

# CITY OF WISCONSIN DELLS MEETING AGENDA

Meeting Description COMMON COUNCIL MEETING

Date: MONDAY, MARCH 21, 2016 Time: 7:00PM Location: MUNICIPAL BUILDING  
300 LA CROSSE STREET, WISCONSIN DELLS, WI

MAYOR		COUNCIL MEMBERS		
BRIAN L. LANDERS		FIRST DISTRICT	SECOND DISTRICT	THIRD DISTRICT
		Jesse DeFosse	Mike Freel	Ed Fox
		Brian Holzem	Dar Mor	Ed Wojnicz
<b>OPENING</b>				
1	CALL TO ORDER & ROLL CALL			
2	PLEDGE OF ALLEGIANCE			
3	<b>APPROVAL OF CONSENT AGENDA ITEMS:</b> <ul style="list-style-type: none"> <li>a. Approval of the February 8, 2016 Common Council Meeting Minutes</li> <li>b. Schedule of Bills Payable dated March 21, 2016</li> <li>c. Applications for Bartender Licenses</li> <li>d. Application for a Temporary Class B Wine License submitted by Downtown Dells Committee for a wine/food pairing event on Saturday, April 30, 2016</li> <li>e. Application for a Temporary Class B Beer License submitted by Wis. Dells Rotary Club for the Taste of the Dells event June 10-11, 2016.</li> <li>f. Application for a Special Events Permit submitted by the Wis. Dells Cross Country Club for a fundraising run event on August 6, 2016</li> </ul>			
4	<b>COMMITTEE UPDATES BY CHAIRPERSONS:</b> (BID, PARKS & REC, LIBRARY, LEGISLATIVE, PARKING BOARD, PLAN COMMISSION, FINANCE, PUBLIC WORKS, DESIGN REVIEW COMMITTEE & PUBLIC SAFETY)			
<b>AGENDA ITEMS</b>				
5	PUBLIC COMMENT/ CITIZEN APPEARANCES FOR ANY NON-AGENDA ITEM			
6	APPLICATIONS FOR RENEWAL OF TAXICAB SERVICE LICENSES			
<b>RESOLUTIONS</b>				
7	RESOLUTION TO APPROVE AMENDMENT NO. 1 TO MSA CONTRACT FOR RIVER ARTS DISTRICT DESIGN STANDARDS AND SIGN ORDINANCE TECHNICAL ASSISTANCE PROJECT NO. 00085055			
8	RESOLUTION TO APPROVE, ON BEHALF OF THE BUSINESS IMPROVEMENT DISTRICT, SIGN LEASE AGREEMENTS WITH RIVERVIEW BOAT LINES FOR DOWNTOWN SIGNS ON HWY 12 AND HWY 13			
9	RESOLUTION TO APPROVE THE SITE PLAN SUBMITTED BY WILLIAM NEHRING TO CONSTRUCT AND OUTDOOR MAZE AT 2255 WISCONSIN DELLS PARKWAY			
10	RESOLUTION TO APPROVE THE SITE PLAN SUBMITTED BY TIMBAVATI / ANIMAL ENTERTAINMENT TO REMOVE THE REMAINING GO-CARTS AND CONSTRUCT A FENCE AT 2150 WISCONSIN DELLS PARKWAY			
11	RESOLUTION TO APPROVE A CONDITIONAL USE PERMIT TO CHEESECAKE HEAVEN IN ORDER TO OPERATE A FOOD & BEVERAGE CART IN THE HH BENNETT COURTYARD AT 215 BROADWAY			
12	RESOLUTION TO APPROVE THE PURCHASE AND RELATED COSTS TO INSTALL A COLUMBARIUM IN THE SPRING GROVE CEMETERY			



CITY OF WISCONSIN DELLS  
OPERATOR'S (BARTENDER) LICENSE APPLICATION

ITEM 3c

FOR OFFICE USE ONLY

Receipt# 54000  
Amount Paid: \$ 30.00  
License Exp. Date Provisional: \_\_\_\_\_ (not more than 60 days)  
Operators-June 30, 2016 (even year)  
Temporary Period \_\_\_\_\_ (not more than 14 days)  
Council Date Granted: \_\_\_\_\_  
License #: \_\_\_\_\_ Date Issued: \_\_\_\_\_

Police Dept Verification: 2/4/16 BS  
Police Chief: \_\_\_\_\_ Approved: [Signature]  
Denied: \_\_\_\_\_

Please Note:

- You must be 18 years of age or older to apply.
- Answer all questions truthfully and completely. A background record check will be conducted by the Police Dept.
- A Beverage Server Certificate, proof of registration in the class, or proof of having an Operator License within the last two years must accompany all New License Applications.

Application Date 2-2-16

License Applying For:

- New \$60  
 Renewal \$60  
 Provisional \$10  
 Temporary \$10 (Bona Fide Clubs Only)  
 Date(s) Needed (14 day max.): \_\_\_\_\_  
 Limited to one per year. No training course required.

Check the appropriate box that applies to you:

- I have an Operator's License in effect at this time. (Attach proof if not held w/City of Wisconsin Dells)  
 I have held an Operator's License within past 2 years (Attach proof)  
 I have completed the Beverage Server Training Course within past 2 years (Attach Completion Certificate)  
 I am enrolled in the Beverage Server Training Course  
 Class Date and Location: \_\_\_\_\_  
 (After completing the course, bring in your certificate to receive license)  
 I am applying for a Temporary Operator's License

To the Common Council of the City of Wisconsin Dells, Wisconsin:

I hereby apply for a license to serve from the date hereof to June 30, 2016, inclusive, fermented malt beverages and intoxicating liquors, subject to limitations imposed by Secs. 125.04, 125.12, 125.32, 125.68 of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations, federal, state, or local, affecting the sale of such beverages and liquors if a license is granted to me.

PLEASE PRINT

Name Franke Michelle R.  
Home Address P.O. Box 644 Reedsburg, Wi. 53959  
Street City State Zip

Mail License to (if different from Home Address) \_\_\_\_\_  
Street City State Zip

Previous Addresses within the past 10 years  
3501 Pierstorff st. Madison, Wi. 53708

Drivers License # F652-5566-7888-05 State Issued Wisconsin

Phone Number 608-963-1491 Date of Birth 10-28-67 Place of Birth Mauston

Physical Description Sex F Race W Height 5'6" Eye Color: Green Hair Color: BL

License to be used at (Name of Business) Woodside Sports Company

(Continued)

- 1. Have you been convicted of any ~~felony~~ or misdemeanor? Yes  No
- 2. Have you been convicted of any license law or ordinance regulating the sale and/or consumption of fermented malt beverages or intoxicating liquors? Yes  No
- 3. Are there currently any charges, federal, state, or local pending against you? Yes  No
- 4. Do you currently have any outstanding forfeitures owed to the City of Wisconsin Dells? Yes  No

If you answered **yes** to any of the above questions, list the offense convicted of, pending conviction, date of conviction, and state and county of conviction.

<u>Date</u>	<u>Nature of Offense</u>	<u>County</u>	<u>State</u>
3.17.06	Disorderly Conduct	Sauk	Wi.
6.11.02	OWI	Dane	Wi.

STATE OF WISCONSIN

COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application: that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Signature of Applicant: [Handwritten Signature]

Date: Feb 2nd 2016

Subscribed and sworn to before me this 2nd day of FEBRUARY, 2016.

[Handwritten Signature]  
Notary Public

My Commission Expires: 7/10/2016

(SEAL)





- 1. Have you been convicted of any felony or misdemeanor? Yes  No
- 2. Have you been convicted of any license law or ordinance regulating the sale and/or consumption of fermented malt beverages or intoxicating liquors? Yes  No
- 3. Are there currently any charges, federal, state, or local pending against you? Yes  No
- 4. Do you currently have any outstanding forfeitures owed to the City of Wisconsin Dells? Yes  No

If you answered yes to any of the above questions, list the offense convicted of, pending conviction, date of conviction, and state and county of conviction.

<u>Date</u>	<u>Nature of Offense</u>	<u>County</u>	<u>State</u>
6-1-08	OWI 1 <sup>st</sup>	MONROE	WI
"Pending" <del>11-18-16</del>	<sup>not</sup> 11-18-15	OWI 2 <sup>nd</sup> MONROE	WI

STATE OF WISCONSIN

COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application: that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Signature of Applicant: Mcdonoghue Date: 3-11-16

Mcdonoghue

Subscribed and sworn to before me this 11<sup>th</sup> day of March, 2016.

Tammy L Miller  
Notary Public

My Commission Expires: 4-14-18



**Application for Temporary Class "B" / "Class B" Retailer's Li**

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 2/17/2016

Town  Village  City of WISCONSIN DELLS

County of COLUMBIA

The named organization applies for: (check appropriate box(es).)

A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning SAT, APRIL 30 and ending SAT, APRIL 30 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

**1. Organization** (check appropriate box) →

- Bona fide Club
- Church
- Lodge/Society
- Chamber of Commerce or similar Civic or Trade Organization
- Veteran's Organization
- Fair Association

(a) Name DOWNTOWN DELLS COMMITTEE

(b) Address PO BOX 473 WISCONSIN DELLS, WI 53965  
(Street)  Town  Village  City

(c) Date organized Feb 2005

(d) If corporation, give date of incorporation \_\_\_\_\_

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President MARK SWEET PO BOX 473, Wis. Dells WI

Vice President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer MARTIN STEFFES 727 Superior Street Wisconsin Dells WI

(g) Name and address of manager or person in charge of affair: MARK SWEET, JOHN SCHOENHERR, WINE WALK CHAIRPERSON JENIFER DOBBS, WDWCB

**2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:**

(a) Street number 800 block of OAK STREET (between BROADWAY and alley)

(b) Lot N.A. Block 800 block of OAK ST.

(c) Do premises occupy all or part of building? N.A.

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

**3. Name of Event**

Wine Tasting Event

(a) List name of the event WINE WALK SATURDAY

(b) Dates of event SATURDAY, APRIL 30

**DECLARATION**

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer Mark Sweet  
(Signature/date)

DOWNTOWN DELLS COMMITTEE  
(Name of Organization)  
Officer \_\_\_\_\_  
(Signature/date)

Officer \_\_\_\_\_  
(Signature/date)

Officer \_\_\_\_\_  
(Signature/date)

Date Filed with Clerk 2-17-2016

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_

R# 54320 Application for Temporary Class "B" / "Class B" Retailer's Lic

ITEM 3e

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 3-2-16

Town  Village  City of Wisconsin Dells

County of Columbia

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
- A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning \_\_\_\_\_ and ending \_\_\_\_\_ and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →
- Bona fide Club
  - Church
  - Lodge/Society
  - Chamber of Commerce or similar Civic or Trade Organization
  - Veteran's Organization
  - Fair Association

(a) Name Wisconsin Dells Rotary Club

(b) Address Po 55 Wisconsin Dells 53965  
(Street)  Town  Village  City

(c) Date organized 1954

(d) If corporation, give date of incorporation \_\_\_\_\_

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President HAROLD Hilbert W10953 Arbor Valley Rd Lodi WI 53555

Vice President Beverly Strand E9445 Pebble Beach Dr, Wisconsin Dells, WI 53965

Secretary Travis Boker PK, 46 Inland Line Reedsburg, WI 53959

Treasurer Hagdalen Janda N 8439 Pineview Dr, Wisconsin Dells, WI 53965

(g) Name and address of manager or person in charge of affair: Chuck Whitsett  
E9442 Innbrook Lane Wisconsin Dells WI 53965

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number OAK & Broadway Taste of the Dells

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? \_\_\_\_\_

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: All outdoors in a tent

3. Name of Event

(a) List name of the event Taste of the Dells

(b) Dates of event June 10th 2016 June 11th 2016

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer [Signature] 2/19/2016  
(Signature/date)

WISCONSIN DELLS ROTARY CLUB  
(Name of Organization)  
Officer Beverly Strand  
PRES. ELECT (Signature/date)

Officer Hagdalen Janda  
(Signature/date)

Officer Travis Boker 2-18-16  
Secretary (Signature/date)

Date Filed with Clerk 3/2/16

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_

# City of Wisconsin Dells

ITEM 3f

## Application for: SPECIAL EVENTS PERMIT

Application Date: 3-10-14 FEE \$160.00 Receipt No. \_\_\_\_\_  
Name of Applicant: Wisconsin Dells Cross Country Club  
Address of Applicant: 1400 Pine Wisconsin Dells  
Daytime Telephone Number: (608) 432-1952 Email Address: \_\_\_\_\_  
Name & Address of Officers, if Corporation: \_\_\_\_\_

### FOR SPECIAL EVENTS PERMIT:

Date(s) of Event: August 6, 2014  
Type of Event: School Fundraiser  
Location of Event: City pond east of Hwy 14

Number and Types of Participants: 150 adults  
Contact Person: Todd Braun Telephone No: 608 432 1952  
Fireworks: YES or NO  
Beer/Wine Served or Sold: YES or NO (If yes, Temporary Class B Beer/Wine License must be applied for.)

### FOR PARADE/OR RUNNING/WALKING EVENT:

Assembly Area: \_\_\_\_\_  
Starting Time & Estimated Ending Time: \_\_\_\_\_  
Starting Point: \_\_\_\_\_  
Parade/Run Route: \_\_\_\_\_  
Estimated Number of Units/or Runners: \_\_\_\_\_

Tara Anchor

Tara Anchor

3-10-14

Printed Name of Applicant

Signature of Applicant

Date

Subject to compliance with Wisconsin Dells Municipal Code chapter 24

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

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

CITY OF WISCONSIN DELLS  
LICENSE APPLICATION FOR:  
TAXICAB SERVICE LICENSE

ITEM 6

Fee: \$150

(Plus \$50 for first vehicle, \$25 each additional vehicle)

New  Renewal

Date Submitted: 3-4-2016 Amount Paid: \$ 425.00 Receipt No. 54332

Name of Applicant (Last, First, MI): GREGGERSON, KESHIA, M.

Address of Applicant: PO BOX 752 ; WISCONSIN DELLS, WI 53965

Date of Birth: 03/07/89 Daytime Telephone Number: (608)408-9946

Applicant's Drivers License Number: G626-5138-9587-05 State: WI

Business Name: K2G Inc. DBA Wisconsin Dells Taxi Telephone No. (608) 253-7433

Business Address: PO BOX 752 ; WISCONSIN DELLS, WI 53965

Proposed hours of Operation: Sunday - Thursday - 7am - 2:30am  
Friday - Saturday - 7am - 3:30am (OR LATER)

Name of Auto Insurance Carrier: (Attach Proof of Coverage): American Country

Proposed Rate Schedule: 7am - Midnight \$2/person + \$2/mile  
Midnight - close \$3/person + \$3/mile < \$10.00 min. charge >

I hereby certify that the information provided on this application is correct. I understand that failure to provide all required information or falsification of any information shall be grounds for denial or revocation of my license. I acknowledge that I have read Wisconsin Dells Taxicab Ordinance 16.21 and am familiar with all appropriate laws and ordinances pertaining to vehicles for hire. I understand that the Police Department will conduct a criminal history and driving record check and those results may be considered in the licensing process.

Keshia Gregerson  
Signature of Applicant

3-4-2016  
Date

License subject to compliance with Wisconsin Dells Code Section 16.21.

- Background check completed. \_\_\_\_\_
- License Approved: \_\_\_\_\_ License Valid from \_\_\_\_\_, 20\_\_\_\_ through March 31, 20\_\_\_\_  
Conditions (if any): \_\_\_\_\_
- Date Denied: \_\_\_\_\_ Reason(s): \_\_\_\_\_

Note: Incomplete, false, or misleading information on the application form can delay the review process and/or be grounds for denial of permit or license. Rev. 01/14

CITY OF WISCONSIN DELLS  
LICENSE APPLICATION FOR:  
TAXICAB SERVICE LICENSE

Fee: \$150

(Plus \$50 for first vehicle, \$25 each additional vehicle)

New  Renewal

Date Submitted: 3/7/16 Amount Paid: \$250.00 Receipt No. 54348

Name of Applicant (Last, First, MI): COLEMAN MICHAEL R.

