

CITY OF WISCONSIN DELLS MEETING AGENDA

Meeting Description COMMON COUNCIL MEETING

Date: MONDAY, FEBRUARY 16, 2015 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
OPENING				
1	CALL TO ORDER & ROLL CALL			
2	PLEDGE OF ALLEGIANCE			
3	APPROVAL OF CONSENT AGENDA ITEMS: <ul style="list-style-type: none"> a. Approval of the January 19, 2015 Meeting Minutes b. Schedule of Bills Payable dated February 16, 2015 c. Applications for Bartender Licenses 			
4	COMMITTEE UPDATES BY CHAIRPERSONS: (BID, FINANCE, LEGISLATIVE, PARK & REC, PUBLIC WORKS, PLAN COMMISSION AND LIBRARY)			
AGENDA ITEMS				
5	CITIZEN APPEARANCES FOR ANY NON-AGENDA ITEM			
6	APPLICATION FOR AN ORIGINAL CLASS B BEER & CLASS C WINE LICENSE RECEIVED FROM MZ FOOD, LLC, MIROSLAV KAROV AGENT, FOR PIZZA VILLA, 737 SUPERIOR STREET, FOR THE LICENSING PERIOD OF FEBRUARY 20, 2015 THROUGH JUNE 30, 2015			
7	APPLICATION FOR A TEMPORARY CLASS C WINE LICENSE SUBMITTED BY AMERICAN LEGION POST 187 FOR A SPRING WINE WALK DOWNTOWN ON FRIDAY, APRIL 24, 2015			
8	REQUEST TO AMEND THE PREMISES DESCRIPTION ON THE CLASS B BEER & CLASS C WINE LICENSE HELD BY SAN ANTONIO MEXICAN RESTAURANT, LLC AT 742 EDDY STREET TO INCLUDE 740 EDDY STREET			
RESOLUTIONS				
9	RESOLUTION TO AMEND THE 2015 BOAT DOCK RENTAL FEES IN THE 2015 SCHEDULE OF FEES			
10	RESOLUTION TO APPROVE A CONDITIONAL USE PERMIT TO JENNIFER WIGEN IN ORDER TO DRAW AND SELL CARICATURES FROM THE PATIO AREA AT DAIRY QUEEN, 109 BROADWAY			
11	RESOLUTION TO APPROVE A CONDITIONAL USE PERMIT TO MT OLYMPUS ENTERPRISES IN ORDER TO OPERATE A GROUP LODGING FACILITY AT 2020 WISCONSIN DELLS PARKWAY			
12	RESOLUTION TO APPROVE THE SITE PLAN APPLICATION SUBMITTED BY ST CECILIA CATHOLIC CHURCH TO CONSTRUCT A NEW CHURCH AT 604 OAK STREET			
13	RESOLUTION TO APPROVE THE REVISED PROJECT AGREEMENT WITH D.O.T. FOR THE RIVERWALK PROJECT			
14	RESOLUTION TO APPROVE THE ENGINEERING SERVICES AGREEMENT WITH MIKE HORKAN (MTH ENGing)			
15	RESOLUTION TO CHANGE THE MARCH COUNCIL MEETING TO MONDAY, MARCH 23, 2015 AND THE APRIL COUNCIL MEETING TO MONDAY, APRIL 27, 2015 (REORGANIZATIONAL MEETING WILL REMAIN ON TUESDAY, APRIL 21, 2015)			

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

ITEM 3c

FOR OFFICE USE ONLY

Receipt# 49513
Amount Paid: \$ 60.00
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: 2/29/15 JCH RC
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 1-27-15

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 Fry Kenneth Edward
Last First Middle
Home Address 1030 Race St. Wis. Dells WI 53965
Street City State Zip
Mail License to (if different from Home Address) _____
Street City State Zip

Previous Addresses within the past 10 years

411 W. Maple St
Baraboo WI 53913

Drivers License # F600-5057-8450-00 State Issued WI

Phone Number 608-408-6320 Date of Birth 12-10-1978 Place of Birth St. Clare Baraboo WI

Physical Description Sex M Race White Height 5'8" Eye Color: hazel Hair Color: brown

License to be used at (Name of Business) Roadhouse Saloon

- 1. Have you been convicted of any felony or misdemeanor? Yes ___ No x
- 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 x No ___
- 3. Are there currently any charges, federal, state, or local pending against you? Yes x No ___
- 4. Do you currently have any outstanding forfeitures owed to the City of Wisconsin Dells? Yes ___ No x

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>
10-26-14	OWI	walworth	WI
	- Fighting my case		
	- have signature band for no consumption of alcohol but states I can work in bar as bartender or server		

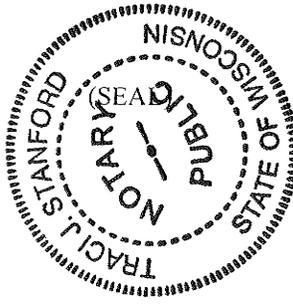
STATE OF WISCONSIN

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: [Signature] Date: 1-27-15

Subscribed and sworn to before me this 27th day of January, 2015.
[Signature]
Notary Public
My Commission Expires: 10/25/2015



- 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>

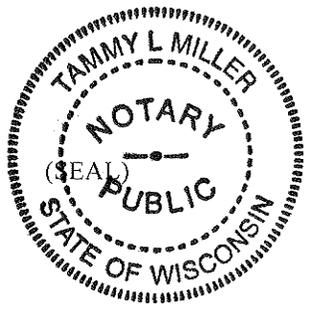
STATE OF WISCONSIN

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: 1/27/15

Subscribed and sworn to before me this 27th day of January, 2015.
Tammy L. Miller
Notary Public
My Commission Expires: 4-14-18



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

FOR OFFICE USE ONLY

Receipt# 49456
 Amount Paid: \$ 60.00
 License Exp. Date Provisional: _____ (not more than 60 days)
 Operators-June 30, _____ (even year)
 Temporary Period _____ (not more than 14 days)
 Council Date Granted: _____
 License #: _____ Date Issued: _____

Police Dept Verification: 1-28-15 (no CH) (L)
 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 record check will be conducted.
- A Beverage Server Certificate, proof of registration in the class, or proof of having an Operator License within the last two years must accompany New, Renewal, or Provisional License Applications.

Application Date 1-22-2015

License Applying For:

- New \$60** (prorated 7th-24th month of licensing period)
 Renewal \$60
 Provisional \$10 (1st time applicants only)
 Temporary \$10
 Temp. Period Needed (1-14 days): _____

Check the appropriate box that applies to you:

- have an Operator's License in effect at this time. (Attach proof if not held w/City of Wisconsin Dells)
 have held an Operator's License within past 2 years (Attach proof)
 have completed the Beverage Server Training Course within past 2 years (Attach Completion Certificate)
 am enrolled in the Beverage Server Training Course
 Class Date and Location: _____
 (After completing the course, bring in your certificate to receive license)
 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, 20____, 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 Lovebeck Danielle Rae

Home Address 110 Country Lane Unit #1 Wis. Dells WI 53965
 Street City State Zip

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

Previous Addresses within the past 10 years

85A Grand Canyon Dr #102
Wisconsin Dells, WI 53965

Drivers License # _____ State Issued Wisconsin

Phone Number 608-432-3804 Date of Birth 3-15-88 Place of Birth Baraboo, WI hospital

Physical Description Sex F Race White Height 5'08" Eye Color: blue Hair Color: blonde

License to be used at (Name of Business) Chula Vista Resort

- Have you been convicted of any felony or misdemeanor? Yes ___ No X
- 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 X
- Are there currently any charges, federal, state, or local pending against you? Yes ___ No X
- Do you currently have any outstanding forfeitures owed to the City of Wisconsin Dells? Yes ___ No X

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>

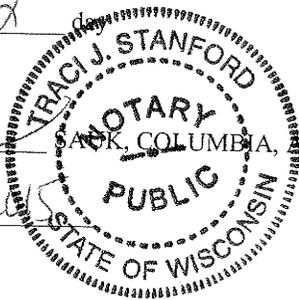
STATE OF WISCONSIN
COUNTIES OF SAUK, COLUMBIA, ADAMS & JUNEAU

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: Danielle Loveluck Date: 1-22-15

Subscribed and sworn to before me this 22nd day of January, 2015.

