premises.

2. Property Included. The aforesaid exclusive right to make use of the subject premises shall include the exclusive right to use the pier, decking and other accessories annually installed, maintained and removed pursuant to the 1980 Municipal Dock Commercial Use and Maintenance Agreement, dated June 16, 1980, and all other personal property or fixtures of City located on the subject premises, whether installed by City or not.

3. No Warranties. Except as otherwise provided hereafter, City makes no representations or warranties with the regard to the condition of the pier, decking and other accessories, or other personal property or fixtures which are located on the subject premises, and Tours, its assignees or sub-licensees, and Dells Ducks accept the pier, decking and other accessories, and all other personal property and fixtures located on the subject premises, whether installed by City or not, in "AS IS" condition, without any warranty, express or implied.

4. Expenses; Payment. Tours and Dells Ducks will bear and pay all costs and expenses relating to the installation, maintenance or removal of the pier, decking and other accessories, and other personal property or fixtures located on the subject premises and owned by City as of the date hereof, and the cost of all utilities serving the subject premises, including, but not limited to, electric, water and sewer charges related to their use of the subject premises. Such costs and expenses shall be shared by Tours and Dells Ducks in the following proportions: five-sixths (5/6) of such expenses and costs shall be borne by Tours; one-sixth (1/6) of such expenses and costs shall be paid by Dells Ducks. In the event that Tours, or its assignees or sub-licensees, incur any expense or make any payment hereunder for or on behalf of Dells Ducks, and for an item for which Dells Ducks is required hereunder to share in such cost or expense, Tours, or its assignees or sub-licensees, shall bill Dells Ducks for the cost thereof not more often than monthly, and not less often than quarterly, for the actual and reasonable costs thereof. Any charges for services, work and expenses performed by a third party shall be charged to Dells Ducks at the actual cost thereof, without any mark-up received by Tours. Dells Ducks shall pay Tours, or its assignee or licensee, any such sum so billed to Dells Ducks within thirty (30) days after receipt of a statement therefore. Any sum unpaid thereafter shall accrue interest at the rate of 12% per annum. The utilities which are subject to this provision shall be billed in the name of Tours, or one or more of its assignees or sub-licensees.

5. Access. Tours, its assignees or sub-licensees, Dells Ducks, and all of their guests, passengers, agents, invitees and employees, may have access to the subject premises over any lands owned by City which are adjacent to the subject premises.

6. Ticket Booths. Tours and Dells Ducks may not erect, install or maintain any ticket booths on the subject premises.

7. Definition of "Subject Premises". For purposes hereof, the term "subject premises" is limited to the real property specified on Exhibit A and highlighted thereon. The term "subject premises" shall in no event include any public streets, sidewalks or other public rights-of-way which adjoin the subject premises and which are not included within the highlighted area set forth on Exhibit A.

8. Condition of Subject Premises. Tours and Dells Ducks represent that they have inspected and examined the subject premises and accept them in their present condition and agree that City shall not be required to make any improvements or repairs upon the subject premises. Tours and Dells Ducks agree to keep the licensed premises in good order, condition and repair, at their sole cost and expense. Tours and Dells Ducks will quit and surrender possession of the subject premises peaceably and in as good order and condition as the premises

were at the commencement of the term of this Agreement, reasonable wear and tear, damage by the elements, and fire or other casualty loss excepted. All costs provided for herein shall be shared between Tours, or its assignees or sub-licensees, and Dells Ducks in the following proportions: five-sixths (5/6) of the costs thereof shall be paid by Tours, or its assignees or sub-licensees; one-sixth (1/6) of the cost thereof shall be paid by Dells Ducks. All maintenance, repair or other work required to be done to the subject premises by virtue of this section shall be carried out by Tours, or its assignees or sub-licensees. Tours, or its assignees or sub-licensees, shall bill Dells Ducks and Dells Ducks shall pay for such maintenance and repair expenses in the same manner as provided in section 4 above. The obligations of this section shall extend to all stairways, ramps, and other means of ingress to and egress from the subject premises, but shall not include any streets, sidewalks or other public rights-of-way adjacent to the subject premises, or to any property of any other or third party.

9. Taxes. Tours and Dells Ducks shall each pay all taxes levied and assessed upon any personal property, fixtures and improvements belonging to such party and located upon the subject premises. The real estate constituting the subject premises and the personal property and fixtures owned by City and located thereon, as to which exclusive rights are granted hereby, will remain the property of City, subject to this Agreement, and it is the intent of the parties that such property shall not be subject to real or personal property taxes during the term of this Agreement.

10. Indemnity; Insurance. Tours, and its assignees or sub-licensees, and Dells Ducks shall severally hold City harmless from and with respect to any loss, costs or damage that may be suffered or incurred by City as a consequence of the use and occupancy of the subject premises by any of them, or by their agents, guests, passengers, customers or employees, provided however that any such person or entity shall only be liable to the extent that such party's willful or negligent acts or omissions caused the loss, costs or damages suffered by the City. There shall be no joint liability hereunder, and none of the parties hereto shall be liable for any act or omission of any third party who is not an officer, agent or employee of such party. Tours and Dells Ducks each agree to deliver to City, upon execution of this Agreement, a copy of a public liability and property damage insurance policy satisfactory to City, with an original certificate of insurance certifying that such insurance is in full force and effect, which policy shall name City as an insured thereunder and shall provide liability insurance coverage for City in the amount of not less than \$1,000,000.00 combined single limits coverage, and each party hereto shall keep such policy in full force and effect during the term of this Agreement.

11. Compliance with Laws. Tours and Dells Ducks severally warrant that all of their operations on the subject premises shall comply fully with all federal, state, county and municipal laws and regulations, including environmental laws and regulations, during the term hereof, and that each such party shall comply with all requirements for permits for the subject premises under any such laws and regulations. Tours, its assignees or sub-licensees, and Dells Ducks shall be jointly responsible for making the subject premises comply with the Americans with Disabilities Act of 1990, except with respect to any conditions which exist on the subject premises as of the date hereof. Tours, its assignees and sub-licensees, and Dells Ducks shall have no liability with respect to any conditions on the subject premises which are in violation of or do

not comply with the Americans with Disabilities Act of 1990, and any regulations thereunder, as of the date hereof.