Address of Applicant: 1110 RACE ST. WISCONSIN DELLS WI. 53965

Date of Birth: Aug. 5, 1940 Daytime Telephone Number: 608-253-2129

Applicant's Drivers License Number: 5455-5564-0285-07 State: WI.

Business Name: SUREWAY TAXI SERVICE Telephone No. 608-253-2129

Business Address: 1110 RACE ST. WISCONSIN DELLS WI. 53965

Proposed hours of Operation: 24/7

Name of Auto Insurance Carrier: (Attach Proof of Coverage): AMERICAN BUSINESS INS.

Proposed Rate Schedule: EIGHT DOLLARS A PERSON LESS THAN 800 LBS - 1.00  
LOAD OF 5-1 STUDENTS \*7.00 DOLLARS,

LOCAL SERVICES \*3.00, OUTSIDE CITY OF WISCONSIN DELLS - \*2.00 MILE.

I hereby certify that the information provided on this application is correct. I understand that failure to provide all required information or falsification of any information shall be grounds for denial or revocation of my license. I acknowledge that I have read Wisconsin Dells Taxicab Ordinance 16.21 and am familiar with all appropriate laws and ordinances pertaining to vehicles for hire. I understand that the Police Department will conduct a criminal history and driving record check and those results may be considered in the licensing process.



Signature of Applicant

3/29/16  
Date

License subject to compliance with Wisconsin Dells Code Section 16.21.

Background check completed. \_\_\_\_\_

License Approved: \_\_\_\_\_ License Valid from \_\_\_\_\_, 20\_\_\_\_ through March 31, 20\_\_\_\_

Conditions (if any): \_\_\_\_\_

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

CITY OF WISCONSIN DELLS  
LICENSE APPLICATION FOR:  
TAXICAB SERVICE LICENSE

Fee: \$150

(Plus \$50 for first vehicle, \$25 each additional vehicle)

New

Renewal

Date Submitted: 3-1-16 Amount Paid: \$ 350.00 Receipt No. 54249

Name of Applicant (Last, First, MI): RINGDAHL, Jeremy, Steven

Address of Applicant: 227 Canyon Rd #3 Lake Delton, WI 53940

Date of Birth: 2/27/83 Daytime Telephone Number: 608-432-4627

Applicant's Drivers License Number: R 523-4378-3067-09 State: WI

Business Name: A1 Wisconsin Dells Kangaroo Taxi Telephone No. 608-432-4627

Business Address: PO Box 629 Lake Delton, WI 53940

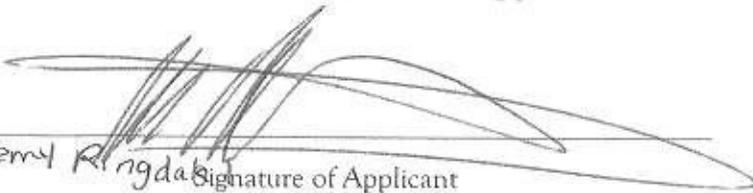
Proposed hours of Operation: 8 AM - 2.30 AM Sun - Thru

8 AM - 3.30 AM Fri & Sat

Name of Auto Insurance Carrier: (Attach Proof of Coverage): Integrity Mutual Insurance

Proposed Rate Schedule: 8am - 12am : \$2 per person / \$2 per mile  
12 01 am - 3 30 am - \$3 per person / \$3 per mile - \$10 mi -  
nimum.

I hereby certify that the information provided on this application is correct. I understand that failure to provide all required information or falsification of any information shall be grounds for denial or revocation of my license. I acknowledge that I have read Wisconsin Dells Taxicab Ordinance 16.21 and am familiar with all appropriate laws and ordinances pertaining to vehicles for hire. I understand that the Police Department will conduct a criminal history and driving record check and those results may be considered in the licensing process.

  
Jeremy Ringdahl  
Signature of Applicant

2-22-16  
Date

License subject to compliance with Wisconsin Dells Code Section 16.21.

Background check completed. \_\_\_\_\_

License Approved: \_\_\_\_\_ License Valid from \_\_\_\_\_, 20 \_\_\_\_\_ through March 31, 20 \_\_\_\_\_

Conditions (if any): \_\_\_\_\_

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

CITY OF WISCONSIN DELLS  
LICENSE APPLICATION FOR:  
TAXICAB SERVICE LICENSE

Fee: \$150

(Plus \$50 for first vehicle, \$25 each additional vehicle)

New  Renewal

Date Submitted: 3-2-2016 Amount Paid: \$ 250.00 Receipt No. 54325

Name of Applicant (Last, First, MI): BOBEANU, CALIN

Address of Applicant: 177 FOREST DR #915, WIS DELLS, WI, 53965

Date of Birth: 09/23/1977 Daytime Telephone Number: 608 432 2401

Applicant's Drivers License Number: R150-1177-7343-00 State: WI

Business Name: PROINVEST LLC DBA CITY TAXI Telephone No. 608-448-1818

Business Address: 177 FOREST DR #915, WIS. DELLS, WI, 53965

Proposed hours of Operation: MON - SUN 8am - 3am

Name of Auto Insurance Carrier: (Attach Proof of Coverage): American Country Insurance Co.

Proposed Rate Schedule: 8am - midnight \$ 1.92/mile, midnight - 3am \$ 2.96/mile  
\$ 2.50 person day/night

I hereby certify that the information provided on this application is correct. I understand that failure to provide all required information or falsification of any information shall be grounds for denial or revocation of my license. I acknowledge that I have read Wisconsin Dells Taxicab Ordinance 16.21 and am familiar with all appropriate laws and ordinances pertaining to vehicles for hire. I understand that the Police Department will conduct a criminal history and driving record check and those results may be considered in the licensing process.

[Signature]  
Signature of Applicant

03-02-16  
Date

License subject to compliance with Wisconsin Dells Code Section 16.21.

- Background check completed. \_\_\_\_\_
- License Approved: \_\_\_\_\_ License Valid from \_\_\_\_\_, 20\_\_\_\_ through March 31, 20\_\_\_\_  
Conditions (if any): \_\_\_\_\_
- Date Denied: \_\_\_\_\_ Reason(s): \_\_\_\_\_

CITY OF WISCONSIN DELLS  
LICENSE APPLICATION FOR:  
TAXICAB SERVICE LICENSE

Fee: \$150

(Plus \$50 for first vehicle, \$25 each additional vehicle)

New  Renewal

Date Submitted: 2/26/16 Amount Paid: \$ 275.00 Receipt No. 54377  
\$5

Name of Applicant (Last, First, MI): Volkey K Larry

Address of Applicant: 918 Capital St. Wisc. Dells, WI 53965

Date of Birth: 9-10-63 Daytime Telephone Number: 608-434-3166

Applicant's Drivers License Number: V420-5316-3330-04 State: WI

Business Name: Dells Cab Telephone No. (608) 434-3166

Business Address: 918 Capital St. Wisc. Dells, WI 53965

Proposed hours of Operation: 7 AM - 3 AM Extended hours as needed

Name of Auto Insurance Carrier: (Attach Proof of Coverage): Gateway Ins. Company

Proposed Rate Schedule: Dells to Dells \$5 1st person \$2 each addtl. persons

Delton to Delton (same) Dells to Delton 2) Delton to Dells \$10 1st

Person \$2 each addtl. persons. Out of city/village limits \$2/person  
plus \$2/mile. \$8 minimum charge.

I hereby certify that the information provided on this application is correct. I understand that failure to provide all required information or falsification of any information shall be grounds for denial or revocation of my license. I acknowledge that I have read Wisconsin Dells Taxicab Ordinance 16.21 and am familiar with all appropriate laws and ordinances pertaining to vehicles for hire. I understand that the Police Department will conduct a criminal history and driving record check and those results may be considered in the licensing process.

Larry K Volkey Jr  
Signature of Applicant

03/07/16  
Date

License subject to compliance with Wisconsin Dells Code Section 16.21.

- Background check completed. \_\_\_\_\_
- License Approved: \_\_\_\_\_ License Valid from \_\_\_\_\_, 20\_\_\_\_ through March 31, 20\_\_\_\_  
Conditions (if any): \_\_\_\_\_
- Date Denied: \_\_\_\_\_ Reason(s): \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

ITEM 7

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the FINANCE COMMITTEE from their March 21, 2016 meeting;

IT APPROVES Amendment No. 1 to MSA Contract 00085055 for River Art District Design and Sign Ordinance Technical Assistance for amended fee of \$27,250.

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

Attest: \_\_\_\_\_  
Nancy R. Holzem, City Clerk

Vote: \_\_\_\_ ayes \_\_\_\_ nays  
Date Introduced: March 21, 2016  
Date Passed:  
Date Published:



**PROFESSIONAL SERVICES**

More ideas. Better solutions.

# Amendment No. 1

**To: City of Wisconsin Dells  
Brian Landers  
300 LaCrosse St.  
Wisconsin Dells, WI 53965**

**Date of Issuance: 1/18/2016**

**MSA Project No.: 00085055**

This is an amendment to the Agreement dated 11-18-2015 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

**Project Name: City of Wisconsin Dells – River Arts District Design Standards and Sign Ordinance Technical Services**

**The project scope has changed due to: Increased sign ordinance efforts beyond our anticipated scope, to include:**

- 2 additional working meeting and associated preparation, coordination, and documents
- Addition of standards for "For Rent", "Supergraphics", and "Shopping Center" signs that are new additions to the ordinance
- Additional revisions and coordination as a result of the above meetings
- Increased complexity of design standards deliverable for signage
- Review of multiple new sign applications vs. proposed standards

**The scope of the work authorized is:**

1. Develop Final Draft of Architectural Design Standards
2. Attend one (1) working meeting for architectural design standards
3. Make final revisions for architectural design standards based on meeting feedback
4. Attend one (1) final review meeting
5. Provide "minor" revisions based on final review meeting
6. Develop final deliverable
7. John Langhans will attend one (1) Council/Legislative/Plan Commission Meeting, if necessary, at no charge to the City.
8. Revise contract format from "Estimated Fee" to "Time and Materials – Not to Exceed"

<b>The schedule to perform the work is:</b>	Approximate Start Date:	per DRC
	Approximate Completion Date:	per DRC

**Original Estimated Fee: \$20,000**

**The amended fee for the work: \$27,250 (Time and Materials – Not to Exceed)**

Authorization for the work described above shall amend the Agreement between MSA and OWNER. Any attachments or exhibits referenced in this Amendment are made part of the Agreement. Payment for these services will be on a time and materials basis.

**Approval:** MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

**CITY OF WISCONSIN DELLS**

**MSA PROFESSIONAL SERVICES, INC.**

\_\_\_\_\_

  
\_\_\_\_\_

Brian Landers

John M. Langhans, P.E.

Mayor

Team Leader

Date: \_\_\_\_\_

Date: 1/18/2016

Attest: City Clerk/Coordinator (WI Only)

1230 South Blvd.

Baraboo, WI 53913

\_\_\_\_\_  
Clerk Name: \_\_\_\_\_

Phone: 608-355-8895

Date: \_\_\_\_\_

jlanghans@msa-ps.com

300 La Crosse St

Wisconsin Dells, WI 53965

RESOLUTION NO. \_\_\_\_\_

ITEM 8

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the PUBLIC WORKS COMMITTEE from their March 21, 2016 meeting;

IT APPROVES the 3-year Sign Lease Agreement with Riverview Boat Lines for two signs on Hwy 12 and Hwy 13 new Hulbert Creek. Funding derived from BID.

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

Attest: \_\_\_\_\_  
Nancy R. Holzem, City Clerk

Vote: \_\_\_\_ ayes \_\_\_\_ nays  
Date Introduced: March 21, 2016  
Date Passed:  
Date Published:

## SIGN LEASE

**THIS AGREEMENT** made and entered into as of the 3<sup>rd</sup> day of February, 2016, between Riverview Boat Line, a Wisconsin corporation, of Wisconsin Dells, Wisconsin, Lessor, and Wisconsin Dells Business Improvement District Committee, Lessee.

### **WITNESSETH:**

**WHEREAS**, Lessor owns a billboard located in Sauk County, Wisconsin, more particularly described below; and

**WHEREAS**, Lessee desires to rent the billboard located on said property and to use the existing billboard or construct a new billboard at Lessee's expense.

**NOW THEREFORE IT IS AGREED** by and between the parties hereto that the Lessor leases to the Lessee said premises.

**TO HAVE AND TO HOLD** said premises and property for a 3 year term beginning April 1, 2016 and ending March 31, 2019, subject to the terms and conditions as hereinafter set forth.

1. **Description of Demised Premises.**

The demised premises ("premises") shall consist of sign number 1911, for northbound traffic on Hwy 12 (south facing) near Hulbert Creek, located in Sauk County, Wisconsin.

2. **Use of Demised Premises.**

a) The use of the demised premises shall be for the purpose of advertising Lessee's attraction known as Downtown Wisconsin Dells/Dells River District/Dells River Arts District and for no other purpose whatsoever without the written consent of Lessor first having been obtained.

b) In addition to the use of the premises as noted above, Lessor grants to Lessee access to the billboard for purposes of installation, maintenance or repair of the billboard, or for any utility used in connection with said billboard. Such access shall be granted over such routes as may be designated by Lessor from time to time.

c) Lessee shall be responsible for re-facing the billboard surface it is leasing herein. Lessee understands and agrees that only vinyl wrap signs will be permitted. Lessee acknowledges that worn and faded vinyl wraps are a blight to the landlord's property as well as unseemly for the lessee. In light of that understanding, should lease extensions continue the lessee's usage of the demised premises, then the lessee will install a new wrap every three years, unless lessor gives permission, in writing, to an extension. All material and equipment used by Lessee in re-facing the billboard on the premises, other than the vinyl

wrap, is the property of Lessor and may be removed by Lessor as provided in paragraph 6 herein.

**3. Save Harmless Clause.**

The Lessee agrees with respect to said billboard to keep and hold the Lessor harmless from and against any and all damages and liability arising from or out of the occupancy, possession, use or maintenance of said billboard and from any loss or damage arising from any fault or negligence of said Lessee.

**4. Rent.**

(a) Lessee covenants and agrees to pay the Lessor, without any deduction or offset whatsoever, as rental for the billboard described above: For the period April 1, 2016 to March 31, 2017 the sum of Five thousand seven hundred and fifty dollars (\$5,750.00), payable on or before April 1, 2016. For the period April 1, 2017 to March 31, 2018 the sum of Five thousand seven hundred and fifty dollars (\$5750.00), payable on or before April 1, 2017. For the period April 1, 2018 to March 31, 2019 the sum of Five thousand seven hundred and fifty dollars (\$5750.00), payable on or before April 1, 2018.

(b) Lessee will pay, in addition, any and all taxes, permits, assessments, licenses, fees, electrical bills and charges of any character which may be levied or assessed against said billboard or the ownership or use thereof during the term of this lease.

**5. Maintenance and Improvements.**

(a) Lessee agrees to keep and maintain the demised premises and billboards in good and substantial order and repair throughout the term of this lease.

(b) Lessee agrees not to erect and on demand to remove signs or display media objectionable to Lessor.

(c) Prior to any painting or installing copy, Lessee agrees to obtain written approval from the Lessor of said copy, which approval shall not be unreasonably withheld.

(d) Lessee understands and agrees that only vinyl wrap signs will be permitted on the premises.

**6. Termination.**

This lease shall terminate on March 31, 2019. If at any time the use of the site for advertising purposes shall be restricted or prohibited by any lawful governmental authority, then in any of these events Lessee shall have the right to cancel this agreement upon giving

five (5) days written notice to Lessor, with Lessor refunding to Lessee pro rata the rent paid in advance.

