CITY OF WISCONSIN DELLS MEETING AGENDA

Meeting Description COMMON COUNCIL MEETING

Date: MONDAY, MARCH 23, 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: a. Approval of the February 16, 2015 Meeting Minutes b. Schedule of Bills Payable dated March 23, 2015 c. Applications for Bartender Licenses d. Application for a Special Events Permit for the Downtown Summer Entertainment Series e. Application for a Special Events Parade Permits to Chula Vista for Muscle Car Adventures on Saturday, June 12, 2015 and Corvette Adventures on Saturday, September 12, 2005
4	COMMITTEE UPDATES BY CHAIRPERSONS: (BID, FINANCE, LEGISLATIVE, PARK & REC, PUBLIC WORKS, PLAN COMMISSION, PARKING BOARD AND LIBRARY)
AGENDA ITEMS	
5	CITIZEN APPEARANCES FOR ANY NON-AGENDA ITEM
6	APPLICATIONS FOR RENEWAL OF TAXICAB SERVICE LICENSES RECEIVED FROM THE FOLLOWING FOR THE LICENSING PERIOD OF APRIL 1, 2015 THROUGH MARCH 31, 2016: • AAA TAXI OWNED BY ADAM NYKAZA • A-1 WISCONSIN DELLS KANGAROO TAXI OWNED BY JEREMY RINGDAHL • CITY TAXI OWNED BY CALIN BOBEANU • DELLS CAB COMPANY OWNED BY LARRY VOLKEY • SUREWAY TAXI SERVICES OWNED BY MICHAEL COLEMAN • WISCONSIN DELLS TAXI OWNED BY KESHIA GREGERSON
7	APPLICATION FOR AN ORIGINAL CLASS B BEER & CLASS C WINE LICENSE SUBMITTED BY CHEESEY TOMATO LLC, RICK MUELLER AGENT, FOR THE CHEESEY TOMATO AT 27 BROADWAY FOR THE LICENSING PERIOD OF MARCH 24, 2015 THROUGH JUNE 30, 2015
8	APPLICATION FOR CIGARETTE AND TOBACCO PRODUCTS RETAIL LICENSE SUBMITTED BY DRAGON BREATH VAPOR LLC FOR 410 ½ BROADWAY (CHALET BUILDING) UNIT #6
RESOLUTIONS	
9	RESOLUTION TO AMEND THE BOAT DOCK RENTAL FEES IN THE 2015 SCHEDULE OF FEES
10	RESOLUTION OPPOSING THE ELIMINATION OF LOCAL GOVERNMENT PROPERTY INSURANCE FUND IN THE STATE'S 2015-2017 BUDGET PROPOSAL
11	RESOLUTION TO APPROVE A CONDITIONAL USE PERMIT TO COOKIE LLC/CINGULAR WIRELESS TO ALLOW AN UNCONCEALED TELECOMMUNICATIONS ANTENNAE ON SAUK COUNTY PARCEL 291-0049-0000

12	RESOLUTION TO APPROVE SITE PLAN APPLICATION SUBMITTED BY COOKIE LLC/CINGULAR WIRELESS FOR THE CONSTRUCTION OF AN UNCONCEALED TELECOMMUNICATION FACILTY
13	RESOLUTION TO APPROVE SITE PLAN APPLICATION SUBMITTED BY PELLITTERI WASTE SYSTEMS FOR THE CONSTRUCTION OF A SOLID WASTE TRANSFER STATION ON SAUK COUNTY PARCEL NO. 291-0012-02000
14	RESOLUTION TO APPROVE THE CERTIFIED SURVEY MAP SPLITTING SAUK COUNTY PARCEL 291-0012-00000
15	RESOLUTION TO APPROVE WAIVING THE APPLICATION FEE FOR 2015 OUTDOOR DISPLAYS PERMITS
16	RESOLUTION TO APPROVE THE CONTINUED USE OF HOLDING TANKS AT THE SOUTHFORK CAMPGROUND PROPERTY TO BE ANNEXED
17	RESOLUTION TO APPROVE THE LOW BID RECEIVED FOR RESTORATION WORK ON WATER TOWER #2
18	RESOLUTION TO APPROVE THE RECYCLING COLLECTION CONTRACT WITH PELLITTERI WASTE SYSTEMS
19	RESOLUTION TO APPROVE THE TIME-SHARE AGREEMENT WITH POLYNESIAN ACQUISITION PARTNERS LLC AND/OR POLYNESIAN DEVELOPMENT PARTNERS LLC
20	RESOLUTION TO DENY THE CLAIMS FOR UNLAWFUL ASSESSMENT FILED BY CHULA CONDOMINIUM OWNERS
ORDINANCES	
21	SECOND READING OF ORDINANCE TO AMEND ZONING OF ST CECILIA CATHOLIC CHURCH PARCELS 175, 176, 160.01 AND 160.02 FROM C-1 COMMERCIAL TO C-2 COMMERCIAL SO THE ENTIRE PROPERTY OWNED BY THE CHURCH IS ZONED THE SAME
22	FIRST (AND POSSIBLE SECOND) READING OF PROPOSED ORDINANCE TO REGULATE OUTDOOR DISPLAYS OF RETAIL MERCHANDISE
23	FIRST READING OF ORDINANCE TO REPEAL AND RECREATE CITY CODE 19.728 WIRELESS TELECOMMUNICATION MOBILE SERVICE FACILITIES
24	FIRST READING OF ORDINANCE TO ANNEXATION A PORTION OF SAUK COUNTY PARCEL 291-0087-20000 AND THAT SECTION OF THE PUBLIC STREET KNOWN AS FRONTAGE ROAD AS PETITIONED FOR DIRECT ANNEXATION BY THE PROPERTY OWNER (CORRECTION TO 1981 DE-ANNEXATION RECORDING)
25	FIRST READING OF ORDINANCE TO ZONE ABOVE ANNEXED LANDS TO C-4 COMMERCIAL LARGE SCALE
CLOSING	
26	BUSINESS FOR REFERRAL TO COMMITTEES OR SUBSEQUENT MEETINGS *REMINDER THAT THE REORGANIZATION MEETING WILL BE TUESDAY, APRIL 21, 2015 AND THE REGULAR COUNCIL MEETING WILL BE MONDAY, APRIL 27, 2015 AT 7:00PM
27	ADJOURNMENT
	NANCY R. HOLZEM
	CITY CLERK/COORDINATOR
	DISTRIBUTED 03/20/2015

PLEASE BE ADVISED: UPON REASONABLE NOTICE THE CITY OF WISCONSIN DELLS WILL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES TO AFFORD INDIVIDUALS WITH DISABILITIES AN EQUAL OPPORTUNITY TO PARTICIPATE IN MEETING ACTIVITIES.

ITEM 3c

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

FOR OFFICE USE ONLY
Receipt# #496696
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: 02-09-15 (+EH)
Police Chief: **Approved:** _____
Denied: _____

Please Note:

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

Application Date 2-9-15

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 herby 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 Clark (Last) Erin (First) Joanah (Middle)

Home Address 1325 D Michigan Ave (Street) Wis. Dells (City) WI (State) 53965 (Zip)

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

Previous Addresses within the past 10 years
107 Saddle Ridge Portage, WI 53901
2233 Wyoming Ave #7 Sun Prairie, WI 53590
513 Pine Ave Hillsboro, WI 54634

Drivers License # C462-2108-8904-02 **State Issued** WI

Phone Number 608-697-7364 **Date of Birth** 11/04/88 **Place of Birth** Mandaluyong, Philippines

Physical Description Sex F Race Pacific Islander Height 5'2 Eye Color: Brown Hair Color: Black

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

(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.

Date	Nature of Offense	County	State

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: Erin J Clark Date: 02/09/15

Erin J Clark

Subscribed and sworn to before me this 9th day of February 2015.

Tammy L Miller

Notary Public

My Commission Expires: 4-14-18

TAMMY L MILLER NOTARY PUBLIC STATE OF WISCONSIN (SEAL)

(Rev. 03/14)

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

FOR OFFICE USE ONLY
Receipt# 49957
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: 3-3-15 CH VS
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 3-2-15

License Applying For:

- [x] **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)
- [x] 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 herby 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 Stabnow (Last) Jennifer (First) Marie (Middle)

Home Address 58820 Sunset Drive (Street) Prairie Du Sac (City) WI (State) 53578 (Zip)

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

Previous Addresses within the past 10 years
1600 N. Dewey Ave. Reedsburg WI

Drivers License # S315433916623500 **State Issued** WI

Phone Number 608-400-3851 **Date of Birth** 4/15/1996 **Place of Birth** Reedsburg

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

License to be used at (Name of Business) Roadhouse

(Continued)

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.

Date	Nature of Offense	County	State

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: 3/2/15

Subscribed and sworn to before me this 2nd day of March, 2015.

Tammy L. Miller
Notary Public

My Commission Expires: 4-14-18

TAMMY L MILLER NOTARY PUBLIC STATE OF WISCONSIN (SEAL)

(Rev. 03/14)

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

FOR OFFICE USE ONLY
Receipt# 49881
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: 02/24/15 RC -CH
Police Chief: **Approved:** [signature]
Denied: _____

Please Note:

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

Application Date 2·23·2015

License Applying For:

- [x] **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:

- [x] I have an Operator's License in effect at this time. (Attach proof if not held w/City of Wisconsin Dells)
- [x] 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 herby 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 Stafford (Last) Damcyian (First) R. (Middle)

Home Address N1154 Cty Rd N (Street) Apt # A Wisconsin Dells (City) WI (State) 53965 (Zip)

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

Previous Addresses within the past 10 years

_____

Drivers License # 5316-1767-5103-01 **State Issued** Wisconsin

Phone Number (608)434-9300 **Date of Birth** 3-23-1975 **Place of Birth** Rhinelander, WI

Physical Description Sex M Race White Height 5'10 Eye Color: Hazel Hair Color: Dark Brown

License to be used at (Name of Business) River Walk Pub

(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.

Date	Nature of Offense	County	State

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: Dameryan Stiffan Date: 2-23-2015

Subscribed and sworn to before me this 23rd day of February, 20 15.

Notary Public

My Commission Expires: 10/25/2015

(SEAL)

STATE OF WISCONSIN TRACI J. STANFORD NOTARY PUBLIC

(Rev. 03/14)

City of Wisconsin Dells

Application for:

SPECIAL EVENTS PERMIT

ITEM 3d

Date From: May 23, 2015 To: September 4, 2015 **FEE $160.00** Receipt No. 50027 3-6-2015

Name of Applicant: Jenifer Dobbs, Festivals Manager of Wisconsin Dells Festivals, Inc. on behalf of Wisconsin Dells BID Committee

Address of Applicant: 701 Superior St., PO Box 390, Wisconsin Dells, WI 53965

Daytime Telephone Number: (608) 254-7180 Ext 311 Email Address: jenifer@wisdells.com

Name & Address of Officers, if Corporation: Jill Diehl, President – 560 Wisconsin Dells Parkway, Wisconsin Dells, WI; Dan Gavinski, Secretary/Treasurer, 1890 Wisconsin Dells Parkway, Wisconsin Dells, WI

FOR SPECIAL EVENTS PERMIT:

Type of Event: Downtown Summer Entertainment Series: Various musical entertainers perform on the corner of Eddy Street and Broadway throughout the summer season. Performances to take place from 7:00 – 9:00 p.m.

Location of Event: Intersection of Broadway and Eddy Street, on the sidewalk and bump-out areas. Two sets of bleachers to be placed in the same area for visitor seating.

Number and Types of Participants: Varies

Contact Person: Jenifer Dobbs –Festivals Manager, Wisconsin Dells Festivals, Inc.

Telephone No: Office: (608) 254-7180, ext. 311 Cell: (608) 516-7101

Fireworks: NO Sandwich Board Signs: NO

Jenifer Dobbs Wisconsin Dells Festivals, Inc.

Signature of Applicant

Subject to compliance with Wisconsin Dells Municipal Code chapter 24

- ☐ Date Approved: _____ day of _____ 20___
- ☐ Date Denied: _____ Reason(s): _____

Note: Incomplete, false, or misleading information on the application form can delay the review process and/or be grounds for denial of permit or license. Rev. 01/10

ITEM 3e

Subject: FW: Corvette Adventures - Muscle Cr Adventures
Attachments: Parade Permit - Corvette Adventures - 2015.docx; Parade Permit - Muscle Car Adventures - 2015.docx

---------- Forwarded message ----------
From: **Ed Saari** <edsandbarb@gmail.com>
Date: Tue, Feb 10, 2015 at 4:15 PM
Subject: Corvette Adventures - Muscle Cr Adventures
To: Perry Mayer <pmayer@wdpd.com>

Lt. Perry Mayer
Wisconsin Dells Police
712 Oak Street
Wisconsin Dells, WI 53965

February 10, 2015

Lt. Mayer -

As you requested, attached is our application for two parade permits from Chula Vista Resort that we would like to hold in 2015. Both parades are repeats of parades we have held in the past.

The applications are for:
Corvette Adventures – Saturday, June 13 at 11:00am to 1:00pm
Muscle Car Adventures – Saturday, September 12 at 4:00pm to 6:00pm

If you have any questions or need any additional information, please call me at 309-530-9235 or email me.

Thanks and as always, we look forward to working with and your department.

Ed Saari
Director – Special Events
Chula Vista Resort

Parade Permit Application - Corvette Adventures – Saturday, June 13, 2015

A. The Name, address and telephone number of the applicant.
Ed Saari, c/o Chula Vista Resort, 2501 N River Rd., Wisconsin Dells, WI 53965 Ph 309-530-9235

B. If the parade or special event is proposed to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization and of the authorized and responsible heads of such organization.
Chula Vista Resort, 2501 N River Rd., Wisconsin Dells, WI 53965, Mike Kaminski, CEO Ph 608-254-8366

C. The name, address and telephone number of the person who will be responsible for conducting the parade.
Ed Saari, c/o Chula Vista Resort, 2501 N River Rd., Wisconsin Dells, WI 53965 Ph 309-530-9235

D. The date when the parade is to be conducted and its duration.
Saturday, June 13 at 11:00am and the cars will disburse from their parking location at 1:00pm

E. The assembly area, the starting point, the route to be traveled and the termination point.
Assembly area – Chula Vista Resort event parking lot
Route – Chula Vista Parkway – Hwy 13 – Broadway – Superior St – Washington Ave – terminating at the Elm Street parking lot by Chalet Lanes.

F. An area describing the location of the special event.
The event will be held at Chula Vista Resort, 2501 N River Rd., Wisconsin Dells, WI 53965

G. The number and size of units comprising the parade.
Approximately 275 Corvettes

H. The number and type of participants in the special event, e.g. artists in an art fair, tables for a flea market, etc.
Approximately 300 couples from a 15 state area.

I. If the parade or special event is to be conducted by or any person other than the applicant, the applicant for such permit shall file with the Clerk a communication in writing from the person proposing to hold the parade or special event authorizing the applicant for the permit on his behalf.
N/A

J. Any additional information which the Clerk finds reasonably necessary to make a fair determination as to whether a permit should be issued, whether required on the application or after filing.
This Parade usually takes place on the same weekend as the Taste Of Dells; however, the parade had to be moved to a different weekend for this year only. I believe it is the 7th year for the parade to take place.

Parade Permit Application – Muscle Car Adventures – Saturday, September 12, 2015

A. The Name, address and telephone number of the applicant.
Ed Saari, c/o Chula Vista Resort, 2501 N River Rd., Wisconsin Dells, WI 53965 Ph 309-530-9235

B. If the parade or special event is proposed to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization and of the authorized and responsible heads of such organization.
Chula Vista Resort, 2501 N River Rd., Wisconsin Dells, WI 53965, Mike Kaminski, CEO Ph 608-254-8366

C. The name, address and telephone number of the person who will be responsible for conducting the parade.
Ed Saari, c/o Chula Vista Resort, 2501 N River Rd., Wisconsin Dells, WI 53965 Ph 309-530-9235

D. The date when the parade is to be conducted and its duration.
Saturday, September 12 at 4:00pm and the cars will disburse from their parking location at 5:30pm

E. The assembly area, the starting point, the route to be traveled and the termination point.
Assembly area – Chula Vista Resort event parking lot
Route – Chula Vista Parkway – Hwy 13 – Broadway – Superior St – Washington Ave – terminating at the Elm Street parking lot by Chalet Lanes.

F. An area describing the location of the special event.
The event will be held at Chula Vista Resort, 2501 N River Rd., Wisconsin Dells, WI 53965

G. The number and size of units comprising the parade.
Approximately 100 Cars of all brands

H. The number and type of participants in the special event, e.g. artists in an art fair, tables for a flea market, etc.
Approximately 200 couples from a 5 state area.

I. If the parade or special event is to be conducted by or any person other than the applicant, the applicant for such permit shall file with the Clerk a communication in writing from the person proposing to hold the parade or special event authorizing the applicant for the permit on his behalf.
N/A

J. Any additional information which the Clerk finds reasonably necessary to make a fair determination as to whether a permit should be issued, whether required on the application or after filing.
This will be the 3rd year for the parade to take place.

CITY OF WISCONSIN DELLS
LICENSE APPLICATION FOR:

TAXICAB SERVICE LICENSE

ITEM 6

Fee: $150
(Plus $50 for first vehicle, $25 each additional vehicle)

☐New ☑Renewal

Date Submitted: 2-26-2015 Amount Paid: $ 275.00 Receipt No. 49917

Name of Applicant (Last, First, MI): Nykazin Adam

Address of Applicant: 2960 Wisconsin Dells Pkwy Wisconsin Dells WI 53965

Date of Birth: 8-28-83 Daytime Telephone Number: 608-354-6420

Applicant's Drivers License Number: N220 0008 3308 08 State: WI

Business Name: AAA Taxi Telephone No. 1-877-354-6420

Business Address: 2960 Wisconsin Dells Pkwy Wisconsin Dells WI 53965

Proposed hours of Operation: 24/7

Name of Auto Insurance Carrier: (Attach Proof of Coverage for all vehicles): Northern States

Rate Schedule: 3.00 per person 3.00 per mile

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

Adam Nykazin 2-15-15

Signature of Applicant Date

License subject to compliance with Wisconsin Dells Code Section 16.21.

