



## Wisconsin Dells BID Committee - Meeting Agenda

Wednesday, July 22, 2015 at 8:30AM

Wisconsin Dells Municipal Building - Council Chambers

---

- |  |                        |
|--|------------------------|
| 1. Call to Order   |                        |
| 2. Approval of the July 8, 2015 Meeting Minutes (attached) |                        |
| 3. 2015 YTD Budget Update                                  | Karen Terry, Treasurer |
| 4. 2016 Budget Timeline                                    | Karen Terry/All        |
| 5. Parking Board Report                                    | Ald. Ed Fox            |
| 6. RiverWalk Update  | Chris Tollaksen        |
| 7. Bavarian Village Restroom Agreement (attached)          | Kelli Trumble/All      |
| 8. Chair Updates & Discussion                              | Kelli Trumble          |
| a. Zebra Dog Dynamic Environment Design                    | Dan Gavinski           |
| b. Wine Walk   | Mark Sweet             |
| 9. Items for Next Meeting                                  | All                    |
| 10. Adjournment  |                        |

### Upcoming meetings:

- Wednesday, August 5, 2015 - 8:30 - 10 a.m.
- Wednesday, August 19, 2015 - 8:30 - 10 a.m.

Kelli Trumble, Chairperson

Posted & Distributed: 07/17/2015

**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  
July 8, 2015**

**Attending: Kelli Trumble; chairwoman  
Kevin Ricks; BID  
Jesse DeFosse; BID  
Dan Gavinski; BID  
Justin Draper; BID  
Mark Sweet; BID  
Chris Tollaksen; Public Works**

**Lisa Beck; Visitors Bureau  
Jim Decker  
Adam Makowski  
Nick Laskaris  
Brian Holzem  
Ed Legge; Dells Events**

**Meeting called to order by Chairwoman Kelli Trumble.  
Motion made by Kevin Ricks to approve June 24 minutes. Second by Jesse DeFosse.  
Approved.**

**WORKFORCE HOUSING IN C-2 DISTRICT:**

**Item 7 in the Revitalization Plan recommended the creation of a downtown overlay district. The C-2 Wisconsin Dells district extends to Highway 13/16 intersection on the east and the Wisconsin River bridge on the west end. It also extends one block north and south of Broadway going east for a number of blocks. C-2 goes beyond the Revitalization plans' recommendation on the district size. The discussion points were made about the location of student workforce housing in the C-2 district.**

**Chris Tollaksen: Ordinances generally permit four people living in a motel room or apartment being rented for seasonal housing. A city permit would need approval to go beyond that limit. Motels are permitted to use rooms for their own student employees at present time. There is a shortage of adequate student workforce housing in Wisconsin Dells. Some discussion has taken place about workforce housing close to downtown on the west side of the Wisconsin River. The City Planning Commission has been discussing workforce housing locations with more of a focus on residential area impact. BID would be looking at the issue with a focus on downtown economic impact. The Planning Commission will continue discussions with the goal to update standards for workforce housing units.**

**Brian Holzem: Having the ability to provide housing for the workforce is a definite incentive to lure and retain employees. He would not like to see ordinances become more restrictive or an outright ban. Many second story locations downtown are no longer being utilized as rental units.**

**Jesse DeFosse: The Revitalization Plan notes that a vital downtown is one where people live downtown and take part in the downtown community.**

**Dan Gavinski: The city needs to be more proactive towards the deteriorating condition of the Kilbourn Inn Motel.**

**Justin Draper:** Many of the second story units in downtown buildings would find numerous code and structural issues, restricting usage possibilities.

**Nick Laskaris:** Wherever possible, employer owned workforce housing should be encouraged and not restricted. Second floor usage should be encouraged as should motel conversions to workforce housing to alleviate the shortage of living quarters.

**Kelli Trumble:** The housing issue emphasis needs to be on the productive use of limited space which will generate Premier Resort tax (PRT) revenue. Workforce housing will not do that. The issue is not one of banning housing which is needed, but rather where units should be located and to be sure prime locations produce prime (PRT) revenues.

**Jesse DeFosse:** We should try to protect to maintain small motels to be used as motels instead of promoting conversion to workforce housing.

The consensus BID opinion was that no one wanted to see redevelopment of the Kilbourn Inn Motel to workforce housing. As redevelopment takes shape, it is considered too important a location to be utilized in that manner.

**2016 DELLS AREA FARMERS MARKET:**

**Lisa Beck** helped develop the DeForest Chamber of Commerce Farmers Market prior to working with the Visitors Bureau. Lisa made the following points:

- 1. There is a lot of competition, especially on Saturdays, in our area. Vendors will travel up to 45 minutes to participate in the right market for them.**
- 2. What do you see a Market accomplishing? Is it geared towards locals or tourists. Is it a quality of life, an economic development or downtown development goal we hope to achieve. Decision on day, times and location should reflect that goal and mission.**
- 3. To make a Dells Market stand out from the others, there needs to be more of an emphasis on the experience. Entertainment, food venues, picnic tables, restroom facilities should all be part of the package.**
- 4. Easy access for both vendors and customers is important.**
- 5. Do not allow crafters. The Market will lose focus as one with homemade items.**
- 6. Sponsorships will help grow the Farmers Market and can be utilized in a marketing strategy.**
- 7. Set limits on size and numbers of vendors by product type. A more professional market only permits serious vendors instead of backyard garden types.**
- 8. Seasonal vendors should only be permitted to sell no more than 2 items.**
- 9. Items must be Wisconsin grown and no buy and sell items should be allowed.**
- 10. Very important to hire a Market Manager who will not only manage operations but recruit new vendors and promote to the public.**

**Lisa** felt Bowman Park offers the best location. **Kelli** noted that a Public Market when developed would also provide a great venue.