In the event that Tours or Dells Ducks are required to make improvements or changes to the subject premises under the Americans With Disabilities Act which, in the judgment of such parties, are not economical under reasonable commercial standards, Tours or Dells Ducks may terminate their obligations and rights hereunder at any time thereafter, upon not less than thirty (30) days advance written notice to City. In the event that City is required to make any changes or improvements to the subject premises to comply with the Americans with Disabilities Act which, in the judgment of City is not economical under reasonable commercial standards, City may terminate this Agreement at any time thereafter upon not less than thirty (30) days advance written notice to the other parties.

The obligation hereunder of Tours and Dells Ducks shall extend to the sidewalks, ramps and other means of ingress to or egress from the subject premises, but shall not include any streets, sidewalks or rights-of-way of City which are not included within the description of subject premises on Exhibit A hereto or to any property of any other or third party.

12. Inspection. City may enter upon the subject premises at any time for any purpose, including, but not limited to, having access to a City utility station which is situated upon City land adjacent to the subject premises.

13. Term. The term of this Agreement shall be for a period of two (2) years, commencing September 21, 2015 and ending on September 21, 2017.

14. Notices. Any notices that are required herein or which either City, Tours, its assignees or sub-licensees, or Dells Ducks may serve upon any other party hereto shall be in writing and be deemed served when delivered personally or when deposited in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, and addressed to City at 300 La Crosse Street, Wisconsin Dells, Wisconsin 53965, directed to the attention of the Mayor or City Clerk, or to Tours, its assignees or sub-licensees, as follows: Dells Boat Tours, LLC., P.O. Box 117, Wisconsin Dells, Wisconsin 53965; or, Dells Duck Tours, Inc., ATTN: George Field, P.O. Box 11, Wisconsin Dells, Wisconsin 53965.

15. No Lease. All of the parties hereto acknowledge and agree that this is not a lease of real property and Tours, its assignees or sub-licensees, and Dells Ducks acknowledge and agree that they have no legal rights as tenants under this Agreement or any renewals thereof.

16. Assignment and Sub-License. Tours and Dells Ducks may not assign or sub-license their interests in this Agreement without the consent, in writing, of City.

17. Binding Effect; Survival. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be modified only by an instrument signed in writing by authorized representatives of the parties hereto. In the event of a termination of this Agreement as to one or both of the licensees, the indemnification obligations hereunder shall survive the termination.

18. Default. In the event of a default by any party hereto, any party asserting that such a default exists shall provide notice thereof of not less than ten (10) days duration to the defaulting party, and such defaulting party shall have a period of ten (10) days from and after the date of receipt of such notice in which to cure such default, except that in the case of a default which cannot reasonably be cured within such ten (10) day period (other than defaults with respect to payment of money), the initiation of reasonable and diligent efforts on the part of the defaulting party to cure such default shall be sufficient if concluded within a reasonable time period. In the event that such default is not cured, then the party asserting the existence of such default shall be entitled to any and all remedies provided by law, including in the case of the City, termination of the defaulting licensee. Termination of the rights of Tours or of Dells Ducks under this Agreement as a consequence of such default, shall not terminate the rights of the other licensee, and the rights of the non-defaulting party shall continue under this Agreement, except that the non-defaulting licensee shall assume the obligations of the terminated licensee which arise thereafter for maintenance, repairs and insurance.

19. Fee. Notwithstanding City Code sec. 8.02(4), Fee shall be \$2,500 for the first leased dock and \$750 for any additional dock. Therefore, Dells Boat Tours and Dells Ducks Tours shall pay to the City the aggregate sum of Eight Thousand and no/100 (\$8,000.00) annually, payable as follows:

|                          | <u>Tours</u> | <u>Dells Ducks</u> |
|--------------------------|--------------|--------------------|
| On or before August 1    | \$ 2,750.00  | \$1,250.00         |
| On or before September 1 | \$ 2,750.00  | \$1,250.00         |

20. Right of First Refusal. In the event that the City offers to continue any arrangement during the first year after the expiration or termination of this Agreement with any party for the use of the facilities covered by this Agreement, the City agrees to provide prior written notice of the terms of such offer to Tours and Dells Ducks, and Tours and Dells Ducks shall have the right to accept such offer of the City for the use of such premises within 10 days thereafter by written notice to the City, with rights to the use of such facilities to be divided between Tours and Dells Ducks on the same basis as set forth in this Agreement.

**SIGNATURES ON FOLLOWING PAGE**

Dated this 21<sup>st</sup> day of September 2015.

**CITY OF WISCONSIN DELLS**

By: \_\_\_\_\_  
Brian Landers, Mayor

By: \_\_\_\_\_  
Nancy R. Holzem, City Clerk/Coordinator

**DELLS BOAT TOURS, LLC**

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

**DELLS DUCK TOURS, INC.**

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

**DOCK USE AGREEMENT PAYMENTS:**

Dock Use Agreement with the City of Wisconsin Dells

#100233

|                       |                          |            |
|-----------------------|--------------------------|------------|
| Dells Boat Tours, LLC | On or before August 1    | \$2,750.00 |
| P O Box 630           | On or before September 1 | \$2,750.00 |
| WI Dells, WI 53965    |                          |            |

#100235

|                        |                          |            |
|------------------------|--------------------------|------------|
| Dells Duck Tours, Inc. | On or before August 1    | \$1,250.00 |
| P O Box 11             | On or before September 1 | \$1,250.00 |
| WI Dells, WI 53965     |                          |            |