On termination of this lease for any reason title to the structure shall remain with Lessor as Lessor constructed and is the owner of the sign structures. The vinyl paid by Lessee and attached to the structures shall be removed by Lessee within five (5) days after termination of this lease for any reason; and if it is not removed, the said vinyl shall remain the property of the Lessor. Upon termination at the end of the term, Lessor shall have the right, without notice to the former Lessee, to remove any vinyl sign from the premises.

**7. Assignment or Subletting.**

The Lessee shall not assign, sublet or otherwise convey its rights and privileges under the terms of this lease except with the prior consent of the Lessor.

**8. Subordination.**

This lease shall be subject and subordinate to the lien of any bona fide mortgage hereafter executed by Lessor, covering all or any part of the demised premises and the Lessee agrees to execute and deliver any instrument or instruments requested by the Lessor consenting to any such mortgage placed or to be placed upon the premises and subordinating this lease thereto.

**9. Serving of Notice.**

Any notice required by either party upon the other shall be served by mailing such notices, postage prepaid, addresses as follows:

**LESSOR**

Riverview Boat Line  
Attn: Eric Helland, General Mgr.  
P.O. Box 410  
Wisconsin Dells, WI 53965

**LESSEE**

Wisconsin Dells Business Improvement.  
District Committee  
Attn: Kelli Trumble, Committee Chair  
300 La Crosse St.  
Wisconsin Dells, WI 53965

**10. Waiver.**

No delay or omission in the exercise of any right or remedy of Lessor on any default by Lessee shall impair such a right or remedy or be construed as a waiver.

Lessor's consent to or approval of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent to or approval of any subsequent act by Lessee.

Any waiver by Lessor of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this lease.

**11. Insurance.**

With respect to the sign board on the leased premises, the lessee agrees to provide and keep in force, throughout the term of this lease, a policy of combined single limit bodily injury and property damage insurance insuring the Lessee of not less than \$1,000,000. The Lessor shall be named as an additional insured on said policy and shall receive a certificate of insurance from such Insurance Company as shall be reasonably approved by Lessor. No policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to Lessor.

**12. Assignment.**

Lessee shall not voluntarily assign or encumber its interest in this lease or in the premises, or sublease all or any part of the premises, or allow any other person or entity (except Lessee's authorized representatives) to occupy or use all or any part of the premises, without first obtaining Lessor's consent. Any assignment, encumbrance, or sublease without Lessor's consent shall be voidable and, at Lessor's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph.

**13. No Partnership or Joint Venture.**

Lessor does not, in any way or for any purpose, become a partner of Lessee in the conduct of its business or otherwise for a joint venture or a member of a joint enterprise of Lessee.

**14. Integrated Agreement; Modification.**

This lease contains all the agreements of the parties and cannot be amended or modified except by written agreement.

**15. Guaranty.**

The undersigned guarantors agree to guaranty all the terms and conditions of this lease.

**16. Time of the Essence.**

It is agreed that time shall be of the essence of each provision of this agreement.

**17. Binding Effect.**

This agreement shall be binding on the parties hereto, their personal representatives, heirs, executors, administrators, successors and assigns.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals to be affixed and these presents to be executed as of the day and year above written.

**LESSOR**

RIVERVIEW BOAT LINE



Eric Helland, General Manager

**LESSEE**

Wisconsin Dells Business Improvement  
District Committee



Kelli Trumble, Committee Chair

## SIGN LEASE

**THIS AGREEMENT** made and entered into as of the 3<sup>rd</sup> day of February, 2016 between Riverview Boat Line, a Wisconsin corporation, of Wisconsin Dells, Wisconsin, Lessor, and Wisconsin Dells Business Improvement District Committee, Lessee.

### **WITNESSETH:**

**WHEREAS**, Lessor owns a billboard located in Sauk County, Wisconsin, more particularly described below; and

**WHEREAS**, Lessee desires to rent the billboard located on said property and to use the existing billboard or construct a new billboard at Lessee's expense.

**NOW THEREFORE IT IS AGREED** by and between the parties hereto that the Lessor leases to the Lessee said premises.

**TO HAVE AND TO HOLD** said premises and property for a 3 year term beginning April 1, 2016 and ending March 31, 2019, subject to the terms and conditions as hereinafter set forth.

**1. Description of Demised Premises.**

The demised premises ("premises") shall consist of sign number 2616 for eastbound traffic (west facing) on Hwy 13 near Hulbert Creek, located in Sauk County, Wisconsin.

**2. Use of Demised Premises.**

a) The use of the demised premises shall be for the purpose of advertising Lessee's attraction known as Downtown Wisconsin Dells/Dells River District/Dells River Arts District and for no other purpose whatsoever without the written consent of Lessor first having been obtained.

b) In addition to the use of the premises as noted above, Lessor grants to Lessee access to the billboard for purposes of installation, maintenance or repair of the billboard, or for any utility used in connection with said billboard. Such access shall be granted over such routes as may be designated by Lessor from time to time.

c) Lessee shall be responsible for re-facing the billboard surface it is leasing herein. Lessee understands and agrees that only vinyl wrap signs will be permitted. Lessee acknowledges that worn and faded vinyl wraps are a blight to the landlord's property as well as unseemly for the lessee. In light of that understanding, should lease extensions continue the lessee's usage of the demised premises, then the lessee will install a new wrap every three years, unless lessor gives permission, in writing, to an extension. All material and equipment used by Lessee in re-facing the billboard on the premises, other than the vinyl

wrap, is the property of Lessor and may be removed by Lessor as provided in paragraph 6 herein.

**3. Save Harmless Clause.**

The Lessee agrees with respect to said billboard to keep and hold the Lessor harmless from and against any and all damages and liability arising from or out of the occupancy, possession or use of said billboard and from any loss or damage arising from any fault or negligence of said Lessee.

**4. Rent.**

(a) Lessee covenants and agrees to pay the Lessor, without any deduction or offset whatsoever, as rental for the billboard described above: For the period April 1, 2016 to March 31, 2017 the sum of Five thousand seven hundred and fifty dollars (\$5,750.00), payable on or before April 1, 2016. For the period April 1, 2017 to March 31, 2018 the sum of Five thousand seven hundred and fifty dollars (\$5750.00), payable on or before April 1, 2017. For the period April 1, 2018 to March 31, 2019 the sum of Five thousand seven hundred and fifty dollars (\$5750.00), payable on or before April 1, 2018.

(b) Lessee will pay, in addition, any and all taxes, permits, assessments, licenses, fees, electrical bills and charges of any character which may be levied or assessed against said billboard or the ownership or use thereof during the term of this lease.

**5. Maintenance and Improvements.**

(a) Lessee agrees to keep and maintain the demised premises and billboards in good and substantial order and repair throughout the term of this lease.

(b) Lessee agrees not to erect and on demand to remove signs or display media objectionable to Lessor.

(c) Prior to any painting or installing copy, Lessee agrees to obtain written approval from the Lessor of said copy, which approval shall not be unreasonably withheld.

(d) Lessee understands and agrees that only vinyl wrap signs will be permitted on the premises.

**6. Termination.**

This lease shall terminate on March 31, 2019. If at any time the use of the site for advertising purposes shall be restricted or prohibited by any lawful governmental authority, then in any of these events Lessee shall have the right to cancel this agreement upon giving

five (5) days written notice to Lessor, with Lessor refunding to Lessee pro rata the rent paid in advance.

On termination of this lease for any reason title to the structure shall remain with Lessor as Lessor constructed and is the owner of the sign structures. The vinyl paid by Lessee and attached to the structures shall be removed by Lessee within five (5) days after termination of this lease for any reason; and if it is not removed, the said vinyl shall remain the property of the Lessor. Upon termination at the end of the term, Lessor shall have the right, without notice to the former Lessee, to remove any vinyl sign from the premises.

**7. Assignment or Subletting.**

The Lessee shall not assign, sublet or otherwise convey its rights and privileges under the terms of this lease except with the prior consent of the Lessor.

**8. Subordination.**

This lease shall be subject and subordinate to the lien of any bona fide mortgage hereafter executed by Lessor, covering all or any part of the demised premises and the Lessee agrees to execute and deliver any instrument or instruments requested by the Lessor consenting to any such mortgage placed or to be placed upon the premises and subordinating this lease thereto.

**9. Serving of Notice.**

Any notice required by either party upon the other shall be served by mailing such notices, postage prepaid, addresses as follows:

**LESSOR**  
Riverview Boat Line  
Attn: Eric Helland, General Mgr.  
P.O. Box 410  
Wisconsin Dells, WI 53965

**LESSEE**  
Wisconsin Dells Business Improvement  
District Committee  
Attn: Kelli Trumble, Committee Chair  
300 La Crosse St.  
Wisconsin Dells, WI 53965

**10. Waiver.**

No delay or omission in the exercise of any right or remedy of Lessor on any default by Lessee shall impair such a right or remedy or be construed as a waiver.

Lessor's consent to or approval of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent to or approval of any subsequent act by Lessee.

Any waiver by Lessor of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this lease.

**11. Insurance.**

With respect to the sign board on the leased premises, the lessee agrees to provide and keep in force, throughout the term of this lease, a policy of combined single limit bodily injury and property damage insurance insuring the Lessee of not less than \$1,000,000. The Lessor shall be named as an additional insured on said policy and shall receive a certificate of insurance from such Insurance Company as shall be reasonably approved by Lessor. No policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to Lessor.

**Assignment.**

Lessee shall not voluntarily assign or encumber its interest in this lease or in the premises, or sublease all or any part of the premises, or allow any other person or entity (except Lessee's authorized representatives) to occupy or use all or any part of the premises, without first obtaining Lessor's consent. Any assignment, encumbrance, or sublease without Lessor's consent shall be voidable and, at Lessor's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph.

**12. No Partnership or Joint Venture.**

Lessor does not, in any way or for any purpose, become a partner of Lessee in the conduct of its business or otherwise for a joint venture or a member of a joint enterprise of Lessee.

**13. Integrated Agreement; Modification.**

This lease contains all the agreements of the parties and cannot be amended or modified except by written agreement.

**14. Guaranty.**

The undersigned guarantors agree to guaranty all the terms and conditions of this lease.

15. **Time of the Essence.**

It is agreed that time shall be of the essence of each provision of this agreement.

16. **Binding Effect.**

This agreement shall be binding on the parties hereto, their personal representatives, heirs, executors, administrators, successors and assigns.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals to be affixed and these presents to be executed as of the day and year above written.

**LESSOR**

RIVERVIEW BOAT LINE



Eric Helland, General Manager

**LESSEE**

Wisconsin Dells Business Improvement  
District Committee



Kelli Trumble, Committee Chair

RESOLUTION NO. \_\_\_\_\_

ITEM 9

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the City Plan Commission from their March 9, 2016 meeting;

IT APPROVES the Site Plan application submitted by William Nehring for construction of a maze attraction next to the Lost Temple at 2255 Wisconsin Dells Parkway.

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

Attest:

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

Vote: \_\_\_\_\_ ayes \_\_\_\_\_ nays  
Date Introduced: March 21, 2016  
Date Passed:  
Date Published:

Site Plan Application  
Lost Temple Maze  
Plan Commission, 3/09/16

The City has received a Site Plan Application from William Nehring to construct a Maze attraction next to the Lost Temple located at 2255 Wisconsin Dells Parkway.

Site Plan approval is required for any new commercial building. This will be an open air maze, with no roof.

The new maze is currently planned to have a maximum footprint of 64'x32' and be located next to the pyramid, behind the paved parking lot. The

Customers to the maze will have access to the 4 bathroom stalls in the pyramid attraction, or the 2 bathrooms behind the Haunted house, which are sufficient for at least 390 attraction patrons. The pyramid has a capacity of approximately 75 people, the haunted house approximately 50, and the maze will add another 30. This is a total of 155 attraction patrons. Compensating for the additional bathroom requirement for the outdoor food and beverage services on site, the bathrooms are adequate for 144 patrons. The total capacity of the outdoor food and beverage service is approximately 50 patrons. The total number patrons on site is estimated to be at most 205. There are 72 parking stalls on site, which is adequate for 216 patrons. There is space on the site for additional parking to be installed if necessary.

Chris Tollaksen  
City of Wisconsin Dells

# SITE PLAN APPLICATION

## Wisconsin Dells, Wisconsin

Version: February 27, 2008

**General instructions.** Complete this application as it applies to your project and submit one copy to the zoning administrator along with the required application fee. Before you formally submit your application and fee, you may submit one copy to the zoning administrator who will ensure it is complete. If you have any questions, don't hesitate to contact the zoning administrator at 608-253-2542. You may obtain a digital copy of this form from the zoning administrator.

**- Office Use Only -**

Initial application fee	9300
Receipt number	54331
Application number	4-2016

**1. Applicant information**

Applicant name WILLIAM NEHRING  
 Street address 819 ELM ST.  
 City WI DELLS, WI  
 State and zip code WISCONSIN 53965  
 Daytime telephone number 608-432-8077  
 Fax number, if any \_\_\_\_\_  
 E-mail, if any NEHRINGWILLIAM@YAHOO.COM

**2. Subject property information**

Street address	<u>2255 WI DELLS PARKWAY</u>	
Parcel number		Note: the parcel number can be found on the tax bill for the property or may be obtained from the City.
Current zoning classification(s)		
Describe the current use		

**3. Proposed use.** Describe the proposed use.

OUTSIDE MAZE

**4. Operating conditions.** For non-residential uses, describe anticipated operating conditions (hours of operation, conditions that may affect surrounding properties, etc.)

10 A.M. 10 P.M.

**5. Potential nuisances.** Describe any potential nuisances relating to street access, traffic visibility, parking, loading, exterior storage, exterior lighting, vibration, noise, air pollution, odor, electromagnetic radiation, glare and heat, fire and explosion, toxic or noxious materials, waste materials, drainage, and hazardous materials.

# SITE PLAN APPLICATION

## Wisconsin Dells, Wisconsin

Version: February 27, 2008

6. **Review criteria.** In making its decision, the Plan Commission must consider five factors as listed below. Provide a response to each. (See Section 19.393 of the Municipal Code.)

- a. Consistency of the project with the city's comprehensive plan and neighborhood plan or other subarea plan, if any
- b. Effects of the project on traffic safety and efficiency and pedestrian circulation, both on-site and off-site
- c. Effects of the project on the natural environment
- d. Effects of the project on surrounding properties, including operational considerations relating to hours of operation and creation of potential nuisances
- e. The overall appearance of the project
- f. If the project is a multi-family real estate development (more than 3 dwelling units), does the project meet the following standards:
  1. All setback areas fronting on or visible from an adjacent public street, and all recreation, leisure and open space areas shall be landscaped in accordance with the project plan. Decorative design elements, such as fountains, pools, benches, sculpture, planters, exterior recreational facilities and similar elements may be permitted, providing such elements are incorporated as part of the landscaping plan; and, permanent and automatic irrigation facilities are provided in all planted landscaped area.
  2. Minimum open space is thirty (30%) percent of the net area being developed. The net area shall exclude dedicated or proposed-dedicated public rights-of-way.

**SITE PLAN APPLICATION**  
**Wisconsin Dells, Wisconsin**  
Version: February 27, 2008

3. Common open space areas are designed and located within the project to afford use by all residents of the project. These common areas may include, but are not limited to: game courts or rooms, swimming pools, garden roofs, sauna baths, putting greens, or play lots.
  
4. Active recreation and leisure areas, except those located completely within a structure, used to meet the open space requirement, shall not be located within fifteen (15) feet of any door or window of a dwelling unit.
  
5. Private waterways, including pools, streams and fountains, may be used to satisfy not more than fifty (50%) percent of the required open space.
  