☐ Background check completed. _____ Vehicle Inspection(s) done: _____

☐ License Approved: _____ License Valid from _____, 20____ through March 31, 20____

Conditions (if any): _____

☐ Date Denied: _____ Reason(s): _____

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

Taxicab Service Vehicle List

Company Name: AAA TAXI

Year	Make	Model	VIN Number	License Plate	Capacity	Insp. Date	Insp. Officer	Tag No.	Date & Rcpt #
1999	Ford	E350	1FDWE3057XHA75302	495 KZE	15				2-26-2015 R# 49917 DS
2004	Ford	E350	1FBSS31S54HA95591	115 ECW	15				
2000	Thomas Built		1T88R4B15Y1082348	18845B	15 +				
2001	Eldorado		1N9TBAC187C084137	18749B	15 +				

CITY OF WISCONSIN DELLS
LICENSE APPLICATION FOR:

TAXICAB SERVICE LICENSE

Fee: $150
(Plus $50 for first vehicle, $25 each additional vehicle)

☐ New ☑ Renewal

Date Submitted: 3-3-15 Amount Paid: $ 325.00 Receipt No. 49972 TS

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

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

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

Applicant's Drivers License Number: B523-4378-3067-09 State: WI.

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

Business Address: P.O. Box 629 Lake Delton, WI. 53940

Proposed hours of Operation: 8Am - 230Am Sun - thur
8Am - 330Am Fri & Sat.

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

Proposed Rate Schedule: 8Am - midnight: $2 per mile / $2 per person
12:01Am - 3:30Am - $3 per mile / $3 per person - $10 minimum
$30 hour waiting time

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

Signature of Applicant 3-3-15 Date

License subject to compliance with Wisconsin Dells Code Section 16.21.

☐ Background check completed.

☐ License Approved: License Valid from , 20 through March 31, 20

Conditions (if any):

☐ Date Denied: Reason(s):

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

Taxicab Service Vehicle List

Company Name: Dells Roo LLC.

3-3-2015

Receipt # 49972 tjs

Year	Make	Model	VIN Number	License Plate	Capacity	Insp. Date	Insp. Officer	Tag No.
2010	Ford	E-350	1FBSS3BL4ADA52385		15			
2000	Ford	Econoline	1FBSS31L6YHA19084		15			
2005	Dodge	Grand caravan	2D4GP44L15R477056		7			
2005	Dodge	Grand caravan	2D4GP44L15R488512		7			
2009	Dodge	Grand caravan	2D8HN44E79R686687		7			
2008	Ford	E-350	1FBSS31L98DB17016		15			

CITY OF WISCONSIN DELLS
LICENSE APPLICATION FOR:
TAXICAB SERVICE LICENSE

Fee: $150
(Plus $50 for first vehicle, $25 each additional vehicle)

☐New ☒Renewal

Date Submitted: 2.19.2015 Amount Paid: $ 300.00 Receipt No. 49836

Name of Applicant (Last, First, MI): Babeonu Calin S

Address of Applicant: 177 Forest Drive Apt 915 Wisconsin Dells WI 53965

Date of Birth: 9.23.77 Daytime Telephone Number: 6084322401

Applicant's Drivers License Number: B150 1177 7343 00 State:

Business Name: ProInvest LLC dba City Taxi Telephone No. 6084481818

Business Address: 177 Forest Drive Apt. 915 Wisconsin Dells, WI, 53965

Proposed hours of Operation: 8 am - 3 am

Name of Auto Insurance Carrier: (Attach Proof of Coverage): Castle Point

Proposed Rate Schedule: 8am - midnight $1,25 flag drop $1.92/mile, $2.50 pers
midnight - 3am $1,25 flag drop $2.96/mile, $2.50 pers
discounted rates for J1 students;

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

[signature] 2.19.2015

Signature of Applicant Date

License subject to compliance with Wisconsin Dells Code Section 16.21.

☒ Background check completed. 02/20/15 RC -CH

☒ License Approved: [signature] License Valid from 2/25, 2015 through March 31, 2016

Conditions (if any):

☐ Date Denied: Reason(s):

Note: Incomplete, false, or misleading information on the application form can delay the review process and/or be grounds for denial of permit or license. Rev. 12/2013

Taxicab Service Vehicle List

Company Name: Pro Invest LLC dba City Taxi

Year	Make	Model	VIN Number	License Plate	Capacity	Insp. Date	Insp. Officer	Tag No.	Date & Rcpt #
2007	Ford	Crown Victoria	2FAHP71W27X147558 ✓	494TUN	5				2-19-15 TS #49836
2005	Ford	Crown Victoria	2FAFP71W65X178141 ✓	495TUN	5				2-19-15 TS #49836
2007	Chevy	Uplander	1GNDV23177D101100 ✓	767TUN	7				2-19-15 TS #49836
2002	Ford	Windstar	2FMZA51452BB22157 ✓	677WNP	7				2-19-15 TS #49836
2002	Dodge	Ram 3500	2B5WB35Y32K132615 ✓	170WRP	14				2-19-15 TS #49836

CITY OF WISCONSIN DELLS
LICENSE APPLICATION FOR:

TAXICAB SERVICE LICENSE

Fee: $150
(Plus $50 for first vehicle, $25 each additional vehicle)

☐New ☒Renewal

Date Submitted: 2/24/15 Amount Paid: $ 275.00 Receipt No. 49894 jjs

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

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

Date of Birth: 9-10-63 Daytime Telephone Number: (608) 434-31606

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

Business Name: Dells Cab Telephone No (608) 434-31606

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

Proposed hours of Operation: 7 Am - 3 Am extended hours as needed

Name of Auto Insurance Carrier: (Attach Proof of Coverage for all vehicles): American Country Ins Co

Rate Schedule: Dells to Dells $5 1st person $2 each additional Persons Same. Delton to Delton, Dells to Delton & Delton to Dells $10 1st person & $2 each additional passenger, out of city/village limits $2 person $2 per mile with an $8 minimum charge

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

Signature of Applicant 2/24/14 Date

License subject to compliance with Wisconsin Dells Code Section 16.21.

☐ Background check completed. _____ Vehicle Inspection(s) done: _____

☐ License Approved: _____ License Valid from _____, 20____ through March 31, 20____

Conditions (if any): _____

☐ Date Denied: _____ Reason(s): _____

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

Taxicab Service Vehicle List

Company Name: Dells Cab

Year	Make	Model	VIN Number	License Plate	Capacity	Insp. Date	Insp. Officer	Tag No.	Date & Rcpt #
2000	Chev	Van	1GAGG(2)5R5Y1183617	661WUM	12				2-24-2015 R# 49894 tjs
1998	Toyota	Van	4T3ZF13C3WU058142	660WUM	~~8~~ 7				
2006	Toyota	Van	5TDZA23C66S515628	664WUM	8				
1999	Chevy	Van	1GBHG31F4X1121822	663WUM	15				

CITY OF WISCONSIN DELLS
LICENSE APPLICATION FOR:

TAXICAB SERVICE LICENSE

Fee: $150
(Plus $50 for first vehicle, $25 each additional vehicle)

☐New ☒Renewal

Date Submitted: 2/23/15 Amount Paid: $ 300.00 Receipt No. 49878

Name of Applicant (Last, First, MI): Coleman, Michael R.

Address of Applicant: 1110 Race St. Wisconsin Dells WI. 53965

Date of Birth: Aug. 5, 1940 Daytime Telephone Number: 608-434-5540

Applicant's Drivers License Number: C455-5564-0285-07 State: WI.

Business Name: Surreway Taxi Services Telephone No. 253-2129

Business Address: 1110 Race St. Wisconsin Dells WI. 53965

Proposed hours of Operation: 24/7

Name of Auto Insurance Carrier: (Attach Proof of Coverage for all vehicles): American Service Ins.

Rate Schedule: $8.00 + No Higher $10.00 James A. Bohn

Children with parents ride free 502-893-2020

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

Michael R Coleman 2/23/15

Signature of Applicant Date

License subject to compliance with Wisconsin Dells Code Section 16.21.

☐ Background check completed. _____ Vehicle Inspection(s) done: _____

☐ License Approved: _____ License Valid from _____, 20____ through March 31, 20____

Conditions (if any): _____

☐ Date Denied: _____ Reason(s): _____

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

Taxicab Service Vehicle List

Company Name: SureWay Taxi Services

Year	Make	Model	VIN Number	License Plate	Capacity	Insp. Date	Insp. Officer	Tag No.	Date & Rcpt #
2000	FORD	VAN	1FMRE11L5YHB25480	SURWAY	10				2-23-2015 R# 49878 TS
1997	FORD	VAN	1FBJS31S0VHB83414	402JSD	14				
1997	MERCURY	4DR. CAR	2MELM74WXVX660241	SureWay	4				
2002	DODGE	VAN MINI	2B8GP54L12R517064	736XBC	7				
2001	CHRYSLER	VAN MINI	2C8GP54L41R141879	706XBC	7				

CITY OF WISCONSIN DELLS
LICENSE APPLICATION FOR:

TAXICAB SERVICE LICENSE

Fee: $150
(Plus $50 for first vehicle, $25 each additional vehicle)

☐New ☒Renewal

Date Submitted: 2-27-15 Amount Paid: $ 425.00 Receipt No. 49943 (4m)

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

Address of Applicant: PO BOX 752 ; Wisconsin Dells, WI 53965

Date of Birth: 03/07/1989 Daytime Telephone Number: (608) 253-7433

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

Business Name: Wisconsin Dells TAXI Telephone No. (608) 253-7433

Business Address: PO BOX 752 ; Wisconsin Dells, WI 53965

Proposed hours of Operation: Sunday - Thursday 7a-2:30a
Friday - Saturday 7a-3:30a

Name of Auto Insurance Carrier: (Attach Proof of Coverage for all vehicles):

Rate Schedule: Before Midnight - $2.00/person + $2.00/mile
After Midnight - $3.00/person + $3.00/mile
$10.00 min charge

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

Keshia Gregerson 2/26/2015
Signature of Applicant Date

License subject to compliance with Wisconsin Dells Code Section 16.21.

☐ Background check completed. _____ Vehicle Inspection(s) done: _____

☐ License Approved: _____ License Valid from _____, 20____ through March 31, 20____

Conditions (if any): _____

☐ Date Denied: _____ Reason(s): _____

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

Taxicab Service Vehicle List

Company Name: Wisconsin Dells Taxi

Year	Make	Model	VIN Number	License Plate	Capacity	Insp. Date	Insp. Officer	Tag No.	Date & Rcpt #
02	HONDA	ODYSSEY	5FNRL187X2B007743	451 RRY	7				2-27-15 JM R#49943
03	CHEVY	EXPRESS	1GAHG39U831144649	711 RRY	15				
06	GMC	Savannah	1GJGG25U961116181	504 PXL	12				
00	Chevy	Savannah	1GJHG39R341139930	382 PAE	15				
03	HONDA	Odyssey	5FNRL18003B052002	873 TKJ	7				
04	GMC	Van	1GTHG35U141192492	190 UMT	12				
08	Dodge	Caravan	1D8HN44H78B125316	273 VGZ	7				
08	Dodge	Caravan	2D8HN44HX8R778966	790 VPS	7				
08	Chevy	van	1GJHG39K881151901	987 WCB	15				
08	GMC	van	1GDJG316X81125710	300 YNW	15				

ITEM 7

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning March 24 20 15 ;
ending June 30 20 15

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

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

Applicant's Wisconsin Seller's Permit Number:	456-1028592637-02
Federal Employer Identification Number (FEIN):	46-5567296

LICENSE REQUESTED ▶	
TYPE	FEE
☐ Class A beer	$
☒ Class B beer	$ 33.32
☒ Class C wine	$ 33.32
☐ Class A liquor	$
☐ Class B liquor	$
☐ Reserve Class B liquor	$
Publication fee	$ 14.00
TOTAL FEE	$ 80.64

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): ▶ Rick Mueller Cheesey Tomato 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	Owner	Ricky J. Mueller	213 Windy Hill Rd	Wisc. Dells, WI. 53965
Vice President/Member				
Secretary/Member				
Treasurer/Member				
Agent ▶	Rick Mueller			
Directors/Managers				

3. Trade Name ▶ The Cheesey Tomato Business Phone Number 608 432-3305
4. Address of Premises ▶ 27 Broadway Wisc. Dells Post Office & Zip Code ▶ Wisconsin 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 Wisconsin and date 5/2014 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.) Restaurant - Kitchen - Seating Area
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? _____
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 refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME
this 4th day of February 20 15

(Clerk/Notary Public)

My commission expires 10/25/2015

NOTARY PUBLIC STATE OF WISCONSIN

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

(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 2-19-2015	Date reported to council/board 3-23-2015	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☐ Village ☒ City of Wisconsin Dells County of Columbia

The undersigned duly authorized officer(s)/members/managers of Cheesey Tomato LLC
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as The Cheesey Tomato
(trade name)

located at 27 Broadway Wisconsin Dells, WI. 53965

appoints Rick Mueller
(name of appointed agent)

213 Windy Hill Rd. Wisconsin Dells
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes ☒ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☒ Yes ☐ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 53 yrs.

Place of residence last year 213 Windy Hill Rd. Wisc. Dells

For: Cheesey Tomato LLC
(name of corporation/organization/limited liability company)

By: [signature]
(signature of Officer/Member/Manager)

And:
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Rick Mueller, hereby accept this appointment as agent for the
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[signature] 2/19/15 Agent's age 53
(signature of agent) (date)

213 Windy Hill Rd. Wisc. Dells Date of birth 9/23/61
(home address of agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
(Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ (date) by _____ (signature of proper local official) Title _____ (town chair, village president, police chief)

ITEM 8

Application for Cigarette and Tobacco Products Retail License

Submit to municipal clerk.

MUNICIPAL USE ONLY
License Number
Period Covered
Date of Issuance

Applicant's Wisconsin 15-digit Sales Tax Account Number: 456-1028314793-02

← This must be issued in the same Legal Name of the licensee below.

Legal Name (corporation, limited liability company, partnership or sole proprietorship): Dragon Breath Vapor LLC	Federal Employer Identification No. (FEIN): 47-1569488
Trade or Business Name *(if different than Legal Name)*:	Telephone Number: (608) 742 7977
Business Address (License Location): 910 ½ Broadway Ave	Business Located In: ☒ City ☐ Village ☐ Town of: Wisconsin Dells
Business Telephone: ( )	
City: Wisc Dells; State: WI; ZIP Code: 53965	County: Columbia
Mailing Address *(if different than Business Address)*: N6522 US Hwy 51 #A5	City: Portage; State: WI; ZIP Code: 53901

Organization *(check one)*

☐ Sole Proprietor ☒ Wisconsin Corporation – Enter date incorporated: August 2014

☐ Partnership ☐ Out-of-State Corporation – Are you registered to do business in Wisconsin? ☐ YES ☐ NO

☐ Other *(describe)* _____

☒ YES ☐ NO 1. Does the applicant understand that they must purchase cigarettes only from distributors or jobbers who hold a permit with the Wisconsin Department of Revenue?

☒ YES ☐ NO 2. Does the applicant understand that they must obtain a Tobacco Products Distributor permit if purchasing untaxed tobacco products from an out-of-state company? (Tobacco Products Distributor permit is available from the Wisconsin Department of Revenue at 608-261-6435. See application form CTP-129, revenue.wi.gov/forms/excise/ctp-129.pdf.)

☒ YES ☐ NO 3. Does the applicant understand that they cannot purchase/exchange cigarettes or tobacco products from another retailer, including transferring existing stock to a new owner?

☒ YES ☐ NO 4. Does the applicant understand that they must provide employees with tobacco sales training approved by the Wisconsin Department of Health Services? (SmokeCheck.org)

☒ YES ☐ NO 5. Does the applicant understand that they may not sell, give or otherwise provide cigarettes/tobacco products and nicotine products to minors (including electronic cigarettes containing nicotine)?

☒ YES ☐ NO 6. Does the applicant understand that they may not sell single cigarettes?

☒ YES ☐ NO 7. Does the applicant understand that cigarette and tobacco products invoices must be kept on the licensed premises for two years from the date of the invoice and be available for inspection by the Wisconsin Department of Revenue/law enforcement and that failure to comply can result in criminal penalties, including loss of cigarettes/tobacco products?

☒ YES ☐ NO 8. Does the applicant understand that only cigarettes and roll-your-own (RYO) tobacco products listed on the Wisconsin Department of Justice's website labeled "Directory of Certified Tobacco Manufacturers and Brands" at www.doj.state.wi.us/dls/tobacco/index.html may be sold in Wisconsin?

Cigarettes / Tobacco will be sold ☒ over counter ☐ through vending machine ☐ both

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 applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another.

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.

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 27th day of February, 20 15

Tammy L Miller

(Clerk / Notary Public)

My commission expires 4-14-18

TAMMY L MILLER NOTARY PUBLIC STATE OF WISCONSIN

CTP-200 (R. 6-14)
Wisconsin Department of Revenue

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 March 23, 2015 meeting;

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

To be determined by Finance Committee prior to the Council Meeting.