**JULY 4th CELEBRATION:**

Jesse noted the very large attendance for the Fireworks. Though a few comments were made regarding about the execution of the display, Jesse felt it did not differ from previous years. As other area shows expand, Nick suggested the budget for the downtown show needs to increase. He felt the variety of shows only bring more people to the area. Kevin suggested making more of a day long celebration to keep people downtown longer. He also suggested synchronization of fireworks to music as others do. Another idea attempted on a small informal basis was the launch of Wish Lanterns. Kevin felt this could be greatly expand to the point of selling lanterns to help defray some of the cost of expanded fireworks. Kelli noted that Kevin and Kyler Royston will co-chair this event and come up with 2016 recommendations. Jesse DeFosse's work in helping BID as it took over the operation of the 4th of July Fireworks celebration was noted by Chairwoman Kelli Trumble and his efforts were greatly appreciated.

**RIVER WALK UPDATE:** Chris reported the State is still reviewing the final plan and so there is nothing new to report yet.

**NEXT AGENDA:**

City Attorney Joe Hasler should have the draft of new BID by laws ready for review at an August meeting.

July 22 agenda to include an update on the work Zebra Dog has been doing, an update on discussions being held about the 2016 Wine Walk, River Walk update.

Justin made a motion for adjournment. Second by Dan. Approved.

# CITY OF WISCONSIN DELLS

## Memorandum Agreement

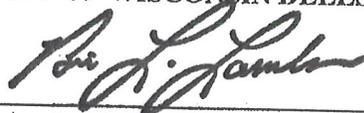
Between: City of Wisconsin Dells and Bud Gussell  
 Re: 2004 Public Restrooms Agreement (copy attached)  
 Dated: May 21, 2012

The parties agree as follows:

1. The Agreement shall terminate September 30, 2013.
2. For the balance of the term of the Agreement, quarterly payments shall be reduced by 25% beginning with the 3<sup>rd</sup> quarter 2012 payment.
3. All other terms of the Agreement remain in full force and effect.

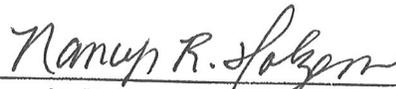
CITY OF WISCONSIN DELLS

Dated: 6/20, 2012.



Brian L. Landers, Mayor

Dated: 6-20, 2012.



Nancy R. Holzem, City Clerk

Dated: 6-23, 2012.



Bud Gussell

Current quarterly  
payment: \$ 2286

Paid to date: \$ 139,333

## PUBLIC RESTROOMS AGREEMENT

This Agreement is by and between Bud Gussel ("Gussel") and the City of Wisconsin Dells (the "City").

### Recitals:

A. Gussel owns the following described real estate in the City of Wisconsin Dells, Columbia County, Wisconsin:

LOT 1 and 1/2 of LOT 2 -- Block 65 -- Original Plat.

("the subject premises").

Street address: 436 Broadway, Wisconsin Dells, Wisconsin

- B. Gussel has caused to have constructed on the subject premises a commercial building known as Bavarian Village which will house a number of retail businesses.
- C. Pursuant to state law, Bavarian Village would be required to provide a certain minimum number of bathroom fixtures in restrooms at the subject premises.
- D. Gussel has agreed to provide additional bathroom fixtures and to make the restrooms at Bavarian Village open to the general public.
- E. In consideration for Gussel increasing the size and capacity of the Bavarian Village restrooms and making them open to the general public, the City has agreed to contribute to the costs incurred by Gussel to construct and maintain the Bavarian Village restrooms.
- F. This Agreement sets forth the parties' respective undertakings with respect to the Bavarian Village restrooms.

### AGREEMENT

1. Public Restroom Facilities. The restrooms at the Bavarian Village shall be open to the

general public and shall have the following plumbing fixtures:

a) Men's facilities:

- 2 stalls with toilets;
- 2 urinals
- 1 baby changing station
- 3 sinks with soap dispensers

b) Women's facilities:

- 4 stalls with toilets;
- 1 baby changing station
- 3 sinks with soap dispensers

c) Each facility shall have an appropriate number and assortment of drying equipment; i.e., paper towel dispensers and blow dryers.