6. Trash collection areas shall be provided within two hundred and fifty (250') feet of the units they are designed to serve. Such areas shall be enclosed within a building or screened with masonry walls having a minimum height of five feet. Access gates or doors to any trash area, not enclosed within a building, are to be of opaque material.

7. **Project map.** Attach a scaled map showing the information as listed at the end of this application. Use one of the following page sizes as appropriate: 8½" x 11", 11" x 17", or 24" x 36".

8. **Applicant certification**

- ◆ I certify that the application is true as of the date it was submitted to the City for review.
- ◆ I understand that I may be charged additional fees (above and beyond the initial application fee) consistent with the agreement below.

<i>William Rehring</i>	<i>3-2-2016</i>
Applicant Signature	Date



Proposed Maze

Stage

Potential sites for additional Kiosks

The Bar

Potential site for Joint Possible DUG site

Original DUG

Potential new food

Restrooms

Ghost Out-post Haunted House

Potential future Outdoor sales

Pyraminx Restrooms

Ticket Booth Removed

Wis. Dells Parkway

23

RESOLUTION NO. \_\_\_\_\_

ITEM 10

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the City Plan Commission from their March 9, 2016 meeting;

IT APPROVES the Site Plan application submitted by Timbavati/Animal Entertainment for the removal of the remaining go-carts and construction of a fence around the south end of parcel 0106-00000 located at 2150 Wisconsin Dells Parkway.

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

Attest:

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

Vote: \_\_\_\_\_ ayes \_\_\_\_\_ nays  
Date Introduced: March 21, 2016  
Date Passed:  
Date Published:

Site Plan – Fence

2220 Wis. Dells Parkway – (Timbavati)

Staff Report for Plan Commission, 03/09/16

The City of Wisconsin Dells Planning & Zoning office has received a Site Plan Permit application from Timbavati to remove the remaining Go-cart tracks on the south of their property and construct a new portion of fence around that area.

The go-cart area will be seeded and used to expand the animal pasture in that area.

The new fence will be similar to the existing fence that is in front of the north portion of the animal park. The pasture area will be enclosed by a double gated, self closing service gate.

Site affects are expected to be minimal.

Approval of this permit is contingent on the applicant being current on utility bills and tax liabilities.

Chris Tollaksen  
City of Wisconsin Dells

# SITE PLAN APPLICATION

## Wisconsin Dells, Wisconsin

Version: February 27, 2008

**General instructions.** Complete this application as it applies to your project and submit one copy to the zoning administrator along with the required application fee. Before you formally submit your application and fee, you may submit one copy to the zoning administrator who will ensure it is complete. If you have any questions, don't hesitate to contact the zoning administrator at 608-253-2542. You may obtain a digital copy of this form from the zoning administrator.

- Office Use Only -

Initial application fee	\$300
Receipt number	54167
Application number	3-2016

**1. Applicant information**

Applicant name Timbauati / Animal Entertainment  
 Street address 2220 Wis Dells Pkwy  
 City Wis Dells  
 State and zip code Wis 53965  
 Daytime telephone number 920-295-2276 / 253-2391  
 Fax number, if any TEXT  
 E-mail, if any ae@centurytel.net  
 ae

**2. Subject property information**

Street address	<u>2220 Wisconsin Dells Pkwy</u>	
Parcel number	<u>291 0106-00000</u>	Note: the parcel number can be found on the tax bill for the property or may be obtained from the City.
Current zoning classification(s)		
Describe the current use	<u>wildlife park - Timbauati</u>	

**3. Proposed use.** Describe the proposed use.

Fence  
DOUBLE ENTRANCE, SELF CLOSING SERVICE GATE

**4. Operating conditions.** For non-residential uses, describe anticipated operating conditions (hours of operation, conditions that may affect surrounding properties, etc.)

Normal Construction - Daytime - April early May weather permitting

**5. Potential nuisances.** Describe any potential nuisances relating to street access, traffic visibility, parking, loading, exterior storage, exterior lighting, vibration, noise, air pollution, odor, electromagnetic radiation, glare and heat, fire and explosion, toxic or noxious materials, waste materials, drainage, and hazardous materials.

backhoe, Dump trucks on Timbauati site (should not be an issue)

SITE PLAN APPLICATION  
Wisconsin Dells, Wisconsin

Version: February 27, 2008

6. **Review criteria.** In making its decision, the Plan Commission must consider five factors as listed below. Provide a response to each. (See Section 19.393 of the Municipal Code.)

a. Consistency of the project with the city's comprehensive plan and neighborhood plan or other subarea plan, if any

b. Effects of the project on traffic safety and efficiency and pedestrian circulation, both on-site and off-site

*Should not be an issue.*

c. Effects of the project on the natural environment

*0 - should not change things*

d. Effects of the project on surrounding properties, including operational considerations relating to hours of operation and creation of potential nuisances

*Improvement - do not believe there will be any issues*

e. The overall appearance of the project

*Improvement*

f. If the project is a multi-family real estate development (more than 3 dwelling units), does the project meet the following standards:

1. All setback areas fronting on or visible from an adjacent public street, and all recreation, leisure and open space areas shall be landscaped in accordance with the project plan. Decorative design elements, such as fountains, pools, benches, sculpture, planters, exterior recreational facilities and similar elements may be permitted, providing such elements are incorporated as part of the landscaping plan; and, permanent and automatic irrigation facilities are provided in all planted landscaped area.
  
2. Minimum open space is thirty (30%) percent of the net area being developed. The net area shall exclude dedicated or proposed-dedicated public rights-of-way.

**SITE PLAN APPLICATION**  
**Wisconsin Dells, Wisconsin**

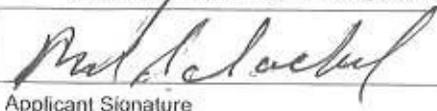
Version: February 27, 2008

3. Common open space areas are designed and located within the project to afford use by all residents of the project. These common areas may include, but are not limited to: game courts or rooms, swimming pools, garden roofs, sauna baths, putting greens, or play lots.
  
4. Active recreation and leisure areas, except those located completely within a structure, used to meet the open space requirement, shall not be located within fifteen (15) feet of any door or window of a dwelling unit.
  
5. Private waterways, including pools, streams and fountains, may be used to satisfy not more than fifty (50%) percent of the required open space.
  
6. Trash collection areas shall be provided within two hundred and fifty (250') feet of the units they are designed to serve. Such areas shall be enclosed within a building or screened with masonry walls having a minimum height of five feet. Access gates or doors to any trash area, not enclosed within a building, are to be of opaque material.

7. **Project map.** Attach a scaled map showing the information as listed at the end of this application. Use one of the following page sizes as appropriate: 8½" x 11", 11" x 17", or 24" x 36".

8. **Applicant certification**

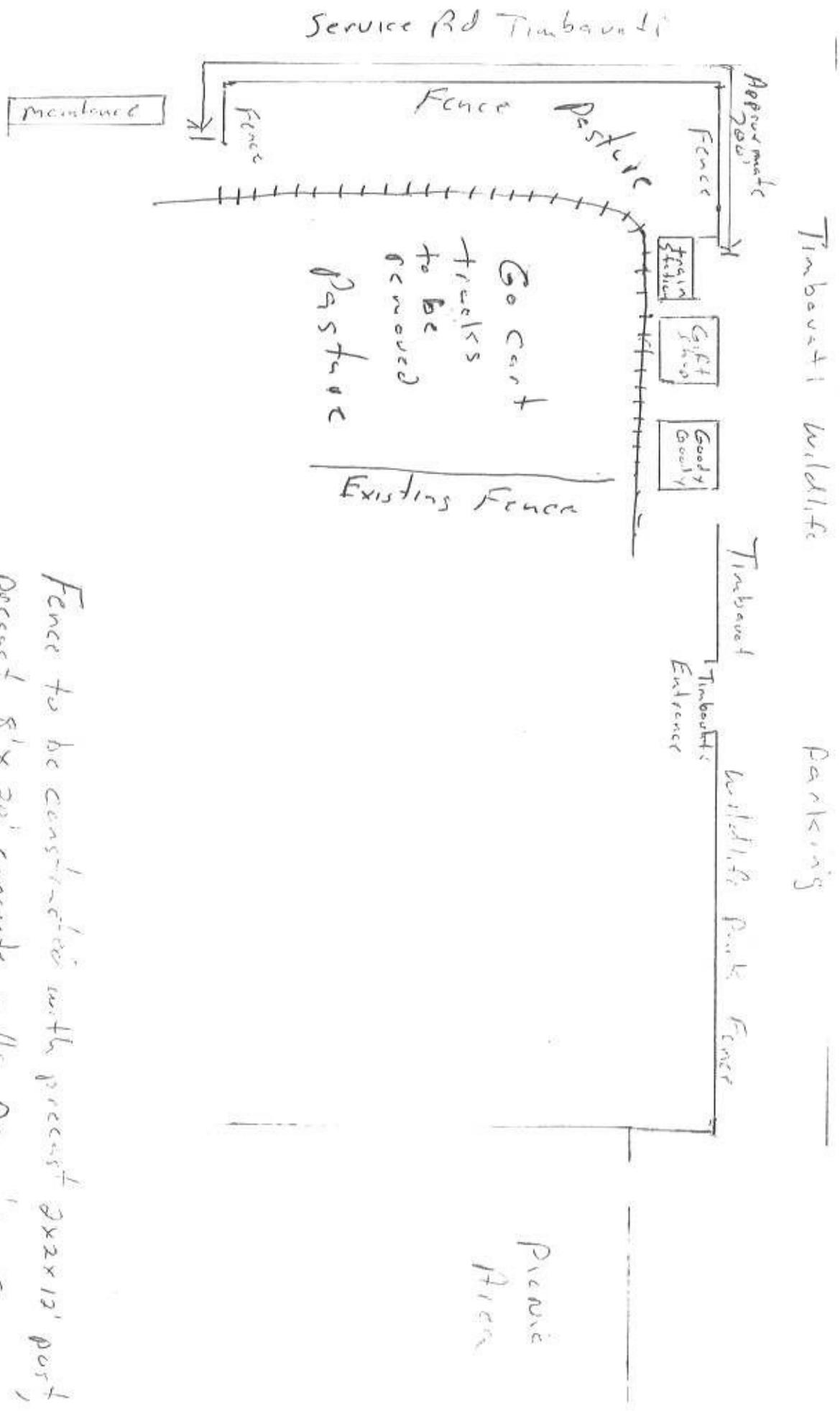
- ♦ I certify that the application is true as of the date it was submitted to the City for review.
- ♦ I understand that I may be charged additional fees (above and beyond the initial application fee) consistent with the agreement below.



Applicant Signature

*Feb 23 2016*

Date



Fence to be constructed with precast 8x2x12' post,  
 Precast 8'x 20' concrete walls; Decorative Fence  
 with animals - (Continuity with existing fence)



RESOLUTION NO. \_\_\_\_\_

ITEM **11**

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the City Plan Commission from their March 9, 2016 meeting;

IT APPROVES a Conditional Use Permit to Cheesecake Heaven (Nancy Kimps) in order to operate a coffee/pastries cart in the HH Bennett Studio courtyard, 215 Broadway, with the contingencies listed in the staff report. This permit is valid for 1-year.

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

Attest: \_\_\_\_\_  
Nancy R. Holzem, City Clerk

Vote: \_\_\_\_\_ ayes \_\_\_\_\_ nays  
Date Introduced: March 21, 2016  
Date Passed:  
Date Published:

Staff Report for Plan Commission, 03/09/16

CUP Application – Outdoor commercial food and beverage service, Outdoor vender, and Commercial use without a permanent structure  
215 Broadway (Parcel 614)

The Planning & Zoning office has received a Conditional Use Permit application from CheeseCake Heaven (Nancy Kimps) to allow outdoor sales on the HH Bennett courtyard property at 215 Broadway, Columbia County, City of Wisconsin Dells tax parcel 614. The intended use is a Coffee Cart that will be located in the courtyard on the Historical Society's property that has the HH Bennett Studio. A Conditional Use is required for a business to operate from a non-permanent structure and for Outdoor commercial food and beverage service.

The historical society has sought out the applicant, so as to provide the Coffee Cart as an additional service to their clients. The Cart intends to serve coffee and pastries. This use was in part prompted by the Zebra Dog presentation on the downtown revitalization effort. Zebra Dog specifically identified this location as an underutilized asset for the downtown to create a pleasant experience for visitors.

The historical society will allow patrons of the Coffee Cart to utilize the 6 restrooms stalls in the HH Bennett museum. The applicant operates the Cheesecake Heaven restaurant which is 6 stores east of this location or ~175 ft away. The applicant would supply the Coffee Cart from her restaurant.

The courtyard is approximately 890 sq ft in size, and has 4 benches in it. It seems reasonable to expect that no more than 50 people would ever be in the courtyard at any one time. It seems unlikely this added use would create an issue with bathroom demand.

As with any outdoor food and beverage operation, the main concern with this request is that this and the surrounding area be well maintained and kept clean. The applicant would also be responsible to ensure their patrons do not block the public pedestrian way.

Historically, the City has been reluctant to allow food and beverage carts downtown. One reason cited for this is the limited investment required by the operator of a food cart. This give a food cart a financial advantage over businesses that operate out of permanent structures and the additional costs that they incur, not the least of which being property taxes that are used to fund municipal operations. As this request is simply to add a service to existing businesses operating out of permanent structures, this historical concern does not appear as critical.

This Outdoor service area should not affect pedestrian traffic on the sidewalk.

Any approval of this CUP should have the following contingencies:

1. The applicant addresses, to the sole satisfaction of the City, any and all nuisances that may occur at this service area, including:
  - a) Maintenance of all rubbish on and surrounding the outdoor service area.
  - b) Preventing/abating any obstruction of the public sidewalk
  - c) Preventing/abating any noise disturbances with surrounding properties
  - d) Preventing/abating any other nuisance

Prepared by: Chris Tollaksen

# CONDITIONAL USE APPLICATION

Wisconsin Dells, Wisconsin

Version: May 21, 2007

**General instructions.** Complete this application as it applies to your project and submit one copy to the zoning administrator along with the required application fee. Before you formally submit your application and fee, you may submit one copy to the zoning administrator who will ensure it is complete. If you have any questions, don't hesitate to contact the zoning administrator at 608-253-2542. You may obtain a digital copy of this file from the zoning administrator.

**- Office Use Only -**

Initial application fee	\$525.00
Receipt number	54168
Application number	16-2016

**1. Applicant information**

Applicant name Cheese Cake Heaven (Nancy Kimps)  
Street address 231 Broadway St.  
City Wis. Dells  
State and zip code WI 53965  
Daytime telephone number 920-490-1200  
Fax number, if any 920-490-1202  
E-mail, if any nkimps@aol.com

**2. Subject property information**

H H. Bennett Studio / Courtyard

Street address	<u>215 Broadway St.</u>
Parcel number	Note: the parcel number can be found on the tax bill for the property or may be obtained from the City.
Current zoning classification(s)	
Describe the current use	<u>Courtyard/Benches for sitting</u>

**3. Proposed use. Describe the proposed use.**

Add a coffee / pastries cart for re-restments / relaxation.

**4. Operating conditions.** For non-residential uses, describe anticipated operating conditions (hours of operation, conditions that may affect surrounding properties, etc.)

Open Mid-May to Mid-Sept. 10-6 or 7pm weekends prior to Memorial Day & after Labor Day. Daily Memorial Day wkend - Labor Day Weekend weather permitting 10AM-6 or 7pm We will prepare and stock items at our store 231 Broadway St. We will dispose

CONDITIONAL USE APPLICATION

Wisconsin Dells, Wisconsin

Version: May 21, 2007

all waste from cart, coffee etcetera... at 231 Broadway St. N.H. Bennett will provide restrooms for patrons and courtyard cleanup and garbage disposal

5. **Off-site effects.** Describe any potential nuisances and mitigating circumstances relating to street access, traffic visibility, parking, loading, exterior storage, exterior lighting, vibration, noise, air pollution, odor, electromagnetic radiation, glare and heat, fire and explosion, toxic or noxious materials, waste materials, drainage, and hazardous materials.