~ CITY OF WISCONSIN DELLS ~  
2016 PROPOSED SCHEDULE OF FEES

| Type  | Proposed Fee | Current FEE |  | Code Section               | Year Revised |
|---|--------------|-------------|--|----------------------------|--------------|
| Adult Oriented Establishment                    |              | 1000.00     | Annually   | 16.18(5)(a)                | 2002         |
| Alarm Monitor at Police Dept                    |              | 125.00      | Annually   | 9.05(7)                    | 2010         |
| Annexation Review Fee                           | 100.00       |             |  |                            | New          |
| Awning & Canopies Inspections                   |              | 60.00       | Every 2 years  | 22.26(6)                   | 2010         |
| Bicycle License                                 |              | Free        | For life of bike   | 23.04                      | 2005         |
| Board of Appeals                                |              | 300.00      | Plus Public Hearing Fee  | 19.221                     | 2010         |
| Boat Dock Rental Fee                            |              | 401.70      | Annually-primary city residents  | 3% increase every other yr | 2015         |
| (plus tax)                                      |              | 578.50      | Annually-school district residents   | 3% every other             | 2015         |
|   |              | 950.30      | Annually-all others  | 3% every other             | 2015         |
| Boat Launch Fee (Daily)                         |              | 8.00        |  | 8.03(4)(a)                 | 2010         |
| Boat Launch Fee (Annual)                        |              | 50.00       |  |                            | 2010         |
| Building Inspection Fees (Commercial)           |              | 75.00       | Roof Re-Shingle<br>Electric Service Upgrade<br>Required by code violations | 13.01(3)                   | 2010         |
| Building Inspection Fees (Residential)          |              | 50.00       | Roof Re-Shingle<br>Electric Service Upgrade<br>Required by code violations |                            | 2010         |
| Building Permits (Residential)                  |              | 45.00       | First \$1000 of cost or less;<br>\$20 each add'l \$1000                    | 13.01(3)                   | 2008         |
|   |              | 2500.00     | Maximum fee  |                            | 2008         |
| Building Permits (Commercial)                   |              | 45.00       | First \$1000 of cost or less   | 13.01(3)                   | 2008         |
|   |              | 25.00       | Each add'l \$1000 to \$500,000   |                            | 2008         |
|   |              | 50.00       | Each add'l \$100,000 thereafter  |                            | 2009         |
|   |              | 25,000      | Maximum fee  |                            | 2009         |
| Building Permits (REU fee)                      |              | 1920.00     |  |                            | 2014         |
| Building Footings & Foundation Fee (Commercial) |              | 125.00      |  |                            | 2008         |
| Busking Permit                                  |              | 50.00       | Per performer/per season   | 16.10                      | 2014         |
| Cemetery Lots                                   |              | 550.00      |  |                            | 2008         |
| Mon-Fri Grave Opening                           |              | 400.00      |  |                            | 2008         |
| Mon-Fri Cremation                               |              | 225.00      |  |                            | 2008         |
| After hour & weekend charge                     | 75.00        | 65.00       | Per hour   |                            | 2008         |
| Deed Transfers                                  | 20.00        |             | Per transfer   |                            | New          |
| Certified Survey Map Fee                        | 130.00       |             | Per CSM  |                            | New          |
| Cigarette License                               |              | 100.00      | Annually (highest fee allowed)   | 16.15(2)                   | 2002         |
| Circus, Carnival, Theatrical Permit             |              | 100.00      | Per day or \$1500 per month  | 16.07(3)                   | 2010         |

|                                |  |         |  |              |      |
|--------------------------------|--|---------|--|--------------|------|
| Community Center Room Rental:  |  |         |  |              |      |
| City non-profit organizations  |  | 25.00   | Each additional hour: \$5.00                   |              | 2010 |
| All other groups               |  | 50.00   | Each additional hour: \$15.00                  |              | 2010 |
| Use of kitchen (additional)    |  | 25.00   | Per hour (max \$100)                           |              | 1999 |
| Closet/Storage Rental          |  | 25.00   | Per month                                      |              | 2010 |
| Compliance Certificate         |  | 40.00   |  | by Res.      | 2010 |
| Conditional Use Permit         |  | 300.00  | Plus Public Hearing Fee                        | 19.3740      | 2010 |
| Copy Fees:                     |  |         |  |              |      |
| Regular                        |  | .25     | Per page, plus postage if mailed               |              | 2002 |
| Large Scale                    |  | 20.00   | Per page, plus postage if mailed               |              | 2012 |
| CD copies                      |  | 10.00   | Plus postage if mailed                         |              | 2009 |
| Demolition Permit              |  | 150.00  |  | 13.05(7)(f)  | 2010 |
| Dog & Cat Licenses:            |  |         |  |              |      |
| Spayed or neutered             |  | 10.00   | Annually                                       | 25.13(2)(a)  | 2014 |
| Not spayed or neutered         |  | 15.00   | Annually                                       | 25.13(2)(b)  | 2014 |
| Driveway Permit                |  | 75.00   |  | 6.02         | 2009 |
| False Alarm Fee-Fire           |  | 150.00  | For 3 <sup>rd</sup> and subsequent false calls | 9.05(7)      | 2010 |
| False Alarm Fee-Police         |  | 25.00   | For 3 <sup>rd</sup> and subsequent false calls | 9.05(7)      | 2010 |
| Fax                            |  | 1.00    | Per page                                       |              | 2013 |
| Finger Printing                |  | 20.00   |  |              | 2011 |
| Fire Inspections               |  | 60.00   | Per non-compliance f/u inspect.                | 9.02(9)(c)   | 2010 |
| Fireworks Display Permit       |  | 125.00  | Per Display Event                              | 9.11         | 2013 |
| Firework Sales                 |  | 275.00  | + \$60 for add'l sites Annually                | 16.20(4)(b)  | 2007 |
| Garbage Collection-Tax Exempt: |  |         |  |              |      |
| Single Family Res Family       |  | 275.00  | Annually                                       | 12.01(11)(a) | 2014 |
| Churches                       |  | 275.00  | Annually                                       |              | 2014 |
| Fraternal Organizations        |  | 275.00  | Annually                                       |              | 2014 |
| Federal Post Office            |  | 600.00  | Annually                                       |              | 2014 |
| Schools with 100 or less       |  | 750.00  | Annually                                       |              | 2014 |
| Schools with more than 100     |  | 2400.00 | Annually                                       |              | 2014 |
| Wastewater Treatment Plant     |  | 4800.00 | Annually                                       |              | 2014 |
| Garbage Collection-Apartments: |  |         |  |              |      |
| Base Charge (First 2 units)    |  | 275.00  | Annually                                       |              | 2014 |
| 1-10 units                     |  | 150.00  | Annually                                       |              | 2014 |
| 11-20 units                    |  | 125.00  | Annually                                       |              | 2014 |
| 21+ units                      |  | 100.00  | Annually                                       |              | 2014 |
| Horse Drawn Vehicles           |  | 500.00  | Annually                                       | 16.015(3)    | 2000 |
| Horse Drawn Drivers            |  | 30.00   | Annually                                       | 16.015(4)(a) | 2011 |
| Horse Stable Inspection        |  | 125.00  |  | 16.01(3)(c)  | 2010 |
| Junk Dealer License            |  | 1000.00 | Annually                                       | 16.11(5)     | 2000 |