[Signature]
 Notary Public
 My Commission Expires: 10/25/2015



(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>
2004	Theft	Sauk	WI

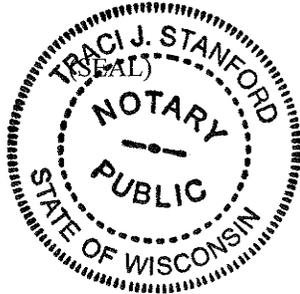
STATE OF WISCONSIN
COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU

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: 01-30-2015

Subscribed and sworn to before me this 30th day of January, 2015.
[Handwritten Signature]
Notary Public

My Commission Expires: 10/25/2015



- 1. Have you been convicted of any felony or misdemeanor? Yes ___ No X
- 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 X
- 3. Are there currently any charges, federal, state, or local pending against you? Yes ___ No X
- 4. Do you currently have any outstanding forfeitures owed to the City of Wisconsin Dells? Yes ___ No X

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>

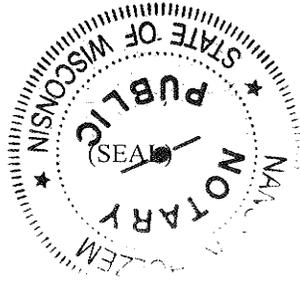
STATE OF WISCONSIN

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: Pamela Scheeler Date: 1-28-2015

Subscribed and sworn to before me this 28th day
of January 28, 2015
Nancy R. Holzer
Notary Public
My Commission Expires: 10-18-15



(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>
1999	Driving on Suspension	Wausa	Wi

STATE OF WISCONSIN

COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU

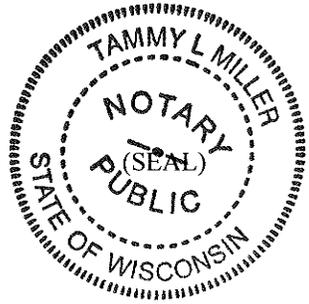
The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application: that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that 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: Elisa G Schaeff Date: 1-20-15
Elisa G Schaeff

Subscribed and sworn to before me this 26th day of Jan, 2015.

Tammy L. Miller
Notary Public

My Commission Expires: 4-14-18



- 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>

STATE OF WISCONSIN

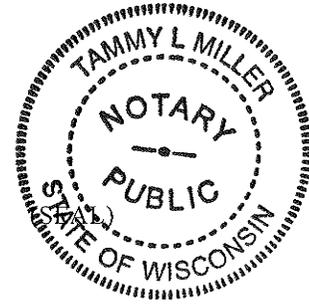
COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU

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: Ashley Street Date: 1-26-15
Ashley Street

Subscribed and sworn to before me this 26th day
of January, 2015.
Tammy L. Miller
Notary Public

My Commission Expires: 4-14-18



ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

ITEM 6

Submit to municipal clerk.

For the license period beginning 2-20 20 2015
 ending 6-30 20 2015

LICENSE REQUESTED ▶	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>41.65</u>
<input checked="" type="checkbox"/> Class C wine	\$ <u>41.65</u>
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ <u>14.00</u>
TOTAL FEE	\$ <u>97.30</u>

TO THE GOVERNING BODY of the: Town of } Wisconsin Dells
 Village of }
 City of }

County of Jefferson Columbia Aldermanic Dist. No. _____ (if required by ordinance)

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): MZ Food, LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Member Zdravko N. Zamov</u>	<u>725 Vine, Wis. Dells</u>	<u>53965</u>
Vice President/Member	<u>Member Miroslav Karov</u>	<u>725 Vine St. Wis. Dells</u>	<u>53965</u>
Secretary/Member			
Treasurer/Member			
Agent	<u>Miroslav Karov</u>		
Directors/Managers			

3. Trade Name Pizza Villa Business Phone Number 608-254-8394
 4. Address of Premises 237 Superior St. Wis. Dells Post Office & Zip Code Wis. Dells 53965

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 11-7-14 of registration.
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No
- (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 237 Superior St. - Main Floor & Basement

10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued? Pizza Villa, Inc.
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776] Yes No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 8th day of January, 20 15

Karoline Harris
 (Clerk/Notary Public)

My commission expires 11-21-17

[Signature]
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

[Signature]
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LI

ITEM 7

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

FEE \$ 10.00 R# 49641

Application Date: 2/4/2015

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 4/24/15 and ending 4/24/15 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 Veteran's Organization Fair Association

(a) Name AMERICAN LEGION POST "187"

(b) Address 609 WISC. AVE WISCONSIN DELLS WISC
(Street)

Town Village City

(c) Date organized 1/1919

(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 GARY THOMPSON - WISC. DELLS

Vice President ED LURASZEWICZ WISC DELLS / ED FOX / EXEC COMMITTEE

Secretary HENRY LURASAUAGE WISC DELLS / WISC. DELLS

Treasurer AARON CASLE LAKE DELTON

(g) Name and address of manager or person in charge of affair: GARY R. THOMPSON

S 108 OLD HWY 12, WISC. DELLS, WISC 53965

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

(a) Street number DOWN TOWN WISC. DELLS AREA

(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: _____

3. NAME OF EVENT

(a) List name of the event WINE WALK

(b) Dates of event 4-24-15

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] 2-4-15
(Signature/date)

HAROLD B. LARKIN AMERICAN LEGION POST 187
(Name of Organization)

Officer [Signature] 2-4-15
(Signature/date)

Officer [Signature] 2-4-15
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk 2/5/15

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

January 16, 2015

ITEM 8

RE: REQUEST TO AMEND PREMISES DESCRIPTION ON BEER/WINE LICENSE

Please consider our request to amend the premises description on the Class B Beer and Class C Wine license that San Antonio Mexican Restaurant, LLC holds for the San Antonio Mexican Restaurant at 742 Eddy Street to include 740 Eddy Street as we purchased this building and will be expanding our business to include this area.

Thank you.



Luis A. Martinez

San Antonio Mexican Restaurant, LLC

740 El Rey Bar

ITEM 9

RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the PARKS, RECREATION & WATERWAYS COMMITTEE from their February 2, 2015 meeting; and the FINANCE COMMITTEE from their February 16, 2015 meeting;

The Schedule of Fees for 2015 is amended as follows increasing the Boat Dock Rental Fees:

\$500 – City Residents
\$650 – School District Residents
\$900 – All others

The additional revenue exceeding what was budgeted for in 2015 is to be placed in the Dock Replacement/Improvements Outlay account.

Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: _____ayes _____nays
Date Introduced: February 16, 2015
Date Passed:
Date Published:

**~ CITY OF WISCONSIN DELLS ~
2015 SCHEDULE OF FEES**

Type	Proposed Fee	Current FEE		Code Section	Year Revised
Adult Oriented Establishment		1000.00	Annually	16.18(5)(a)	2002
Alarm Monitor at Police Dept		125.00	Annually	9.05(7)	2010
Awning & Canopies Inspections		60.00	Every 2 years	22.26(6)	2010
Bicycle License		5.00	For life of bike	23.04	2005
Board of Appeals		300.00	Plus Public Hearing Fee	19.221	2010
Boat Dock Rental Fee	500.00	309.00	Annually-city resident	3% increase every other yr	2014
(+ 5.5% sales tax)	650.00	445.00	Annually-school district resident	3% every other	2014
	900.00	731.00	Annually-all others	3% every other	2014
Boat Launch Fee (Daily)		8.00		8.03(4)(a)	2010
Boat Launch Fee (Annual)		50.00			2010
Building Inspection Fees (Commercial)		75.00	Roof Re-Shingle Electric Service Upgrade Required by code violations	13.01(3)	2010
Building Inspection Fees (Residential)		50.00	Roof Re-Shingle Electric Service Upgrade Required by code violations		2010
Building Permits (Residential)		45.00	First \$1000 of cost or less; \$20 each add'l \$1000	13.01(3)	2008
		2500.00	Maximum fee		2008
Building Permits (Commercial)		45.00	First \$1000 of cost or less	13.01(3)	2008
		25.00	Each add'l \$1000 to \$500,000		2008
		50.00	Each add'l \$100,000 thereafter		2009
		25,000	Maximum fee		2009
Building Permits (REU fee)		1920.00			2014
Building Footings & Foundation Fee (Commercial)		125.00			2008
Busking Permit		50.00	Per performer/per season	16.10	2014
Cemetery Lots		550.00			2008
Mon-Sat Grave Opening		400.00			2008
Mon-Sat Cremation		225.00			2008
After 4pm hourly charge		65.00			2008
Cigarette License		100.00	Annually (highest fee allowed)	16.15(2)	2002
Circus, Carnival, Theatrical Permit		100.00	Per day or \$1500 per month	16.07(3)	2010
Community Center Room Rental:					
City non-profit organizations		25.00	Each additional hour: \$5.00		2010
All other groups		50.00	Each additional hour: \$15.00		2010
Use of kitchen (additional)		25.00	Per hour (max \$100)		1999

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 City Plan Commission from their February 4, 2015 meeting;

To APPROVE a Conditional Use Permit to Jennifer Wigen in order to allow Commercial Activity (draw caricatures) without a permanent structure or washroom at 109 Broadway - Dairy Queen patio area.