N/A

6. **Review criteria.** The plan commission in making its recommendation and the common council in making its decision must consider the factors listed below. Provide a response to each. (See Section 19.373 of the Municipal Code.)

- a. Consistency of the proposed use with the city's comprehensive plan and neighborhood plan or other subarea plan, if any  
recommended in city plan study
- b. Effects of the proposed use on traffic safety and efficiency and pedestrian circulation, both on-site and off-site  
should not be an issue. Travel should be similar with past events.
- c. The suitability of the subject property for the proposed use  
The cart fits with the river district projected plans. When the museum opened in 2000 the courtyard was intended to have such a cart.
- d. Effects of the proposed use on the natural environment  
N/A
- e. Effects of the proposed use on surrounding properties, including operational considerations relating to hours of operation and creation of potential nuisances  
none foreseen.
- f. Effects of the proposed use on the normal and orderly development and improvement of the surrounding property for uses permitted in the district  
none foreseen
- g. Effects of the proposed use on the city's financial ability to provide public services  
none foreseen

# CONDITIONAL USE APPLICATION

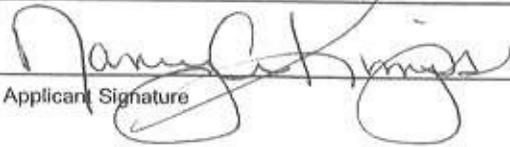
## Wisconsin Dells, Wisconsin

Version: May 21, 2007

7. **Project map.** Attach a scaled map showing the information as listed at the end of this application. Use one of the following page sizes as appropriate: 8½" x 11", 11" x 17", or 24" x 36".

### 8. Applicant certification

- ◆ I certify that the application is true as of the date it was submitted to the City for review.
- ◆ I understand that I may be charged additional fees (above and beyond the initial application fee) consistent with the agreement below.



Date

2/23/16

**Governing Regulations** The procedures and standards governing this application process are found in Chapter 19, Article 4, Division 6, of the City's Municipal Code.

### Reimbursement Agreement for Application Review Costs

#### A. Payment for Eligible Costs.

By submitting this application for review, the applicant agrees to pay all administrative costs incurred by the City in the processing, study, and review of the application including costs for planning, legal, engineering, and related services, referred to herein as eligible costs.

#### B. Guarantee of Payment.

To guarantee reimbursement, the applicant shall submit one of the following along with this application:

1. an irrevocable letter of credit in the name of the City in an amount as set by the zoning administrator; or
2. a cash deposit in an amount as set by the zoning administrator.

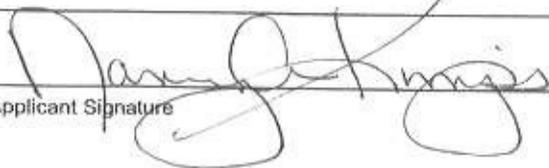
If a cash deposit is used to guarantee reimbursement, the City will periodically deduct from the cash account such amounts necessary to pay for eligible costs and submit a written statement to the applicant. If a letter of credit is used, the applicant agrees to pay such amounts as invoiced within 7 days of the invoice date. An interest rate of 1½ percent shall be charged on invoices not paid within 30 days of the invoice date. The City shall access the letter of credit to pay for overdue invoices, including late penalty charges, and submit a written notice to the applicant.

If remaining monies in the cash account are insufficient to pay for current and reasonably anticipated eligible costs, the applicant agrees to deposit additional monies into the cash account in an amount as set by the zoning administrator. If the principal amount of the irrevocable letter of credit is insufficient to pay for current and reasonably anticipated eligible costs, the applicant agrees to submit a second letter of credit in an amount as set by the zoning administrator. The applicant may withdraw this application prior to final action by the City Council by submitting a written letter to the City. Upon such notice, the City shall cease all work related to the review of the application. However, withdrawal of this application does not terminate this reimbursement agreement.

If the applicant does not pay for eligible costs, the City Clerk/Treasurer shall add the outstanding balance to the tax roll as a special assessment against the subject property. In addition, the City may pursue other legal means to obtain the outstanding balance as allowed by law.

#### C. Termination of Guarantee.

If a cash deposit is used to guarantee reimbursement, the City agrees to reimburse the applicant any unused monies in the cash account, including earned interest, within 60 days of the date when the City Council takes final action on the application. If a letter of credit is used, the City shall send a written letter to the applicant releasing the applicant from the letter of credit when all outstanding invoices have been paid.



Date

2/23/16

34" entrance  
H.H. Bennett

H.H. Bennett Courtyard  
Benches



890 square feet

45.25 feet

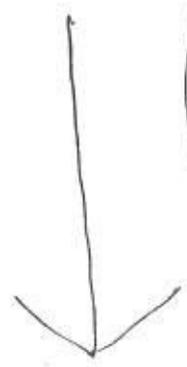
Benches  
Flowers  
Benches  
Flowers  
Benches

electricity

6ft. Coffee  
Cart

Fence

60" Entrance to  
courtyard (gated  
& locked  
nightly)  
Fence  
19.67 feet





LOGIN

- Home (<http://cart-king.com/>)    Retail Display (<http://cart-king.com/retail-display-carts-kiosks/>)
- Food Carts & Kiosks (<http://cart-king.com/food-carts/>)
- Coffee Carts & Kiosks (<http://cart-king.com/coffee-carts/>)
- Beverage Carts & Kiosks (<http://cart-king.com/beverage-carts/>)    Design (<http://cart-king.com/design/>)
- Contact (<http://cart-king.com/contact-us/>)

## Coffee Carts for Hot Sales



(<http://cart-king.com/wp-content/uploads/2013/04/mobile-coffee-cart.jpg>)

- ★ Coffee carts and Coffee Kiosks for sale
- ★ Indoor or outdoor street applications.
- ★ Commercially designed and manufactured
- ★ Mobile coffee Sinks.
- ★ Push carts come in any colour you wish

The dimensions of this portable coffee unit, (height and width), allow our mobile units to be moved easily from location to location. Our coffee units are designed and manufactured for mobile sales. You can move these mobile push cart unit between building floors, up and down elevators

*This style or similar professional graphics will be applied*

RESOLUTION NO. \_\_\_\_\_

ITEM 12

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the PUBLIC WORKS COMMITTEE from their March 21, 2016 meeting;

IT APPROVES the purchase and installation of a columbarium in the Spring Grove Cemetery for the estimated cost of \$29,452. Cemetery Reserve funds will be used for the purchase and related expenses.

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

Attest: \_\_\_\_\_  
Nancy R. Holzem, City Clerk

Vote: \_\_\_\_ ayes \_\_\_\_ nays  
Date Introduced: March 21, 2016  
Date Passed:  
Date Published:



11/10/2015  
PH: 608-254-2012  
FX: 1  
No. of Pages: 1

City of Wisconsin Dells  
300 La Crosse Street  
Wisconsin Dells, WI 53965  
Attn: Nancy Holzern

**Project Name:** 96 Niche Columbarium  
**Project Location:** Wisconsin Dells, WI

**Ref: 15-82087**

**PRELIMINARY BUDGET PRICING**  
**96 Niche Pre-Assembled Columbarium**

*# 16,228*

- Per Design #5252X, this unit will be eight (8) niches wide by four (4) niches high with single depth niches loading one side and double depth niches loading one side.
- Interior units are reinforced concrete with a durable polystyrene liner and closure . The cabinet is completely clad in granite.
- Niche fronts will be polished (narrow range) Carnelian granite and hung with Sinner Bronze rosette hangers. Each front covers two openings.
- Includes pre-drilling of fronts.
- Niche trim will be polished (full range) Rockville White granite.
- **Coldspring will provide foundation. # 5400 -**
- **Coldspring will provide setting. # 7824 -**
- Unit will be shipped pre-assembled to the site.
- Cemetery responsible for landscaping, and memorialization.
- Coldspring 10/50 Warranty is included.
- Quote valid for 60 days.
- Price, F.O.B. Wisconsin Dells, WI, is **\$29,452.** (excludes any applicable sales tax.)
- Stone is quarried in the United States and assembled in Cold Spring, MN. Unit weighs 17,475 lbs
- *If Cemetery provides foundation, deduct \$5,400 from above price.*

Please contact me @ (800) 328-5040, if you would like to proceed with an order or have any questions. Thank you!

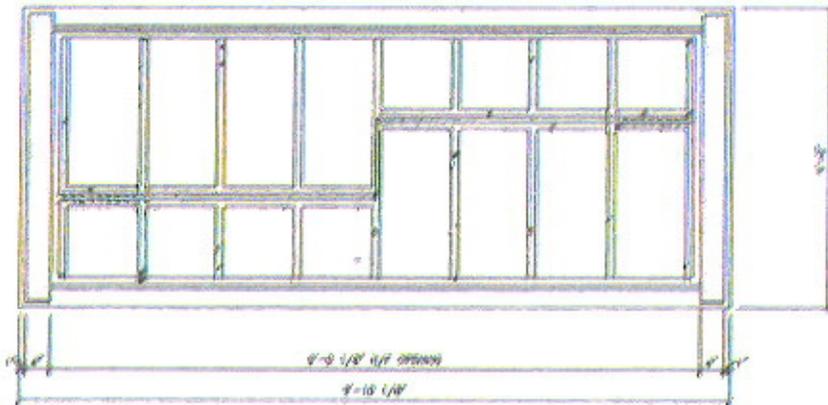
Pricing as noted above is for budget purposes only.

**Submitted By**

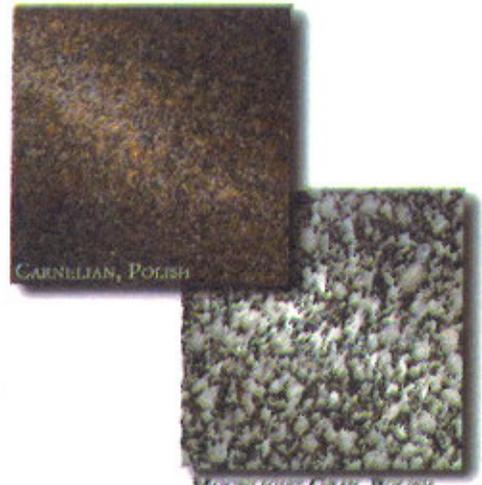
\_\_\_\_\_  
Garrett R Wilson



## 96 NICHE PRE-ASSEMBLED COLUMBARIUM



Columbarium Height = 9'-0"



GARNETIAN, POLISH

MOONLIGHT GRAY, POLISH

COMMUNITY MAUSOLEUMS | COLUMBARIUMS | FEATURES

**COLDSPRING**

Dwg 5252-X | Scale

1-800-328-5040

*This design is property of ColdSpring and protected by applicable copyright laws. Unauthorized use or duplication is prohibited.*

RESOLUTION NO. \_\_\_\_\_

ITEM **13**

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the PUBLIC WORKS COMMITTEE from their March 21, 2016 meeting;

IT APPROVES the purchase for Public Works a Ford F-Series 4x4 truck from Glacier Valley Ford for a cost of \$26,000. This replaces a 2000 truck with 155,000 miles on it. To be paid for by Public Works equipment surplus funds.

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

Attest: \_\_\_\_\_  
Nancy R. Holzem, City Clerk

Vote: \_\_\_\_ ayes \_\_\_\_ nays  
Date Introduced: March 21, 2016  
Date Passed:  
Date Published:



ITEM 14

RESOLUTION NO. \_\_\_\_\_

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the Public Works Committee from their March 21, 2016 meeting;

IT APPROVES the Consent to Assign for the Finnegan Avenue Cell Tower Agreement.

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

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

Vote: \_\_\_\_ ayes; \_\_\_\_ nays  
Date Introduced:  
Date Passed:  
Date Published:

February 3, 2016

VIA FEDERAL EXPRESS

City of Wisconsin Dells  
Attn: Mayor and Clerk  
300 La Crosse Street  
Wisconsin Dells, WI 53965

Re: **Request for Consent to Assign**  
Landlord Site Name: Finnegan Tower  
Site No: WI0062  
Site Name: Downtown Dells  
Address: Finnegan Ave, Wisconsin Dells, WI  
Agreement: Mobile Service Tower Land Lease Agreement (Finnegan Avenue) dated February 17, 2014 between City of Wisconsin Dells and New Cingular Wireless PCS, LLC, as assigned ("Lease Agreement")

Dear Mayor Landers and Clerk Holzem,

TowerCo 2013 LLC, a Delaware limited liability company and successor-in-interest to New Cingular Wireless PCS, LLC is hereby requesting your consent to assign TowerCo 2013 LLC's interests in the Lease Agreement to TowerCo Entity 1, LLC, a Delaware limited liability company, an affiliate company of TowerCo 2013 LLC. TowerCo Entity 1, LLC will assume all the rights and responsibilities under the Lease Agreement, including, but not limited to, the payment of rent per the terms of the Lease Agreement.

Therefore, please sign and date below where indicated to acknowledge and consent to the assignment of the Lease Agreement from TowerCo 2013 LLC to TowerCo Entity 1, LLC and return one original signed copy to me in the enclosed envelope.

Thank you for your immediate attention to this matter. Please contact me with any questions concerning this letter.

Sincerely,



Jason Catalini  
VP of Collocation and Real Estate  
919-573-8672  
JCatalini@towerco.com

TowerCo

**ACKNOWLEDGEMENT AND CONSENT**  
City of Wisconsin Dells

By: \_\_\_\_\_  
Name: Brian Landers  
Title: Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Nancy Holzem  
Title: Clerk  
Date: \_\_\_\_\_

5000 Valleystone Dr.  
Suite 200  
Cary, NC 27519

address 919.469.5559

main 919.469.5530

fax info@towerco.com

email towerco.com

RESOLUTION NO. \_\_\_\_\_

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the Public Works Committee from their March 21, 2016 meeting;

IT APPROVES the Second Transfer Agreement Under the Master Territorial Agreement Between WP&L (Alliant) and the City.

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

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

Vote: \_\_\_\_ ayes; \_\_\_\_ nays  
Date Introduced:  
Date Passed:  
Date Published:

SECOND TRANSFER AGREEMENT  
UNDER THE  
MASTER TERRITORIAL AGREEMENT  
BETWEEN  
WISCONSIN POWER AND LIGHT COMPANY  
AND  
CITY OF WISCONSIN DELLS

THIS SECOND TRANSFER AGREEMENT is made and entered into this \_\_\_\_ day of February, 2016 by and between Wisconsin Power and Light Company ("WPL") and City of Wisconsin Dells ("Wisconsin Dells") (collectively, the "Parties"). This Second Transfer Agreement ("Transfer Agreement") is made pursuant to the Master Territorial Agreement Between WPL and Wisconsin Dells, dated October 15, 2012 ("Master Agreement").

**RECITALS**

- A. The Master Agreement (PSC REF# 201698) was approved by the Public Service Commission of Wisconsin ("PSCW") in Docket No. 5-BS-200 by its Final Decision issued July 20, 2014 (PSC REF# 209995).
- B. Under the Master Agreement, WPL agreed to transfer certain customers and facilities to Wisconsin Dells in accordance with the provisions of that agreement.
- C. In its Final Decision, the PSCW also approved an Amended and Restated First Transfer Agreement Under the Master Territorial Agreement Between Wisconsin Power and Light Company and City of Wisconsin Dells, dated March 31, 2014 (PSC REF# 201700) ("First Transfer Agreement").
- D. The Parties desire to seek PSCW approval of this Second Transfer Agreement so that additional customers and facilities may be transferred from WPL to Wisconsin Dells in accordance with the Master Agreement.