2. Hours. The Bavarian Village restrooms shall be open to the general public at all times that any business in the Bavarian Village complex is open to the public for business.
3. Signage. Gussel shall cooperate with the City of the location of signs which provide directions to the public restrooms.
4. ADA. At all times during the term of this Agreement, the public restrooms shall comply with the applicative provisions by the Americans with Disabilities Act.
5. Cleaning.
  - (a) Gussel shall be responsible for maintaining the public restrooms in a clean, sanitary and inviting condition.
  - (b) Every three months, beginning October 1, 2003, the City shall pay to Gussel a sum of money which will contribute to Gussel's cost of maintaining the facilities in a clean, sanitary and inviting condition. The initial contribution shall be \$2,500.00 per quarter year, payable within 21 days of the end of and for the

preceding quarter year. On an annual basis, beginning July 1, 2004, the City's contribution shall be increased by two (2.0%) percent.

- (c) The City may, from time to time, inspect the facilities and direct Gussel to correct any adverse sanitary conditions.
- (d) If the City determines that the public restrooms are not being properly maintained and cleaned, Gussel shall be advised, in writing, of such determination and instructed to remedy the condition.
- (e) If, during the term of this Agreement, Gussel receives three such notices in any calendar year, Gussel shall pay to the City the following: one-half ( $\frac{1}{2}$ ) of the City's contribution to Capital Cost (\$7,000.00); and \$10,000.00.

6. Future Costs. After the Bavarian Village restrooms are constructed and fixtures installed, all costs to repair, maintain and, if necessary, replace, the facilities or fixtures shall be borne by Gussel.
7. Contribution to Capital Cost. The City shall pay to Gussel the sum of \$14,000.00 as a one-time contribution to Gussel's cost to construct the public restrooms. That amount shall be paid on or before October 31, 2003.
8. Term. For a period of ten (10) years, beginning on the date on which an occupancy certificate for the Bavarian Village is issued, Gussel shall keep the Bavarian Village restrooms open to the public. If, after ten (10) years or some extended term of this Agreement, Gussel intends to close the Bavarian Village restrooms to the general public, he shall give the City at least 12-months notice, in writing, of such intent so that the City may identify alternate accommodations for the public.
9. Insurance. Gussel and the City shall have and maintain in full force and effect public liability and property damage insurance with respect to the restroom facilities. Such policies shall name both Gussel and the City as insureds and shall have limits of at least

\$1 million dollars for injury or death to any one person, \$3 million dollars for any incident, and \$100,000.00 with respect to property damage. Upon demand, each party shall provide proof of insurance to the other.

10. Binding Effect. This Agreement shall bind the parties hereto, their heirs, successors and assigns. The City may record a copy of this Agreement.

11. Notices.

a) All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by first-class mail, postage prepaid, return receipt requested, with proper address as indicated below:

To the City: City of Wisconsin Dells  
Post Office Box 655  
Wisconsin Dells, Wisconsin 53965  
Attention: Clerk/Treasurer

To Gussel: Bud Gussel  
505 Cedar  
Wisconsin Dells, Wisconsin 53965

b) Any party may, by written notice to the other party, designate a change of address for the purposes aforesaid.

12. Amendment. 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.

13. Governing Law/Venue. 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.

14. Captions. The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

15. Counterparts. This Agreement may be signed in any number of counterparts with the same

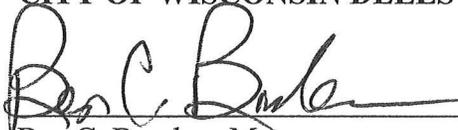
effect as if the signatures thereto and hereto were upon the same instrument.

16. Severability. 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.

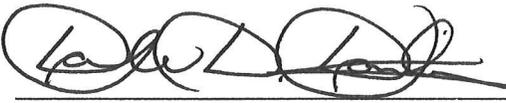
17. City Authorization. The execution of this Agreement was authorized by the Wisconsin Dells Common Council on October 20, 2003.

CITY OF WISCONSIN DELLS

Date: 7/06/04

By:   
Ben C. Borchers, Mayor

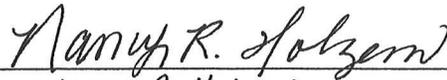
Date: 07-06-04

By:   
Dale Darling, Clerk/Treasurer

ACKNOWLEDGMENT

STATE OF WISCONSIN        )  
  ) ss.  
COUNTY OF Columbia     )

Personally came before me this 6<sup>th</sup> day of July, 2004  
Ben C. Borchers and Dale Darling, to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

  
Name: Nancy R. Holzem  
Notary Public, State of Wisconsin  
My commission expires/is: 11-26-07

Date: 8-2-04

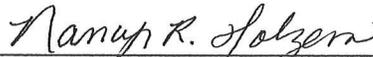
By:

  
Bud Gussel

**ACKNOWLEDGMENT**

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF Columbia     )

Personally came before me this 2<sup>nd</sup> day of August, 2004, Bud Gussel, to me known to be the person who executed the foregoing instrument, and acknowledged the same.

  
Name: Nancy R. Holzem  
Notary Public, State of Wisconsin  
My commission expires/is: 11-26-07

This document drafted by:  
Joseph J. Hasler  
LAROWE, GERLACH & ROY, S.C.  
Post Office Box 231  
Reedsburg, Wisconsin 53959  
608-524-8231

gus915.doc