Brian L. Landers, Mayor

Attest:

Nancy R. Holzem, City Clerk

Vote: _____ ayes _____ nays
Date Introduced: February 16, 2015
Date Passed:
Date Published:

Conditional Use Permit – Commercial activity WITHOUT a permanent structure or washroom.
109 Broadway – Dairy Queen
Staff Report for Plan Commission, 2/04/15

The City of Wis. Dells has received a Conditional Use Permit application from Jennifer Wigen to perform a Commercial activity without a permanent structure or washroom. Ms. Wigen would like to provide caricature drawings at the south end of the concrete deck adjacent to the Dairy Queen located at 109 Broadway. Section 19.675 of the Wisconsin Dells Zoning Ordinance requires all commercial activities be conducted within or on a premise having a permanent building equipped with a washroom except when a Conditional Use permit is obtained.

This location has been leased for similar commercial activities over the years.

Any approval of this CUP should include the following contingencies:

1. Temporary signs are not allowed.
2. No signs are to be hung from the railings around this area or placed on the sidewalks around this area.
3. Ms. Wigen is not to solicit business by calling out to persons walking on the sidewalk or playing any amplified music, announcement or other sound to attract attention to his business.
4. Ms. Wigen is responsible for keeping her area picked up.

Chris Tollaksen
City of Wis. Dells Public Works

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	44433
Application number	1-2015

1. Applicant information

Applicant name	Jennifer Wigen
Street address	10501 Cedar Lake Road #302
City	Hopkins
State and zip code	MN 55305
Daytime telephone number	612 999-5760
Fax number, if any	952 545-3868
E-mail, if any	nick@nicksharpe.com (click on extra's then click on get tooned)

2. Subject property information

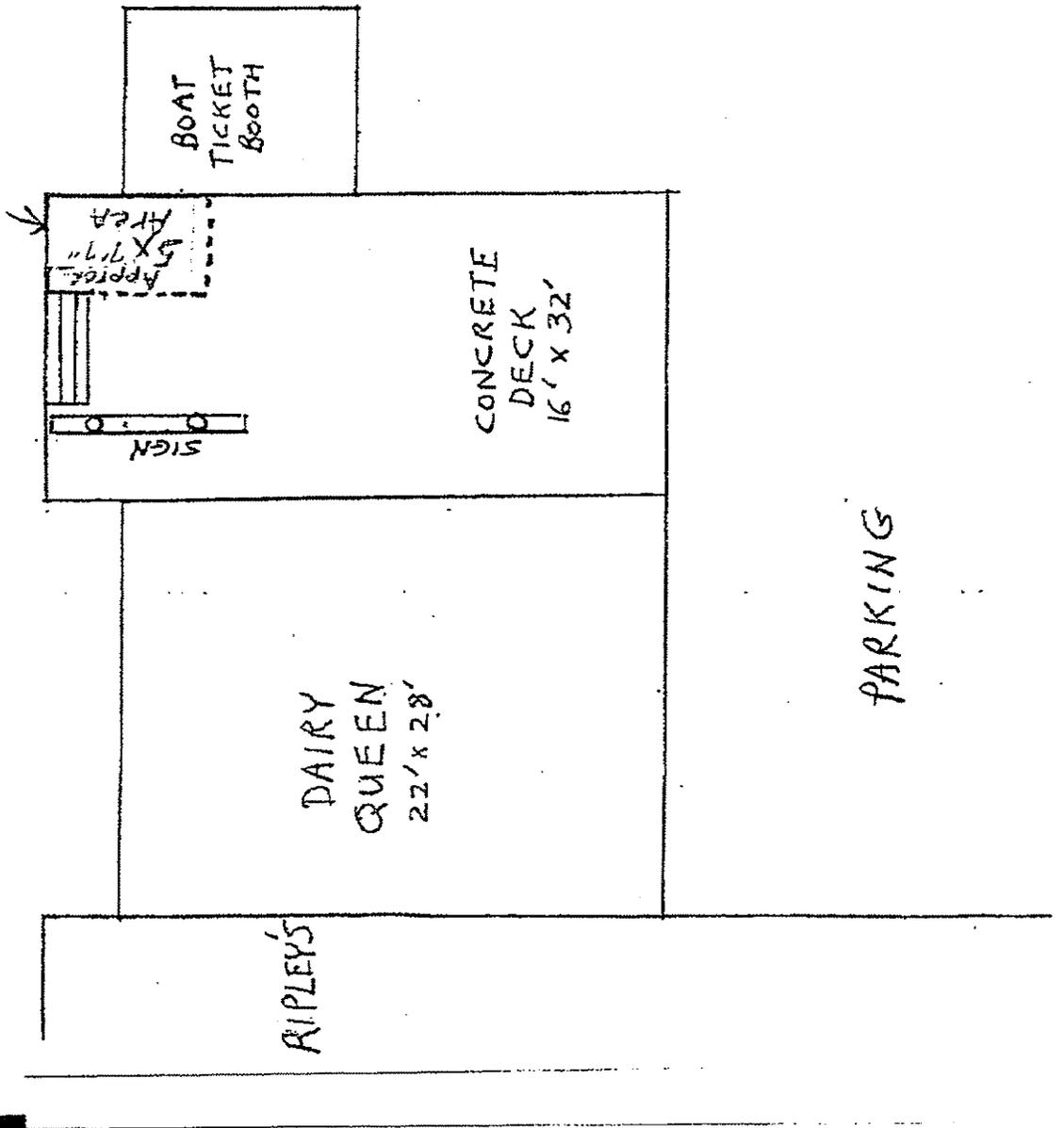
Street address	109 Broadway	
Parcel number	Part of 604.5	Note: the parcel number can be found on the tax bill for the property or may be obtained from the City.
Current zoning classification(s)	A Commercial	
Describe the current use	Dairy Queen Patio	

3. Proposed use. Describe the proposed use.

Use the 5'X7.7" area for drawing and selling caricatures at the south end of the concrete deck adjacent to the Dairy Queen on Broadway Street, Wisconsin Dells.

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

The above space has been occupied several years with a conditional use permit. I will be occupying this space May through September, 2015. Hours will be determined by amount of business. Approximate hours 1 P.M. – 10 P.M.



January 16, 2015

City Plan Commission
300 LaCrosse Street
Wisconsin Dells, WI 53965

Plan Commission members:

I would like to lease the SW corner (a 5' x 7'7" space) of the Dairy Queen patio to Jennifer Wigen for the summer of 2015. Jennifer has been a professional artist for 21 years, creating caricature portraits at numerous tourism destinations in the USA and abroad. Her talents will be appreciated by visitors to downtown Wisconsin Dells. Jennifer will have access to the restrooms in the adjacent Wizard Quest building and will comply with all City regulations for signage and proper appearance of the leased space.

Over the past 14 years, I have leased this space to 9 different caricature artists, all approved by City government. I encourage the city government to continue to facilitate the leasing of space in downtown Wisconsin Dells to artists. This can greatly add to the character of our downtown and lead to a more positive experience for visitors.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Paul Olson". The signature is written in black ink and is positioned above the printed name.

Paul Olson

**PAUL OLSON DBA
DELLS RECREATION COMPANY
P.O. BOX 87
WISCONSIN DELLS, WI 53965**

January 15, 2015

City of Wisconsin Dells
300 LaCrosse St.
Wisconsin Dells, WI 53965

To Whom It May Concern:

In year 2015, Jennifer Wigen, 10501 Cedar Lake Road #302, Hopkins, MN 55305 is leasing from Dells Recreation Company an approximate 5' X 7'7" area at the south end of the concrete deck adjacent to the Dairy Queen on Broadway in Wisconsin Dells. Jennifer will have access to the public bathroom by Wizard Quest.

If you have any questions, please call me at (608) 254-8500.

Sincerely,

A handwritten signature in cursive script that reads "Paul Olson".

Paul Olson

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 City Plan Commission from their February 4, 2015 meeting;

To APPROVE a Conditional Use Permit to Mt Olympus Enterprises Inc for one year in order to operate a Group Lodging Facility at 2020 Wisconsin Dells Parkway with the contingencies listed in the staff report.