|  |  |         |                                  |                |          |
|--|--|---------|----------------------------------|----------------|----------|
| Kennel License                             |  | 50.00   | Annually                         | 25.13(2)(f)    | 2000     |
| Lawn Mowing                                |  | 100.00  | Per hour (minimum charge)        | 13             | 2007     |
| Liquor Licenses:                           |  |         |                                  |                |          |
| Class "A" Beer (off-premise)               |  | 100.00  | Annually plus publication fee    | 16.12          |          |
| Class "B" Beer (on/off-premise)            |  | 100.00  | Annually plus publication fee    | 16.12          |          |
| "Class A" Liquor (off-premise)             |  | 500.00  | Annually plus publication fee    | 16.12          |          |
| "Class B" Liquor (on-premise)              |  | 500.00  | Annually plus publication fee    | 16.12          |          |
| "Class B" Quota Plus                       |  | 10,000  | Initial Fee plus publication fee | 16.12          |          |
| "Class B" Quota Plus renewal               |  | 500.00  | Annually plus publication fee    | 16.12          |          |
| "Class C Wine (on-premise)                 |  | 100.00  | Annually plus publication fee    | 16.12          |          |
| Temporary Beer/Wine (bona fide clubs only) |  | 10.00   | Per event                        | 16.12          |          |
| Wholesaler Beer License                    |  | 25.00   | Annual Fee plus publication fee  | 16.12          |          |
| Premises Transfer                          |  | 10.00   |                                  |                |          |
| Renewal Filing Late Fee                    |  | 50.00   |                                  |                | NEW-2014 |
| Livestock/Poultry                          |  | 3.00    | Per animal                       | 16.02(3)       | 2008     |
| Lodging Facility License:                  |  |         |                                  |                |          |
| Each for first 15 sleeping Units           |  | 50.00   | Annually                         | 16.06          | 2010     |
| Each add'l unit same location              |  | 25.00   | Annually                         | 16.06          | 2008     |
| Mobile Home Park (First 25 units)          |  | 350.00  | Annually                         | 16.03(6)(b)(4) | 2010     |
| Additional Units                           |  | 25.00   | Annually                         |                | 2010     |
| Moving Permit                              |  | 500.00  | Per structure                    | 13.06(4)       | 2010     |
| Multi-Family Residential Dev.              |  | 550.00  | Plus Public Hearing Fee          |                | 2010     |
| Paper Service                              |  | 50.00   |                                  |                | 2010     |
| Park Picnic Shelter Rental:                |  |         |                                  |                |          |
| School Groups                              |  | 25.00   |                                  |                | NEW-2014 |
| Residents within School Dist.              |  | 50.00   |                                  |                | 2013     |
| All others                                 |  | 250.00  |                                  |                | 2013     |
| Peddlers & Transient Merchants             |  | 175.00  |                                  | 16.09(4)(l)    | 2014     |
| Planned District Development:              |  |         |                                  |                |          |
| Review Fee Small Residential               |  | 1700.00 |                                  | 19.431         | 2008     |
| Review Fee Large Residential               |  | 5500.00 |                                  |                | 2008     |
| Review Fee Commercial                      |  | 8000.00 |                                  |                | 2008     |
| Review Fee Mixed Use                       |  | %       | Comb. of cost above prorated %   |                | 2008     |
| Amendments                                 |  | 2500.00 | Up to \$2500                     |                |          |
| Green Space Fee Res. Small                 |  | 30.00   | Per unit                         |                | 2008     |
| Green Space Fee Res. Large                 |  | 55.00   | Per unit                         |                | 2008     |
| Green Space Fee Comm. Small                |  | 2600.00 | Less than 100,000 sq ft          |                | 2008     |
| Green Space Fee Comm. Large                |  | 5500.00 | More than 100,000 sq ft          |                | 2008     |
| Green Space Fee Mixed Use                  |  | %       | Comb. of cost above prorated %   |                |          |

