



Wisconsin Dells BID Committee - Meeting Agenda

Wednesday, October 12, 2016 at 8:30AM

Wisconsin Dells Municipal Building Council Chambers – 300 La Crosse Street – Wisconsin Dells

1. Call to Order
2. Approval of the September 28, 2016 Meeting Minutes (attached)
3. Review and Update 2016/2017 Budgets Karen Terry
4. Discussion/Decision on Gussel Restroom Agreement (attached) All
5. Discussion/Decision on Renewal of Billboard Land Lease Agreements (attached) All
6. Discussion/Recommendation on Mayor's 2017 Budget Proposals Mayor Landers
 - a. Proposal 1 – Create a Business License
 - b. Proposal 3 – Subsidize Salaries from Parking Utility
 - c. Proposal 6 – Create River Arts District
7. Discussion/Decision Café Zone Construction Chris Tollaksen
8. RiverWalk Expansion Update Chris Tollaksen
9. Kilbourn City Live - Event Recap and Outcome Jesse & Kyler
10. Dells on Tap & Autumn Harvest Fest Jenifer Dobbs
11. Downtown Farmers Market Direction All
12. Items for next agenda All
13. Adjournment

The Committee may take action on any of the above listed agenda items.

Upcoming BID Meetings:

- Wednesday, October 26, 2016 at 8:30am
- Wednesday, November 9, 2016 at 8:30am

Kelli Trumble, Chairperson

Posted & Distributed: 10/07/2016

**BID Committee
September 28,2016**

Attending: Kelli Trumble; chairwoman	Brian Holzem
Dan Gavinski; BID	Maria Rosholt
Jesse DeFosse; BID	Jenifer Dobbs; WDVCB
Kevin Ricks; BID	Jeff Morris
Mark Sweet; BID	Jackie Morse
Nancy Holzem; City Clerk	Mayor Brian Landers
Chris Tollaksen; Public Works	Bob Steinweg
John Langhans; MSA	Ed Legge; Dells Events

Meeting called to order by Chairwoman Kelli Trumble.

Motion made by Jesse DeFosse to approve minutes from last meeting with corrected date of September 14. Second by Kevin Ricks. Approved.

KILBOURN CITY LIVE:

Jesse DeFosse lauded the support given by BID and the community for the new festival. Media interest has been high heading into this Saturday's event.

RIVER WALK STROLL:

Kelli reviewed the final schedule for this Saturday's dedication of the vignettes. The tenth vignette will temporarily be positioned near the ninth location for the Stroll as construction continues on the Illinois Avenue bridge. It will be moved to its permanent location at the Illinois Avenue overlook as work is completed. Participants include Mayor Landers, Chris Moore from ZebraDog, Andy Kraushaar from the Wisconsin Historical Society, Elliot Funmaker along with singers from the Ho-Chunk Nation and Dan Soma providing entertainment. A historical re-enactment with H.H. Bennett is also scheduled.

PARKING SUBCOMMITTEE REPORT:

The Police Department plans this Saturday to place the new stickers on all meters and kiosks promoting the dates for free parking (beginning on October 1). As way finding plans are developed, proposals will be offered for effective signage to also promote the free parking season.

2016 WINTER DECOR:

Maria Rosholt of Thompson's Full Bloom presented a proposal for winter plantings on Broadway, Oak Street, Duchess Plaza and the River Walk. Total cost would be \$3010. Mark Sweet suggested consideration be given to having a community Christmas tree in the downtown. It was felt this idea should be considered for next year with thought given to location, lighting and other factors. Dan Gavinski made a motion to accept the Full Bloom proposal for this winter as presented. Second by Kevin Ricks. Approved unanimously.

CAFE ZONE CONSTRUCTION UPDATE:

John Langhans provided examples of the pavers and wall cap covers for final approval by the committee. Benches are being removed during construction on the 200 block. It is the recommendation of MSA and the contractor doing the project that the benches not be reinstalled in the new pavement after construction. Suggest-

ions made in discussion included construction of backless benches and placement of the current benches back to back. Also suggested was mounting the current benches on skids with location placement to be determined. The City will continue to explore all viable alternatives for benches.

Public concerns expressed in discussion included loss of seating, smoothness of the walking surface, and paver color choice relative to showing stains.

After review in natural lighting conditions, Dan Gavinski made a motion that the location of the paver colors be flipped from the original plan. (The larger areas of the zone will be grey pavers and the smaller area in the middle section will be the brown pavers.)

Second by Jesse DeFosse. Approved unanimously.

Committee consensus was to direct the contractor to use the cap cover example with the warmer color palette of the two provided.

RIVER WALK EXPANSION UPDATE:

The main portions of the project should be complete by the end of October. Some detail work may need to be carried over into the spring.

MAYOR 2017 BUDGET PROPOSALS:

Discussion commenced on Mayor Landers first proposal which calls for the establishment of a City Business license. Initial support was expressed for the concept, however the details would need to be discussed further.