Brian L. Landers, Mayor

Attest:

Nancy R. Holzem, City Clerk

Vote: _____ ayes _____ nays
Date Introduced: February 16, 2015
Date Passed:
Date Published:

Conditional Use Permit – Mt. Olympus Employee Housing (Continental Motel)
2020 Wisconsin Dells Parkway
Staff Report for Plan Commission, 2/04/15

The City of Wis. Dells has received a Conditional Use Permit (CUP) application from Mt. Olympus Resorts for a Group Lodging Facility at the old Continental Motel located at American World 2020 Wisconsin Dells Parkway.

Mt. Olympus had obtained a CUP for a lodging permit at this facility in 2011, 2012, 2013, and 2014. Mt. Olympus has determined they need to utilize this facility for employee housing again in 2015.

Mt. Olympus has stated that they still do not intend the long term use of this facility to be for employee housing. However, they have indicated that they will need to use this facility for employee housing in the short term. Mt. Olympus had built 50 new cabins in 2013 to house their employees at the previous site of the Big Chief Go-Cart tracks on CTH A. The understanding was that Mt. Olympus would eventually build enough housing at the new facility that they could cease use of the Continental for employee housing.

In the fall of 2013 the Village of Lake Delton began a large dormitory project the provide housing for all businesses in the Wisconsin Dells area. The dormitory project is a new concept for the Wisconsin Dells area that changes the employee housing landscape dramatically. It makes sense that Mt. Olympus would not make any significant changes to their housing situation until the effects of the dorm project are known. Completion of the first half of the dorm project was in June 2014, with full build out not to be completed until May of 2015. The full understanding of the impact of the dorm project on the employee housing environment in the Wis. Dells area may not be known until the summer of 2015. Recent reports from the dorm have been that the housing requirements in the summer far exceed the dorm project capacity, but the winter occupancy is too low to economically justify construction of new year round buildings to accommodate the needs in the summer.

Mt. Olympus continues to have a need for additional employee housing. Mt. Olympus will be utilizing as many rooms at the new dorm as possible when they become available. For the summer of 2014, Mt. Olympus has also secured additional employee housing at a motel in the Village of Lake Delton. This is in addition to this requested housing at the Continental. Mt. Olympus also has the private dorm housing they constructed behind Top Secret and the new cabins they constructed on Hwy A. These represent the only new construction of employee housing by an employer.

There were no issues with this facility housing employees last year. Mt. Olympus has been cooperative in addressing some Cities concerns, such as a central fire alarm system that was not working and some other maintenance items. This facility has also been painted to match the other motels Mt. Olympus operates for visitors.

It is agree by all parties that employee housing on Wis. Dells Parkway is not desirable, and should be the housing of last resort. However the huge fluctuations in housing needs from season to season create unique challenges that are only now being fully understood as a result of the dorm project on Hiawatha.

The following is from the report from the Mt. Olympus Ground Lodging CUP application in 2011:

The facility contains 22 rooms on 2 identical stories. Each story has 9 rooms with an area of 324 sq ft and 2 rooms with an area of 439 sq ft. Each room has a full bathroom, with tub, toilet and sink. Mt. Olympus has stated they intend to put bunk beds in the rooms to hold 4 and 6 employees respectively, which provides 81 sq ft and 73 sq ft per person respectively. This creates a total maximum occupancy of 96 persons. The current lodging facility ordinance requires 50 sq ft per person, which this facility meets. The City has encouraged new facilities that are converted hotel to provide more than the minimum square footage.

This facility does not have any common area available for use by the employees, the office area at this facility is currently being used for storage is and full. Mt. Olympus has a rather large kitchen and laundry area at the employee housing they built behind Top Secret, and has stated that the employees staying at this location will be granted used of this facility. A brief pre-inspection of the facility finds the rooms to be in good condition for employee housing.

The current zoning code requires there to be at least one parking space for each room. This facility has 22 rooms and the zoning code requires 1 space per room. There are 44 parking spaces in front of the facility. The gas station and restaurant adjacent to this facility have additional parking that meets their requirements. There are also approximately 187 additional parking spaces south of Crabby's.

Mt. Olympus has taken ownership of the entire American World property (but not the BP or Crabby's), which contains another motel and a campground with a RV park. Mt. Olympus has stated that the management of the overnight facilities will be managing the employee housing facility and ensuring that the area is properly maintained. There is not a manager living on site, which has been required of other facilities, but not all.

General concerns have exist arise from conversion of overnight lodging facilities to long term group lodging facilities. Some of these concerns come from the location of such facilities in prominent commercial areas, with these facilities not being the best view of the community for visitors to see. Other concerns with the conversion of these facilities have to do with fire and safety issues. Often these facilities are older and not constructed and wired for the heavy use that the group lodging use imposes on it. This particular facility is a concrete building, so that it is not as susceptible to a catastrophic fire.

As for the location of this facility, Mt. Olympus has indicated that it would rather use this facility or this location for a more commercial use, but at this time does not have a better alternative for housing its employees. One option would be to approve this permit for one year to allow Mt. Olympus to get through this season and then find a more appropriate location to house its employees.

It has been past practice that any approval of the Group Lodging Facility use is granted solely to the current applicant, and cannot be transferred to another party. Any sale of the property will terminate the permit, and any subsequent owner will be required to obtain a separate CUP for this facility. In this case, if the ownership of the facility were to go back to the original owner this permit would terminate.

Another past practice is to make it clear to the applicant that approval is contingent on continued diligence to the proper management of the facility. If the facility is deemed to become a nuisance to the surrounding properties, the permit may be revoked. Mt. Olympus has constructed and maintained a group lodging facility in this area (behind Top Secret), and it has remained one of the top facilities in the City. However, while this other facility is near the main commercial strip, it does not have direct frontage on the strip. This property is located in a commercial area that is next to a convenience store, but far from any other amenities such as a full grocery store, library, or other public services.

This facility is on the main commercial strip in this area of the City, which would not ordinarily be considered a good location for employee housing. This use would not be consistent with the City's future plan to utilize these lands for commercial purposes.

This use should not have a significant impact on the traffic circulation in this area.

As this use will take place in an existing facility, the effects on the natural environment will be minimal.

This use could have a negative effect on surrounding commercial properties, as employee housing become a nuisance property if not properly managed.

This property has the look of an abandoned motel. In most cases, using a facility for employee housing increases the degradation of the property and inhibits investment into the property to make it attractive to visitors to the community. The continued use of this facility for group lodging could delay the removal of this facility or its revitalization to an overnight use. However, other facilities that have not been allowed to operate in this manner have become more and more run down while waiting for someone to purchase it and/or develop it for a better use.

Approval of this permit may contain the following contingencies.

1. The permit is issued to Mt. Olympus and is not transferrable
2. The facility shall be properly maintained and managed to prevent it from becoming a nuisance.
3. Possibly: The permit is issued for one year to prevent the perpetual use of this location for employee housing.

OR: This permit will be reviewed in one year to evaluate the status of this location for more appropriate uses than employee housing.

Chris Tollaksen
City of Wis. Dells Public Works

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	49452
Application number	2-2015

1. Applicant information

Applicant name Mt Olympus Enterprises Inc

Street address 1881 Wisconsin Dells Pkwy, P O Box 5

City Wisconsin Dells

State and zip code WI 53965

Daytime telephone number 608-253-8441

Fax number, if any 608-253-7703

E-mail, if any beth@mtolympuspark.com

2. Subject property information

Street address	2020 Wisconsin Dells Pkwy	
Parcel number	291-0148	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)	Commercial	
Describe the current use	Employee Housing	

3. Proposed use. Describe the proposed use.

Employee housing for Mt Olympus employees

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

24 hour occupancy May 1 – September 30 approximately

CONDITIONAL USE APPLICATION
Wisconsin Dells, Wisconsin
Version: May 21, 2007

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.

none

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

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

Employees are instructed in proper pedestrian crossing use

c. The suitability of the subject property for the proposed use

Well suited

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

n/a

f. Effects of the proposed use on the normal and orderly development and improvement of the surrounding property for uses permitted in the district

n/a

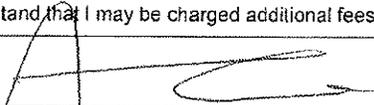
g. Effects of the proposed use on the city's financial ability to provide public services

n/a

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.	
	1-21-2014

Applicant Signature

Date

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.

