



**Amendment  
No. 1**



**PROFESSIONAL SERVICES**

More ideas. Better solutions.

**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  
Mayor  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
John M. Langhans, P.E.  
Team Leader  
Date: 1/18/2016

Attest: City Clerk/Coordinator (WI Only)

1230 South Blvd.  
Baraboo, WI 53913  
Phone: 608-355-8895  
jlanghans@msa-ps.com

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

300 La Crosse St  
Wisconsin Dells, WI 53965

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.

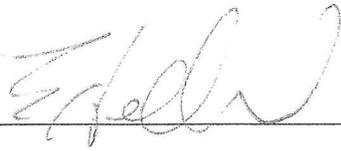
17. Binding Effect.

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**

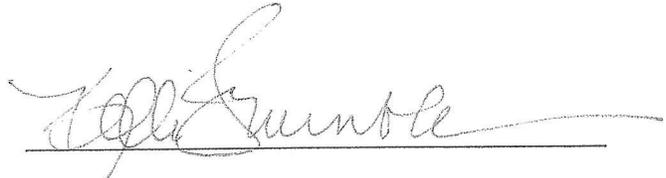
RIVERVIEW BOAT LINE



Eric Helland, General Manager

**LESSEE**

Wisconsin Dells Business Improvement  
District Committee



Kelli Trumble, Committee Chair

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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.

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LESSOR

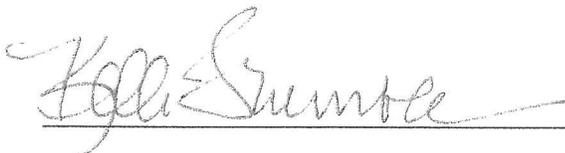
RIVERVIEW BOAT LINE



Eric Helland, General Manager

LESSEE

Wisconsin Dells Business Improvement  
District Committee



Kelli Trumble, Committee Chair

**Nancy Holzem**

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**From:** Chris Tollaksen  
**Sent:** Tuesday, January 19, 2016 8:49 AM  
**To:** Brian Landers; Karen Terry; Nancy Holzem; Joseph J. Hasler  
**Cc:** Dar Mor  
**Subject:** BID 2015 - downtown.pdf  
**Attachments:** BID 2015 - downtown.pdf

As Finance tries to determine a fee structure for the private use of sidewalk, perhaps the BID zones would delineate the per sq ft fee.

The 2 established fees are High Rock and the Roadhouse. High Rock would be in Zone 1 and the Road House would be in Zone 3.

Oak St south of the alley would be in Zone 2, so the fee there would be somewhere in between the two established fees.

Zone 4 is entirely in Sauk Co. Any commercial area outside zones 1-3 would be in Zone 5.

I still believe that the DRC has gone through an intensive exercise of developing design standards for the downtown based on the visions of Roger Brooks and Zebra Dog. They would seem to be the most in tune with what to look for in proposed sidewalk cafes.

I understand the standard zoning approval process is an impedance. I would suggest updating the zoning code to allow sidewalk cafes with DRC approval only.



**LEGEND**  
Proposed  
10/07/2009

- LEVEL 1 00-600 BROADWAY
- LEVEL 2 00-600 OFF BROADWAY
- LEVEL 3 600-1200 BROADWAY, BRIDGE TO HWY 12
- LEVEL 4 HWY 12 TO INTERSTATE TO UNITY DRIVE
- LEVEL 5 RIVER ROAD AND VINE STREET
- LEVEL 6 VACANT (0 ASSESS) ZONED COMMERCIAL