|                                   |                 |                  |  |          |          |
|-----------------------------------|-----------------|------------------|--|----------|----------|
| Plumbing Permit                   |                 | 1.00             | Per fixture (\$35 minimum)   | 15.07    | 2000     |
| <b>Police Department Charges:</b> |                 |                  |  |          |          |
| Traffic Control w/o squad         |                 | 70.00            | Per officer/per hour   |          | NEW-2014 |
| Traffic Control w/squad           |                 | 100.00           | Per officer/per hour   |          | NEW-2014 |
| Discovery Costs                   |                 |                  |  |          |          |
| Regular                           |                 | .20-.35          | .20 ea per page single sided,<br>.35 ea double sided per page,<br>plus postage if mailed |          |          |
| CD/DVD copies                     |                 | 5.00             | Plus postage if mailed   |          |          |
| Photo Reprints                    |                 | .50              | Per print, 5"x7" or less (if<br>available) plus postage if mailed                        |          |          |
| VCR Tapes                         |                 | 5.00             | Plus postage if mailed   |          |          |
| Open Records Fees:                |                 |                  |  |          |          |
| Regular                           |                 | .25              | Per page plus postage if mailed  |          |          |
| Electronic Copies                 |                 | .10              | Per page   |          |          |
| CD/DVD copies                     |                 | 10.00            | Plus postage if mailed   |          |          |
| Photo Reprints                    |                 | .50              | Per print (if available) plus<br>postage if mailed                                       |          |          |
| Cost of Locating                  |                 | Actual Co        | Applies if over \$50.00  |          |          |
| Pool Rates:                       |                 |                  |  |          |          |
| Res. Individual w/lessons         |                 | 63.00            |  |          | 2011     |
| Res. Family w/lessons             |                 | 110.00           |  |          | 2011     |
| Res. Individual w/o lessons       |                 | 47.00            |  |          | 2011     |
| Res. Family w/o lessons           |                 | 88.00            |  |          | 2011     |
| Res. Daily Swim Pass              |                 | 5.00             |  |          | 2009     |
| Res. Child Swim Lesson            |                 | 30.00            | Per session  |          | 2009     |
| Non-Res. Individual<br>w/lessons  |                 | 78.00            |  |          | 2011     |
| Non-Res. Family w/lessons         |                 | 142.00           |  |          | 2011     |
| Non-Res. Individ. w/o lessons     |                 | 63.00            |  |          | 2011     |
| Non-Res. Family w/o lessons       |                 | 110.00           |  |          | 2011     |
| Non-Res. Daily Pass               |                 | 6.50             |  |          | 2009     |
| Non-Res. Swim Lessons             |                 | 40.00            | Per session  |          | 2009     |
| Group Swim Rate (20 or<br>more)   |                 | 4.00             |  |          | 2009     |
| Seniors                           |                 | Free             |  |          |          |
| Portable Amusements               |                 | 1000.00          | Annually   | 16.08    | 2010     |
| Prelim Breath Test PBT (Police)   |                 | 10.00            | Per service  |          | 2013     |
| Privilege Agreement               |                 | Up to<br>\$5,000 | Up to \$5,000 maximum/annually   |          | 2014     |
| Public Hearing Fee                |                 | 225.00           |  |          | 2007     |
| Rezoning Request                  |                 | 300.00           | Plus Public Hearing Fee  |          | 2010     |
| Room Tax Permit                   |                 | 275.00           | Each site  | 4.10(4)  | 2010     |
| Saddle Horses (Riding Stable)     |                 | 200.00           | Annually   | 16.01(2) | 2009     |
| Per horse                         |                 | 25.00            | Annually   |          | 2009     |
| Sidewalk Use Fee                  | 2.50-5.00 sq.ft |                  | Fee depends on location  |          |          |
| Sign Permit Fee:                  |                 |                  |  | 22.07(2) |          |

|                                    |  |         |                             |             |      |
|------------------------------------|--|---------|-----------------------------|-------------|------|
| Signs Under Projection Structure   |  | 15.00   | Per sign face               |             | 2011 |
| Directional Signs                  |  | 50.00   | Per sign face               |             | 2011 |
| Signs in Industrial Park           |  | 50.00   | Per sign face               |             | 2011 |
| All Other Signs                    |  | 125.00  | Per sign face               |             | 2010 |
| Inspection Fee                     |  | 15.00   | Per sign face               | 22.08       | 2010 |
| Site Plan Review                   |  | 300.00  | Plus Public Hearing Fee     | 19.391      | 2010 |
| Snow Removal-Sidewalks             |  | 105.00  | Per hour                    | 5.04(4)(b)  | 2010 |
| Special Assessment Letter          |  | 60.00   | Per Parcel                  |             | 2009 |
| Special Events/Parade Permit       |  | 160.00  |                             | 24.11       | 2010 |
| Subdivision Fee (1-39 sites):      |  |         |                             |             |      |
| Preliminary Plat                   |  | 130.00  | Double fee for 40+ sites    | 21.10(2)    | 2010 |
| Improvement Review                 |  | 65.00   | Double fee for 40+ sites    |             | 2010 |
| Inspection                         |  | 65.00   | Double fee for 40+ sites    |             | 2010 |
| Final Plat                         |  | 130.00  | Double fee for 40+ sites    |             | 2010 |
| Engineer Inspection                |  | Cost    | \$60 minimum                |             |      |
| Tavern Operator-Bartender License: |  |         |                             |             |      |
| Regular                            |  | 60.00   | 2-year licensing period     | 16.12(5)(a) | 2009 |
| Provisional                        |  | 10.00   | Valid for 60 days           | 16.12(5)(b) |      |
| Temporary                          |  | 10.00   | Per event, limit 2 per year | 16.12(5)(c) | 2008 |
| Tax Bills for Mortgage Co.         |  | 2.00    | Per parcel                  |             | 2013 |
| Taxicab Service License:           |  | 150.00  | Annually                    | 16.21(5)    | 2014 |
| First Vehicle                      |  | 50.00   | Annually                    | 16.21(5)    | 2011 |
| Each Additional Vehicle            |  | 25.00   | Annually                    | 16.21(5)    | 2010 |
| Taxicab Driver's License           |  | 30.00   | Annually                    | 16.21(5)    | 2011 |
| Timeshare Unit Fee                 |  | 1000.00 | Per room annually           |             | 2007 |
| Traffic Control – Police Dept      |  | \$70    | Without squad car           |             | 2014 |
| Traffic Control – Police Dept      |  | \$100   | With squad car              |             | 2014 |
| Vacate of Public Way               |  | 300.00  | Plus Public Hearing Fee     | ss. 66.1003 | 2010 |
| Variance                           |  | 300.00  | Plus Public Hearing Fee     | 19.491      | 2010 |
| Well Permit                        |  | 300.00  | Annually                    | 7.08(2)     | 2010 |
| WoZhaWa Vendor Permit              |  | 750.00  | Annually                    | 16.22       | 2007 |

- Updated 06/14/14 by Res. No. 4084
- Updated 08/19/13 by Res. No. 4001
- Updated 12/17/12 by Res. No. 3949
- Updated 10/15/12 by Res. No. 3933
- Updated 07/18/11 by Res. No. 3792
- Updated 04/19/11 by Res. No. 3758
- Updated 09/20/10 by Res. No. 3705
- Updated 07/19/10 by Res. No. 3690
- Updated 04/20/10 by Res. No. 3669
- Updated 07/20/09 by Res. No. 3605
- Updated 11/17/08 by Res. No. 3537