--	--

Applicant Signature

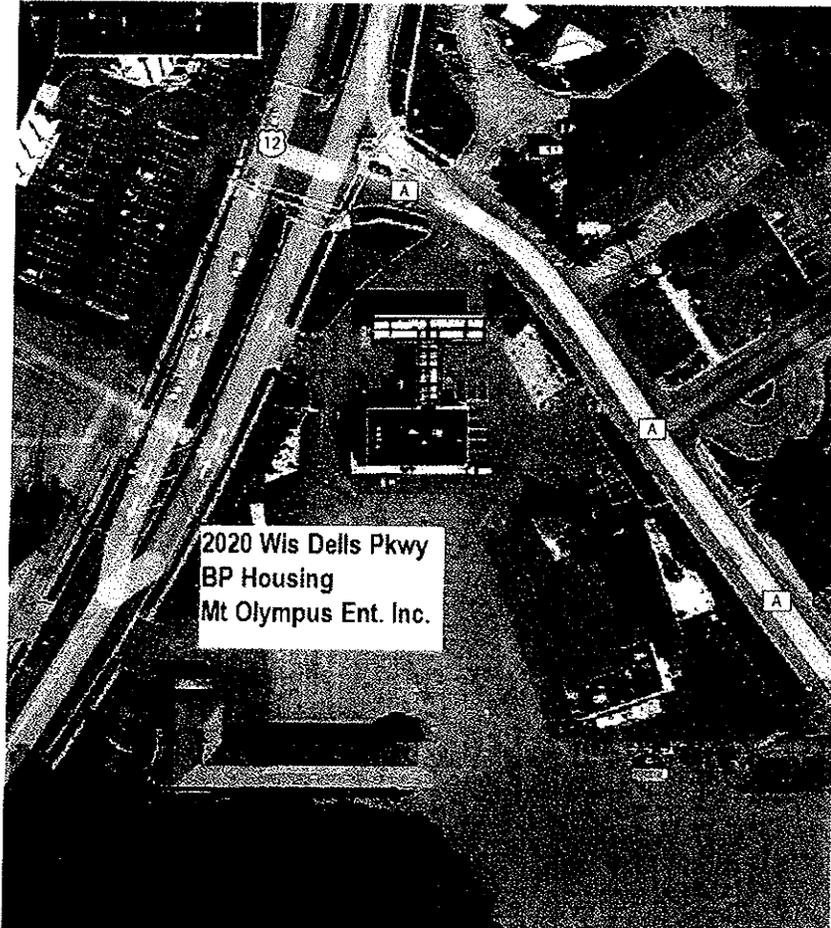
Date

CONDITIONAL USE APPLICATION
Wisconsin Dells, Wisconsin
 Version: May 21, 2007

Project Map Checklist

Project Information	Included ?
Project name (e.g., business name, subdivision name)	<input checked="" type="checkbox"/>
Applicant name	<input checked="" type="checkbox"/>
Preparation date	<input checked="" type="checkbox"/>
Survey Information	
North arrow and graphic scale	<input type="checkbox"/>
Address of subject parcel or legal description	<input checked="" type="checkbox"/>
Property boundaries	<input checked="" type="checkbox"/>
Acreage of subject parcel	<input type="checkbox"/>
Project Development Information	
Easements/rights-of-ways (location, width, purpose, ownership)	<input type="checkbox"/>
Common areas/conservancy areas (location, purpose, ownership)	<input type="checkbox"/>
Setting	
Property boundaries within 50' of the subject parcel	<input type="checkbox"/>
Land uses within 50' of the subject parcel	<input type="checkbox"/>
Zoning district boundaries within 50' of the subject parcel	<input type="checkbox"/>
Municipal boundaries within 50' of the subject parcel	<input type="checkbox"/>

Site Features (Existing and Proposed)	Included ?
Wetlands	<input type="checkbox"/>
Woodlands	<input type="checkbox"/>
Wildlife habitat, including critical wildlife habitat	<input type="checkbox"/>
Environmentally sensitive features	<input type="checkbox"/>
Water resources (rivers, ponds, etc.)	<input type="checkbox"/>
Floodplain boundaries	<input type="checkbox"/>
Environmental and man-made hazards including brownfields, contaminated sites, unstable soils, high groundwater, bedrock, high-pressure natural gas lines, and others as appropriate	<input type="checkbox"/>
Fences, buffers, and berms	<input type="checkbox"/>
Existing trees and other prominent vegetation	<input type="checkbox"/>
Transportation Facilities (Existing and Proposed)	
Streets	<input type="checkbox"/>
Driveways and road access onto public and private roads	<input type="checkbox"/>
Sidewalks / trails	<input type="checkbox"/>
Buildings / Structures (footprint, use, etc.)	
Existing and proposed within subject parcel	<input type="checkbox"/>
Existing within 50' of subject parcel	<input type="checkbox"/>



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 City Plan Commission from their February 4, 2015 meeting;

IT APPROVES the Site Plan Application submitted by St. Cecilia's Catholic Church to construct a new church at 604 Oak Street with the contingency of Public Works approval on issues that need to be addressed for this project.

Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: _____ ayes _____ nays
Date Introduced: February 16, 2015
Date Passed:
Date Published:

SITE PLAN REVIEW

The Church intends to begin construction activities on the new Church in the spring of 2015, so they have submitted a Site plan application for approval at this time as well.

The Site plan indicates that the new Church is estimated to occupy approximately 19,000 sq ft. The total size of the property the building will site on is approximately 68,300 sq ft. This total property area includes the new parking lot which is approximately 14,000 sq ft, and parking along the alley which is approximately 4,600 sq ft. The existing Church seats approximately 320. During the peak season, the gymnasium at the school across the street is utilized to seat approximately 550. The new Church will seat approximately 830. When the new Church is built, the gymnasium in the school across the street will no longer be utilized for mass services.

The new construction will provide additional on-site parking and an on-site drop off that will take drop-off and pick-up traffic off of the street. This would seem to mitigate concerns of significant negative effects on the traffic flow of the area.

There are some issues with utilities that need to be relocated and/or redesigned, which include electric lines and storm sewer facilities. These items have been discussed at Public Works, and that committee expressed a willingness to work with the Church in finding suitable solutions. This also includes addressing the tunnel under Oak St. that connects the Church with the school building, and changes that are made to water and sewer service laterals. Given the somewhat complex nature of all these changes, the site plan approval of this project should be contingent upon the Church cooperating with the Public Works department to find acceptable solutions to all of these issues. This project will have to meet DNR requirements for storm water management.

As this project involves the rezoning and construction of a single development (Church building and parking lot) over multiple existing parcels owned by the Church, the Church should now combine all of these parcels into a single parcel, or at least the new building should not cross parcel lines and meet applicable set-back requirements.

The Site plan indicates a future ground sign to be installed along Oak St. The sign code allows an exemption from the sign permit requirement for religious institutions, as long as the signage is 40 sq ft or less. If the Church were to desire a larger sign, they would have the same right as any other business to obtain a sign permit for one on-premise ground sign.

Contingency:

1. Public Works approval on resolution to issues that need to be addressed for this project.

Chris Tollaksen
City of Wis. Dells

SITE PLAN 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 form from the zoning administrator.

- Office Use Only -

Initial application fee	
Receipt number	
Application number	

1. Applicant information

Applicant name St. Cecilia's Catholic Church

Street address 603 Oak Street

City Wisconsin Dells

State and zip code WI. 53965

Daytime telephone number 608-254-8381 ext.103

Fax number, if any _____

E-mail, if any freric@dellscatholic.com

2. Subject property information

Street address	604 Oak Street	
Parcel number	160.2,176,175, 1601.01 and 160.02	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)	C-2 Commercial –downtown and C-1 Commercial -neighborhood	
Describe the current use	The C-2 Commercial –downtown is being used as a church. The C-1 Commercial – neighborhood parcels have been used in the past as a residential lot, a commercial motel with cabins and a vacated alley.	

3. Proposed use. Describe the proposed use.

St. Cecilia's Catholic Church owns all five parcels. The church is being rebuilt and expanded to all five parcels with some parking to support the additional increase in capacity of a larger church. The existing church is zoned C-2 and a church is a permitted use in a C-2 zoned area.

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

The operational hours of church are very limited. Currently on a normal Tuesday through Friday church services are held at either 8 AM to 9 AM or at 5PM till 6 PM daily. Funerals and wedding are scheduled as demand dictates during the year, but often the event occurs for less than 3 hours at various request times by the families of the event. On Saturdays, a 5 PM to 6 PM service occurs and Saturday is a much requested day for weddings and even funerals which usually occur between 10 AM to 3 PM with any one activity lasting no more than 2-3 hours. Sundays, currently provide a 8 AM to 9 PM church service and a 10 AM to 11 AM service. Also, scheduled are church services at 6 PM to 7 PM almost every Sunday. The church has periods of the year where there are more services. Like, Christmas, Holy Days, Easter and Lent which offer more church services that utilize the church for a greater number hours during those particular weeks. The exact hourly schedules is determined a short time frame before each particular week.