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: March 23, 2015
Date Passed:
Date Published:

Current 2015 Fee Structure

	Fee(plus tax)	Slip Breakc	Total Revenue
City Res	$ 309.00	37	$ 11,433.00
School Res	$ 445.00	23	$ 10,235.00
Non- Resident	$ 781.00	2	$ 1,562.00
		Total	$ 23,230.00
		Dif in Rev	$ -

Proposed Fee

50%

	Fee(plus tax)	Slip Breakc	Total Revenue
City Res	$ 463.50	37	$ 17,149.50
School Res	$ 667.50	23	$ 15,352.50
Non- Resident	$ 1,171.50	2	$ 2,343.00
		Total	$ 34,845.00
		Dif in Rev	$ 11,615.00

Proposed Fee

40%

	Fee(plus tax)	Slip Breakc	Total Revenue
City Res	$ 432.60	37	$ 16,006.20
School Res	$ 623.00	23	$ 14,329.00
Non- Resident	$ 1,093.40	2	$ 2,186.80
		Total	$ 32,522.00
		Dif in Rev	$ 9,292.00

Proposed Fee

30%

	Fee(plus tax)	Slip Breakc	Total Revenue
City Res	$ 401.70	37	$ 14,862.90
School Res	$ 578.50	23	$ 13,305.50
Non- Resident	$ 1,015.30	2	$ 2,030.60
		Total	$ 30,199.00
		Dif in Rev	$ 6,969.00

Current 2015 Fee Structure

	Fee(plus tax)	Slip Breakdown	Total Revenue
City Res	$ 309.00	37	$ 11,433.00
School Res	$ 445.00	23	$ 10,235.00
Non- Resident	$ 781.00	2	$ 1,562.00
		Total	$ 23,230.00
		Dif in Rev	$ -

Possible Fee Structures

#1

	Fee(plus tax)	Slip Breakdown	Total Revenue
City Res	$ 400.00	37	$ 14,800.00
School Res	$ 550.00	23	$ 12,650.00
Non- Resident	$ 850.00	2	$ 1,700.00
		Total	$ 29,150.00
		Dif in Rev	$ 5,920.00

#2

	Fee(plus tax)	Slip Breakdown	Total Revenue
City Res	$ 500.00	37	$ 18,500.00
School Res	$ 650.00	23	$ 14,950.00
Non- Resident	$ 900.00	2	$ 1,800.00
		Total	$ 35,250.00
		Dif in Rev	$ 12,020.00

#3

	Fee(plus tax)	Slip Breakdown	Total Revenue
			$ -
All The Same	$ 600.00	62	$ 37,200.00
			$ -
		Total	$ 37,200.00
		Dif in Rev	$ 13,970.00

CITY OF WISCONSIN DELLS
RESOLUTION No. _____

ITEM 10

WHEREAS, Governor Walker's 2015-2017 State budget proposal, AB 21/SB 21, eliminates the State's Local Government Property Insurance Fund, which is administered by the State's Office of Commissioner of Insurance; and

WHEREAS, municipalities have been able to obtain affordable property insurance through this State program since 1911; and

WHEREAS, a February 2015 report shows that the fund is insuring $52.2 billion in property values and 974 insureds, including 128 cities and 243 villages; and

WHEREAS, municipalities use this option because it offers coverage at an affordable rate while also providing first-rate claims handling;

WHEREAS, eliminating this option will increase municipal insurance costs greatly;

NOW THEREFORE BE IT RESOLVED, that the City of Wisconsin Dells opposes the provision in the 2015-2017 State budget to eliminate the Local Government Property Insurance Fund.

_____
Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: _____ayes _____ nays
Date Introduced: March 23, 2015
Date Passed:
Date Published:

ITEM 11

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 March 4, 2015 meeting;

To APPROVE a Conditional Use Permit to Cookie LLC/Cingular Wireless (AT&T) in order to allow land use 17.2 Unconcealed Telecommunication facility on Sauk County Parcel No. 291-0049-0000 with the contingencies listed in the Staff Report.

_____
Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: _____ayes _____ nays
Date Introduced: March 23, 2015
Date Passed:
Date Published:

Conditional Use and Site Plan Permits
17.2 Unconcealed telecommunication facility
Staff Report for Plan Commission, 3/04/2015

The City has received an offer from Cookie, LLC / Cingular Wireless (AT&T) to construct a 150' tall monopole Cell Phone Tower. This use would be defined as an "Unconcealed telecommunication facility" per the City zoning code. Parcel 291-0049-00000 is currently zoned C-4 Commercial – large scale, which does not allow "Unconcealed telecommunication facility", however in 2013 the State created Statute 66.0404 which prohibits the City from prohibiting any Cell Towers in any Zoning District. Therefore, the City is evaluating this proposal as if a Cell Tower were permitted as a Conditional Use in this Zoning District.

As a new commercial development a Site Plan application was submitted as well.

The applicant has stated that the new tower is required because "collocation on an existing site...would not result in the same coverage functionality and is technically infeasible" The applicant has also stated that the new pole would be designed to accommodate up to four (4) carriers.

The applicant has included a statement, sealed by a professional engineer that the 150 foot tall monopole structure is designed with a minimum factor of safety of 25% and is therefore very unlikely to fail. The engineer also states that if the monopole were to fail, the entire structure would not fall over, but rather the top of the structure would fold over onto itself.

Any approval of this use should carry the following contingencies.

1. The applicant gain rights to the property.
2. The applicant conforms to all the requirements in the proposed newly created Sec. 19.728 of the City Zoning Code
3. The applicant remain compliant with the FCC, FAA, and any other applicable regulatory agencies

Chris Tollaksen
Wis. Dells Public Works

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H:\27800\27881 - Dells - Nelson Property\Images\Renderings\13034260.AE701.150109_PHOTO SIM.335469395 1.dwg Printed by: cfoley on Jan 08, 2015 - 4:55pm

DRAWN BY: CKF

SHEET TITLE:
AFTER PHOTO RENDERING/SIMULATION - LOOKING WEST

PROJECT TITLE:
DELLS-NELSON PROPERTY (WI0487) FA I.D. #: 13034260

PROJECT NUMBER:
27881

PROJECT LOCATION:
5486 OLD US-16, WISCONSIN DELLS, WI 53965 (SAUK COUNTY)

at&t

GoodmanNetworks
Network Knowledge. Delivered.

RAMAKER & ASSOCIATES, INC.
1120 Dallas Street, Sauk City, WI 53583
Phone: 608-643-4100 Fax: 608-643-7999
www.Ramaker.com

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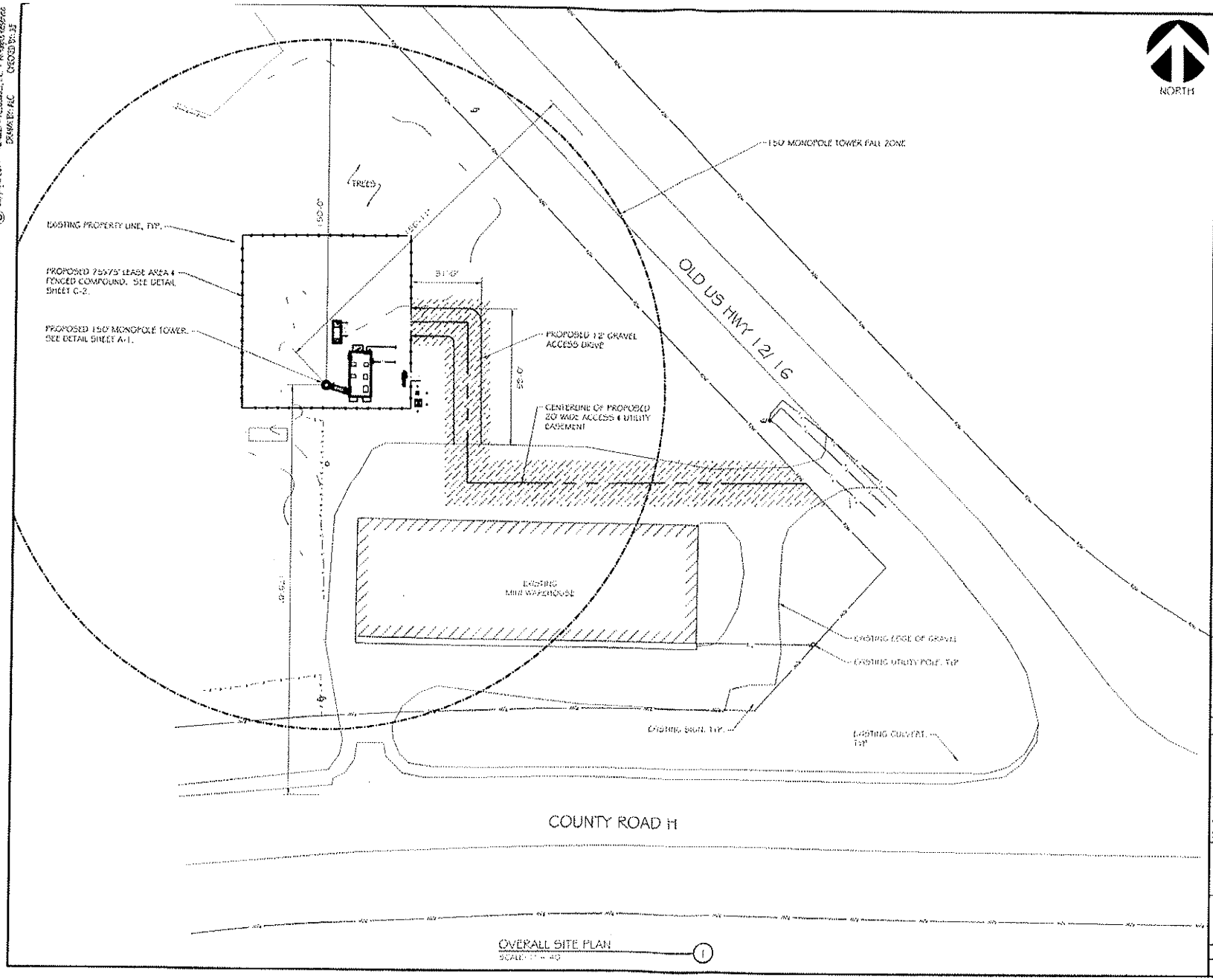
DRAWN BY: AJC CHECKED BY: JJE



OVERALL SITE PLAN
SCALE: 1" = 40'

RAMAKER & ASSOCIATES, INC.
1120 Dallas Street, Sauk City, WI 53583
Phone: 608-643-4100 Fax: 608-643-7999
www.Ramaker.com

at&t

GoodmanNetworks

Certification Seal

WISCONSIN
MICHAEL L. PINSKE
36367
MIDDLETON, WI
PROFESSIONAL ENGINEER

DELLS- NELSON
PROPERTY #WI0487
FA I.D. #: 13034260

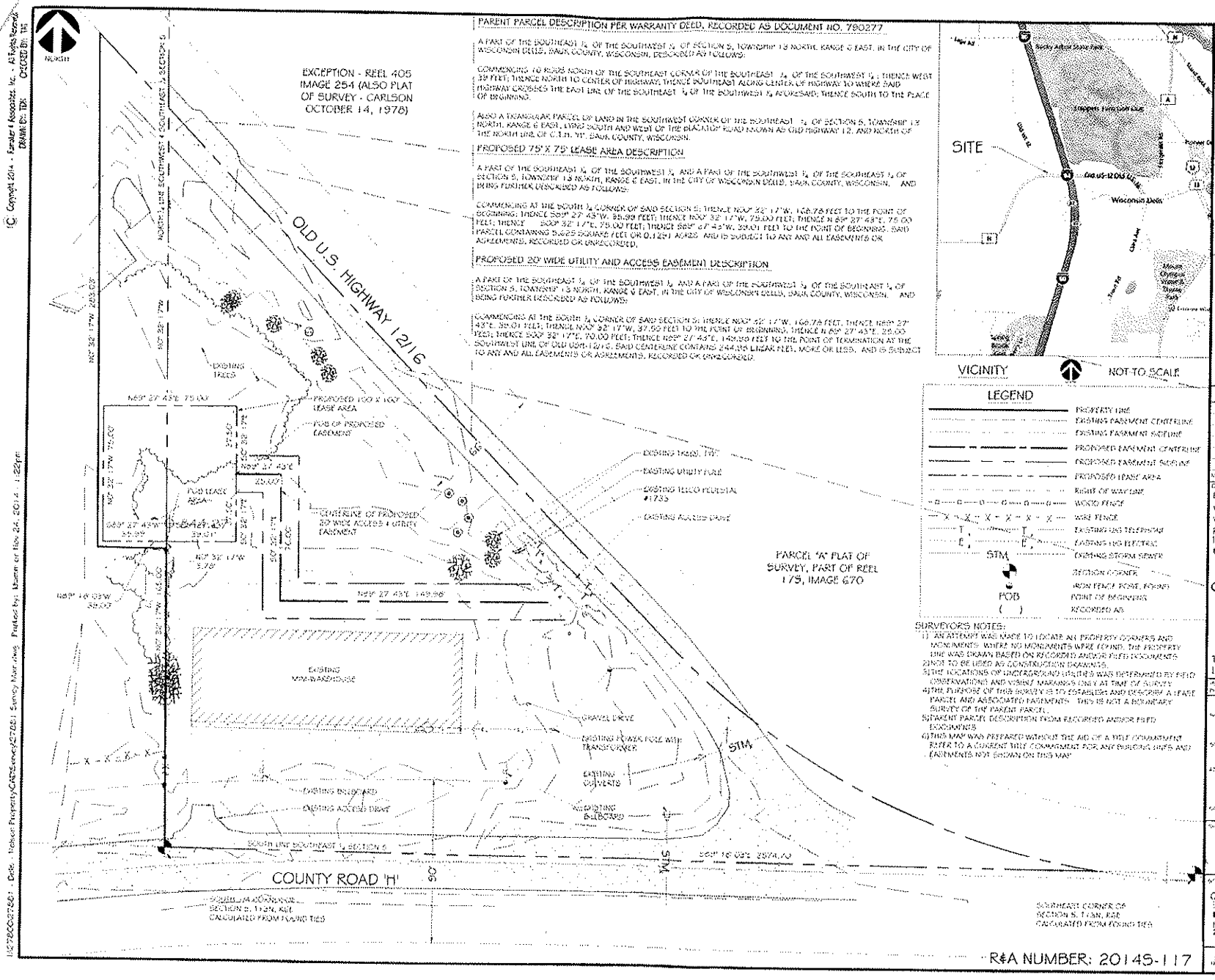
619 STATE TRUNK HIGHWAY H
WISCONSIN DELLS, WI 53965
SAUK COUNTY

OVERALL SITE PLAN

0 20 40' 80'
11" x 17" 1" = 40'
22" x 34" 1" = 20'

27881

C-1



PARENT PARCEL DESCRIPTION PER WARRANTY DEED, RECORDED AS DOCUMENT NO. 790277

A PART OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 13 NORTH, RANGE 6 EAST, IN THE CITY OF WISCONSIN DELLS, SAUK COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING 10 RODS NORTH OF THE SOUTHEAST CORNER OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼; THENCE WEST 39 FEET; THENCE NORTH TO CENTER OF HIGHWAY; THENCE SOUTHEAST ALONG CENTER OF HIGHWAY TO WHERE SAID HIGHWAY CROSSES THE EAST LINE OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ AFORESAID; THENCE SOUTH TO THE PLACE OF BEGINNING.

ALSO A TRIANGULAR PARCEL OF LAND IN THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 13 NORTH, RANGE 6 EAST, LYING SOUTH AND WEST OF THE BLACKTOP ROAD KNOWN AS OLD HIGHWAY 12, AND NORTH OF THE NORTH LINE OF C.T.H. "H", SAUK COUNTY, WISCONSIN.

PROPOSED 75' X 75' LEASE AREA DESCRIPTION

A PART OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ AND A PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 13 NORTH, RANGE 6 EAST, IN THE CITY OF WISCONSIN DELLS, SAUK COUNTY, WISCONSIN, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ¼ CORNER OF SAID SECTION 5; THENCE N00° 32' 17"W, 1,06.78 FEET TO THE POINT OF BEGINNING; THENCE S89° 27' 43"W, 99.99 FEET; THENCE N00° 32' 17"W, 75.00 FEET; THENCE N 89° 27' 43"E, 75.00 FEET; THENCE S00° 32' 17"E, 75.00 FEET; THENCE S89° 27' 43"W, 39.01 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 5,625 SQUARE FEET OR 0.1291 ACRES AND IS SUBJECT TO ANY AND ALL EASEMENTS OR AGREEMENTS, RECORDED OR UNRECORDED.

PROPOSED 30' WIDE UTILITY AND ACCESS EASEMENT DESCRIPTION

A PART OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ AND A PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 13 NORTH, RANGE 6 EAST, IN THE CITY OF WISCONSIN DELLS, SAUK COUNTY, WISCONSIN, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ¼ CORNER OF SAID SECTION 5; THENCE N00° 32' 17"W, 1,06.78 FEET; THENCE N89° 27' 43"E, 39.01 FEET; THENCE N00° 32' 17"W, 37.50 FEET TO THE POINT OF BEGINNING; THENCE N 89° 27' 43"E, 25.00 FEET; THENCE S00° 32' 17"E, 70.00 FEET; THENCE N89° 27' 43"E, 149.99 FEET TO THE POINT OF TERMINATION AT THE SOUTHWEST LINE OF OLD USH-12/16. SAID CENTERLINE CONTAINS 244.99 LINEAR FEET, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS OR AGREEMENTS, RECORDED OR UNRECORDED.

SURVEYORS NOTES:

1) AN ATTEMPT WAS MADE TO LOCATE ALL PROPERTY CORNERS AND MONUMENTS. WHERE NO MONUMENTS WERE FOUND, THE PROPERTY LINE WAS DRAWN BASED ON RECORDED AND/OR FIELD DOCUMENTS SINCE TO BE USED AS CONSTRUCTION DRAWINGS.
2) THE LOCATIONS OF UNDERGROUND UTILITIES WAS DETERMINED BY FIELD OBSERVATIONS AND VISIBLE MARKINGS ONLY AT TIME OF SURVEY.
3) THE PURPOSE OF THIS SURVEY IS TO ESTABLISH AND DESCRIBE A LEASE PARCEL AND ASSOCIATED EASEMENTS. THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL.
4) PARENT PARCEL DESCRIPTION FROM RECORDED AND/OR FIELD DOCUMENTS.
5) THIS MAP WAS PREPARED WITHOUT THE AID OF A TITLE COMMITMENT. REFER TO A CURRENT TITLE COMMITMENT FOR ANY EXISTING LIENS AND EASEMENTS NOT SHOWN ON THIS MAP.