The third mayoral proposal which advocates subsidizing a portion of the Police Chief and City Treasurer salaries from the Parking Utility should be examined closer for impact. Proposal Six which calls for the creation of the River Arts District Committee also should be looked at closer for impact on entertainment and festivals.

NEXT AGENDA: OCTOBER 12,2016

Items will include updates on the Cafe Zone and River Walk projects, update on Harvest Fest/ Dells on Tap, more thorough review of the Farmers Market, recap of Kilbourn City Live festival and continued discussion of the Mayor's budget proposals.

Kevin Ricks made a motion for adjournment. Second by Mark Sweet. Approved.

**Public Restroom Agreement
Bavarian Village & Wisconsin Dells BID**

This Agreement is by and between the following parties:

- City of Wisconsin Dells and its Business Improvement District Committee (BID)
- Bavarian Village, LLC (BV)

Recitals

- A. BV owns the "Bavarian Village" commercial premises located at 436 Broadway, Wisconsin Dells.
- B. BV will make available and open to the general public the restrooms on the premises.
- C. BID will compensate BV for the public accommodations pursuant to this agreement.

Agreement

1. The restrooms at 436 Broadway premises shall be open to the general public from October 1, 2016 through September 30, 2017.
2. Every three months, during the term of this agreement, beginning October 1, 2016 BID shall pay to BV \$2,286.00.
3. The payment by BID to BV shall compensate BV for the care, maintenance and cleaning of the restrooms which shall be the sole responsibility of BV.
4. Upon 90 days notice, in writing, BID or BV may terminate this agreement at any time for any reason in its sole discretion.
5. The restrooms shall be open to the general public at all times that they are open to patrons of 436 Broadway

October 3, 2016

6. BV shall cooperate with BID to erect and maintain signs which provide directions to the public restrooms.
7. At all times during the term of this agreement, the public restrooms and access thereto shall comply with the applicable provisions of the Americans with Disabilities Act.
8. BV and BID shall have and maintain in full force and effect public liability and property damage insurance with respect to the use of the restroom facilities. Such policies shall name both BV 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.
13. The execution of this Agreement was authorized by the Wisconsin Dells Common Council on October 17, 2016.

October 3, 2016

BAVARIAN VILLAGE, LLC

Dated: _____, 2016

By: Bernard Gussell, Jr., Member

CITY OF WISCONSIN DELLS

Dated: _____, 2016

Brian Landers, Mayor

Dated: _____, 2016

Nancy Holzem, Clerk

Dated: _____, 2016

Kelli Trumble, Business
Improvement District
Committee Chair

**LAND LEASE AGREEMENT
BETWEEN
JIM DOVENBERG AND THE CITY OF WISCONSIN DELLS**

I, **Jim Dovenberg**, agree to lease land to the **City of Wisconsin Dells** for the purpose of displaying a 150 square foot Dells Area Advertising sign.

Term: November 1, 2016 to October 31, 2018

Rent: \$950.00 payable by October 31, 2016
\$1000.00 payable by October 31, 2017

Location: Mile marker 14 on Interstate 90, facing east bound traffic.

Other Terms: Lessee shall be responsible for all maintenance of the structure and shall be given reasonable access to the property to maintain the sign.

If at any time the site shall be wholly or partially obscured or its advertising values be diminished or impaired for other reasons, or should the use of the site for advertising purposes be restricted or prohibited by any lawful government authority, or highway relocation, then and in any of these events lessee shall have the right to cancel this agreement upon giving thirty (30) days written notice to lessor.

Sign, rigging, lattice and any other incidental structure placed or erected upon said premises by lessees remains the exclusive property of said lessees and are to be removed by them upon termination of this lease.

Dated this _____ of October, 2016.

Lessor _____
Jim Dovenberg

Lessee _____
Brian L. Landers, Mayor

**LAND LEASE AGREEMENT
BETWEEN
RICHARD CLACK AND THE CITY OF WISCONSIN DELLS**

I, **Richard Clack**, agree to lease land to the **City of Wisconsin Dells** for the purpose of displaying a 150 square foot Dells Area Advertising sign.

Term: November 1, 2016 to October 31, 2019

Rent: \$750 payable on or before October 31, 2016
\$750 payable on or before October 31, 2017
\$750 payable on or before October 31, 2018

Location: Sec. 7, County of Columbia, State of Wisconsin

Other Terms: Lessee shall be responsible for all maintenance of the structure and shall be given reasonable access to the property to maintain the sign.

If at any time the site shall be wholly or partially obscured or its advertising values be diminished or impaired for other reasons, or should the use of the site for advertising purposes be restricted or prohibited by any lawful government authority, or highway relocation, then and in any of these events lessee shall have the right to cancel this agreement upon giving thirty (30) days written notice to lessor.

Sign, rigging, lattice and any other incidental structure placed or erected upon said premises by lessees remains the exclusive property of said lessees and are to be removed by them upon termination of this lease.

Dated this ____ day of October, 2016.

Lessor _____
Richard Clack

Lessee _____
Brian L. Landers, Mayor