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: May 21, 2007

Church activities are primarily limited to inside the new church, but obviously there is some small traffic congestion at conclusion of each church service. The traffic congestion is expected to more spread out with the new church facility, because of a gathering area at the back of church which provides coffee and various treats to the congregation encouraging more interactivity with parish members and visitors to the area. A drop off area is provided on the south side of the church on church property. Late arrivals are expected to use this facility most often and may require parking off site a block away from the church.

On site lighting is more pronounced than the current church, but expected to more than acceptable in between a Library Lighting to the east and the existing catholic school lighting to the west. The drainage is being addressed with a storm water and erosion manage plan to accompany this application and is primarily going to the existing storm sewer that is being improved to the east on Elm Street.

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

It's my believe that the request for Site Plan requested is consistent with the intent of the city's comprehensive plan.

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

The peak season of the year is anticipated to be about the same as existing. The current operation of the church during The summer has offered a simultaneous church service in the gymnasium of the old school. The church seats a Approximately 320 and the gymnasium seats approximately 550 and this new church facility can seat 830, but can be in

One building utilizing one priest. Therefore, its anticipated that traffic safety and efficiency of pedestrian circulation, both On-site and off-site is actually anticipated to improve, because of less confusion on which side of the street to be on for A Church service with available capacity in which building.

c. Effects of the project on the natural environment

The demand on the natural resources is anticipated to be about the same as existing. The current operation of the Church during the summer has offered a simultaneous church service in the gymnasium of the old school. The church Seats a approximately 320 and the gymnasium seats approximately 550 and this new church facility can seat 830, but Can be in one building utilizing one priest. Therefore, its anticipated that water, sewer and electric usage stays much in The same range.

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

As stated above, the hours of operation stay the same. However, a newer church facility is anticipated to be used more. Because of the appeal of a newer facility, but the church isn't planning any new events.

e. The overall appearance of the project

The anticipated overall appearance of the Project, once completed should enhance the Elm Street area by replacing the older Elmwood cabins. The church is being setback from Oak Street and lowered to the ground offering a more enhanced view and appeal.

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

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

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 February 9, 2015 meeting;

It APPROVES the revised Project Agreement with the DOT for the RiverWalk project.

Brian L. Landers, Mayor

Attest:

Nancy R. Holzem, City Clerk

Vote: _____ ayes _____ nays _____ abst.

Date Introduced: February 16, 2015

Date Passed:

Date Published:



Division of Transportation System Development
Southwest Region
3550 Mormon Coulee Road
La Crosse, WI 54601

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: (608) 785-9952
Facsimile (FAX): (608) 789-6302

E-mail: arthur.sommerfield@dot.wi.gov

February 3, 2015

MR. DAVID HOLZEM
DIRECTOR OF PUBLIC WORKS
CITY OF WISCONSIN DELLS
PO BOX 655
WISCONSIN DELLS, WI 53965

Mr. Holzem:

Enclosed for signature is the revised project agreement for the following project that has approved funds in the High Priority Projects Program:

Project 6219-01-00/71
City of Wisconsin Dells RiverWalk

Please print and sign four (4) copies of the revised agreement and return four (4) copies with original signatures. Please return the signed agreements to me as soon as possible.

The agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed unless a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) must not begin work on a federal/state-funded project phase until the State has provided notice of project authorization. Otherwise, the work would be ineligible for federal/state funding.

If you have any questions regarding the agreements, please call me at (608) 785-9952 or e-mail arthur.sommerfield@dot.wi.gov.

Sincerely,

Arthur P. Sommerfield

Arthur P. Sommerfield, P.E.
Local Programs Engineer

**Federal/State/Project Sponsor
High Priority Projects (HPP) Program
LOCAL LET
Project Agreement
REVISED**

3rd Revised Date: February 3, 2015

2nd Revised Date: April 13, 2011

1st Revised Date: September 23, 2008

Original Date: August 18, 2006

Project ID: 6219-01-00/71 County: Columbia Municipality: City of Wisconsin Dells

Project Name: City of Wisconsin Dells RiverWalk

Limits (if applicable): River Road to Illinois Avenue River Level Overlook

The signatory, City of Wisconsin Dells, through its undersigned duly authorized officers or officials, and the Wisconsin Department of Transportation (WisDOT) enter into this Agreement to accomplish the described project.

Section 86.25 of the Wisconsin State Statutes provides the authority for the Project Sponsor and WisDOT to enter into this Agreement.

The project must be constructed by July 1, 2021, and the Project Sponsor must submit a project completion certificate to WisDOT on or before the same date.

The payment period for each project phase (e.g., design, real estate, construction) shall begin with written authorization by WisDOT to the Project Sponsor.

Needs and Estimate Summary:

Description of the project: The RiverWalk project is a central part of the City of Wisconsin Dells' long term goal to enhance public access to the Wisconsin River. This project will allow an integrated pedestrian and bicyclist network to connect the Broadway commercial "River District" with the nature-based recreational facilities in the area. There are three distinct segments of the project. Segment 1 includes construction of a shared use path and lighting on River Road and improvements to the River Road bridge; Segment 2 includes reconstruction of approximately 700 feet of Illinois Avenue, including construction of new shared use path and lighting; Segment 3 provides for retaining walls and a new structure over Crandall Bay on Illinois Avenue and a river level overlook for bicycle and pedestrian use only. Note that the original project application was for five Segments, from River Road to Chula Vista; however, as a result of public involvement and agency coordination completed as a part of the environmental review process the City of Wisconsin Dells selected a No Build Alternative for Segments 4 and 5.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Project Sponsor. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements.

Segment 2 Illinois Ave Improvements that will be non-participating are; 12' of the width of the Illinois Avenue roadway, including HMA pavement, 4-inch, lighting under bridge, pier access relocation including cistern demolition and a concrete pad.

Summary of Project Funding:

ESTIMATED COST					
PHASE	Total Est. Cost	Federal Funds	%	Sponsor Funds	%
6219-01-00: Design	\$380,769	*\$304,615	80	\$76,154	20
6219-01-71: Construction					
Participating Construction:	\$1,981,469	*\$1,585,175	80	\$396,294	20
Non-Participating Construction:	\$44,000	\$0	0	\$44,000	100
Total Cost Distribution	\$2,406,238	*\$1,889,790	80	\$516,448	20

*This project has a HPP Federal funding maximum of \$1,889,790. This maximum is cumulative for all federally funded project phases.

*** Summary of HPP Earmark Appropriation:**

Federal Fiscal Year (FFY)	Federal amount	Local Share	Actual Federal Amount Available (1)	Modified Local Share (2)	Cumulative Federal Funds Available
2005	\$420,000	\$105,000	\$359,298	\$89,825	\$359,298
2006	\$420,000	\$105,000	\$361,946	\$90,487	\$721,244
2007	\$420,000	\$105,000	\$386,915	\$96,728	\$1,108,159
2008	\$420,000	\$105,000	\$388,294	\$97,073	\$1,496,453
2009	\$420,000	\$105,000	\$393,337	\$98,335	\$1,889,790
Total	\$2,100,000	\$525,000	\$1,889,790	\$ 472,448	\$1,889,790

- 1) The amount available will be determined annually when the Federal Highway Administration (FHWA) issues the Notice of Funding for WisDOT for each Federal Fiscal Year (FFY). The amount includes or will include federal obligation limits and any applicable rescissions. WisDOT will provide notice of the amount to be inserted.
- 2) The required local match must equal 20% of the total. Project Sponsors may choose to increase

local match or down-scope the project to compensate for decreased federal funds. WisDOT will provide notice or confirmation of the amount to be inserted after the Project Sponsor decides.

The federal High Priority Projects (HPP) program under 23 USC 117 provides authorization for funding over a five-year period, 20% each year, subject to the annual obligation limitation set by Congress in each year's appropriations bill. In FFY 2005, the obligation limitation ratio was 85.5%. Therefore, the project received an allocation of \$359,298 in FFY 2005 (85.547% of 20% of \$2,100,000).

In FFY 2006, the obligation limitation ratio was 87.048%, plus there was a 1% across-the-board federal rescission. Therefore, the project received \$361,946 in FFY 2006 (87.048% of 20% of \$2,100,000 minus a further 1% rescission required by law).

In FFY 2007, the obligation limitation ratio was 90.549%, plus there was a Revenue-Aligned Budget Authority (RABA) adjustment of \$7,298. Therefore, the project received an allocation of \$386,915 in FFY 2007 (((20% of \$2,100,000) + 7,298) for the RABA x 90.549%).