R&A NUMBER: 2014S-117

at&t

GoodmanNetworks

RAMAKER & ASSOCIATES, INC.
1120 Dallas Street, Sauk City, WI 53583
Phone: 608-643-4100 Fax: 608-643-7999
www.Ramaker.com

27881

I hereby certify that this Survey Document was prepared and the related Survey Work was performed by me or under my direct personal supervision and is true and correct to the best of my knowledge and belief.
Licensed Land Surveyor in the State of Wisconsin

WISCONSIN TOMÁS A. TORO-SANTOS 3034-8 LAND SURVEYOR

Tomas A. Toro-Santos 11/24/14
License Number 3034-8

WI0487
FA # 13034260
SELF STORAGE
OUTDOOR
SITE SURVEY

0 25' 50 100
11" x 17" 1" = 50'
22" x 34" 1" = 25'

1 OF 1

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	49832
Application number	

1. Applicant information

Applicant name	**Cookie LLC / Cingular Wireless (AT&T)**
Street address	**1120 Dallas Street**
City	**Sauk City**
State and zip code	**Wisconsin 53583**
Daytime telephone number	**(608) 644 2276 (Ramaker – Josh Furnald)**
Fax number, if any	**(608) 643-7999**
E-mail, if any	**jfurnald@ramaker.com**

2. Subject property information

Street address	919 HWY H, Wisconsin Dells, Wisconsin
Parcel number	291-0049-00000
Current zoning classification(s)	Commercial Highway
Describe the current use	Cookie LLC – public rental of min-warehouse spaces

3. Proposed use. Describe the proposed use.

Cell tower - Addition of 150' monopole for telecommunication equipment and 65' x 65' ground compound with one equipment shelter and room for 4 shelters total.

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

This site will not have an active, human presence. Approximately once a month workers will enter the site to tune the telecom equipment

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.

The tower is unlit, per FAA standards. The ground compound will have climate control units which do not exceed the standard decibel level for a similar unit in a residential setting. The ground compound will have a diesel, outdoor generator as pictured in construction drawing detail G-1. This generator will only be utilized during power outages.

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

Economic Development – population will rise with grow expected for systems analysts, computer support specialists, and other technologically dependent job. Wireless broadband helps this growth.

Tourism – AT&T is heavily utilized by tourists from Illinois who visit the Dells every summer. This coverage will assist these tourists. Similarly, companies like Apple are developing mobile payment systems which will rely on this technology

Safety – Cell towers are used for 911 calls and locating individuals in emergency situations

Communication – this tower will improve service for AT&T users immediately and has room for 4 carriers in total. If and other carriers collocate at the mobile service facility, this will further improve broadband and cell coverage.

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

This monopole is certified by the manufacturer to fall short of the roadway in the event of a catastrophic engineering failure.

See attached Certification Letter form Sabre Industries

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

The property is currently zoned commercial and is utilized as a mini-warehouse or storage area. The placement of a mini-warehouse/storage area and a telecommunications facility on the same parcel is a suitable and conforming use of a single parcel.

d. Effects of the proposed use on the natural environment

This site will minimally impact the environment. See attached photo simulations

e. Effects of the proposed use on surrounding properties, including operational considerations relating to hours of operation and creation of potential nuisances

As noted above, personnel visiting the site is minimal, and post construction there will be minimal noise . The tower itself is 150' tall, and accurately depicted in the photo simulations attached.

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

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

This proposed use should not impact the normal and orderly development or improvement of the surrounding property. Nonetheless, Ramaker & Associates, per the Landlord's request, has sent a notice packet to the two adjacent landlords with contact information.

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

The proposed use meshes neatly with the city's financial ability to provide public services because cellular and wifi broadband will increase for the citizens with no cost to the city.

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".

See Attached construction drawings

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.
- Costs are limited to $3,000 dollars for the construction of a communication facility in Wisconsin Per Act 20 – 2013.

Joshua Funnell	2/19/2015
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

ITEM 12

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 March 4, 2015 meeting;

To APPROVE the Site Plan Application submitted by Cookie LLC/Cingular Wireless (AT&T) for the construction of an Unconcealed Telecommunication facility on Sauk County Parcel No. 291-0049-0000 with the contingencies listed in the Staff Report.

_____
Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: _____ayes _____ nays
Date Introduced: March 23, 2015
Date Passed:
Date Published:

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	**Cookie LLC / Cingular Wireless (AT&T)**
Street address	**1120 Dallas Street**
City	**Sauk City**
State and zip code	**Wisconsin 53583**
Daytime telephone number	**(608) 644 2276 (Ramaker – Josh Furnald)**
Fax number, if any	**(608) 643-7999**
E-mail, if any	**jfurnald@ramaker.com**

2. Subject property information

Street address	919 HWY H, Wisconsin Dells, Wisconsin	
Parcel number	291-0049-00000	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 Highway	
Describe the current use	Cookie LLC – public rental of min-warehouse spaces	

3. Proposed use. Describe the proposed use.

Cell tower - Addition of 150' monopole for telecommunication equipment and 65' x 65' ground compound with one equipment shelter and room for 4 shelters total.

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

This site will not have an active, human presence. Approximately once a month workers will enter the site to tune the telecom equipment

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 will have minimal human presence with climate control units to maintain the temperature. The on-site generator is only used during power outages or started approximately once a month for a brief period as part of the maintenance cycle. The tower does not require lighting per the FAA. Electromagnetic radiation is in radio frequency spectrum and deemed safe by the FCC and American Cancer Society. Electromagnetic radiation in the RF spectrum does not damage human cells.

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

Economic Development – population will rise with grow expected for systems analysts, computer support specialists, and other technologically dependent job. Wireless broadband helps this growth.
Tourism – AT&T is heavily utilized by tourists from Illinois who visit the Dells every summer. This coverage will assist these tourists. Similarly, companies like Apple are developing mobile payment systems which will rely on this technology
Safety – Cell towers are used for 911 calls and locating individuals in emergency situations
Communication – this tower will improve service for AT&T users immediately and has room for 4 carriers in total. If and other carriers collocate at the mobile service facility, this will further improve broadband and cell coverage.

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

This monopole is certified by the manufacturer to fall short of the roadway in the event of a catastrophic engineering failure.

See attached Certification Letter form Sabre Industries

c. Effects of the project on the natural environment

This project will have almost no effect on the natural environment after construction is completed

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

e. The overall appearance of the project

f. If the project is a multi-family real estate development (more than 3 dwelling units), does the project meet the following standards: **(NOT APPLICABLE)**

1. All setback areas fronting on or visible from an adjacent public street, and all recreation, leisure and open space areas shall be landscaped in accordance with the project plan. Decorative design elements, such as fountains, pools, benches, sculpture, planters, exterior recreational facilities and similar elements may be permitted, providing such elements are incorporated as part of the landscaping plan; and, permanent and automatic irrigation facilities are provided in all planted landscaped area.

(NOT APPLICABLE)

2. Minimum open space is thirty (30%) percent of the net area being developed. The net area shall exclude dedicated or proposed-dedicated public rights-of-way.

(NOT APPLICABLE)

3. Common open space areas are designed and located within the project to afford use by all residents of the project. These common areas may include, but are not limited to: game courts or rooms, swimming pools, garden roofs, sauna baths, putting greens, or play lots.

(NOT APPLICABLE)

4. Active recreation and leisure areas, except those located completely within a structure, used to meet the open space requirement, shall not e located within fifteen (15) feet of any door or window of a dwelling unit.

(NOT APPLICABLE)

5. Private waterways, including pools, streams and fountains, may be used to satisfy not more than fifty (50%) percent of the required open space.

(NOT APPLICABLE)

6. Trash collection areas shall be provided within two hundred and fifty (250') feet of the units they are designed to serve. Such areas shall be enclosed within a building or screened with masonry walls having a minimum height of five feet. Access gates or doors to any trash area, not enclosed within a building, are to be of opaque material.

(NOT APPLICABLE)

SITE PLAN 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.

Applicant Signature Joshua Furrell	Date 2/23/2015

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.

SITE PLAN APPLICATION
Wisconsin Dells, Wisconsin
Version: May 21, 2007

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.

Joshua Frank	2/23/2015
Applicant Signature	Date

SITE PLAN APPLICATION
Wisconsin Dells, Wisconsin
Version: May 21, 2007

Site Plan Check List

Project Information	Included ? Yes / No
Project name (e.g., business name, subdivision name)	Y / N
Applicant name	Y / N
Preparation date	Y / N
Survey Information	
North arrow and graphic scale	Y / N
Address of subject parcel or legal description	Y / N
Property boundaries	Y / N
Acreage of subject parcel	Y / N
Project Development Information	
Easements/rights-of-ways (location, width, purpose, ownership)	Y / N
Common areas/conservancy areas (location, purpose, ownership)	Y / N
Setting	
Property boundaries within 50' of the subject parcel	Y / N
Land uses within 50' of the subject parcel	Y / N
Zoning district boundaries within 50' of the subject parcel	Y / N
Municipal boundaries within 50' of the subject parcel	Y / N
Site Features (Existing and Proposed)	
Ground contours when any slope exceeds 10 percent	Y / N
Wetlands	Y / N
Woodlands	Y / N
Wildlife habitat, including critical wildlife habitat	Y / N
Environmentally sensitive features	Y / N
Water resources (rivers, ponds, etc.)	Y / N
Floodplain boundaries	Y / N
Environmental and man-made hazards including brownfields, contaminated sites, unstable soils, high groundwater, bedrock, high-pressure natural gas lines, and others as appropriate	Y / N
Fences, buffers, and berms	Y / N
Pervious and impervious surfaces by type	Y / N
Site amenities (benches, fountains, etc.)	Y / N
Existing trees and other prominent vegetation	Y / N
Trees / shrubs to be planted, including a plant list and specs.	Y / N
Trees / shrubs to be retained	Y / N
Outdoor Lighting (Existing and Proposed)	
Location	Y / N
Fixture specifications	Y / N
Utilities (Existing and Proposed)	
Location	Y / N
Type (sewer, telephone, etc.) (buried or overhead, if applicable)	Y / N
Stormwater Facilities (Existing and Proposed)	
Location	Y / N
Specifications for each facility	Y / N
Solid Waste Collection	
Location	Y / N
Enclosed	Y / N

Transportation Facilities (Existing and Proposed)	Included ? Yes / No
Streets	Y / N
Driveways and road access onto public and private roads	Y / N
Sidewalks / trails	Y / N
Clear visibility triangles (location and dimensions)	Y / N
Buildings / Structures (footprint, use, etc.)	
Existing and proposed within subject parcel	Y / N
Existing within 50' of subject parcel	Y / N
Signs (Existing and Proposed)	
Location	Y / N
Specifications for each sign including type, height, dimensions, lighting, and other factors considered during the	Y / N
Parking	
Number of stalls	Y / N
Dimensions of stalls	Y / N

AUTHORIZATION

COOKIE, LLC is working with AT&T with regard to a communication facility being placed on its property. I, Jim Nelson, on behalf of COOKIE, LLC, hereby authorize Ramaker & Associates to move forward with any necessary action to obtain the CUP for this project.

Dated: 2/18/15

COOKIE, LLC

James Nelson

James Nelson, Member

ITEM 13

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 March 4, 2015 meeting;

To APPROVE the Site Plan Application submitted by Pellitteri Waste Systems for the construction of a solid waste transfer station on Sauk County Parcel No. 291-0012-02000 with the contingencies listed in the Staff Report.

_____
Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: _____ayes _____ nays
Date Introduced: March 23, 2015
Date Passed:
Date Published:

Site Plan Permit
Pellitteri Waste Systems
Staff Report for Plan Commission, 3/04/2015

The City of Wisconsin Dells has received a Site Plan Application Pellitteri Waste Systems to construct a Solid Waste Transfer Station on Sauk Co, City of Wis. Dells Tax Parcel 291-0012-02000. This parcel is Zoned I-1 Industrial, and the City of Wis. Dells Zoning Ordinance specifically allows land use 16.3 Solid Waste Transfer Station as a permitted use by right. Therefore, there is no approval required by the City for this land use. However, every new commercial building project must obtain a Site Plan Permit, which is what is being considered.

This site is the location of Big Joe's manufacturing, which is now owned by Big Lift Real Estate LLC. With an existing industrial use on the site, the property is zoned Industrial. This property consists of approximately 21 acres; the applicant has proposed to purchase the westerly 7.22 acres from Big Lift for their Solid Waste Transfer Station. This area is mostly wooded, and the site will retain a perimeter or trees as a landscaping buffer. The construction site will be a total of approximately 2.75 acres, comprised of an approximately 8000 sq ft building, approximately 46,000 sq ft of pavement, and approximately 18,000 sq ft of graded gravel.

The building will enclose the entirety of the solid waste handling process, and be fully enclosed with two large garage doors that will allow the route trucks to unload the solid waste, which is immediately compacted and loaded onto transfer semi-trailers to be taken to the Dane County Landfill. Waste will spend no more than 24 hrs in the building. There will also be a modular office, with bathrooms, attached to the building. If this Site plan is approved, and Pellitteri moves forward with this project, they will submit a Plan of Operations to the DNR for approval. This plan will be substantively identical to the plan submitted for their Madison station, and Pellitteri will be held to those commitments, particularly those that will minimize the risk of nuisances to surrounding properties. These commitments include: periodic wash downs of the facility floors and impacted areas, clearing and emptying of tipping area at least once each day, periodic washing and disinfecting, regular inspection for rodents, insects, and birds with additional cleanings if required, installation of perimeter fence to control windblown trash, and daily site and area inspections for windblown trash. It is also noted, that if odorous conditions arise, a water vapor / misting system can be used as the transport system for an odor neutralization system. This water vapor / misting system may be a permanent mount type or portable. If needed, an odor neutralizer can be dispensed along with the water to chemically react with the odor-causing particles and eliminate the odors. A simple by-pass valve can be actuated to control the flow of the odor neutralized on an as-needed basis. The odor neutralizer would be non-toxic to protect the safety of the employees and the public. The building should be equipped with adequate ventilation equipment to provide six air changes per hour. Fans can be located along the compactor wall to provide a sweep of air across the tipping floor.

The site will include the weigh station for trucks entering the facility, and a public drop station that will give the public on option to dispose of waste that cannot be discarded into standard City served dumpsters (mattresses, couches, ect.) As stated above, the site will be surrounded by a chain link fence, and existing trees. The site will utilize directional parking lights, to minimize and light bleed from the property.

One concern with this project is the impact on Commercial Ave. The applicant has stated that their vehicles will not use Stand Rock Road to access the facility, they will travel north on STH 12, then get onto CTH A to the west end of Commercial Ave. They will then travel over ½ of Commercial Ave. to access the proposed facility. It would seem prudent to ask that Pellitteri cooperate with the City if there trucks have a significant impact on Commercial Ave. It is noted that the City has zoned this area Industrial, and therefore promoted utilizing this road for heavy vehicles.

The City Zoning code places the following standards on land use 19.727 Solid Waste Transfer Station: "A solid waste transfer station shall not be located within 600 feet of a residential zoning district, mixed-use zoning district, educational facility, worship facility, or any other place where the public congregates."

There is a residential zoning district to the west of this site. Pellitteri has been careful to ensure that the Solid Waste Transfer Station will be located greater than 600 feet from the Residential Zoning boundary. There are six other Commercial uses within 600 ft of this facility, with three of those being inside the City limits and three being in the Town of Delton. Two that are in the City limits are Big Joe's manufacturing facility and a closed commercial building and lot that are used as excess off-site storage for another Dells business. One of the other Commercial in the Town is also a closed commercial building and lot that is used for excess off-site storage for yet another Dells business. Another commercial use within 600 feet of the site, is a log furniture manufacturing facility that is outside the City limits. The other two uses, one inside the City and one in the Town, are the KOA campground in the Town to the north and the Sherwood Forest Campground in the City to the south. These uses would seem to be the most susceptible to nuisances by the proposed Solid Waste Facility, particularly noise and odor. Based on the plan of operations and the observations made during a visit to the Madison facility, the applicant runs a very quality operation. Inquiries were made to a DNR representative who is involved in the permitting of the Madison site and they also stated that the applicant runs a very quality operation. The DNR went on to state that if all Solid Waste Transfer Stations were run in the manner that Pellitteri runs their Station, there would be no problem with these facilities. The DNR representative noted that the only complaint they received was a couple of complaints about odors from the single family site that is less than 300 feet from one of the Station garage doors. The report seemed to indicate the problem only occurred in the early part of the day when the station fans were turned on. In my discussion with the DNR is was clear that the DNR views Pellitteri's site as the gold standard for waste handling, and is in no way pursuing any action against Pellitteri. Pellitteri has strongly maintained their desire to be an asset to the community and their commitment to addressing any concerns that may arise.

The campsites are approximately twice as far away, and buffered from this site with significant vegetation and other properties, and proper conformance to the plan of operations should mitigate nuisance concerns. However, approval of this Site plan should carry the condition that the applicant cooperates with the City to address any nuisances to neighboring properties that may arise.

For evaluating all Site plan applications, the City of Wisconsin Dells zoning code states:

19.393 Basis of decision

The plan commission in making its decision shall, at a minimum, consider the following factors:

(a) consistency of the project with the city's comprehensive plan and neighborhood plan or other subarea plan, if any

(b) effects of the project on traffic safety and efficiency and pedestrian circulation, both on-site and off-site

(c) effects of the project on the natural environment

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

(e) the overall appearance of the project

My response to these issues is:

(a) As an industrial use in an industrial zone, this project is consistent with the existing plans for this area

(b) This project should have minimal impact on the traffic flow in this area, but the heavy use of this road may accelerate the deterioration of the roadway.

(c) As a vacant, wooded lot, this project will remove a significant amount of trees. However, this project intends to leave as many trees as possible. There is sufficient land on this property to adequately control storm water.

(d) This project has the potential to create noise and odor nuisances to surrounding properties. However, strict conformance with the plan of operations should minimize this potential. The plan of operations also provides future options to address any odor nuisance that may arise.
(e) Based on the plan and existing sites the applicant runs, this overall appearance of this project should be equivalent or better than the appearance of the surrounding properties.

As this many projects, the management of this site is likely one of the most important factors in the success of the proposed Site plan. Pellitteri has demonstrated a high level of commitment to managing their facilities at the highest level. It seems likely that with all the Solid Waste handling occurring entirely inside the building with proper ventilation, the proposed facility would be acceptable if properly run. If solid waste is in and out of this facility in 24 hours, and the site is regularly cleaned and sanitized, this facility would appear acceptable. It appears to me that the main concerns with this plan are:

1. The potential for odor
2. The consequences of a future decline in the quality of management.

The odor concern could be addressed with additional odor control measures that could be installed if/when required. The roadway concern could be addressed by Pellitteri agreeing to participate in future road maintanence that are required to accommodate their use. This would include participating in the extra costs involve in overbuilding Commercial Ave. to accommodate heavy truck traffic.