**AGREEMENT**

- 1. Effective Date. This Second Transfer Agreement shall take effect upon approval of the PSCW under Wis. Stat. § 196.495.
- 2. Definitions. All capitalized terms not defined in this Second Transfer Agreement shall have the same meaning as given those terms in the Master Agreement.
- 3. Transfer of Territory and Customers. In accordance with the Planned Transfers Map (the "Map"), **Attachment A** to this Second Transfer Agreement, WPL shall transfer to Wisconsin Dells, and Wisconsin Dells agrees to provide service to, the territory depicted on the Map as Area J and the WPL retail customers within Areas J (the "Transferred

Customers"). The Transferred Customers are listed on **Attachment B** to this Second Transfer Agreement.

4. Transfer of Facilities. WPL shall transfer its distribution facilities used to serve the Transferred Customers (the "Transferred Facilities"). The Transferred Facilities, along with a calculation of the sale price, are shown on Exhibit A to the Purchase and Sale Agreement for Transferred Facilities, which agreement is attached as **Attachment C**. The sale price shall be calculated in accordance with Section 9(b) of the Master Agreement.
5. Timing of Customer Transfers. The transfer of customers contemplated under this Second Transfer Agreement shall occur within three (3) months after the PSCW approves this agreement, unless such period is extended by mutual agreement of the Parties.
6. Information Provided to the Transferred Customers. **Attachment D** contains the rate comparisons and customer consent letters, which will inform the Transferred Customers of this Second Transfer Agreement and will provide a rate comparison for each affected rate class. The letter will also seek the customer's consent to the transfer.
7. Method of Service. The Transferred Customers will be served by Wisconsin Dells under Method 3, as defined in the Master Agreement (i.e., the Transferred Customers will be served directly from Wisconsin Dells' distribution facilities).
8. PSCW Approval. This Second Transfer Agreement is subject to the approval and continuing jurisdiction of the PSCW under Wis. Stat. § 196.495 and Wis. Admin. Code § PSC 112.08.
9. Assignment. Neither Party may assign this Second Transfer Agreement without the express written consent of the other Party. This Second Transfer Agreement shall bind and inure to the benefit of the Parties' respective successors and allowed assigns.
10. Attachments/Recitals. All of the attachments and recitals referenced above are incorporated into and form part of this Second Transfer Agreement.
11. Entire Agreement. This Second Transfer Agreement, the First Transfer Agreement, and the Master Agreement constitute the entire agreement between the Parties with respect to the transfer of service area, facilities, and customers from WPL to Wisconsin Dells in the areas depicted on the Map.

IN WITNESS WHEREOF, the Parties have caused this Second Transfer Agreement to be executed by their respective officers thereunto duly authorized, as of the day and year first above written.

**WISCONSIN POWER AND LIGHT  
COMPANY**

**CITY OF WISCONSIN DELLS**

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

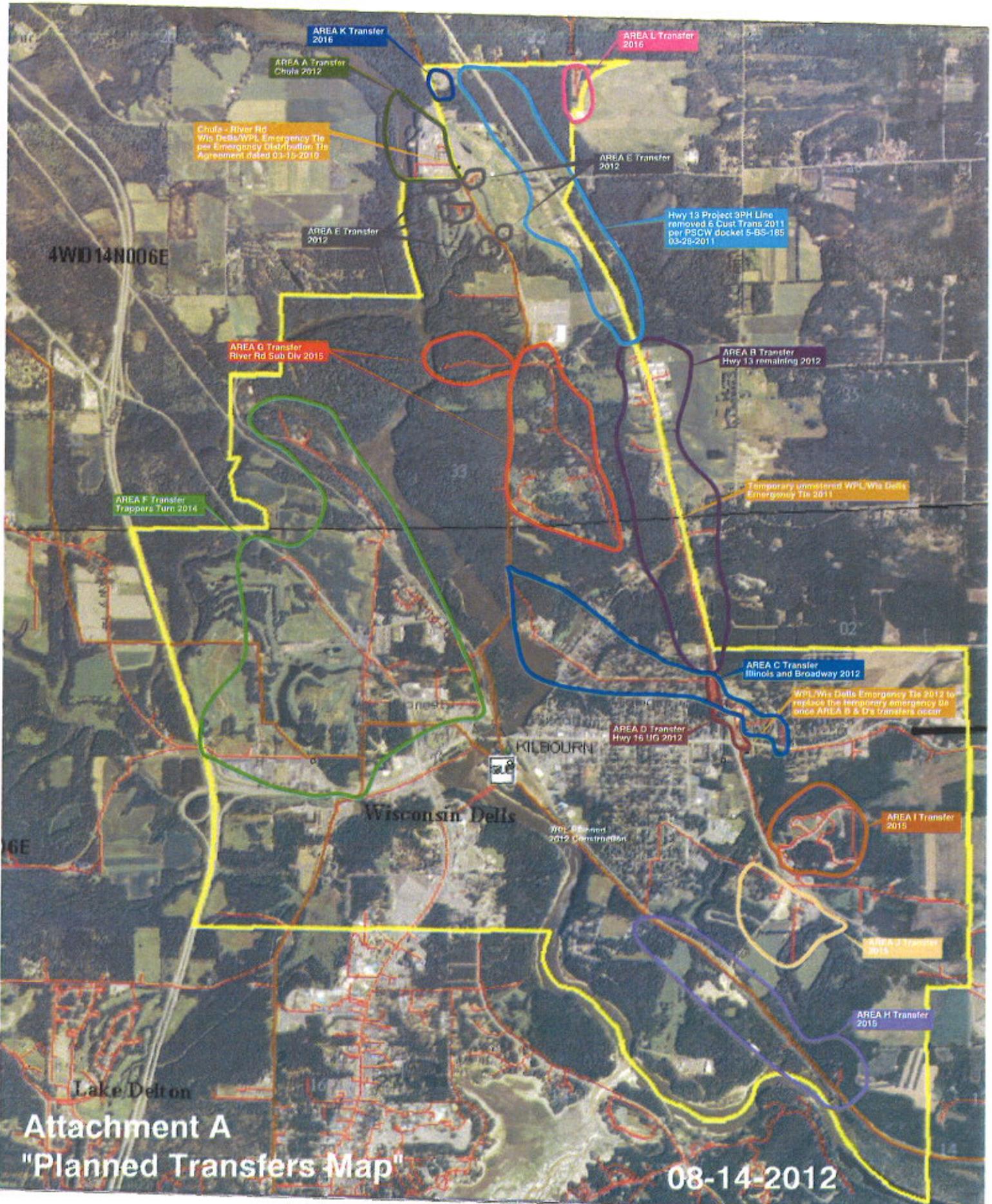
By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**Attachment A**  
**"Planned Transfers Map"**

08-14-2012

## ATTACHMENT B

### LIST OF TRANSFERRED CUSTOMERS

Type	Name	Address	City	ST	Zip
RES	ARBIZU,JAMIE D & CHE Y	N9475 PINE VALLEY LN	WISCONSIN DELLS	WI	53965
RES	BAILEY,ENITH C & MIKE	N9458 PINE VALLEY LN	WISCONSIN DELLS	WI	53965
RES	COBBS,SCOTT & COBBS PAMELA	N9459 PINE VALLEY LN	WISCONSIN DELLS	WI	53965
RES	DECORAH,RALPH & MARY	N9451 PINE VALLEY LN	WISCONSIN DELLS	WI	53965
RES	ERICKSON,EUGENE A	N9448 PINE VALLEY LN	WISCONSIN DELLS	WI	53965
RES	SMITH,WAYNE A	N9470 PINE VALLEY LN	WISCONSIN DELLS	WI	53965
RES	SNARSKI,SHAWN & ELIZABETH	N9476 PINE VALLEY LN	WISCONSIN DELLS	WI	53965
COM	AMERIGAS PROPANE LP	W15135 STATE ROAD 16	WISCONSIN DELLS	WI	53965
RES	DREHER,WM	W15197 W STATE ROAD 16 HOUSE	WISCONSIN DELLS	WI	53965

South Fork Camp Ground (2 meters) Vacant  
Old Race Track (4 meters) Vacant

## ATTACHMENT C

### PURCHASE AND SALE AGREEMENT FOR TRANSFERRED FACILITIES

This Purchase and Sale Agreement for Transferred Facilities ("Agreement") is made and entered into on this \_\_\_ day of February, 2016, by and between Wisconsin Power and Light Company ("WPL" or "Seller"), a Wisconsin public utility, whose principal place of business is located at 4902 North Biltmore Lane, Madison, Wisconsin, and the City of Wisconsin Dells ("Wisconsin Dells" or "Buyer"), a Wisconsin municipal electric utility, whose utility office is located at 300 La Crosse Street, Wisconsin Dells, Wisconsin.

The Parties have executed a Master Territorial Agreement Between Wisconsin Power and Light Company and City of Wisconsin Dells, dated October 15, 2012, ("Master Agreement"); an Amended and Restated First Transfer Agreement Under the Master Territorial Agreement between Wisconsin Power and Light Company and City of Wisconsin Dells, dated March 31, 2014 ("First Transfer Agreement"); and a Second Transfer Agreement Under the Master Territorial Agreement Between Wisconsin Power and Light Company and City of Wisconsin Dells, dated February \_\_\_, 2016 ("Second Transfer Agreement") (collectively, the "Agreements").

Pursuant to the Agreements, the Parties agree as follows:

1. Seller has agreed to sell, and Buyer has agreed to purchase, the electric distribution facilities listed on the attached **Exhibit A** ("Transferred Facilities"), which are used and useful in providing service to certain customers that WPL has agreed to transfer to Wisconsin Dells pursuant to the Second Transfer Agreement, subject to approval by the Public Service Commission of Wisconsin ("PSCW").

2. Upon PSCW approval of the Second Transfer Agreement and upon receipt of payment as provided in this Agreement, Seller shall sell, transfer, and convey to Buyer the

Transferred Facilities.

3. The Transferred Facilities are sold AS IS, with no representations or warranties, except that Seller warrants that it is the lawful owner of the Transferred Facilities and that the Transferred Facilities are conveyed to Buyer free and clear of all encumbrances.

4. Buyer shall pay to Seller the sum of **\$25,304.27**, which the Parties agree is the depreciated reproduction cost of the Transferred Facilities.

5. Seller represents that it holds no refundable customer contributions for construction of service extensions or for any other purpose. Seller further agrees that, prior to or upon transfer of the Transferred Facilities, Seller will refund to the affected customers any and all customer deposits it may hold that are refundable upon the termination of Seller's service to the affected customers, pursuant to Seller's electric service rules and state law and regulation.

6. This Agreement is entered into as of the date set forth above by the authorized representatives of the Parties, whose signatures are set forth below.

Wisconsin Power and Light Company

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

Title: \_\_\_\_\_

City of Wisconsin Dells, Wisconsin

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

Title: \_\_\_\_\_

Exhibit A

VALUATION AS OF

November

**'ALLIANT - Wisconsin Power & Light'**

DATE PREPARED

11-Jan-16

PREPARED BY

Debbie Wampfler

Location: Dells STH 16

PREPARED FOR

Ryan Link

Premature Retirement / Customer Purchase

(Net Book Value)

ITEM	UNIT	QTY	UNIT PRICE	VINTAGE YEAR	ORIGINAL COST	ORIG COST LESS DEPR	REPROD COST	REPROD LESS DEPR
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P/P Analysis valuation and depreciation for Distribution Property

Account: 5364.0 Poles

Poles 30' Wood	Each	1	186.83	1979	186.83	1.33	590.41	4.21
Poles 35' Wood	Each	2	75.09	1956	150.18	0.00	2,156.00	0.00
Poles 35' Wood	Each	2	86.20	1958	172.40	0.00	2,156.00	0.00
Poles 35' Wood	Each	2	82.20	1962	164.40	0.00	2,156.00	0.00
Poles 35' Wood	Each	1	91.00	1966	91.00	0.00	1,078.00	0.00
Poles 35' Wood	Each	5	88.62	1969	443.10	0.00	5,390.00	0.00
Poles 35' Wood	Each	1	112.44	1970	112.44	0.00	1,078.00	0.00
Poles 35' Wood	Each	3	158.97	1974	476.91	0.00	3,234.00	0.00
Poles 35' Wood	Each	1	639.40	2001	639.40	368.03	926.15	532.94
Poles 40' Wood	Each	1	111.20	1969	111.20	0.00	2,616.96	0.00
Poles 40' Wood	Each	3	485.35	1982	1,456.04	89.98	3,656.32	225.73
Poles 40' Wood	Each	1	669.27	1990	669.27	163.69	1,391.72	340.18
Poles 40' Wood	Each	2	635.86	1993	1,271.73	416.51	2,346.11	767.90
Poles 45' Wood	Each	1	1,615.28	2007	1,615.28	1,237.57	1,860.20	1,425.21
				Subtotal	7,560.18	2,277.10	30,635.88	3,296.17

Account: 5365.0 OH Conductor/Cable

1/C 1/0 & Larger ACSR	Feet	135	0.92	1990	123.67	52.28	319.95	135.26
1/C 1/0 & Larger ACSR	Feet	240	1.16	1993	279.10	136.16	698.09	340.56
1/C 1/0 & Larger (477 ACSR)	Feet	165	5.76	2007	950.43	780.44	1,205.66	990.02
1/C #3,2,1 ACSR	Feet	524	0.25	1974	133.39	22.25	909.55	151.73
1/C #3,2,1 ACSR	Feet	265	0.54	1982	143.00	39.23	489.66	134.32
1/C #3,2,1 AL	Feet	100	0.73	1987	73.22	26.54	233.54	84.65
1/C #4 & Smaller ACSR	Feet	840	0.14	1969	115.63	13.77	1,157.76	137.82
1/C #4 & Smaller AL	Feet	382	0.07	1958	27.32	1.47	441.09	23.71
		Subtotal			1,845.77	1,072.13	5,455.31	1,998.08

**Account: 5367.0 UG Conductor/Cable**

2/C #1,2,3 AL	Feet	293	1.23	1971	360.20	96.71	3,569.73	805.58
2/C #1,2,3 AL	Feet	1,400	2.27	2001	3,179.88	2,264.82	7,307.08	5,204.11
		Subtotal			3,540.08	2,361.53	10,876.82	6,009.69

**Account: 5368.0 Line Transformers**

OH 5 KVA 120/240V 1PH		1	112.27	1970	112.27	13.12	921.96	105.57
OH 10 KVA 120/240V 1PH		1	148.66	1966	148.66	12.78	1,303.72	109.28
OH 10 KVA 120/240V 1PH		1	238.33	1974	238.33	37.09	1,824.03	279.39
OH 10 KVA 120/240V 1PH		1	529.77	1995	529.77	279.33	1,867.99	978.98
OH 10 KVA 120/240V 1PH		1	523.64	2001	523.64	352.08	1,813.97	1,219.65
OH 10 KVA 120/240V 1PH		1	492.48	2002	492.48	344.86	1,636.96	114.92
OH 10 KVA 120/240V 1PH		1	1,289.77	2009	1,289.77	1,116.28	1,907.93	1,651.30
OH 25 KVA 120/240V 1PH		1	1,473.91	2008	1,473.91	1,242.24	2,391.46	2,015.58
OH 75 KVA 120/240V 1PH		1	1,419.42	1990	1,419.42	595.89	5,116.78	2,148.10
OH 75 KVA 120/240V 1PH		1	1,439.33	1993	1,439.33	698.61	5,066.18	2,458.98
		Subtotal			10,400.75	6,051.39	29,812.56	14,000.33

UG 25 KVA 240/120V 1PH		1	1,111.66	2001	1,111.66	690.12	2,204.26	1,368.41
UG 50 KVA 240/120V 1PH		1	1,621.50	1994	1,621.50	668.99	3,757.33	1,550.18
		Subtotal			23,346.78	11,762.16	76,780.57	25,304.27

<b>TOTALS</b>					23,346.78	11,762.16	76,780.57	25,304.27
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# CITY OF WISCONSIN DELLS

Department of Public Works  
608-253-2542  
Fax 608-254-8904

300 LaCrosse Street  
Wisconsin Dells, WI 53965

March 1, 2016

CUSTOMER NAME (PER ATTACHMENT B)  
ADDRESS  
WISCONSIN DELLS, WI 53965

## RE: Electric Utility Provider Change

The City of Wisconsin Dells and Alliant Energy (WP&L) have come to an agreement on how our two utilities can work together to provide the most efficient electric service to customers in the Wisconsin Dells area. Part of this agreement will involve the Wisconsin Dells Electric Utility providing electric service to some properties that are not in the city limits. Your property is one such property. We are proposing that you receive electricity from the Wisconsin Dells Electric Utility rather than your current provider Alliant Energy. This is an electric service agreement only and does not affect the municipality in which your property resides in; meaning this change is NOT a request for annexation into the city limits.