**LOCAL GOVERNMENT PROPERTY INSURANCE FUND**  
**2801 Crossroads Drive, Suite 2200**  
**Madison, WI 53718**  
**PHONE: 877-229-0009**  
**FAX: 877-832-0122**

**WITHDRAWAL FROM THE LOCAL GOVERNMENT PROPERTY INSURANCE FUND**

INSTRUCTIONS: Pursuant to the requirements of s.605.21(3) Wisconsin Statutes, provide certified notice to the Local Government Property Insurance Fund that by a majority vote, your Board or Council elected to withdraw from the Fund. **Withdrawal date cannot be prior to the date action was taken.** Send completed notice to above address.

| Policyholder Name       | Cancel Effective Date | Policy # |
|-------------------------|-----------------------|----------|
| City of Wisconsin Dells | 09-22-2015            | 140787   |

As Clerk, I certify that by a majority vote, the above-named local governmental unit's Board/Council voted to withdraw from the Local Government Property Insurance Fund. This action was taken at the September / 21 / 2015 meeting.  
Month Day Year

|                               |                    |      |
|-------------------------------|--------------------|------|
| Nancy R. Holzem               |                    |      |
| Name of Clerk (Type or Print) | Signature of Clerk | Date |

STATE OF WISCONSIN/OFFICE OF THE COMMISSIONER OF INSURANCE  
**LOCAL GOVERNMENT PROPERTY INSURANCE FUND**

2801 Crossroads Drive, Suite 2200, Madison, WI 53718 -- (877) 229-0009

**PREMIUM NOTICE**  
**Policy Renewal**

**Policy #:** 140787

**Named** City of Wisconsin Dells  
**Insured** Nancy R. Holzem  
300 La Crosse Street  
PO Box 655  
Wisconsin Dells, WI 53965

**Phone** (608) 254-2012

**Invoice#:** 29186

**Policy Term:** 12:01am 7/1/2015 to 7/1/2016

**Billing Period:** 12:01am 7/1/2015 to 7/1/2016

**Due Date:** 8/30/2015

**Pay This Amount:** \$47,381

| Recent premium account information                | Transaction Date | Effective Date | Amount   |
|---|------------------|----------------|----------|
| Policy Renewal(Billed to City of Wisconsin Dells) | 6/5/2015         | 7/1/2015       | \$47,381 |

*Terms - 60 days from the effective date of this policy or billing date, whichever is later, the premium becomes past due and is subject to collection as provided by Sec 605.21(2)(b) of the Wisconsin Statutes.*

Remove at perforation and return bottom portion.

Dec #: 26413

Printed: 6/26/2015 12:29:06 PM

**Policy #:** 140787

**Invoice #:** 29186

**Return To:** Local Government Property Insurance Fund  
Drawer 976  
Milwaukee WI 53293-0976

**Policy Term:** 12:01am 7/1/2015 to 7/1/2016

**Billing Period:** 12:01am 7/1/2015 to 7/1/2016

**Due Date:** 8/30/2015

**Billed:** City of Wisconsin Dells  
Nancy R. Holzem  
300 La Crosse Street  
PO Box 655  
Wisconsin Dells, WI 53965

**Pay This Amount::** \$47,381

**Amount Enclosed:** 47,381.00

Please return this portion of notice with payment.

Dec #: 26413

Printed: 6/26/2015 12:29:06 PM



**MUNICIPAL PROPERTY INSURANCE COMPANY**  
 2801 Crossroads Drive, Suite 2200, Madison, WI 53718 -- (800) 968-4670

**NEW POLICY – Policy Quotation: 211**

**Policy:**  
**Term:** 12:01am 10/1/2015 to 10/1/2016

**Agent:**

**Named Insured:** City of Wisconsin Dells  
 Nancy R. Holzem  
 300 La Crosse Street  
 PO Box 655  
 Wisconsin Dells, WI 53965

**Phone:** (608) 254-2012  
**County:**

| Coverage  | Deductible | Coverage   | Rate  | Annual Premium  |
|---|------------|------------|-------|-----------------|
| Buildings, Personal Property & Property in the Open | 2,500      | 40,153,812 | 0.075 | 30,115          |
| Contractors Equipment (Replacement Cost)            | 500        | 1,382,609  | 0.179 | 2,475           |
| Monies and Securities                               | 500        | 85,000     | 0.829 | 705             |
| Pier And Wharf Additional Covered Causes of Loss    | 500        | 178,500    | 0.052 | 93              |
| <b>Total Annual Premium</b>                         |            |            |       | <b>\$33,388</b> |

**Comments**

This quote is your estimated new policy premium amount with coverages and coverage amounts as shown.

**This quote becomes null and void within 30 days of transaction effective date.**

**460 Pioneer Drive  
Affordable Housing  
Development Agreement**

**(City of Wisconsin Dells – Mirus Partners, Inc. and Mirus Wisconsin Dells, LLC)**

This Agreement is by and between the City of Wisconsin (the “City”) and Mirus Partners, Inc. (“Mirus”), and Mirus Wisconsin Dells, LLC (the “Owner”).

**RECITALS**

A. The City is a municipal corporation organized under the laws of the State of Wisconsin with its principal place of business located at:

300 LaCrosse Street  
Wisconsin Dells, Wisconsin 53965

B. Mirus is a Wisconsin corporation organized under Wis. Stat. Chap. 180 with its principal place of business located at:

7447 University Avenue, Suite 210  
Middleton, WI 53562

Owner is a Wisconsin limited liability company organized under Wis. Stat. Chap. 183 with its principal place of business located at:

7447 University Avenue, Suite 210  
Middleton, WI 53562

C. The property which is the subject matter of this Agreement is located at 460 Pioneer Drive, Wisconsin Dells, Wisconsin 53965; and, legally described as follows (the “Property”):

**See Exhibit A**

D. The Property is located in Tax Incremental District Two (2) (TID 2) created by the City pursuant to Wis. Stat. § 66.1105 and Common Council Resolution No.