It seems unlikely that Pellitteri will alter the quality of their management of this site; however, there is always the possibility of Pellitteri ceasing to operate this site at some point in the future, perhaps due to unforeseeable circumstances. It seems reasonable for the City to require any future operator of the site to re-apply for a permit with the City, so that both parties can be clear on the expectations for the operation of this facility.

Therefore, any approval of this Site plan application should contain the following contingencies.

1. The applicant submits and follows a Plan of Operations that, in the judgment of the City, is substantively equivalent to the Kipp St. facility Plan of Operations.
2. The applicant agrees that any future owner/operator of the site formally confirm to the City their commitment to a high level of quality management of the site.
3. Any owner/operator of the site cooperates with the City to address any nuisances to surrounding properties.

Chris Tollaksen
Wis. Dells Planning & Zoning

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	$300
Receipt number	49050
Application number	2-2015

1. Applicant information

Applicant name	**Pellitteri Waste Systems**
Street address	**7035 Raywood Rd**
City	**Madison**
State and zip code	**WI 53713**
Daytime telephone number	**608-257-4285**
Fax number, if any	
E-mail, if any	

2. Subject property information

Street address	10786 Commercial Ave E	
Existing Parcel number	A part of 291-0012-02000 City of Wisconsin Dells	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)	Industrial	
Describe the current use	Vacant parcel	

3. Proposed use. Describe the proposed use.

Waste transfer station, offices, scale and scale house and truck parking.

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

Hours of operation are 24 -7. Increased truck travel.

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.

Truck traffic on Commercial Ave E. Odor associated with waste. No toxic, noxious or hazardous materials to be handled on site (except for annual clean sweep program).

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

Project is zoned industrial and located in a industrial area

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

See site plan for on site traffic patterns. Approx. 20-30 trucks visiting the site per day.

c. Effects of the project on the natural environment

All waste to be transferred off site. The floor in the proposed building is sloped so that all liquids remain inside the building.

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

Site will be surrounded by mature evergreens. Affect on neighboring properties should be minimal.

e. The overall appearance of the project

The building will be a pre engineered metal building with potentially three complimentary colors.

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

1. All setback areas fronting on or visible from an adjacent public street, and all recreation, leisure and open space areas shall be landscaped in accordance with the project plan. Decorative design elements, such as fountains, pools, benches, sculpture, planters, exterior recreational facilities and similar elements may be permitted, providing such elements are incorporated as part of the landscaping plan; and, permanent and automatic irrigation facilities are provided in all planted landscaped area.

N/A

2. Minimum open space is thirty (30%) percent of the net area being developed. The net area shall exclude dedicated or proposed-dedicated public rights-of-way.

N/A

3. Common open space areas are designed and located within the project to afford use by all residents of the project. These common areas may include, but are not limited to: game courts or rooms, swimming pools, garden roofs, sauna baths, putting greens, or play lots.

N/A

4. Active recreation and leisure areas, except those located completely within a structure, used to meet the open space requirement, shall not e located within fifteen (15) feet of any door or window of a dwelling unit.

N/A

5. Private waterways, including pools, streams and fountains, may be used to satisfy not more than fifty (50%) percent of the required open space.

N/A

6. Trash collection areas shall be provided within two hundred and fifty (250') feet of the units they are designed to serve. Such areas shall be enclosed within a building or screened with masonry walls having a minimum height of five feet. Access gates or doors to any trash area, not enclosed within a building, are to be of opaque material.

N/A

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.

	2/18/15
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.

SITE PLAN APPLICATION
Wisconsin Dells, Wisconsin
Version: May 21, 2007

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.

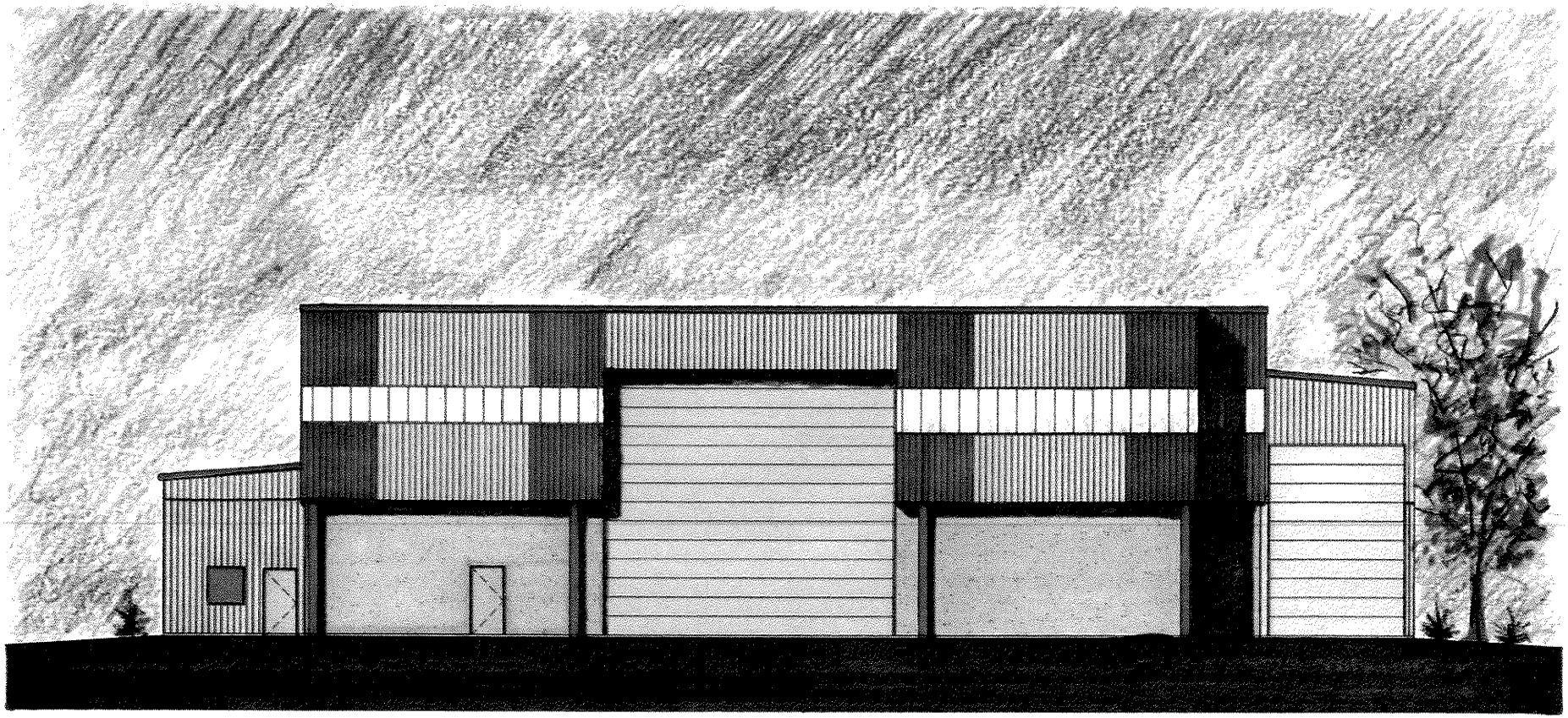
	2/18/15
Applicant Signature	Date

SITE PLAN APPLICATION
Wisconsin Dells, Wisconsin
Version: May 21, 2007

Site Plan Check List

Project Information	Included ? Yes / No
Project name (e.g., business name, subdivision name)	Y / N
Applicant name	Y / N
Preparation date	Y / N
Survey Information	
North arrow and graphic scale	Y / N
Address of subject parcel or legal description	Y / N
Property boundaries	Y / N
Acreage of subject parcel	Y / N
Project Development Information	
Easements/rights-of-ways (location, width, purpose, ownership)	Y / N
Common areas/conservancy areas (location, purpose, ownership)	Y / N
Setting	
Property boundaries within 50' of the subject parcel	Y / N
Land uses within 50' of the subject parcel	Y / N
Zoning district boundaries within 50' of the subject parcel	Y / N
Municipal boundaries within 50' of the subject parcel	Y / N
Site Features (Existing and Proposed)	
Ground contours when any slope exceeds 10 percent	Y / N
Wetlands	Y / N
Woodlands	Y / N
Wildlife habitat, including critical wildlife habitat	Y / N
Environmentally sensitive features	Y / N
Water resources (rivers, ponds, etc.)	Y / N
Floodplain boundaries	Y / N
Environmental and man-made hazards including brownfields, contaminated sites, unstable soils, high groundwater, bedrock, high-pressure natural gas lines, and others as appropriate	Y / N
Fences, buffers, and berms	Y / N
Pervious and impervious surfaces by type	Y / N
Site amenities (benches, fountains, etc.)	Y / N
Existing trees and other prominent vegetation	Y / N
Trees / shrubs to be planted, including a plant list and specs.	Y / N
Trees / shrubs to be retained	Y / N
Outdoor Lighting (Existing and Proposed)	
Location	Y / N
Fixture specifications	Y / N
Utilities (Existing and Proposed)	
Location	Y / N
Type (sewer, telephone, etc.) (buried or overhead, if applicable)	Y / N
Stormwater Facilities (Existing and Proposed)	
Location	Y / N
Specifications for each facility	Y / N
Solid Waste Collection	
Location	Y / N
Enclosed	Y / N

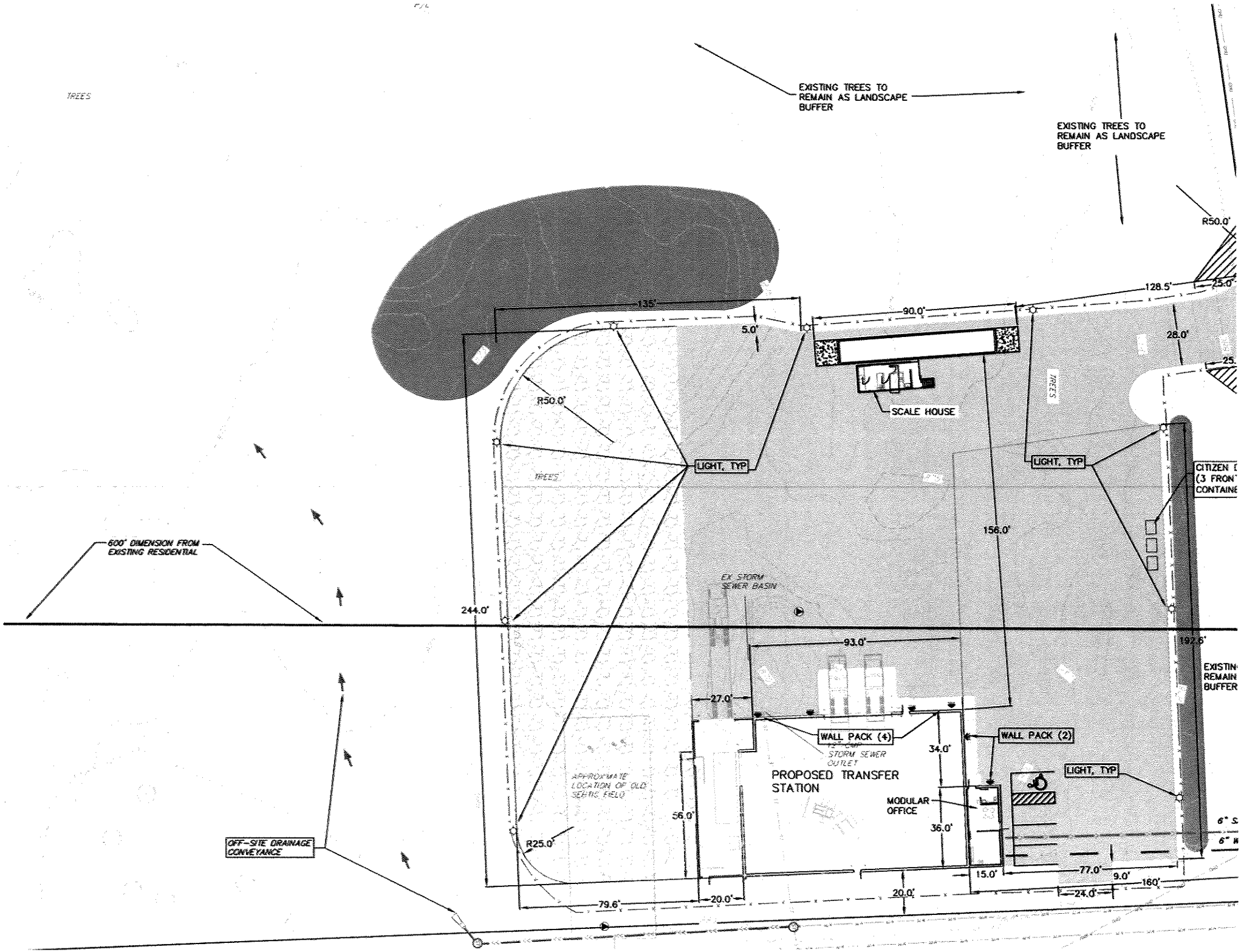
Transportation Facilities (Existing and Proposed)	Included ? Yes / No
Streets	Y / N
Driveways and road access onto public and private roads	Y / N
Sidewalks / trails	Y / N
Clear visibility triangles (location and dimensions)	Y / N
Buildings / Structures (footprint, use, etc.)	
Existing and proposed within subject parcel	Y / N
Existing within 50' of subject parcel	Y / N
Signs (Existing and Proposed)	
Location	Y / N
Specifications for each sign including type, height, dimensions, lighting, and other factors considered during the	Y / N
Parking	
Number of stalls	Y / N
Dimensions of stalls	Y / N



PARKING LOT SIDE
WEST EXTERIOR ELEVATION

3/32" = 1'-0" 12/11/2014 bourll design studio, llc

Proposed Material Recovery and Transfer Facility


EXISTING TREES TO REMAIN AS LANDSCAPE BUFFER
EXISTING TREES TO REMAIN AS LANDSCAPE BUFFER
TREES
R50.0'
128.5'
25.0'
135'
90.0'
5.0'
26.0'
SCALE HOUSE
TREES
R50.0'
LIGHT, TYP
LIGHT, TYP
CITIZEN
(3 FRON
CONTAINE
600' DIMENSION FROM EXISTING RESIDENTIAL
156.0'
EX. STORM SEWER BASIN
244.0'
93.0'
192.6'
EXISTIN
REMAIN
BUFFER
27.0'
WALL PACK (4)
WALL PACK (2)
34.0'
STORM SEWER OUTLET
LIGHT, TYP
PROPOSED TRANSFER STATION
APPROXIMATE LOCATION OF OLD SEPTIC FIELD
MODULAR OFFICE
56.0'
36.0'
OFF-SITE DRAINAGE CONVEYANCE
R25.0'
15.0'
77.0'
9.0'
160'
24.0'
79.6'
20.0'
20.0'

ITEM 14

RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the City Plan Commission from their March 4, 2015 meeting;

To APPROVE the Certified Survey Map submitted by Vierbicher Associates splitting Sauk County Tax Parcel 291-0012-00000.

_____
Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

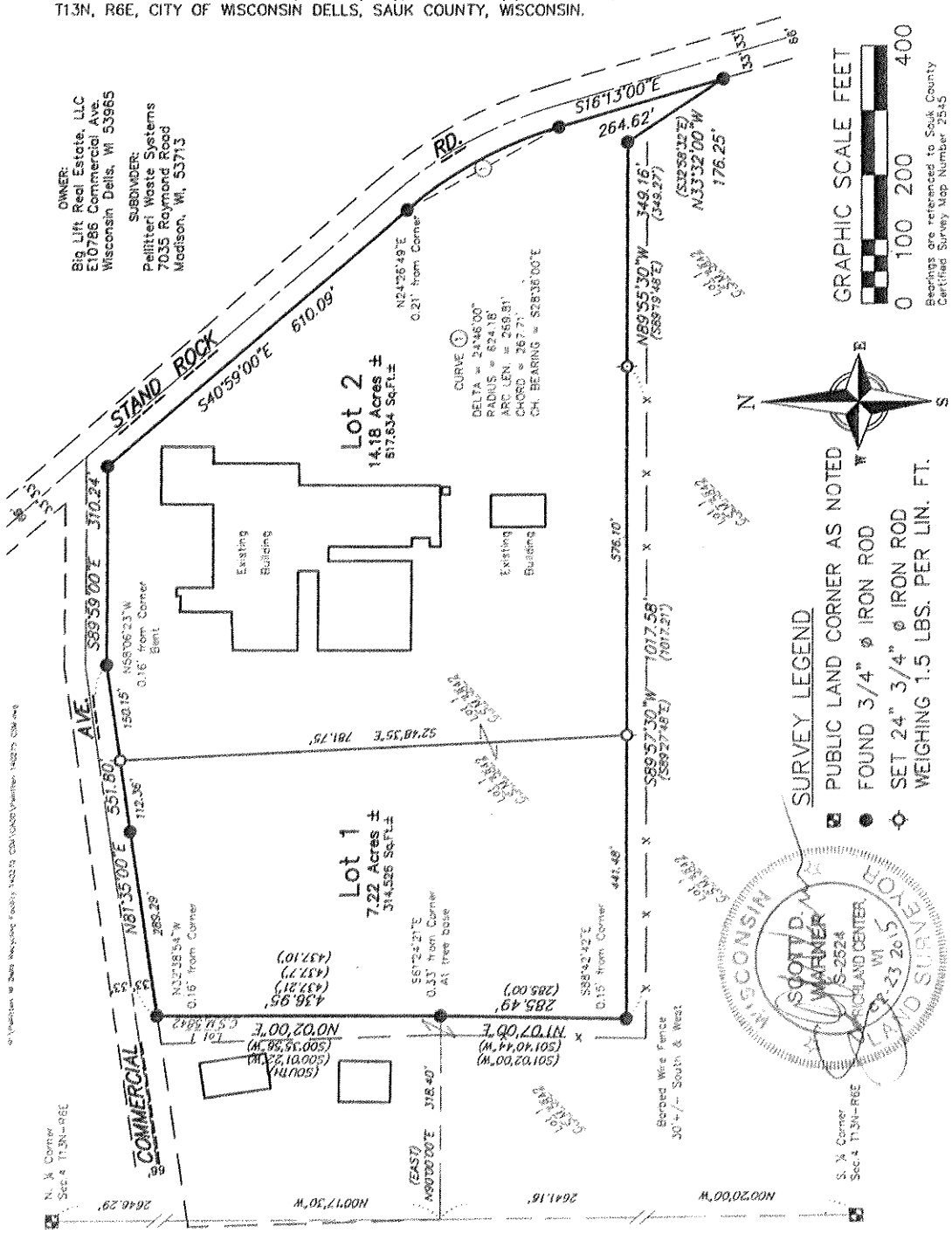
Vote: _____ayes _____ nays
Date Introduced: March 23, 2015
Date Passed:
Date Published:

vierbicher
planners | engineers | advisors

REEDSBURG - MADISON - PRAIRIE DU CHIEN
400 Viking Drive P.O. 379, Reedsburg, Wisconsin 53959
Phone: (608) 524-6488 Fax: (608) 524-8218

CERTIFIED SURVEY MAP NO. _____

LOCATED IN GOVERNMENT LOTS 2, AND 3, SE¼ OF THE SE¼, SECTION 4, T13N, R6E, CITY OF WISCONSIN DELLS, SAUK COUNTY, WISCONSIN.