Enclosed you will find rate comparisons between your current electric provider and the city. Also enclosed is an application for electric service. We are asking that you complete and return the application for service which indicates your consent to the change in your electric service provider.

If you have any questions or concerns, please contact Chris Tollaksen or David Holzem at the contact information listed below.

Thank you.

Chris Tollaksen  
Wis. Dells Planning and Zoning  
[ctollaksen@dellscitygov.com](mailto:ctollaksen@dellscitygov.com)  
(608) 253-2542

David W. Holzem  
Director of Public Works  
[dholzem@dellscitygov.com](mailto:dholzem@dellscitygov.com)  
(608) 253-2542



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## Electric Residential Bill Comparison - Report Results

### Comparison Criteria...

Utility ID: 6610

Report Generated: 3/1/2016 12:29:37 PM

Utility Name: Wisconsin Dells Municipal Electric Utility

Date Range: 1/1/2015 - 12/31/2015

[Export to Excel](#)

Energy Usage: 700 kWh (Monthly)

Utility ID	Utility Name	Bill Date	Monthly Customer Charge	Energy Charge (per kWh)	PCAC/FAC Charge (per kWh)	Total Bill
6610	Wisconsin Dells Municipal Electric Utility	01/01/2015	\$7.00	0.072500	0.028100	\$77.42
6610	Wisconsin Dells Municipal Electric Utility	02/01/2015	\$7.00	0.072500	0.005600	\$61.67
6610	Wisconsin Dells Municipal Electric Utility	03/01/2015	\$7.00	0.072500	0.011900	\$66.08
6610	Wisconsin Dells Municipal Electric Utility	04/01/2015	\$8.00	0.092500	-0.006200	\$68.41
6610	Wisconsin Dells Municipal Electric Utility	05/01/2015	\$8.00	0.092500	0.004500	\$75.90
6610	Wisconsin Dells Municipal Electric Utility	06/01/2015	\$8.00	0.092500	-0.001300	\$71.84
6610	Wisconsin Dells Municipal Electric Utility	07/01/2015	\$8.00	0.092500	0.008100	\$78.42
6610	Wisconsin Dells Municipal Electric Utility	08/01/2015	\$8.00	0.092500	0.000000	\$72.75
6610	Wisconsin Dells Municipal Electric Utility	09/01/2015	\$8.00	0.092500	0.013800	\$82.41
6610	Wisconsin Dells Municipal Electric Utility	10/01/2015	\$8.00	0.092500	0.000400	\$73.03
6610	Wisconsin Dells Municipal Electric Utility	11/01/2015	\$8.00	0.092500	-0.001600	\$71.63
6610	Wisconsin Dells Municipal Electric Utility	12/01/2015	\$8.00	0.092500	0.017400	\$84.93
	<b>Average for Wisconsin Dells Municipal Electric Utility</b>		<b>\$7.75</b>	<b>0.087500</b>	<b>0.006725</b>	<b>\$73.71</b>

### Footnotes

The rate comparison numbers for Madison Gas & Electric Company, Northern States Power Company (dba Xcel Energy), Wisconsin Electric Power Company (dba WE Energies), Wisconsin Power & Light Company (dba Alliant Energy), and Wisconsin Public Service Corporation are shown using a billing date of the 1st of the month. However, these utilities actually bill customers throughout the month. For this reason a customer's actual monthly billings may differ slightly from these calculations during periods when the rates are changing.

Some utility billings occur on the same day of each month. Other utility billings occur about the same day each month, but the dates may change slightly from month to month. This application may indicate that no data is available for a particular month for one utility if that utility usually bills at the end of month but has delayed one month's billing a few days into the next month. Also the following month for that utility will list two billings. *Example: Usual billing dates 02-28, 03-31, 04-30, etc. If the 03-31 billing is delayed to 04-01 then no data will be available for a March rate comparison. However, two billing dates will be listed for April.*



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**Electric Residential Bill Comparison - Report Results**

Comparison Criteria...

Utility ID: 6680

Report Generated: 3/1/2016 12:30:33 PM

Utility Name: Wisconsin Power And Light

Date Range: 1/1/2015 - 12/31/2015

[Export to Excel](#)

Energy Usage: 700 kWh (Monthly)

Utility ID	Utility Name	Bill Date	Monthly Customer Charge	Energy Charge (per kWh)	PCAC/FAC Charge (per kWh)	Total Bill
6680	Wisconsin Power And Light	01/01/2015	\$7.67	0.110920	0.003229	\$87.57
6680	Wisconsin Power And Light	02/01/2015	\$7.67	0.110920	0.003229	\$87.57
6680	Wisconsin Power And Light	03/01/2015	\$7.67	0.110920	0.003229	\$87.57
6680	Wisconsin Power And Light	04/01/2015	\$7.67	0.110920	0.003229	\$87.57
6680	Wisconsin Power And Light	05/01/2015	\$7.67	0.110920	0.003229	\$87.57
6680	Wisconsin Power And Light	06/01/2015	\$7.67	0.110920	0.003229	\$87.57
6680	Wisconsin Power And Light	07/01/2015	\$7.67	0.110920	0.003229	\$87.57
6680	Wisconsin Power And Light	08/01/2015	\$7.67	0.110920	0.003229	\$87.57
6680	Wisconsin Power And Light	09/01/2015	\$7.67	0.110920	0.003229	\$87.57
6680	Wisconsin Power And Light	10/01/2015	\$7.67	0.110920	0.003229	\$87.57
6680	Wisconsin Power And Light	11/01/2015	\$7.67	0.110920	0.003229	\$87.57
6680	Wisconsin Power And Light	12/01/2015	\$7.67	0.110920	0.003229	\$87.57
	<b>Average for Wisconsin Power And Light</b>		<b>\$7.67</b>	<b>0.110920</b>	<b>0.003229</b>	<b>\$87.57</b>

Footnotes

≈ 19% more

The rate comparison numbers for Madison Gas & Electric Company, Northern States Power Company (dba Xcel Energy), Wisconsin Electric Power Company (dba WE Energies), Wisconsin Power & Light Company (dba Alliant Energy), and Wisconsin Public Service Corporation are shown using a billing date of the 1st of the month. However, these utilities actually bill customers throughout the month. For this reason a customer's actual monthly billings may differ slightly from these calculations during periods when the rates are changing.

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**Electric Residential Bill Comparison - Report Results**

**Comparison Criteria...**

Utility ID: 6610

Report Generated: 3/1/2016 12:26:29 PM

Utility Name: Wisconsin Dells Municipal Electric Utility

Date Range: 1/1/2015 - 12/31/2015

[Export to Excel](#)

Energy Usage: 1000 kWh (Monthly)

Utility ID	Utility Name	Bill Date	Monthly Customer Charge	Energy Charge (per kWh)	PCAC/FAC Charge (per kWh)	Total Bill
6610	Wisconsin Dells Municipal Electric Utility	01/01/2015	\$7.00	0.072500	0.028100	\$107.60
6610	Wisconsin Dells Municipal Electric Utility	02/01/2015	\$7.00	0.072500	0.005600	\$85.10
6610	Wisconsin Dells Municipal Electric Utility	03/01/2015	\$7.00	0.072500	0.011900	\$91.40
6610	Wisconsin Dells Municipal Electric Utility	04/01/2015	\$8.00	0.092500	-0.006200	\$94.30
6610	Wisconsin Dells Municipal Electric Utility	05/01/2015	\$8.00	0.092500	0.004500	\$105.00
6610	Wisconsin Dells Municipal Electric Utility	06/01/2015	\$8.00	0.092500	-0.001300	\$99.20
6610	Wisconsin Dells Municipal Electric Utility	07/01/2015	\$8.00	0.092500	0.008100	\$108.60
6610	Wisconsin Dells Municipal Electric Utility	08/01/2015	\$8.00	0.092500	0.000000	\$100.50
6610	Wisconsin Dells Municipal Electric Utility	09/01/2015	\$8.00	0.092500	0.013800	\$114.30
6610	Wisconsin Dells Municipal Electric Utility	10/01/2015	\$8.00	0.092500	0.000400	\$100.90
6610	Wisconsin Dells Municipal Electric Utility	11/01/2015	\$8.00	0.092500	-0.001600	\$98.90
6610	Wisconsin Dells Municipal Electric Utility	12/01/2015	\$8.00	0.092500	0.017400	\$117.90
	<b>Average for Wisconsin Dells Municipal Electric Utility</b>		<b>\$7.75</b>	<b>0.087500</b>	<b>0.006725</b>	<b>\$101.98</b>

**Footnotes**

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**Electric Residential Bill Comparison - Report Results**

**Comparison Criteria...**

Utility ID: 6680

Report Generated: 3/1/2016 12:31:23 PM

Utility Name: Wisconsin Power And Light

Date Range: 1/1/2015 - 12/31/2015

[Export to Excel](#)

Energy Usage: 1000 kWh (Monthly)

Utility ID	Utility Name	Bill Date	Monthly Customer Charge	Energy Charge (per kWh)	PCAC/FAC Charge (per kWh)	Total Bill
6680	Wisconsin Power And Light	01/01/2015	\$7.67	0.110920	0.003229	\$121.82
6680	Wisconsin Power And Light	02/01/2015	\$7.67	0.110920	0.003229	\$121.82
6680	Wisconsin Power And Light	03/01/2015	\$7.67	0.110920	0.003229	\$121.82
6680	Wisconsin Power And Light	04/01/2015	\$7.67	0.110920	0.003229	\$121.82
6680	Wisconsin Power And Light	05/01/2015	\$7.67	0.110920	0.003229	\$121.82
6680	Wisconsin Power And Light	06/01/2015	\$7.67	0.110920	0.003229	\$121.82
6680	Wisconsin Power And Light	07/01/2015	\$7.67	0.110920	0.003229	\$121.82
6680	Wisconsin Power And Light	08/01/2015	\$7.67	0.110920	0.003229	\$121.82
6680	Wisconsin Power And Light	09/01/2015	\$7.67	0.110920	0.003229	\$121.82
6680	Wisconsin Power And Light	10/01/2015	\$7.67	0.110920	0.003229	\$121.82
6680	Wisconsin Power And Light	11/01/2015	\$7.67	0.110920	0.003229	\$121.82
6680	Wisconsin Power And Light	12/01/2015	\$7.67	0.110920	0.003229	\$121.82
	<b>Average for Wisconsin Power And Light</b>		<b>\$7.67</b>	<b>0.110920</b>	<b>0.003229</b>	<b>\$121.82</b>

**Footnotes**

≈ 19.5 % more

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RESOLUTION NO. \_\_\_\_\_

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the BID Committee from their March 16, 2016 meeting;

IT APPROVES the Design Concepts for the Café Zones and Temporary Plaza.

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

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

Vote: \_\_\_\_ ayes; \_\_\_\_ nays

Date Introduced:

Date Passed:

Date Published:

ORDINANCE NO. A-791  
(GIDUP-Rezoning of Parcels)

ITEM 17

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

SECTION I: PURPOSE

The purpose of this ordinance is to amend certain parcels of the zoning map as requested by GIDUP LLC.

SECTION II: PROVISIONS AMENDED

The zoning map for the City of Wisconsin Dells as set forth in the official map provided for in the Wisconsin Dells Code of Ordinances is hereby permanently amended so as to zone the territory as provided below.

SECTION III: PROPERTY REZONED

The following tax parcels in Columbia County are hereby **rezoned from R-5 Residential Multi-family to C-1 Commercial-Neighborhood**:

11291-1292.018 thru 11291-1292.050 and associated common area.

SECTION IV: VALIDITY

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

SECTION V: CONFLICTING PROVISIONS REPEALED

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

SECTION VI: EFFECTIVE DATE

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

SECTION VII:

This ordinance becomes a part of Zoning Map for the Wisconsin Dells.

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

\_\_\_\_\_  
Nancy R. Holzem City Clerk

First Reading Passed: February 15, 2016  
Second Reading Passed:  
Published: February 20, 2016

ORDINANCE NO. \_\_\_\_\_  
(Update to Floodplain Map – Columbia County)

ITEM 18

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

SECTION I: PURPOSE

This ordinance is to update the referenced Flood Insurance Rate Map (FIRM) with the corresponding profiles that are based on the Flood Insurance Study (FIS) for Columbia County effective May 16, 2016; and to remove referenced letters of map revisions in Sauk County that are already included in the updated FIRM.

SECTION II: PROVISION AMENDED

Wisconsin Dells Code Sec. 20.1.5(2)(a)

SECTION III: PROVISION AS AMENDED

(a) OFFICIAL MAPS : Based on the FIS

1. Flood Insurance Rate Maps (FIRM)

**1.1. Flood Insurance Rate Map (FIRM) panel numbers 55021C0018F, 55021C0019F, 55021C0181F, 55021C0182F, 55021C0201F dated May 16, 2016; with corresponding profiles that are based on the Flood Insurance Study (FIS) numbers 55021CV0001C and 55021CV002C dated May 16, 2016. (Columbia County) ;**

~~1.1.1 Letter of Map Amendment (LOMA) Case No 15-05-1001A effective November 25, 2014 (19 Kansas Ave.) This LOMA documents that the Lowest Adjacent Grade Elevation of 19 Kansas Ave. as of November 25, 2014 is not located within the identified Special Flood Hazard Area described by FIRM panel 55021C0020E, dated 4/2/2008 (Columbia County)~~

1.2. Flood Insurance Rate Map (FIRM) panel numbers 55001C0441D, 55001C00442D, DD001C0443D, 55001C0475D, dated June 17, 2008; with corresponding profiles that are based on the Flood Insurance Study (FIS) number 55001CV000A dated June 17, 2008. (Adams County);

1.3. Flood Insurance Rate Map (FIRM) panel numbers 55111C0118E, 55111C0119E, 55111C0231E, and 55111C2232E, dated December 18, 2009; with corresponding profiles that are based on the Flood Insurance Study (FIS) numbers 55111CV001C and 55111CV002C dated October 2, 2015. (Sauk County);

~~1.3.1 Letter Of Map Revision (LOMR) Case No 12-05-7540P effective May 28, 2013 (Hulbert Creek). This LOMR updates FIRM panel numbers 55111C0118E and 55111C0231E dated December 18, 2009 (Sauk County);~~

- ~~1.3.2 Letter of Map Amendment (LOMA) Case No 14-05-7014A effective August 14, 2014 (451 Trout Rd.) This LOMA documents that the Lowest Adjacent Grade Elevation of 451 Trout Rd. as of August 14, 2014 is not located within the identified Special Flood Hazard Area described by FIRM panel 55111C0231E, dated 12/18/2009 (Sauk County)~~
- 1.4 Flood Insurance Rate Map (FIRM) panel number 55057C0537D, 55057C0541D, 55057C0543D dated October 16, 2012; with corresponding profiles that are based on the Flood Insurance Study (FIS) number 55057CV000A dated October 16, 2012 (Juneau County);

#### SECTION IV: VALIDITY

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

#### SECTION V: CONFLICTING PROVISIONS REPEALED

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

#### SECTION VI: EFFECTIVE DATE

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

#### SECTION VII:

This ordinance becomes a part of Wisconsin Dells Code, Chapter 20.