In FFY 2008, the obligation limitation ratio was 92.451%. Therefore, the project received an allocation of \$388,294 in FFY 2008 (92.451% of 20% of \$2,100,000).

In FFY 2009, the obligation limitation ratio was 93.65175%. Therefore, the project received an allocation of \$393,337 in FFY 2008 (93.65175% of 20% of \$2,100,000).

FHWA requires that the project follow the eligibility rules that apply to the Transportation Enhancements (TE) or Congestion Mitigation Air Quality (CMAQ) programs. Project funding is a local responsibility and the state is statutorily unable to advance construct the project with state funds. Therefore, the Project Sponsor has the option to wait until all federal funding for the project is received – after the FFY 2009 appropriations bill has been enacted – or the Project Sponsor may front all of the project funds in excess of the federal funds currently available for reimbursement thus far. The Project Sponsor must ensure that the non-federal match requirement is met. The project covered by this Agreement must be a Local Let Contract. The applicable federal regulations must be complied with prior to reimbursement of funds.

As a Local Let Contract, the Project Sponsor shall only request reimbursement up to the cumulative amount of federal funds then currently available.

This request is also subject to the terms and conditions that follow (see pages 5-8) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon acceptance by WisDOT shall constitute agreement between the Project Sponsor, WisDOT and the Federal Government.

This project is subject to a DBE goal assessment of Discretionary.

The Catalogue of Federal Domestic Assistance (CFDA) number for this project is 20.205 – Highway Planning and Construction.

Signed for and in behalf of the Project Sponsor(s):

_____	_____	_____
Name	Title	Date

_____	_____	_____
Name	Title	Date

_____	_____	_____
Name	Title	Date

Accepted for and in behalf of WisDOT and returned to the Project Sponsor(s):

_____	_____	_____
Name	Region Director or designee, Division of Transportation System Development	Date

Terms and Conditions:

1. The initiation and accomplishment of the improvement will be subject to the applicable State and Federal laws, rules, and regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Transportation Project Implementation*.
2. The construction of this project will be in accordance with the appropriate standards unless the Federal Government or WisDOT grants an exception to standards prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
3. The Project Sponsor will assume all responsibility for complying with germane environmental requirements for the project.
4. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder. All contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
5. The Project Sponsor shall administer the work eligible for Federal participation.
6. The Project Sponsor will assume all responsibility for complying with the applicable Disadvantaged Business Enterprise (DBE) goal assigned to this project. The DBE goal is waived if the Project Sponsor constructs the project with its own permanent staff and if the project is not subcontracted out.
7. The maximum participation of Federal financing will be limited to a 80% of the actual eligible project cost or the level of Cumulative Federal Funds Available, shown in the table on the first page of this Agreement, as updated by WisDOT, whichever is less.
8. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and WisDOT submittals and approvals contained in these instructions and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and WisDOT and will furnish copies thereof when requested.
9. Federal Single Audits of the Project Sponsor:
 - a) The Project Sponsor shall have a single organization audit performed by a qualified independent auditor if required to do so under Federal law and regulations. (See federal Office of Management and Budget (OMB) Circular No. A-133.)
 - b) This audit shall be performed in accordance with federal OMB Circular No. A-133 and State single audit guidelines issued by WisDOT.

- c) The Project Sponsor will keep records of costs of construction, inspection tests and maintenance done by it to enable the federal government and the state to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be retained for three years from the date of final payment. If any litigation, claim, or audits are started before the expiration of the three-year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.

- 10. State Disbursements:
 - a) Payment by WisDOT to the Project Sponsor shall be made on a quarterly basis upon presentation of vouchers for expenditures incurred during prior quarterly periods of the project duration subject to the allowable maximum payment, as referenced above in Section 7.

 - b) A final adjustment of state payments will be made upon completion of WisDOT's audit of the project. If WisDOT's audit establishes that WisDOT paid more than its share of the eligible project costs, the Project sponsor shall refund to WisDOT upon demand a sum equal to the overpayment. If the refund is not timely received, WisDOT may choose to set off the amount of refund due against any other moneys otherwise due and payable by WisDOT to the Project Sponsor

- 11. The Project Sponsor will maintain, at its own costs and expense, all portions of the project that lie within its jurisdiction.

- 12. In connection with the performance of work under this Project Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as define in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.

- 13. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the Department for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project

Sponsor's surety or insurer or both may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to WisDOT; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and their officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

- a) The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under section 779.14 Wis. Stats. (2003-04).
- b) Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.
14. No term or provision of this Project Agreement including any of its attachments may be changed, waived or terminated orally but only by an instrument in writing signed by both parties to the Project Agreement, with the exception that WisDOT will provide notice to the Project Sponsor of the amount(s) to be inserted in the table on the first page of this Agreement from time to time.
15. The subject project must be completed by July 1, 2021, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT will not approve any additional requests from the project sponsor to extend the project completion deadline.
16. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
 - b) Have not, within a three year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in

connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above;
- d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and
- e) That all grantees or contractors, also known as lower tier participant as that term is used in 49 CFR Part 29, have certified in writing that neither they or their principals are presently debarred, suspended, proposed for debarment have been declared ineligible, or have voluntarily been excluded from participation in this or any other Federal, state or local transaction by any Federal, State or local department, agency or official.

Revised by WisDOT: January 2015

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

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 February 9, 2015 meeting;

It APPROVES renewing the Independent Contractor Agreement with MTH ENGing, Mike Horkan, for 2015 engineering services.

Brian L. Landers, Mayor

Attest:

Nancy R. Holzem, City Clerk

Vote: _____ ayes _____ nays _____ abst.

Date Introduced: February 16, 2015

Date Passed:

Date Published:

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, made this ___ day of February, 2015 between, City of Wisconsin Dells ("OWNER") and MTH ENGing, LLC ("Independent Contractor"), collectively referred to as the ("Parties").

SCOPE OF SERVICES

OWNER desires to engage and contract for the engineering services of the Independent Contractor to perform certain tasks on street and utility projects, any miscellaneous inspection or requested consulting duties. Independent Contractor desires to enter into this Agreement and perform as an independent contractor for the OWNER and is willing to do so on the terms and conditions set forth below in the procedures, responsibilities, schedules, proposed fees and mutual covenants.

PROCEDURES

- 1) Provide cost estimates for budgeting projects
- 2) All street and utility projects must establish a project schedule that must fit the 2015 construction season and municipal concerns on disrupting or closing a particular street to traffic.
- 3) Develop plans of existing utilities, topography, surveys and parcel maps.
- 4) Field work establishing stationing and necessary elevations to existing property irons, utilities, trees, driveways, sidewalks, existing drainage ways and other visible landscaping.
- 5) Develop plan and profile of acquired data of street and utilities, verify utilities agree with existing plans and meet existing standards and check proposed quantities with a cost estimate.
- 6) Verify bidding schedule, develop final plans, obtain any needed approvals, assembly contract documents, advertise, bid, review bids and make recommendation.
- 7) If awarded, hold pre-construction meeting, provide necessary staking for construction and provide daily inspection as required.
- 8) Log each construction project and provide as builds'.

YOUR RESPONSIBILITIES

This project or projects demand significant time and involvement by City personnel. An ultimate success is highly dependent on efforts to cooperatively share knowledge about existing and future conditions in the project areas. It will be your responsibility to perform the following:

- 1) Provide one contact person to review and authorize necessary changes in a timely manner.
- 2) Provide all relative information to timetables to avoid with actual construction on particular streets.
- 3) Provide existing plans (hardcopy or electronic) for utilities, topography, surveys and parcel maps.
- 4) Provide surveying equipment; tripod, laser, detector, tapes, leveling rods, transit, level and metal detector.
- 5) Provide expenses of publishing Bid advertisements, copies for plans and specifications, necessary permit fees and provide access to current AutoCAD software for developing plans.
- 6) Provide necessary stakes, lath and paint for construction staking and blue topping of sub grade.
- 7) Provide any necessary soil borings or third party professionals requested to enhance the plans and data being provided.