 THIS INSTRUMENT DRAFTED BY S. WARNER FEB. 8, 2015

CERTIFIED SURVEY MAP NUMBER _____

LOCATED IN GOVERNMENT LOTS 2, AND 3, SE¼ OF THE SE¼, SECTION 4,
T13N, R6E, CITY OF WISCONSIN DELLS, SAUK COUNTY, WISCONSIN.

PROFESSIONAL LAND SURVEYOR'S CERTIFICATE:

State of Wisconsin)
) SS
County of Sauk)

I, Scott D. Warner, a Wisconsin Professional Land Surveyor, hereby certify that I have surveyed, divided, and mapped all of Lot 1 of Certified Survey Map 2545, as recorded in the office of the Sauk County Register of Deeds, in Volume 11 of Certified Survey Maps, on pages 2545 and 2545A, located in Government Lots 2 and 3, SE¼ of the SE¼ of Section 4, Town 13 North,Range 6 East, City of Wisconsin Dells, Sauk County, Wisconsin.

I further certify that this Certified Survey Map is a correct representation of all of the exterior boundaries of the land surveyed and the division of the land;

That I have made such survey, land division, and map by the direction of Pellitteri Waste Systems;

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes, and the City of Wisconsin Dells Subdivision Control Ordinance in surveying and mapping the same.

Dated this 23rd day of February, 2015.

WISCONSIN
SCOTT D. WARNER
S-2524
RICHLAND CENTER, WI
LAND SURVEYOR

Scott D. Warner, PLS
Vierbicher Associates, Inc.
400 Viking Drive
Reedsburg, WI 53959

CITY OF WISCONSIN DELLS APPROVAL

Resolved, that this Certified Survey Map in the City of Wisconsin Dells be and hereby is approved in compliance with Chapter 236.34 of the Wisconsin Statutes and with the City of Wisconsin Dells Subdivision Control Ordinance.

Dated this _____ day of _____, 2015.

_____
Clerk / Treasurer, City of Wisconsin Dells Common Council

THIS INSTRUMENT DRAFTED BY S. WARNER

ITEM 15

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 March 4, 2015 meeting;

To APPROVE waiving the application fee for 2015 outdoor display permits.

_____
Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: _____ayes _____ nays
Date Introduced: March 23, 2015
Date Passed:
Date Published:

ITEM 16

RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the Public Works Committee from their March 9, 2015 meeting;

To APPROVE the use of holding tanks at the proposed annexed Southfork property for the period of one year, contingent upon verification of the status of the tanks.

_____
Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: _____ayes _____ nays
Date Introduced: March 23, 2015
Date Passed:
Date Published:

Chris Tollaksen

From: Wayne [wayne.518@hotmail.com]
Sent: Thursday, March 05, 2015 9:37 AM
To: Chris Tollaksen
Subject: Southfork annexation

To whom it may concern:

Southfork campground is annexing into the city of Wisconsin Dells and intends to hookup to city water & sewer. Southfork operated as a campground for a number of years using 4 holding tanks and would request permission to continue using these tanks during the initial develop. This would allow for a possible opening date of July 2015.
Thank you for consideration.

Respectfully,
Wayne, Rhonda & Kristin

Sent from my iPad

ITEM 17

RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the Public Works Committee from their March 9, 2015 meeting;

To APPROVE the low bid of $110,800 submitted by Lane Tank Co. for restoration work on water tower #2, located by Platt's Garage.

_____
Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: _____ayes _____ nays
Date Introduced: March 23, 2015
Date Passed:
Date Published:

Contractor	Proposal Costs	
Lane Tank Co., Inc.	$ 110,800.00	Recommendation
TMI Coatings, Inc.	$ 192,000.00	
Classic Protective Coatings	$ 437,950.00	
St. Germain Sandblasting	No Bid	

ITEM 18

RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the Public Works Committee from their March 9, 2015 meeting;

To APPROVE the Recycling Collection Contract with Pellitteri Waste Systems.

_____
Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: _____ayes _____ nays
Date Introduced: March 23, 2015
Date Passed:
Date Published:

CITY OF WISCONSIN DELLS

RECYCLING COLLECTION CONTRACT

PELLITTERI WASTE SYSTEMS, INC.

AGREEMENT

This Agreement made and entered into this March 5th, 2015, by and between the **City of Wisconsin Dells, Wisconsin**, hereinafter referred to as (the "City") and **Pellitteri Waste Systems, Inc.** hereinafter referred to as (the "Contractor.")

WITNESSETH THAT: In consideration of the premises and of the mutual promises, the parties hereto do mutually promise, covenant and agree as follows:

The Contractor hereby agrees to enter into a five (5) year Contract to furnish all labor, materials, and equipment called for in the "WISCONSIN DELLS RECYCLING COLLECTION CONTRACT" and shall perform all work necessary. By providing appropriate services as described in the accepted **Documents and Specifications (pg. 2-7)**, copy attached, which **Documents and Specifications (pg. 2-7)** are incorporated herein and made part of this Contract.

The Contractor acknowledges and agrees to having been fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the proper completion of this Contract, and that this information was secured by personal investigations.

The Contractor further agrees to begin work no later than April 1st, 2015 as outlined in the **Document and Specifications (pg. 2-7)** for this work and to continue service according to the **Document and Specifications (pg. 2-7)** for this work until March 31st, 2020. The Contractor agrees to fully comply with all federal and state laws and regulations and local ordinances of the City. In the event of termination of the Contract by the Contractor or by the City, the Contractor shall be entitled to receive payment only for the work actually performed.

The Contractor expressly warrants that no third party has been employed to solicit or obtain this Contract on Contractors behalf, or promised or agreed to pay to any third party.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals this ___ day of ___, 20__,

BY: _____ DATE: _____

Mayor/Authorized Officer

BY: _____ DATE: _____

Clerk

BY: _____ DATE: _____

Pellitteri Waste Systems, Inc.

David A. Pellitteri, Vice President

DOCUMENTS AND SPECIFICATIONS

The recycling waste collection services shall conform to all City ordinances regarding recyclables and the following specifications or better.

1. **COLLECTION VEHICLES** - Contractor is to furnish the necessary vehicles for the collection of recyclables in leak-proof vehicles provided with tops or coverings to guard against spillage, and shall conceal said contents from view; said vehicles to be kept covered or closed at all times except when being loaded or unloaded.

2. **DEFINITIONS**

   A. Whenever the term "Recyclables" is used in these specifications, it shall be construed as the following: reference Exhibit "A" for Commercial Recycling materials. Reference Exhibit "B" for Residential Recycling materials. These materials are subject to change due to change in market and/or Wisconsin State Recycling Laws.

3. **HOLIDAY SCHEDULE** - For the purpose of this Agreement, the following holidays shall be deemed official holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a normal collection day then services for that week will be delayed by one (1) day for the remainder of the week. The City shall provide, at no cost to the Contractor, specific timely published notice to affected residents/businesses of any exceptions or changes in regular collection schedule due to holiday.

   If emergency service is needed after hours or on a holiday the Contractor will bill the City for a minimum of three (3) hours plus any disposal fees associated with the service. Emergency services can only be requested by Public Works Director or their assignee.

4. **RESIDENTIAL COLLECTION TIMES** - No collections shall be made before 7:00 a.m. or after 7:00 p.m., on designated collection day.

5. **CLEANLINESS** - In the collection of recyclables, the Contractor and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, or private street, alley, or drive and agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. If an unsightly or unsanitary condition results from an action of the Contractor, the Contractor shall respond within four (4) hours of the receipt to the satisfaction of the City. All trucks will be equipped with a broom and pan.

6. **CUSTOMER SERVICE STANDARDS** - All complaints received by the Contractor or City before 12:00 p.m. shall be resolved by 6:00 p.m. on the day the complaint was received. All complaints received after 12:00 p.m. shall be resolved before noon the next day.

7. **CUSTOMER SERVICE CENTER** - The Contractor will operate and maintain a Customer Service Center with the following minimum standards 1) open between hours of 8:00 a.m. and 4:30 p.m. Monday through Friday, during such time, all calls will be answered by a Customer Service Representative; 2) during all other times, calls to the Customer Service Center will be received by an answering service or machine; 3) the Contractor will implement procedures approved by the City whereby complaints can be received via fax and email before the start of the Contract.

8. **PUBLICITY** - The Solid Waste Collection Contractor shall provide information promoting recycling and reduction of solid waste and adequate publicity to all residential dwelling units within the City as to the change-over of collection services prior to the initiation of said service. This publicity shall include, but not limited to, advertisement in local newspaper of general circulation; indicating the date of change-over, the day of collection, what items are collected and how they are to be stored, and the telephone number, and website of the Contractors office where questions can be handled as well as items and ways to recycle. Initially Contractor must provide a residential calendar and recycling guidelines to the customers through the City's utility billing mailing prior to April service. Such publicity shall be approved by the Public Works Department of the City prior to distribution and publication. The Contractor must provide annually at the end of November a residential calendar and recycling guidelines to the customers through the City's tax role mailing. This must also be approved by the City.

9. **INSURANCE** - In addition to workers compensation insurance for any compensated employee, the Contractor shall carry general public liability insurance and auto liability insurance with limits of not less than one million dollars ($1,000,000.00) for bodily injury including accidental death, to one person and not less than one million dollars ($1,000,000.00) for each accident. The Contractor also shall provide property damage insurance with limits of not less than five hundred thousand dollars ($500,000.00) for each accident. Before commencement of the term of this Contract, the Contractor shall provide the City with evidence of insurance consistent with the requirements specified above. The City of Wisconsin Dells shall be listed as co-insured party on general public liability policy. All insurance policies carried by the Contractor, required by conditions of the Contract shall bare an endorsement or shall have attached thereto a rider providing that in the event of cancelation of such policies for any reason whatsoever, the City shall be notified in writing by the carrier and the Contractor by mail at least fifteen (15) days prior to any such cancellation.

10. **INDEMNITY** - The Contractor shall indemnify and hold the City, its appointed, hired and/or elected officers, agents, employees and designees, free and harmless from any and all costs, damages, claims, losses or expenses which may be incurred on account of damages, deaths, or injuries arising out of or related to work being performed by the Contractor under terms of any Contract entered into with the City or on account of enforcing provisions of the Contract against the Contractor or its agents or employees, including, but not limited by enumeration, reasonable attorney fees and court costs incurred by the City in defending against any claim or enforcing this provision.

11. **LAWS** - The Contractor will be required to obtain all licenses and permits and comply with all ordinances provided in City Code of Ordinances to the extent that they are not inconsistent with the provisions of the Contract and specifications. The Contractor shall at all times comply with any rules and regulations issued by the State of Wisconsin, and supply copies of all licenses held to the City upon request.

12. **VOLUME REPORT** - During the month of January each year, the Contractor shall issue a volume report to the City stating the volume of recyclables collected during the previous year in tons for both residential and commercial recycling, as well as maintaining an "open-book" policy of receipts and proof of "downstream" path for the recyclables.

13. **FORCE MAJEURE** - Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder due contingencies beyond its reasonable control

including, but not limited to, a Change in Law, strikes, riots, terrorism, war, fire or acts of God ("force majeure event"). If either part experiences a majeure event, it shall provide reasonably prompt notice to the other party, and keep the performance hereunder.

14. **FREQUENCY OF COMPENSATION** - The City shall pay Contractor on a monthly basis for the services provided by the Contractor with any differences for extra services, increase in containers, and/or tonnage trued-up will be billed to and paid for by the City at the end of the calendar year. Should any extra services be deemed necessary per the direction of the Public Works Director or said office then such fees will be trued-up at the end of the calendar year. Payments shall be made by City within thirty (30) days after the receipt of invoice from Contractor.

15. **CHARGABLE UNITS** - The number of chargeable units shall be determined by the City and the City compensation adjusted accordingly.

16. **PROCEEDS** - The proceeds from sale of all recyclables collected within the City under the terms of this contact shall be the Contractors.

17. **ADJUSTMENTS** –

1) The Contractor reserves the right to petition the City to pass-through increases in governmental tax, surcharge or other fees applicable to the services and equipment to be provided under this Agreement. Contractor may petition the City to pass-through other increases in the cost of providing services and equipment to the City, City reserves the right to deny such petitions.

FUEL REBATE/SURCHARGE

The City shall receive a fuel rebate of $10.00 per service day for each $.25 below $3.00 per gallon for diesel fuel. Should the cost of diesel fuel exceed $4.50 per gallon the Contractor shall initiate a fuel surcharge of $10.00 per service day for each $.25 over $4.50 per gallon. The fuel surcharge is based on cost increase analyses of the national average price of diesel fuel as reported weekly by the Energy Information Administration of the U.S. Department of Energy ("EIA/DOE") in its Weekly Retail On-Highway Diesel Price Index. You may view this information at www.eia.doe.gov.

$2.50 to $2.74 = $20.00 Rebate per service day

$2.75 to $2.99 = $10.00 Rebate per service day

$3.00 to $4.49 = N/A

$4.50 to $4.74 = $10.00 Surcharge per service day

$4.75 to $4.99 = $20.00 Surcharge per service day

$5.00 to $5.24 = $30.00 Surcharge per service day

18. **TYPE OF CONTRACT** - The parties may agree to extend the Contract prior to the expiration date.

19. **REQUESTED SERVICES TO BE PROVIDED** - The Contractor shall have the responsibility to collect, haul, and properly dispose of all residential recyclable material between 7:00 a.m. and

7:00 p.m. Commercial Business container collection will start no sooner than 3:00 a.m. These materials will be collected in properly identified trucks. ("Properly identified trucks" means the name, addresses, and phone number of the Contractor and designated type of material being collected must be displayed on the vehicle.) All these services, vehicles, equipment, and collected materials, as described below, are to comply with Wisconsin Solid Waste Law and local City and County regulations.

1) **AUTOMATED RESIDENTIAL CARTS** – The City will pay a base rate for automated recycling collection, based upon the collection of one 95-gallon recycling cart per dwelling (including condominiums) within the corporate limits of Wisconsin Dells (Appendix "A"). Residents will have the option to choose a 35, 65, or 95-gallon cart for recycling.

The Contractor will be responsible for the distribution of carts to all dwellings in the City. The Contractor shall deliver requested size containers to all dwellings. The Contractor shall deliver requested size carts to all dwellings that returned the cart order form. If no cart order form was received Contractor shall deliver 95-gallon carts to those dwellings. The City will address, stamp, and mail the cart order forms so that the City is assured every household has an opportunity to order the correct size cart up front and with no extra fees. Contractor will provide a self-addressed envelope in the mailer and collect the responses. The cart order form needs to be mailed to Pellitteri with any requests by the date on the mailer. Any resident that requests a different sized cart after the date on the mailer, will be charged a $25.00 cart swap-out fee and receive the requested size cart. This fee will be waived if residents bring their carts to the corporate office during normal business hours.

The cart should be returned to the Contractor in the same condition as the date of distribution, with reasonable wear and tear. The Contractor will replace any cart damaged through service at no cost. The resident will be responsible for any cart not damaged by the Contractor.

4) **RESIDENTIAL RECYCLING CURB COLLECTION** - There shall be bi-weekly collection of recycling from the curb (or alley where necessary) of the premises. The resident is required to place their cart in an accessible curbside position (within two (2) feet of the street not behind or within two (2) feet of parked cars, mail boxes, or other obstructions) before 7:00 a.m. on their collection day. If no recycling cart is curbside on scheduled service day, when the Contractor arrives for pickup, no recycling will be picked up for that week. Unless the Contractor gives the City or affected residents at least thirty (30) days advance notice, all collections, for any designated area, shall occur on the same day each week.

If resident has more recyclables than what will fit inside their recycling carts they may place extra recyclables in a clear, plastic bag that does not exceed 30-gallons or 50 pounds at no additional charge. Bags must be accompanied by the resident's cart.

5) **COMMERCIAL BUSINESS CONTAINERS** – Contractor will provide "Pellitteri" branded 2, 4, 6, and 8 yard front load containers to Commercial Business accounts to replace rear load containers for the collection of recycling. The minimum container size for Commercial accounts will be a 65-gallon cart or 95-gallon cart and

will be limited to the guidelines of the residential program. If Commercial account uses carts it will be limited to two (2) recycling carts per business. Containers will be new or like new for initial conversion from rear load containers to front load containers. Once conversion is complete Contractor is allowed to use refurbished or cleaned containers that are in good condition. Contractor reserves the right to adjust, if necessary, the correct number, size, location and frequency of container(s) for commercial accounts based on waste flow to maintain efficiencies. If the correct container program cannot be agreed upon between Contractor and Commercial Business account holder the issue will be brought to the Public Works Department for review and the Public Works Department will make the final decision on the container program for the account.

Contractor shall coordinate the container switch from rear load containers to front load containers. Public Works Department will approve and support of the plan.

7) **COMMERCIAL BUSINESS RECYCLING COLLECTION** – Minimum recycling service level for Commercial Businesses will be one (1) 65-gallon cart picked up one (1) time bi-weekly with the residential recycling service. If Commercial Business does not generate enough waste to justify a 2 yard container a maximum of two (2) carts will be provided and those carts will be limited to being picked up one (1) time bi-weekly with the residential service.