---

Brian L. Landers, Mayor

---

Nancy R. Holzem, City Clerk

First Reading Approved:  
Second Reading Approved:  
Published:

CITY OF WISCONSIN DELLS  
ORDINANCE NO. \_\_\_\_\_

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

SECTION I: PURPOSE

This ordinance updates the City Code Waterway Regulations Section. Current speed restrictions/slow no wake provisions are retained; and, the dam owner/operator is authorized to create a Kilbourn Dam restricted area and install and maintain appropriate waterway markers.

SECTION II: PROVISIONS AFFECTED

A. Wisconsin Dells Code sec. 8.04 is repealed and recreated.

SECTION III: PROVISIONS AS AFFECTED:**8.04 Waterway Regulations**

- (1) Intent. The intent of this code section is to provide safe and healthful conditions for the enjoyment of aquatic recreation consistent with public rights and interest, and the capability of the water resource.
- (2) Applicability and Enforcement. The provisions of this code section shall apply to the waters of the Wisconsin River within the jurisdiction of the City of Wisconsin Dells. The provisions of this ordinance shall be enforced by the Wisconsin Dells
- (3) Speed Restrictions.
  - (a) Definitions. "Slow-no-wake" means that speed at which a board moves as slowly as possible while still maintaining steerage control.
  - (b) A "no wake" zone on the Wisconsin River is created and described as the area from the southernmost point on the bridge abutment on River Road at Michigan Avenue on the east side of the river, then on a line 300 degrees to a point on the west side of the river then south along the west side of the River to the Kilbourn Power Dam and then along the Dam to the east side of the River and then north along the east side to the aforementioned bridge abutment. This area shall be marked by five "no wake" buoys of the type authorized by the Department of Natural Resources.

- (c) A "no wake" zone is hereby created for all of Crandall Bay. This area shall be marked by three "no wake" buoys of the type authorized by the Department of Natural Resources.
- (4) Kilbourn Dam Restricted Area. The owner/operator of Kilbourn Hydro Plant is authorized to restrict access in the vicinity of the facility and install and maintain waterway markers and buoys as permitted by law.

SECTION IV: VALIDITY

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

SECTION V: CONFLICTING PROVISIONS REPEALED

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

SECTION VI: EFFECTIVE DATE

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

SECTION VII: PART OF CODE

This ordinance becomes a part of Wisconsin Dells Code, Chapter 8.

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

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

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

March 18, 2016

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

SECTION I: PURPOSE

This ordinance allows Sidewalk Cafés by right in the C-2 Commercial Downtown Zoning District and updates the definition and standards.

SECTION II: PROVISIONS AMENDED & RECREATED

Wisconsin Dells Code Chapter 19 Exhibit 5.3 is amended.  
Wisconsin Dells Code sec. 19.907 is recreated.

SECTION III: PROVISIONS AS AMENDED & RECREATED

“**Exhibit 5.3 - Temporary uses by District**” is amended to reflect use 21.8 – Sidewalk Café is unconditionally permitted in the C-2 Commercial Downtown District.

**19.907 Sidewalk café**

- (1) Generally. The provisions of this section provide the opportunity for restaurants in identified areas of the city to use adjoining public sidewalks for the purpose of providing outdoor seating.
- (2) Purpose. The provisions of this section are intended to:
  - (a) Enhance the pedestrian ambiance of the city by promoting additional activity on city sidewalks and visual interest;
  - (b) Enhance the appropriate use of existing public spaces;
  - (c) Increase economic activity in the area.
- (3) Approval. Any proposed sidewalk café must be approved by the Design Review Committee (DRC) prior to the use commencing.
- (4) Location. The location of a sidewalk café will be reviewed by the DRC on a case by case basis, with the following guidelines:
  - (a) A sidewalk café shall be located directly in front of, or adjacent to the restaurant with which it is associated.
  - (b) A sidewalk café may utilize public space in front of and against the building of an adjoining property only if expressed consent is given by the adjoining property owner.
  - (c) A sidewalk café may utilize space in front of an adjoining property, along the curb, only if the property owner directly in front of that space is not utilizing that space.
  - (d) A sidewalk café service area shall be contiguous.
- (5) Obstructions. A sidewalk café may not interfere with any public service facilities located within the street right-of-way, including public telephones, mailboxes, public signs, public benches, public art, public fountains, and bus stops. In addition, a sidewalk café may not

interfere with fire escapes, drop ladders, building access points, and other points of normal or emergency access.

- (6) Pedestrian movement. No portion of the sidewalk café may impede pedestrian movement. Generally, a 4-foot wide unobstructed walkway allows adequate pedestrian movement. One Broadway, a minimum 6-foot wide unobstructed walkway is required by the WisDOT.
- (7) Planters. Planters may be used as a visual amenity and to frame off the space allocated for the sidewalk café. The size of plant materials shall be compatible in scale with the immediate area. Hanging planters are not permitted.
- (8) Lighting. Lighting shall be limited to table top lamps of low intensity. The building inspector may allow additional lighting to provide appropriate levels for safety.
- (9) Furnishings. All furnishings shall fit the character of a public streetscape. An umbrella over each table may be permitted if it does not create an obstruction.
- (10) Floor covering. A floor covering may not be used in the sidewalk café.
- (11) Tables. Round tables may not exceed 36 inches in diameter and square tables may not exceed 36 inches in width.
- (12) Food preparation. All food shall be prepared within the restaurant.

#### SECTION IV: VALIDITY

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

#### SECTION V: CONFLICTING PROVISIONS REPEALED

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

#### SECTION VI: EFFECTIVE DATE

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

#### SECTION VII: PART OF CODE

This ordinance becomes a part of Wisconsin Dells Code Chapter 19

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Brian L. Landers, Mayor

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Nancy R. Holzem, Clerk/Coordinator

First Reading: March 21, 2016

Second Reading:

Published:

Exhibit 5-2. Accessory uses by district

20.0	Accessory Use	A-1	A-2	D-1	R-1	R-2	R-3	R-5	R-9	C-1	C-2	C-3	C-4	M-1	I-1	Special Standards
20.1	Adult family home	-	-	-	P	P	P	P	P	P	-	-	-	P	-	19.800
20.2	Amateur radio station	-	-	-	P	P	P	P	P	-	-	-	-	P	-	19.801
20.3	ATM, exterior	-	-	-	-	-	-	-	-	C	P	P	P	C	-	19.802
20.3	ATM, interior	-	-	-	-	-	-	-	-	P	P	P	P	P	-	19.802
20.4	Bed and breakfast	-	-	-	C	C	-	-	-	C	-	-	-	C	-	19.803
20.5	Boat dock	C	C	C	C	C	C	C	C	C	C	C	C	C	C	19.803
20.6	Drive-up service window	-	-	-	-	-	-	-	-	-	C	C	C	C	C	19.804
20.7	Family day care home	-	-	-	P	P	P	P	P	P	-	-	-	P	-	19.805
20.8	Fence	P	P	P	P	P	P	P	P	P	P	P	P	P	P	19.806
20.9	Foster home and treatment foster home	P	P	-	P	P	P	P	P	P	-	-	-	P	-	19.807
20.10	Garage, nonresidential	P	P	-	-	-	-	-	-	C	C	C	C	C	C	19.808
20.11	Garage, residential	-	-	-	P	P	P	P	P	P	-	-	-	P	-	19.809
20.12	Home occupation	-	-	-	C	C	-	-	-	C	-	-	-	C	-	19.810
20.13	Outdoor commercial food and beverage service	-	-	-	-	-	-	-	-	C	C	C	C	C	-	19.811A
20.135	Small Scale outdoor comm. Food & beverage	-	-	-	-	-	-	-	-	C	C2	C2	C2	C	-	19.811B
20.14	Outdoor display incidental to indoor sales	-	-	-	-	-	-	-	-	-	C2	C2	C2	C	-	19.812
20.15	Outdoor furnace	P	P	C	C	C	C	-	-	C	-	C	C	-	C	19.813
20.16	Parking lot, on-site	P	P	C	-	-	P	P	P	P	P	P	P	P	P	19.813
20.17	Play structure (residential)	P	P	-	P	P	P	P	P	P	-	-	-	-	P	19.814
20.18	Private kennel	P	P	-	P	P	P	P	P	P	-	-	-	-	-	19.815
20.19	Private stable	P	P	-	-	-	-	-	-	-	-	-	-	-	-	19.816
20.20	Roadside produce stand	P	P	-	-	-	-	-	-	-	-	-	-	-	-	19.817
20.21	Standby electrical power generator	P	P	P	P	P	P	P	P	P	P	P	P	P	P	19.818
20.22	Storage container	-	-	-	-	-	-	-	-	-	-	C	C	-	P	19.819
20.23	Swimming pool (residential)	P	P	-	P	P	P	P	P	P	-	-	-	-	P	19.820
20.24	Upper-floor residential	-	-	-	-	-	-	-	-	-	C	-	-	C	-	19.820
20.25	Walk-up service window	-	-	-	-	-	-	-	-	-	C	C	C	C	-	19.821
20.26	Wharf	C	C	C	C	C	C	C	C	C	C	C	C	C	C	19.821
20.27	Wind energy system	P	P	C	C	C	C	C	C	C	C	C	C	C	C	19.822
20.28	Yard shed (residential)	P	P	-	P	P	P	P	P	P	-	-	-	-	P	19.823
20.29	Industrial District Retail	-	-	-	-	-	-	-	-	-	-	-	-	-	C	19.823

Key to table:

- The use is not permitted in the district
- C2 The use is allowed through the conditional use 2 process.
- C The use is allowed through the conditional use process
- P The use is permitted provided the standards are met, if any

Exhibit 5-3. Temporary uses by district

21.0	Temporary Use	A-1	A-2	D-1	R-1	R-2	R-3	R-5	R-9	C-1	C-2	C-3	C-4	M-1	I-1	Special Standards
21.1	Circus	-	-	-	-	-	-	-	-	-	P	P	P	-	-	19.901
21.2	Farmers' market	C	C	-	-	-	-	-	-	P	C	C	C	C	-	19.901
21.3	Itinerant sales	-	-	-	-	-	-	-	-	C	C	C	C	-	-	19.902
21.4	On-site construction office	-	-	-	-	-	C	C	-	-	C	C	C	C	-	19.903
21.5	On-site real estate sales office	-	-	-	C	C	C	C	-	-	-	-	-	C	-	19.904
21.6	Outdoor vendor	-	-	-	-	-	-	-	-	-	C	C	C	C	-	19.905
21.7	Seasonal product sales	P	P	-	-	-	-	-	-	C	-	P	P	C	P	19.906
21.8	Sidewalk café	-	-	-	-	-	-	-	-	C	P	-	-	C	-	19.907
21.9	Snow disposal site	P	P	-	-	-	-	-	-	-	P	-	-	-	P	19.908
21.10	Street performance	-	-	-	-	-	-	-	-	-	C	-	-	-	-	19.909

Key to table:

- The use is not permitted in the district
- C The use is allowed through the conditional use process

**ORDINANCE NO. \_\_\_\_\_**  
**(Busker Permit Revisions)**

**ITEM 21**

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

SECTION I: PURPOSE

This ordinance updates the City code section regarding Busking Permits.

SECTION II: PROVISION REPEALED AND RECREATED

Wisconsin Dells Code Sec. 16.10 is repealed and recreated.

SECTION III: PROVISION AS REPEALED AND RECREATED

**16.10 BUSKING**

- (1) Permit Required. No person shall engage in the act of busking within the City of Wisconsin Dells without first obtaining a permit thereof in compliance with the provisions of this ordinance.
- (2) Definitions. When used in this section, the following term shall have the following meaning:
  - (a) Busking. The practice of doing live performances in public places to entertain people. Those engaging in the practice are called buskers.
  - (b) Performance. Musical, dramatic or other entertainment substantially involving musical, theatrical, or circus performance skills.
  - (c) Soliciting of Funds. The act of asking, begging, seeking or requesting money or goods from members of the public.
  - (d) Offerings for Sale. The display or demonstration of items with an implication that they are available for sale.
  - (e) Dangerous materials and implements. Items that pose a risk, hazard or uncertain outcome for people. Dangerous materials include flammable materials and chemical, fire, fireworks, smoke, flares, heated elements, or anything that gives off a level of heat or toxicity that poses a threat of harm or damage to members of the public and public property. Dangerous implements include knives, spears, swords, spikes and sharp implements of any kind that pose a threat of harm to the general public.
  - (f) Designated Location. Specified sites within restricted areas where busking can occur under defined conditions.

- (3) Exemptions. Those individuals or groups hired and scheduled by the Wisconsin Dells Visitors and Convention Bureau, business covered under a Conditional Use Permit, and events otherwise covered under a Special Events Permit are exempt.
- (4) Application. Applicants for a permit under this section must file with the Police Department **or designated entity** a sworn application in writing on a form to be furnished by the Police Department **or designated entity** which shall give the following information:
  - (a) Full name, including middle initial of all performers including date of birth, driver's license number and state of issuance.
  - (b) Current address (include mailing address if different).
  - (c) Telephone number, including cell phone number
  - (d) Brief description of type of performance that will be done
  - (e) Fee must accompany permit application and is non-refundable
  - (f) A performance audition **or submitted media** may be required
  - (g) All applicants are subject to a criminal history check conducted by the police department **or designated entity**. Based on the results, the Police Chief or designee may deny the permit.
- (5) Permit Fee. Fee is established by fee schedule adopted pursuant to city code section 2.05.
- (6) Regulation and Restrictions.
  - (a) Hours of Performance. Busking will be allowed only during the designated hours.
  - (b) Designated Location. Busking will be allowed only in those locations designated by the city.
  - (c) Traffic Flow. Buskers must not unreasonably interfere with pedestrian or traffic flow, including by way of encouraging audience formation in such a manner to cause interference.
  - (d) Solicitation. Buskers may receive a monetary appreciation from the audience for their performance but may not solicit funds in any way.
  - (e) Display of Permit. The applicant shall have city permit on display and visible at all time while engaged in the licensed activity.
  - (f) Misrepresentation Prohibited. The applicant shall not intentionally misrepresent the purpose of their busking.
  - (g) Loud Noises and Speaking Devices. The applicant, or any person on their behalf, shall not shout, cry out, blow a horn, ring a bell, use any sound amplifying device

or otherwise create any noise that is solely for the purpose of attracting attention and not inherently part of the busking performance. **The applicant shall not use sound amplifying devices as part of their performance.**

- (h) Dangerous Materials and Implements. May be prohibited.
  - (i) Offering for Sale Prohibited. Only sales of the performer's CDs and DVDs are allowed. Sales of any other kind of merchandise are prohibited.
  - (j) Performance Cessation. The police department or designated entity may require any individual performance to cease and desist if that performance is deemed inappropriate, unsuitable for a family-friendly environment, **or not cordial, or otherwise creates a disturbance.**
- (7) Revocation of Permit. Permit issued hereunder may be revoked by the issuer at any time.
  - (8) Reapplication. No applicant whose permit has been revoked shall make further application until a period of at least six (6) months has lapsed since the last revocation. An application may be denied based on a previous revocation.
  - (9) Expiration of Permit. This permit is for a performance season defined on the permit application. This permit shall expire at the end of that season, regardless of when the permit was issued.

#### SECTION IV: VALIDITY

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

#### SECTION V: CONFLICTING PROVISIONS REPEALED

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

#### SECTION VI: EFFECTIVE DATE

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

#### SECTION VII: PART OF CODE

This ordinance becomes a part of Wisconsin Dells Code, Chapter 16.

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Brian L. Landers, Mayor

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Nancy R. Holzem, City Clerk