INDEPENDENT CONTRACTOR AGREEMENT

PROFESSIONAL FEES AND SCHEDULE

Hourly rates provided for work are:

- \$50.00/hour for engineering related work
- \$25.00/hour for field inspection of street and utility work
- \$25.00/hour for employee assistance.
- Any necessary approved expense at cost

Approximate start date: 03/01/2015

Approximate completion date: 02/29/2016

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants contained in this Agreement, the Parties agree as follows:

STATUS OF INDEPENDENT CONTRACTOR

1. Independent Contractor shall have an independent contractor status and not be an employee for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third party liability claims. Independent Contractor shall retain sole and absolute discretion in the manner and means of carrying out their activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and the OWNER shall not be liable for any obligations incurred by Independent Contractor unless specifically authorized in writing. Independent Contractor shall not act as an agent of the OWNER, ostensibly or otherwise, nor bind the OWNER in any manner, unless specifically authorized to do so in writing. Independent Contractor is or remains open to conducting similar tasks or activities for entities other than the OWNER and holds himself or herself out to the public to be a separate business entity.
2. The books and records related to the Scope of Work set forth in this Agreement shall be maintained by the Independent Contractor at the Independent Contractor's principal place of business and open to inspection by OWNER during regular working hours. Documents to which OWNER will be entitled to inspect include, but are not limited to, any and all contract documents; change orders/purchase orders and work authorized by Independent Contractor or OWNER on existing or potential projects related to this Agreement.

NOTICE CONCERNING WITHHOLDING OF TAXES

3. Independent Contractor recognizes and understands that it will receive an IRS 1099 statement and related tax statements, and will be required to file corporate and/or individual tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Independent Contractor hereby promises and agrees to indemnify the OWNER for any damages or expenses, including attorney's fees, and legal expenses, incurred by the OWNER as a result of independent contractor's failure to make such required payments.

AGREEMENT TO WAIVE RIGHTS TO BENEFITS

4. Independent Contractor hereby waives and foregoes the right to receive any benefits given by OWNER to its regular employees, including, but not limited to, health benefits, vacation and sick leave benefits, profit sharing plans, such as 401(k) plans. This waiver is

INDEPENDENT CONTRACTOR AGREEMENT

applicable to all non-salary benefits which might otherwise be found to accrue to the Independent Contractor by virtue of their services to OWNER, and is effective for the entire duration of Independent Contractor's agreement with OWNER. This waiver is effective independently of Independent Contractor's employment status as adjudged for taxation purposes or for any other purpose.

TERMINATION

5. This Agreement may be terminated prior to the completion or achievement of the Scope of Work by either party giving 30 days written notice. Such termination shall not prejudice any other remedy to which the terminating party may be entitled, either by law, in equity, or under this Agreement.

RETURN OF PROPERTY

6. On termination of this Agreement, or whenever requested by the parties, each party shall immediately deliver to the other party all property in its possession, or under its care and control, belonging to the other party to them, including but not limited to, proprietary information, customer lists, trade secrets, intellectual property, computers, equipment, tools, documents, plans, recordings, software, and all related records or accounting ledgers.

EXPENSE ACCOUNTS

7. Independent Contractor and the OWNER agree to maintain separate accounts in regards to all expenses related to performing the Scope of Work. Independent Contractor is solely responsible for payment of expenses incurred pursuant to this Agreement unless approved is provided prior to expenditure by authorized representative of the OWNER. Independent Contractor agrees to execute and deliver any agreements and documents prepared by OWNER and to do all other lawful acts required to establish document and protect such rights.

WORKS FOR HIRE

8. Independent Contractor agrees that the Scope of Work, all tasks, duties, results, inventions and intellectual property developed or performed pursuant to this Agreement are considered "works for hire" and that the results of said work is by virtue of this Agreement assigned to the OWNER and shall be the sole property of OWNER for all purposes, including, but not limited to, copyright, trademark, service mark, patent, and trade secret laws.

LEGAL COMPLIANCE

9. Independent Contractor is encouraged to treat all OWNER employees, customers, clients, business partners and other affiliates with respect and responsibility. Independent Contractor is required to comply with all laws, ethical codes and OWNER policies, procedures, rules or regulations, including those forbidding sexual harassment, discrimination, and unfair business practices.

INDEPENDENT CONTRACTOR AGREEMENT

LICENSING, WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE

10. Independent Contractor agrees to immediately supply the OWNER with proof of any licensing status required to perform the Scope of Work pursuant to this Agreement, Workers' Compensation Coverage where required by law, General Liability Insurance and Professional Liability of errors and omission, upon request of the OWNER.

NOTICES

11. Any notice to be given hereunder by any party to the other may be affected either by personal delivery in writing, or by mail, registered or certified, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraphs of this Agreement, but each party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing. Independent Contractor agrees to keep OWNER current as to their business and mailing addresses, as well as telephone, facsimile, e-mail and pager numbers.

MEDIATION AND ARBITRATION

12. Any controversy between the Parties to this Agreement involving the construction or application of any of the terms, provisions, or conditions of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. Parties acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, Parties will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Mediation Rule of the American Arbitration Association for Commercial Disputes unless the Parties stipulate otherwise. Demand for mediation shall be filed by written request of either party served on the other and shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of Parties any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, Parties agree and consent that such matter may be resolved through legal action with the laws of the State of Wisconsin or federal court having jurisdiction.

INDEMNIFICATION

13. To the fullest extent permitted by law, Independent Contractor shall indemnify and hold harmless OWNER from and against any and all damages expenses or liability resulting from or arising out of, any negligent acts or omissions on Independent Contractor's part, or from any breach or default of this Agreement which is caused or occasioned by the acts of Independent Contractor. Independent Contractor shall insure and take all actions necessary to comply with the terms and conditions set forth in this Agreement. Independent Contractor shall name OWNER as an additional insured on all required insurance.

INDEPENDENT CONTRACTOR AGREEMENT

14. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Independent Contractor from and against any and all damages expenses or liability resulting from or arising out of, any negligent acts or omissions on OWNER'S part or from any breach or default of this Agreement or Project which is caused or occasioned by the acts of OWNER.
15. To the fullest extent permitted by law, Independent Contractor's total liability to OWNER and anyone claiming by, through, or under OWNER for any damages expenses or liability caused in part or by the negligence of Independent Contractor and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage of OWNER, Independent Contractor, and all other negligent entities and individuals.

REPRESENTATION

16. Each party of this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all parties hereto.

PARTIAL INVALIDITY

If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed under, the laws of the State of Wisconsin. Jurisdiction and venue for all purposes shall be in the County of _____, State of Wisconsin.

Executed this _____ day of _____, _____, at _____.

Independent Contractor's Signature

Date

Independent Contractor's Name Printed

MTH ENGIing, LLC

1605 Dee Ann Ct.

Wisconsin Dells, WI. 53965

Phone: 608-432-1362

E-mail: MTH.ENGIing@gmail.com

OWNER Representative

Date

City of Wisconsin Dells

PO Box 655, 300 LaCrosse Street

Wisconsin Dells, WI. 53965

RESOLUTION NO. _____

ITEM **15**

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin,

That the March Common Council meeting is moved to Monday, March 23, 2015 and that the April Common Council meeting is moved to Monday, April 27, 2015.

Brian L. Landers, Mayor

Attest:

Nancy R. Holzem, City Clerk

Vote: _____ ayes _____ nays
Date Introduced: February 16, 2015
Date Passed:
Date Published:

ORDINANCE NO. _____
(Rezoning of St Cecilia Parcels)

ITEM 16

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 St. Cecilia Catholic Church.

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 C-1 Neighborhood Commercial to C-2 Commercial Downtown:**

11291-175, 11291-176, 11291-160.01 and 11291-160.02

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

INTRODUCED: February 16, 2015
FIRST READING PASSED:
SECOND READING PASSED:
PUBLISHED:

NOTICE IS HEREBY GIVEN that the City of Wisconsin Dells Plan Commission will hold a Public Hearing on **Wednesday, February 4, 2015 at 5:15PM** in the Council Chambers of the Municipal Building at 300 La Crosse Street, Wisconsin Dells, Wisconsin 53965, to consider the following:

Land owner-initiated zoning map amendment application from ST. CECILIA'S CATHOLIC CHURCH for Columbia Co. City of Wisconsin Dells tax parcels 175, 176, 160.01 & 160.02, located on Elm St, directly east of the existing Catholic Church. The request is to rezone the parcels from "C-1 Commercial – neighborhood" to "C-2 Commercial - downtown" so that the entire Catholic Church property and proposed new Catholic Church and parking lot are all zoned the same. A copy of the application for the zoning change and a map of the parcels can be viewed at the Public Works office in the Municipal Building.



All interested persons will be given an opportunity to be heard at the Public Hearing. With reasonable notice the City will provide appropriate auxiliary aids and services when necessary to afford individuals with disabilities an equal opportunity to participate in the Public Hearing.

Dated this 15th of January 2015
Chris Tollaksen
Planning and Zoning Administrator
City of Wisconsin Dells

Publication Dates:
January 21, 2015
January 28, 2015