Maximum recycling service level for Commercial Businesses will be 24 yards picked up two (2) times a week April through September and one (1) time a week October through March. If there is limited container space then the maximum Commercial Business service level will be limited to two (2) of the largest serviceable front load containers serviced two (2) times a week April through September and one (1) time a week October through March. It is understood that businesses sometimes have inflation in solid waste production. Extra recycling will be picked up for no charge only if the container is full and the following criteria are met:

A. Material is properly prepared and free of contamination. Recyclable material must be bundled and/or bagged in a translucent or clear plastic bag and set next to the container. Bundles and bags must not weigh more than 50 pounds each.

B. The level of service does not exceed the maximum Commercial Business service level. If a Commercial Business is exceeding the maximum commercial recycling service level then Commercial Business does not qualify for this public service and will be required to Contract privately.

When container is unserviceable Contractor will make a second attempt to service the stop once more on the same service day. If the stop is still unserviceable the container will be serviced on the next scheduled day.

20. PRICE FOR REQUIRED SERVICES

1)**PART "A" RESIDENTAIL COLLECTION –** For a five (5) year Contract beginning April

1, 2015 through March 31, 2020, provide a bulk price for bi-weekly Residential Recyclables Collection. Current number of Residential Dwelling Units =**850**

Five (5) Year Contract, Bi-Weekly at the Unit Cost:
$1.42 Per Month for Residential Recycling

Contractor reserves the right to take a 2% annual increase each subsequent year.

2)PART "B" COMMERCIAL COLLECTION- For a five (5) year Contract beginning April 1, 2015 through March 31, 2020, provide a monthly price for once a week collection of recyclables for six (6) months of the year beginning October 1st through March 31st, and there shall be a twice a week collection of recyclables for six (6) months out of the year beginning April 1st through September 30th. Number of Commercial of Containers = **143**

Contractor shall perform the outlined Commercial Recycling program for the City at a base rate of $64,200.00 per year (based on the current 143 containers). There will be no charges for additional tons. There shall be a container fee of $10.00 per container per month for every additional commercial container over the number above. Contractual payments will be made over 12 equal monthly installments.

Contractor reserves the right to take a 2% annual increase each subsequent year.

Addendum to City Contract with Pellitteri Waste Systems, Inc.

1. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The Contractor is an independent Contractor and is not an employee, servant, agent, partner or joint venture of the City. The City shall determine the work to be done by the Contractor, but the Contractor shall determine the legal means by which it accomplishes that work. The City is not responsible for the withholding, and shall not withhold, FICA or taxes of any kind from any payments which it owes the Contractor. Neither the Contractor nor its employees shall be entitled to receive any benefits which employees of the City are entitled to receive and shall not be entitled to workers compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or social security on account of their work for the City.

2. **EMPLOYEES OF CONTRACTOR.** The Contractor shall be solely responsible for paying its employees. The Contractor shall be solely responsible for FICA and other taxes, workers compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing and other benefits for the Contractor and its employees, servants, and agents.

3. **INSURANCE.** The Contractor shall furnish the City with current certificates of coverage of the Contractor, and proof of payment by the Contractor, for workers compensation insurance, general liability insurance, motor vehicle insurance and such other insurance as the City may require from time to time. The Contractor shall maintain all such insurance coverage and shall furnish the City with certificates of renewal coverage and proofs of premium payments.

4. **RISK; INDEMNIFICATION.** The Contractor shall perform the work at its own risk. The Contractor assumes all responsibility for the condition of tools, equipment, material and job site. The Contractor shall indemnify and hold harmless the City from any claim, demand, loss, liability, damage or expense arising in any way from the Contractors work.

5. **LAW.** This Agreement shall be governed and construed in accordance with Wisconsin state law. Venue for any disputes shall be the Circuit Court for Columbia County.

EXHIBIT "A"

RECYCLING INFORMATION

RECYCLING *Information - All recyclables should be put into your all-in-one recycling dumpster*

EXPANDED *Paper* RECYCLING

- Cardboard (empty)
- Catalogs, magazines & phone books
- Cereal & cracker boxes (empty)
- Computer & office paper
- Envelopes & junk mail
- Holiday gift wrapping paper (no foils)
- Newspapers
- Paper egg cartons
- Paper grocery bags
- Paper milk and juice cartons or boxes
- Pizza boxes (no food or grease)

EXPANDED *Plastic* RECYCLING

- All plastic bottles (no motor oils or gasoline)
- Plastic containers / cups #1-7, including #1 deli containers
- Plastic bags (grocery, newspaper, dry cleaning, etc. - no black or brown bags) - place clean, dry bags into a clear or transparent bag and tie shut; a full bag should be smaller than a basketball

RECYCLABLE *Metal & Glass*

- Aerosol cans (empty)
- Aluminum cans & aluminum pie plates
- Glass bottles & jars (clear, blue, brown or green translucent glass)
- Metal pots & pans
- Small metal appliances (toasters, blenders, etc.) - nothing larger than a basketball
- Small metal plumbing fixtures & pipes (faucets, valves, pipes 2"-12" long)
- Tin & steel cans

NON-RECYCLABLE *Items:*

- Brake rotors / drums
- Deli containers - except #1 plastic
- Frozen food or microwave dinner plates
- Glassware & ceramics
- Metal items heavier than 10 pounds
- Mirrors & windows
- Motor oil or gasoline containers
- Plastic film, wrap & Styrofoam
- Misc.: Carpet, clothing, diapers, fishing line, food, hoses, ropes & shoes

RECYCLING *Tips*

- Inside the building: Always place recycling & trash receptacles together so it is convenient to recycle. Apply easy to understand labels on all trash and recycling receptacles as this will increase recycling.
- Confirm the person(s) taking out the building's waste are placing the recyclable items in the proper dumpster.
- Should you choose to bag recyclables you place into your dumpster, please use clear or transparent bags and leave open - do not tie or seal. If you use brown Kraft/paper bags, do not staple or tape shut.
- All items should be loose and empty. Do not place smaller items inside of larger containers.
- Your recycling dumpster will not be emptied if it contains trash, yard waste or prohibited items.
- If you are unsure if something is recyclable, please call our customer service team at (608) 257-4285.

08/2017

EXHIBIT "B"

Residential

COLLECTION INFORMATION

RECYCLING *Information – All recyclables should be placed in your recycling cart*

EXPANDED *Paper* RECYCLING

- Cardboard (empty)
- Catalogs, magazines & phone books
- Cereal & cracker boxes (empty)
- Computer & office paper
- Envelopes & junk mail
- Holiday gift wrapping paper (no foils)
- Newspapers
- Paper egg cartons
- Paper grocery bags
- Paper milk and juice cartons or boxes
- Pizza boxes (no food or grease)
- Shredded paper (place in clear or transparent plastic bag and tie shut; a full bag should be smaller than a basketball)

EXPANDED *Plastic* RECYCLING

- All plastic bottles (no motor oils or gasoline)
- Plastic containers / cups #1–7, including #1 deli
- Plastic bags (grocery, newspaper, dry cleaning, etc. – no black or brown bags) – place clean, dry bags into a clear or transparent bag and tie shut, a full bag should be smaller than a basketball

RECYCLABLE *Metal & Glass*

- Aerosol cans (empty)
- Aluminum cans & aluminum pie plates
- Glass bottles & jars (clear, blue, brown or green translucent glass)
- Metal pots & pans
- Small metal appliances (toasters, blenders, etc.) – nothing larger than a basketball
- Small metal plumbing fixtures & pipes (faucets, valves, pipes 2"–12" long)
- Tin & steel cans

NON-RECYCLABLE *Items:*

- Brake rotors / drums
- Deli containers – except #1 plastic
- Frozen food or microwave dinner plates
- Glassware & ceramics
- Metal items heavier than 10 pounds
- Mirrors & windows
- Motor oil & gasoline containers
- Plastic film, wrap & Styrofoam
- Misc.: Carpet, clothing, diapers, fishing line, food, hoses, ropes & shoes

RECYCLING *Tips*

- Should you choose to bag recyclables you place into the cart, please use clear or transparent bags and leave open – do not tie or seal. Clear bags can be purchased at most grocery and hardware stores.
- Do not flatten or crush plastic or metal items. Do not place smaller items inside larger containers. All items should be loose and empty. Remove all food waste, plastic, Styrofoam & packing peanuts.
- Flatten cardboard boxes and cereal boxes to make room in the recycling cart. Additional recyclables that don't fit in the cart may be put in clear plastic bags and placed next to your recycling cart. Large quantities of cardboard should be flattened and placed in clear plastics bags. Do not tie or bundle.
- Your recycling cart will not be picked up if it contains trash, yard waste or prohibited items.
- Visit www.pellitteri.com or call (608) 257-4285 for more information.

08/2012

ITEM 19

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 FINANCE COMMITTEE from their March 23, 2015 meeting;

To Approve the Time-Share Agreement between the City and Polynesian Acquisition Partners, LLC and /or Polynesian Development Partners, LLC.

_____
Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: _____ayes _____ nays
Date Introduced: March 23, 2015
Date Passed:
Date Published:

TIME-SHARE ASSESSMENT AGREEMENT

3/9/2015 Final

This Agreement ("Agreement") is made by and between the City of Wisconsin Dells ("City") and Polynesian Acquisition Partners, LLC ("Acquisition") and/or Polynesian Development Partners, LLC ("Development").

Recitals:

A. Acquisition purchased certain property in the City of Wisconsin Dells, Wisconsin with an address of 855 Frontage Road, which is more particularly described below as the Property.

B. In anticipation of its purchase of the Property, Acquisition secured from the City, on June 16, 2014, a Conditional Use Permit ("CUP") for the Property, pursuant to Wisconsin Dells Code Sec. 19.370 et seq., which allowed the Property to be used as a Managed Condominium Project, a place of Overnight Lodging and Resort, and a Time-share Project ("Permitted Uses"). The City Resolution approving the CUP, Resolution 4086 ("Resolution"), provided that the CUP was effective upon the recording of a deed to Acquisition for the Property, but that before the Property could be used for a Time-share Project, the City and Acquisition (or the then property owner) would need to enter into a Time-share Agreement, formalizing the requirements contained in the Resolution.

C. Since the date of the Resolution, the City has enacted a Time-share Assessment Ordinance, as Ordinance No. A-753 ("Time-share Ordinance") which is substantially similar to the requirements in the Resolution.

D. Acquisition intends to shortly subject the Property to a Condominium Declaration under the provisions of Wis. Stat. Chapter 703, and then Acquisition or Development intend to submit some of the condominium units on the Property to a Timeshare Declaration under the provisions of Wis. Stat. Chapter 707, and it is their intention to enter into this Assessment Agreement to carry out the requirements of the Resolution.

E. Acquisition has been operating the Property as a hotel, a place of Overnight Lodging and Resort, and has been paying Hotel Tax and Premier Resort Tax on nights of hotel stays, as required by law. Even after the recording of the Condominium Declaration and Time-share Declaration in the Sauk County Register of Deed's Office, the owner or operator of the Property will continue to rent out rooms on the Property, whether in declared condominium units, or in declared Time-share Units, and will continue to collect and remit room tax and premier resort tax on any nights rented to the public as overnight lodging.

F. The Property has historically been operated under the name of "The Polynesian Resort" and Acquisition and Developer intend to operate it under the name of "Sanctuary Lodge at Splash Canyon."

G. Wisconsin Dells Code Sec. 19.373(a) specifies the following as a conditional use consideration: "Effects of the proposed use on the City's ability to provide public services."

H. The City's Time-share CUP consideration is compatible with Wis. Stat. Sec. 707.10 which limits municipal regulation of time-share properties.

Agreement

1.) Definitions. In this Agreement, the following terms mean as follows:

a. Association. The association organized under Wis. Stat. Sec. 707.30(2) to govern the Time-share units located on the Property.

b. Property. The commercial premises at 855 Frontage Road, which is described on Exhibit A, attached hereto and incorporated herein.

c. Time-share Unit.

i. A Unit of real estate, as defined in Wis. Stat. Sec. 707.02(34),in which a time-share interest exists (without regard to number of time-share interests or fractions in such unit), which is located on the Property subject to this Agreement; and, is part of a property governed by the Association or its Manager under Wis. Stat. Sec. 707.30 which will be the Association hereunder.

ii. Each Time-share Unit (as defined at Wis. Stat. Sec. 707.02(33)) on the Property shall be considered a "Time-share Unit" hereunder unless that room is taken out of service for use as a sleeping room. A Time-share Unit only exists when a Time-share Declaration or amendment thereto,has been recorded in the Sauk County Register of Deed's Office, which names that unit of real estate as a Time-share Unit under the provisions of Wis. Stat. Sec. 707.02(33).

2.) Imposition and collection of Time-share Assessment.

ATime-share Assessment shall be due and payable, on each Time-share Unit, as follows:

a. Within 30 days of the date on which a Time-share Declaration, or amendment thereto, is recorded in the Sauk County Office of Register of Deeds, which subjects a Unit to the time-share law, Wis. Stat. Sec. 707; and thereafter,

b. Annually before or on January 31.

3.) Amount of Time-share Assessment.

a. The initial Time-share Assessment per Time-share Unit shall be $200.00 prorated in the year of recording the Time-share Declaration, or amendment thereto, creating that Time-share Unit.

b. The assessment per Time-share Unit for the first calendar year after the year of recording the Time-share Declaration, or amendment thereto, creating that Time-share Unit, shall be $200.00.

c. The assessment per Time-share Unit in succeeding calendar years after the year of recording the Time-share Declaration, or amendment thereto creating the Time-share Unit, shallbe:
2nd - $400.00
3rd - $600.00
4th - $800.00
5th - $1,000.00.

4.) Term.

a. The term of this Agreement shall commence on the date that the first Time-share Declaration on the Property is recorded. The agreement shall terminate upon payment of the 5th calendar year Time-share Assessment on the Time-share Units subject to the first Time-share Declaration.

b. Upon termination of this Agreement, all Time-share Units shall be subject to theTime-share Assessment established by the City by resolution.

5.) Assessment after fifth year.

Upon the termination of this Agreement, any Time-share Assessment shall be as established by the Time-share Ordinance. Because the Resolution was adopted before the adoption of the Time-share Ordinance, this Agreement, and not the Time-share Ordinance shall apply. However, if the Time-share Ordinance is for any reason, determined to be invalid or unenforceable, the obligations under this Agreement shall also be terminated.

6.) Responsibility for payment.

a. The time-share assessment shall be an obligation of Acquisition or Developer, until the Association has been formed.

b. After the Association has been formed, the Association shall have all of the obligation to collect and make the Time-share Assessment payments, since it will have the sole right, at the time, to collect the payments from the owners of the Time-share estates.

c. If the Association is not in existence as of the date of this Agreement, at such time as the Association is formed Acquisitions or Development shall cause the Association to execute such other and further documents as may be requested by the City to ensure that the Association is irrevocably bound by the terms ofthis Time-Share Assessment Agreement, and upon the execution and recording of such documents, Acquisition and Development shall have no further obligation under this Agreement.

7.) Administration.

A Time-share assessment return for the Time-share Units on the Property shall be filed annually before or onJanuary 31. The return shall be made on a form provided by the City Treasurer. The return shall show the total number of Time-share Units declared on the Property, the assessment per Time-share Unit and such other information as the Treasurer deems necessary.

8. Oversight.

On an annual basis, Acquisition or Development, or the Association shall provide to the City a report which details the manner in which the Time-share Assessment payment was calculated. The City shall have the right to audit and verify the calculation, at its cost. The totals in the report may be public, but the specific backup information in the report shall be a protected trade secret.

9. Penalty and Special Assessment.

a. Failure to file a Time-share Assessment return or pay a Time-share Assessment when due may subject the responsible party to a forfeiture of $100.00 for the first offense, $500.00 for second offense and $1,000.00 for third or subsequent offense. Interest will accrue at the rate of 1-1/2% per month on the Time-share Assessment due until paid in full.

b. Unpaid Time-share Assessments may be levied and collected as a special assessment pursuant to Wis. Stat. Sec. 66.0703 as follows:

Acquisition and Development waive any and all procedural requirements of the Wisconsin Statutes which must be met prior to the imposition of a special assessment (including but not limited to the notice and hearing requirements of Wis.Stat. Sec. 66.0704(4) through (7), and agrees that the City may proceed immediately to levy the special assessment in the amount and on the terms and conditions set forth in this Agreement. Developer further waives its rights to appeal from the special assessment in the amount of the Time-share Assessment due hereunder, and stipulates that the amount of the special assessment levied against the Time-share Units on the Property, in the amount of the Time-share Assessment, is reasonable. Acquisition and Development waive their appeal rights under Wis. Stat. Sec. 66.0703(12), for the amount of any unpaid Time-share Assessment, and agree to the terms of payment set forth in this Agreement.

c. If the annual report per Time-share Unit is not received by the Cityin the time required hereunder, the City, may in its sole discretion and in addition to any other remedies available to the City, calculate the average payment for the prior two years, less any Time-share Assessment received on the Time-share Units on the Property, and specially assess that average amount on the property tax bill(s) for the Time-share Units.

10.) Use of monies.

The City shall have the right, in its sole discretion, to expend the monies paid and collected pursuant to this Agreement as it determines is in the public interest.

CITY OF WISCONSIN DELLS

Dated:_____

_____
Brian L. Landers, Mayor

Dated:_____

_____
Nancy R. Holzem, Clerk/Coordinator

POLYNESIAN ACQUISITION PARTNERS, LLC

Dated: 3/13/15

_____
By: Jason Shroff
Its: Authorized Representative

POLYNESIAN DEVELOPMENT PARTNERS, LLC

Dated: 3/13/15

_____
By: Jason Shroff
Its: Authorized Representative

Exhibit A

Legal Description of the Property

LOT TWO (2), CERTIFIED SURVEY MAP NO. 1653 RECORDED IN VOLUME 7 OF CERTIFIED SURVEY MAPS OF SAUK COUNTY, WISCONSIN, PAGE 1653, LOCATED IN THE CITY OF WISCONSIN DELLS, SAUK COUNTY, WISCONSIN.

Tax Parcel No. 291-0087-2000

207814-0001\16632554.2

ITEM 20

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 FINANCE COMMITTEE from their March 23, 2015 meeting;

To DENY the Claim for Unlawful Assessment filed by Chula Condominium owners.