          [City to confirm]          , dated November 20, 2000. The Common Council

of the City adopted City of Wisconsin Dells Tax Incremental Finance District #2 Project Plan, dated September, 2000, Project #850001, which was subsequently supplemented by City of Wisconsin Dells, Wisconsin Amendment of Tax Increment Finance District #2 Blight District Project Plan, dated July 31, 2006 (the "Project Plan").

- E. Owner proposes to purchase the Property and to construct and develop a 72-unit housing project, of which 61 units will be income restricted for qualified residents, with related amenities and appurtenances (the "Project").
- F. Owner has been awarded Low Income Housing Tax Credits in the annual amount of \$723,750.00 from Wisconsin Housing and Economic Development Authority (WHEDA).
- G. Owner requires additional public financial support for the Project in the form of tax incremental financing which the City is prepared to provide pursuant to this Agreement.

### **AGREEMENT**

- 1. Representations of the City.
  - A. Execution of this Agreement has been duly authorized.
  - B. There are no actions, suits or other legal proceedings pending or threatened that would prevent, hinder or limit the City's ability to perform its obligations under this Agreement.
  - C. There are no park or developer or other fees that Owner will be required to pay related to this project; except, NONE.

- D. The City's contribution to Mirus pursuant to this Agreement will assist the redevelopment of areas in which the City and its Community Development Authority are authorized to act.
2. Representations of Owner and Mirus.
- A. Owner is a limited liability company, organized under the laws of the state of Wisconsin and validly existing. Mirus is a corporation organized under the laws of the state of Wisconsin and validly existing.
- B. This Agreement and all other documents required to be executed and delivered by Owner and Mirus have been and will be duly and validly authorized, executed and delivered by Owner and Mirus and enforceable against them, as applicable, in accordance with their terms.
- C. The execution and delivery of this Agreement and the completion of the transactions contemplated in this Agreement and the execution and delivery of documents required to be executed, delivered and acknowledged by Owner and Mirus will not violate any provisions of the Articles of Incorporation or Bylaws of Mirus, the Articles of Organization and Operating Agreement of Owner, or any other contract agreement, court order or decree to which Mirus or Owner may be subject.
3. Obligations of the City.
- A. Provide to Mirus a development incentive assistance grant from TID 2 funds in the amount of \$715,000.00 (the "Grant").
- B. The Grant funds shall be payable to Mirus as follows:

\$357,500.00 upon acquisition of the Property; \$250,250 on or after March 1, 2016, and \$107,250.00 upon issuance of the final certificate of occupancy permit for the Project. With each draw, Owner shall submit a standard form of draw request to the City identifying the disbursements to be made and the source(s) of Funds (and the respective amount from each source) to be applied in making each disbursement.

- C. Re-Zone the Property consistent with the intended purpose and scope of the Project, and approve the Project as provided by applicable City ordinance, including zoning and land use.

4. Obligations of Mirus.

- A. Mirus shall loan the proceeds of the Grant to the Owner for use in the development and construction of the Project (the "TIF Loan"). The TIF Loan shall be evidenced by a Promissory Note (the "Owner Note") made by Owner in favor of Mirus and shall be secured by a subordinate Mortgage on the Property (the "Mortgage").
- B. Mirus shall execute and deliver a collateral assignment of the Owner Note and Mortgage to the City as security for Mirus and Owner's obligations under this Agreement pursuant (the "Collateral Assignment").

5. Obligations of Owner.

- A. Acquire the Property.
- B. Construct the Project on the Property with a start date of no later than December 31, 2015, with substantial completion by December 31, 2016. The Project to be constructed in accordance with plan specifications

approved by the City (the “Plan Approvals”). In connection with the Plan Approvals, Owner shall comply with the conditions set forth on the attached **Exhibit B**.

- C. The Project cost shall be approximately \$11,700,000, with an initial assessment for real estate taxes of approximately \$2,900,000.00 dollars.
- D. The Project shall be operated and leased in accordance with the LURA (defined below).
- E. Obtain all necessary zoning approvals, licenses and permits for the Project.
- F. Maintain all of the improvements on the Property in accordance with all local, state and federal codes and regulations.
- G. Comply with all WHEDA requirements with respect to the LIHTCs, including but not limited to the requirement that Owner enter into a Land Use Restriction Agreement (“LURA”) consisting of a recorded restrictive covenant requiring Owner to comply with the eligibility requirements for a total of 30 years, except as otherwise provided therein.
- H. Owner shall comply with WHEDA maximum family income and rent limits in effect from time to time as determined by WHEDA.
- I. Grant the City or its designee access for inspection during construction.
- J. Annually provide audited financial statements for the last three (3) fiscal years.
- K. Comply with all nondiscrimination rules, regulations and statutes that apply to the Project.

L. Pay, when due, all real estate taxes, special assessments, special charges, utility charges, or other municipal obligations levied against or pertaining to the Property. Nothing in this Section 4(L) shall be deemed a waiver of the Owner's rights to contest the validity or amount of any such tax, assessment or fee by any lawful procedure.

5. Tax Revenue Guarantee.

A. Owner and the City intend that commencing in the year 2017 (for taxes payable in 2018), the property tax assessment for the Project shall be such that the real and personal property taxes payable with respect to the Project shall not be below \$65,000 for any year during the life of TID2 (which expires in 2027). Owner waives the right to appeal from a property tax assessment which provides for real and personal property taxes equal to \$65,000 in any year and agrees that any such assessment has been determined on a reasonable basis, provided, however that the foregoing shall not constitute a waiver of any rights to appeal from assessments resulting in real and property taxes for the Project that exceed \$65,000, it being acknowledged and agreed that the Project will be assessed according to State of Wisconsin methodology for multi-family residential use real and personal property, taking into account 70.32(1g) Wis. Stats.

B. In the event that the real and personal property taxes for a particular year are less than \$65,000.00, then Owner shall pay to the City for that year an

amount which, when added to the actual real and personal property taxes paid, equals \$65,000.00 (such payment being a “Shortfall Payment”).