_____
Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: _____ayes _____ nays
Date Introduced: March 23, 2015
Date Passed:
Date Published:

City of Wisconsin Dells
Office of City Attorney

110 Main Street
Post Office Box 231
Reedsburg, Wisconsin 53959-0231

Telephone (608) 524-8231
Facsimile (608) 524-4766

Memorandum

To: Chula Vista Tax Claim File
From: Joseph J. Hasler
Date: March 20, 2015

Chula Vista condominium owners have filed 319 separate claims for unlawful assessment and seek recovery pursuant to Wis. Stat. §74.35. This appears to be a technical dispute between Chula Vista owners and the Wisconsin Department of Revenue regarding calculation of the school tax credit in Adams County. The claim was filed against the City because it is the taxing jurisdiction.

The total claim amount is $83,592.97.

The claim was filed January 28, 2015. If the City takes no action the claim will be deemed denied on April 29, 2015 which will then trigger the ticking of another 90 day clock for Chula Vista to file a lawsuit before or on July 29, 2015.

If the City acts to formally deny the claim now it will start the lawsuit clock ticking sooner. A denial now would require Chula to make the lawsuit decision before June 22, 2015.

I spoke with Don Millis, attorney for the Chula Vista owners. He continues to work to resolve the dispute with DOR.

ORDINANCE NO. A-760
(Rezoning of St Cecilia Parcels)

ITEM 21

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: February 16, 2015
SECOND READING PASSED:
PUBLISHED: February 21, 2015

ITEM 22

March 10, 2015

City of Wisconsin Dells

ORDINANCE NO. _____
(Outdoor Displays)

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

SECTION I: PURPOSE

This ordinance regulates outdoor displays of retail merchandise.

SECTION II: PROVISION CREATED

Wisconsin Dells Code sec. 16.30 is created.

SECTION III: PROVISION AS CREATED:

16.30 Outdoor Display of Retail Merchandise

(1) Retail merchandise for sale in a store may be displayed outside of the store on adjacent private property; not upon the public right-of-way.

(2) The following exterior display devices may be used: mannequins, no more than two per store front, for apparel and accessories; and, fixtures, no more than one per store front, such as benches, shelves and carts with the following maximum dimensions: width-four (4) feet, length-one (1) foot, height-four (4) feet.

(3) All sales must be consummated inside the adjacent store.

(4) The City Zoning Administrator shall establish rules and issue annual licenses for outdoor display devices and fixtures. A license fee may be established by resolution.

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.

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SECTION V: CONFLICTING PROVISIONS REPEALED

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

SECTION VI: EFFECTIVE DATE

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

SECTION VII: PART OF CODE

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

_____ _____

Brian L. Landers, Mayor Nancy R. Holzem, Clerk

INTRODUCED: _____
PUBLISHED: _____
PASSED: _____

DRAFT

ITEM 23

3/5/2015

City of Wisconsin Dells

ORDINANCE NO. _____
(Wireless telecommunications mobile service facilities)

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

SECTION I: PURPOSE

State law largely pre-empts municipal regulation of cell towers. For example, local height limits, aesthetic criteria and zoning regulations are generally "off limits". This ordinance provides a measure of local oversight consistent with state law. It is primarily procedural rather than substantive; designed to assure that applicants observe the minimal permitted review criteria.

SECTION II: PROVISION CREATED

Wisconsin Dells Code sec. 19.728 is repealed and recreated.

SECTION III: PROVISION AS CREATED:

19.728 Wireless Telecommunication Mobile Service Facilities

(1) Purpose. This section is intended to regulate mobile service facilities to the full extent allowed by Wis. Stat. §66.0404 and other applicable laws. Nothing herein is intended to regulate or to authorize the regulation of mobile services facilities in a manner that is preempted or prohibited by Wis. Stat. §66.0404 or other applicable laws.

(2) Definitions.

(a) "Class 1 collocation" means the placement of a new mobile service facility on an existing support structure such that the owner of the facility does not need to construct a free standing support structure for the facility but does need to engage in substantial modification.

(b) "Class 2 collocation" means the placement of a new mobile service facility on an existing support structure such that the owner of the facility does not need to construct a free standing support structure for the facility or engage in the substantial modification.

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(c) "Mobile service facility" means the set of equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and associated equipment that is necessary to provide mobile service to a discrete geographical area but does not include the underlying support structure.

(d) "Mobile service support structure" means a freestanding structure that is designed to support a mobile service facility.

(e) "Substantial modification" means the modification of a mobile service support structure, including the mounting of an antenna on such a structure, that does any of the following:

1. For structures with an overall height of 200 feet or less, increases the overall height of the structure by more than 20 feet.

2. For structures with an overall height of more than 200 feet, increases the overall height of the structure by 10 percent or more.

3. Measured at the level of the appurtenance added to the structure as a result of the modification, increases the width of the support structure by 20 feet or more, unless a larger area is necessary for collocation.

4. Increases the square footage of an existing compound to a total area of more than 2,500 square feet.

(f) "Support structure" means an existing or new structure that supports or can support a mobile service facility, including a mobile service support structure, utility pole, water tower, building, or other structures.

(3) New towers and facilities. The siting and construction of new mobile service support structures and facilities shall be subject to the following requirements:

(a) Application process. The applicant shall submit a written application which shall include all of the following information:

1. The name and business address of, and the contact individual for, the applicant.

2. The location of the proposed support structure.

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3. The location of the mobile service facility.

4. A construction plan which describes the tower, equipment, network components, antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment to be placed on or around the new tower.

5. An explanation why the applicant chose the proposed location, and why the applicant did not choose collocation, including a sworn statement from the responsible party attesting that collocation within the applicant's service area would not result in the same mobile service functionality, coverage, and capacity; is technically infeasible; or is economically burdensome.

(b) Fee. Any petition shall be accompanied by a fee in the amount set out in a a City fee schedule. Costs incurred by the city in obtaining legal, planning, engineering and other technical and professional advice in connection with the review of the conditional use and preparation of the conditions to be imposed shall be charged to the petitioner. Such fee shall not exceed the limits established by Wis. Stat. §66.040(4)(d). (Note: current limit is $3,000.00)

(c) Determination of completeness within ten days of submittal. The building inspector shall review the application and determine whether the application is complete. If the application includes all of the foregoing information, the application shall be found to be complete. The building inspector shall notify the applicant in writing within ten days of receiving the application if it is found not to be complete, and such notice shall specify in detail the required information that was incomplete. Applicants are allowed to resubmit their applications as often as necessary until it is complete.

(d) Conditional use review procedure. The mobile service support structure shall be a conditional use, subject to the ordinary conditional use regulations and procedures of this chapter.

(e) Requirements.

1. Before a new tower site is requested, all the existing tower facilities shall be considered and evaluated. If an existing facility cannot be used, a justification report, citing the reasons it cannot be used must be provided with the application as described in subsection 3(a)5 above.

2. All new antenna support structures shall be mono-poles; which are defined as a smooth tapered pole, without stepped sections or guy wires.

3. All new antenna support structures shall be constructed to a standard that permits the collocation of a minimum of three telecommunication company facilities on a single tower.

4. All antennas and/or towers and other communications equipment shall be removed from the site within 60 days of use termination by the telecommunications company.

5. All antenna support structures shall meet the following conditions and requirements:

   a. The proposed antenna or antenna structure and/or towers shall not result in restriction or interference with air traffic or air travel to or from any existing or proposed airport.

   b. **There shall be a setback of sufficient radius around the antenna structure that its collapse will be contained on the property and not affect regularly occupied buildings on the subject site. This requirement may be waived upon presentation of written consent by adjoining owners and occupants.**

   c. No form of advertising shall be allowed on the antenna, antenna structure, base, framework or other buildings or facilities associated with the use.

   d. All cable to and from the antenna and/or antenna structure shall be installed underground unless the antenna is mounted on a building where cable will go directly into the structure.

   e. The site and all structures shall have monthly maintenance and an annual investigation of structural stability.

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f. Exhibits of the proposed tower structure design and design of the maintenance building and site shall be attached to the conditional use permit document.

6. Site restrictions are as follows:

a. The exterior of all buildings shall be architecturally compatible and consistent with surrounding building and structures and constructed in accordance with the plan approved appropriately and shall be neatly maintained at all times.

b. The telecommunications facilities may not include offices, vehicle storage, or outdoor storage or broadcast studios; except for emergency purposes or other uses that are not needed to send or receive transmission as determined by the City.

c. There shall be adequate space on site to accommodate maintenance vehicles.

d. A site grading and storm water drainage plan shall be reviewed and approved by the building inspector.

e. Areas not used for parking or drives shall be landscaped according to the plan approved.

f. Parking lot and security lighting is to be installed and maintained in a manner that will avoid glare or excessive illumination spilling over on adjoining properties.

g. **No mobile service support structure shall be located on a lot in a residence district, unless the lot is greater than two (2) acres in area and the principal use is other than residential.**

h. Mobile service support structures towers, guy wires, appurtenant equipment and building shall comply with the yard and set back requirements of the zoning district in which they are located.

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7. Telecommunications companies that are parties to conditional use permits shall warrant the safety of the technology of the facilities and hold the City, its officers, and employees harmless for any claims or losses to the city or its residents; including reasonable attorney fees arising from, or related to, the use of the facilities.

8. The telecommunications company shall provide a bond, naming the city as beneficiary, in the penal amount of $20,000.00 sufficient to asssure removal of the antenna, antenna support structures, facility buildings, fences and driveways, and restoration of the site, as near as practicable, to its current condition.

9. Any other condition recommended by the plan commission and approved by the Common Council.

(f) Limitations upon authority. The city review and action in the matter shall be subject to the limitations imposed by Wis. Stat.§66.0404(4). In the event the applicant believes the city has exceeded its authority in this regard, the applicant shall notify the city in writing and the city reserves the right to reconsider the matter, to ensure that applicable laws are followed.

(4) Modifications. The construction of modifications to an existing mobile service support structure or mobile service facility shall be subject to the following requirements:

(a) Substantial modifications.

1. Application and review process. A substantial modification is regulated the same as a new structure or facility, as described in subsection 3(a) above, except that the required plans should describe the proposed modifications, rather than describe the new structure or facility.

(b) Non-substantial modifications.

1. Application information. The applicant shall submit a written application that describes the applicant's basis for concluding that the modification is not substantial, and all of the following information:

(a) The name and business address of, and the contact individual for, the applicant.

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(b) The location of the affected support structure.

(c) The location of the proposed facility.

2. Fee. Any petition shall be accompanied by a fee in the amount established by the City fee schedule. Costs incurred by the city in obtaining legal, planning, engineering and other technical and professional advice in connection with the review of the application and preparation of the conditions to be imposed shall be charged to the petitioner. Such fee shall not exceed the limits established by Wis. Stat. §66.404(4)(d). (Note: current limit is $500.00)

3. Completeness determination within five days. The building inspector will determine whether the application is complete. If the application includes all of the foregoing information, the application shall be found to be complete. The department of community development must notify the applicant in writing within five days of receiving the application if it is found not to be complete, specifying in detail the required information that was incomplete. The applicant may resubmit as often as necessary until it is complete.

4. Determination. The building inspector shall make a decision on the application within 45 days of receipt of a complete application, unless the time is extended by the petitioner. The decision shall be stated in writing. If approval is not granted, the reasons therefore will be included in such record.

5. Limitations upon authority. The city review and action in the matter shall be subject to the limitations imposed by Wis. Stat. §66.404(4), and such other laws as may apply which may include 47 USCA § 1455. In the event the applicant believes the city has exceeded its authority in this regard, the applicant shall notify the city in writing and the city reserves the right to reconsider the matter, to ensure that applicable laws are followed.

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SECTION IV: VALIDITY

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

SECTION V: CONFLICTING PROVISIONS REPEALED

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

SECTION VI: EFFECTIVE DATE

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

SECTION VII: PART OF CODE

This ordinance becomes a part of Wisconsin Dells Code, Chapter 19.

DRAFT

_____ _____

Brian L. Landers, Mayor Nancy R. Holzem, Clerk

INTRODUCED: _____
PUBLISHED: _____
PASSED: _____

ITEM 24

CITY OF WISCONSIN DELLS
ORDINANCE NO. _____
(Correcting Legal Description in Detachment Ordinance No. A-79)

WHEREAS, the City of Wisconsin Dells adopted Ordinance No. A-79 on August 27, 1981 that detached certain lands from the City to the Town of Delton,

WHEREAS, there was in error in the legal description in Ordinance No. A-79 and a portion of land was listed in error as being detached;

THEREFORE, The City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, does hereby ordain as follows to correct the detachment error:

SECTION 1: Territory Annexed by Direct Annexation.

The NW NE of Section 8, T13N, R6E, that lies easterly of I90/94.
The property shall become part of Sauk County Tax Parcel 291-0087-20000.

SECTION 2: Effect of Annexation.

From and after the effective date of this ordinance, the territory described in Section 1 shall be a part of the City of Wisconsin Dells for any and all purposes provided by law, and all persons residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Wisconsin Dells.

SECTION 3. Temporary Zoning Classification.

The territory annexed to the City of Wisconsin Dells shall by this ordinance be temporarily zoned C-4 Commercial-Large Scale.

SECTION 4. Severability.

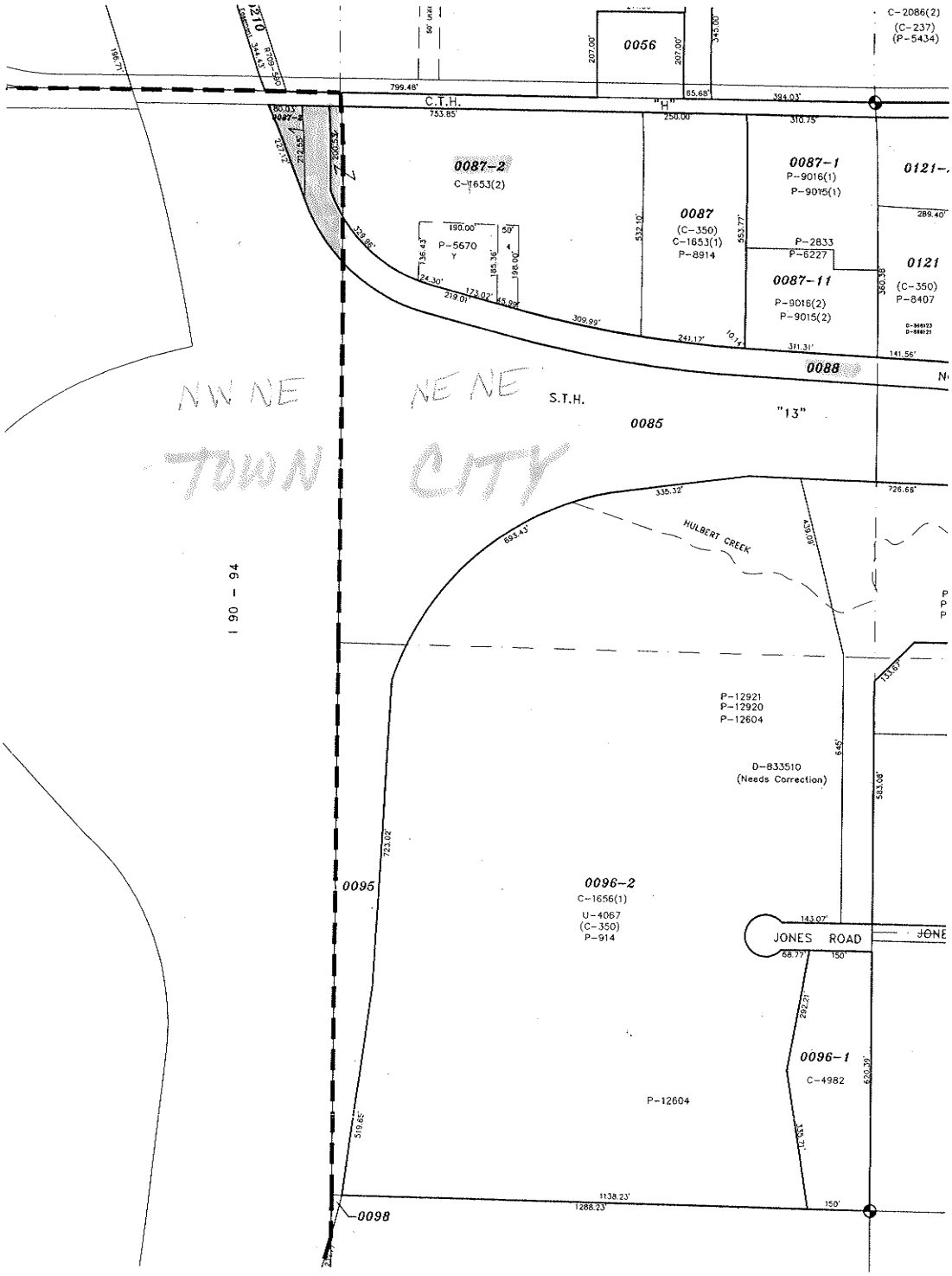
Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION 5. Effective Date.

This ordinance shall take effect upon passage and publication as provided by law and becomes part of the Zoning Map for the City of Wisconsin Dells.

_____ _____
Brian L. Landers, Mayor Nancy R. Holzem, City Clerk

Introduced: March 23, 2015



C-2086(2)
(C-237)
(P-5434)
0056
C.T.H.
"H"
0087-2
C-1653(2)
P-5670
0087
(C-350)
C-1653(1)
P-8914
0087-1
P-9016(1)
P-9015(1)
P-2833
P-6227
0087-11
P-9016(2)
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0121
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P-8407
0088
NW NE
NE NE
S.T.H.
0085
"13"
TOWN CITY
HULBERT CREEK
I 90 - 94
P-12921
P-12920
P-12604
D-833510
(Needs Correction)
0095
0096-2
C-1656(1)
U-4067
(C-350)
P-914
JONES ROAD
0096-1
C-4982
P-12604
0098

ORDINANCE NO. _____
(Permanent Zoning for Annexation)

ITEM 25

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 establish permanent zoning on recently annexed lands.

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 PERMANENTLY ZONED

The following property is hereby permanently zoned C-4 Large Scale Commercial upon annexation into the City of Wisconsin Dells:

Sauk County Tax Parcel: 291-0087-20000

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: March 23, 2015