B. If, as of September 30<sup>th</sup>, the City has not received \$65,000 of real and personal property taxes in any tax collection year (defined below), then the Owner shall make the Shortfall Payment within fifteen (15) days of the City’s written demand therefor. The “tax collection year” shall mean the year following the year of levy, for example for the taxes attributable to the year 2017, the tax collection year shall be 2018. Interest at the rate of 8% shall accrue on an annual basis and shall be due and payable by Owner to the City from the date on which any Shortfall Payment is due until such payment is actually received by the City.

C. Any Shortfall Payment due the City shall be secured by the Collateral Assignment.

6. Term. The Term of this Agreement shall be for a period commencing upon the date of execution of this Agreement and expiring on the expiration of the term of existence of the TID 2.

7. Notices. Any notices provided for in this Agreement or other documents contemplated herein shall be provided to Mirus, Owner and to the City by United States mail or other courier service to the following addresses, or transmitted by electronic transmission to the following e-mail addresses:

Owner :           Mirus Wisconsin Dells, LLC  
                      7447 University Avenue, Suite 210  
                      Middleton, Wisconsin 53562

w/copy to:       Movin’ Out, Inc.  
                      Attn: Executive Director

206 E Olin Ave.  
Madison WI 53713-1434

w/copy to: Owner's Investor Member  
WNC Housing, LLC  
c/o WNC & Associates, Inc.  
17782 Sky Park Circle  
Irvine, California 92614-6404  
Attn: Michael J. Gaber

w/ copy to any identified Mortgage Lender at the address provided.

Mirus: Mirus Partners, Inc.  
7447 University Avenue, Suite 210  
Middleton, Wisconsin 53562

City: City Clerk  
300 LaCrosse Street  
Wisconsin Dells, Wisconsin 53965

8. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin. Venue for any dispute shall be the Circuit Court for Sauk County.
9. Counterparts. This Agreement may be executed in counterparts.
10. Abridgement. The parties agree to enter into a memorandum of this Agreement which will be recorded at the Register of Deeds for Sauk County.
11. Relationship with Parties. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture or other association between the City, Owner and Mirus.
12. Severability. In the event that one or more provisions of this Agreement shall be declared to be invalid, illegal or unenforceable in any respect, unless such invalidity, illegality or unenforceability shall be tantamount to a failure of

consideration, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be at all affected or impaired thereby.

13. Assignment or Transfer by Owner. During the life of TID 2, Owner may not sell or transfer the Property to any third party that is exempt from real estate taxes. Any sale or transfer of the Property to any third party prior to completion of the Project shall require the consent of the City, which consent will not be unreasonably denied. Notwithstanding the foregoing, City consent shall not be required for (i) any sale, assignment, conveyance or transfer undertaken by the Mortgage Lender (as hereinafter defined) or its nominee or designee pursuant to foreclosure proceedings, (ii) any sale, assignment, conveyance or transfer to Mortgage Lender or its designee or nominee in lieu of foreclosure or (iii) any sale, assignment, conveyance or transfer by Mortgage Lender or its nominee or designee after acquisition of title pursuant to either (i) or (ii) of this sentence; or (iii) a sale or transfer to Movin' Out, Inc. or Mirus; or (iv) a sale or transfer to the Owner's Investor Member, or the transfer of membership interests in Owner to the Investor Member. For purposes hereof, the term "Mortgage Lender" means the commercial lender holding a first mortgage lien on the Property, and all improvements located thereon, which mortgage secures payment of a loan from such lender to the Developer to finance the cost of construction of the Project. Any assignment by Owner of its rights under this Development Agreement shall require the approval of the City, provided however that Owner shall have the right to collaterally

assign its rights hereunder to a Mortgage Lender in connection with the construction financing for the Project.

14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their successors in interest.
15. Obligations of Owner and Mirus. Notwithstanding anything contained herein to the contrary, Owner and Mirus' obligations hereunder are contingent upon Owner acquiring the Property. In the event that Owner does not acquire the Property prior to December 31, 2105, Owner and Mirus shall have the right to terminate this Agreement.

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

DRAFT

**CITY OF WISCONSIN DELLS**

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

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

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

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

**MIRUS WISCONSIN DELLS, LLC**

By: MWD Managing Member, LLC

Its: Managing Member

By: Mirus Holdings, LLC

Its: Authorized Member

By: Mirus Partners, Inc.

Its: Manager

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

By: \_\_\_\_\_  
Christopher Jaye, President

**MIRUS PARTNERS, INC.**

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

By: \_\_\_\_\_  
Christopher Jaye, President

**EXHIBIT A**

**LEGAL DESCRIPTION**

**[To be inserted up on recording of final CSM]**

DRAFT

## **EXHIBIT B**

### **Plan Approval Conditions**

- 1) Storm water management – In connection with the Project, Owner agrees to construct storm water management facilities in accordance with plans approved by the City and to maintain such facilities in accordance with all applicable, laws, codes, ordinances and regulations.
- 2) Garbage collection – Owner is responsible for paying a standard commercial garbage collection fee to the City. Owner agrees the City is not responsible for damage to their drive aisle attributable to the weight and frequency of the garbage truck traffic. The foregoing shall not relieve the City from liability for any damage done to improvement on the Property due to the negligence or willful misconduct of the City and its employees in garbage collection.
- 3) Fire Lanes – Owner is responsible for keeping the drive aisle/fire lane clear from permanent obstructions. To the extent that the City incurs costs in removing vehicles or other obstructions from the drive aisle, such costs shall be billed to the Owner.
- 4) Refuse – Owner shall be responsible for keeping the Property free from refuse that could pose a danger to human health and safety (such as refrigerator, TVs, or other glass items). To the extent that the City incurs costs in removing such dangerous objects from the Property, such costs shall be billed to the Owner.
- 5) Property Management – Owner shall provide the City with contact information for the property management that is responsible for maintenance of the Project. Copies of any notices to cure will be sent to Owner and to the Property Management contact.

