

CITY OF WISCONSIN DELLS MEETING AGENDA

Meeting Description COMMON COUNCIL MEETING

Date: MONDAY, SEPTEMBER 21, 2015 Time: 7:00PM Location: WISCONSIN DELLS HIGH SCHOOL GYMNASIUM, 520 RACE 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: <ol style="list-style-type: none"> a. Approval of the August 17, 2015 Common Council Meeting Minutes b. Schedule of Bills Payable dated September 21, 2015 c. Applications for Bartender Licenses d. Special Events Permit submitted by FITS/Assist Wisconsin for a 5K run/walk on September 27, 2015 in conjunction with a zumba marathon and healthy community fair at the JAG e. Application for a Temporary Class B Beer (Picnic) License submitted by FITS/Assist Wisconsin for September 27, 2015 			
4	COMMITTEE UPDATES BY CHAIRPERSONS: (BID, PARKS & REC, LIBRARY, LEGISLATIVE, PARKING BOARD, PLAN COMMISSION, FINANCE, PUBLIC WORKS & PUBLIC SAFETY)			
AGENDA ITEMS				
5	PRESENTATION BY ZEBRADOG			
6	PUBLIC COMMENT/ CITIZEN APPEARANCES FOR ANY NON-AGENDA ITEM			
7	CITY PROCLAMATION DECLARING OCTOBER 2015 AS " <i>FIRE PREVENTION MONTH</i> " AND OCTOBER 4-10, 2015 AS " <i>FIRE PREVENTION WEEK</i> "; AND COMMENTS FROM CITY FIRE INSPECTOR JERRY WOLFRAM			
	(BRIEF RECESS)			
8	APPOINTMENT OF NEW AGENT FOR CLASS B LIQUOR LICENSE HELD BY POLYNESIAN ACQUISITION PARTNERS LLC			
9	APPOINTMENT OF NEW AGENT FOR CLASS B LIQUOR LICENSE HELD BY WOODSIDE SPORT COMPLEX OPERATIONS LLC			
RESOLUTIONS				
10	RESOLUTION TO APPROVE A COUNTY LIBRARY TAX EXEMPTION			
11	RESOLUTION TO WITHDRAW FROM THE STATES' LOCAL GOVERNMENT PROPERTY INSURANCE FUND AND TO BEGIN COVERAGE WITH CVMIC'S MUNICIPAL PROPERTY INSURANCE COMPANY			
12	RESOLUTION TO APPROVE THE WISCONSIN DELLS BUSINESS IMPROVEMENT DISTRICT (BID) BY-LAWS			
13	RESOLUTION TO APPROVE MOVING FORWARD WITH AN URBAN FORESTRY GRANT APPLICATION			
14	RESOLUTION TO APPROVE THE 2014 COMPLIANCE MAINTENANCE ANNUAL REPORT FOR THE SANITARY SEWER WHICH RECEIVED AN "A" GRADE RATING FOR FINANCIAL MANAGEMENT & COLLECTION SYSTEMS			

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

ITEM 3c

FOR OFFICE USE ONLY

Receipt# 52160
Amount Paid: \$ 100.00
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: 08/13/15 - CH RC
Police Chief: _____ Approved: [Signature]
Denied: _____

Please Note:

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

Application Date 8-10-2015

License Applying For:

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

Check the appropriate box that applies to you:

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

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

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

PLEASE PRINT

Name CHRISTIANSON DAVID S
Last First Middle

Home Address 12079 Bowen PRKwy ROSCOE IL 61073
Street City State Zip

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

Previous Addresses within the past 10 years

12079 Bowen PRKwy ROSCOE, IL 61073
4947 Tanager Ln ST. LOUIS, MO 63129

Drivers License # C623-1777-3299 State Issued IL

Phone Number 815-703-5143 Date of Birth 10-20-73 Place of Birth ROCKFORD, IL

Physical Description Sex M Race white Height 6'0" Eye Color: Blue Hair Color: Blonde

License to be used at (Name of Business) CHULA VISTA RESORTS

(Continued)

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

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

<u>Date</u>	<u>Nature of Offense</u>	<u>County</u>	<u>State</u>

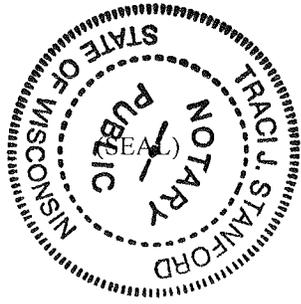
STATE OF WISCONSIN

COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU

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

Signature of Applicant: *[Handwritten Signature]* Date: 8/10/11

Subscribed and sworn to before me this 10th day of August, 2011.
[Handwritten Signature]
Notary Public
My Commission Expires: 10/25/2015



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

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

<u>Date</u>	<u>Nature of Offense</u>	<u>County</u>	<u>State</u>

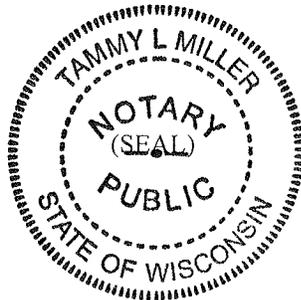
STATE OF WISCONSIN

COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU

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Signature of Applicant: *[Handwritten Signature]* Date: 7/31/15

Subscribed and sworn to before me this 31st day of July, 2015.
Tammy L Miller
Notary Public
My Commission Expires: 4-14-18



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

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

<u>Date</u>	<u>Nature of Offense</u>	<u>County</u>	<u>State</u>
4/21/14	Disorderly Conduct	Yuma	AZ

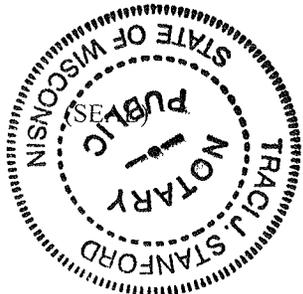
STATE OF WISCONSIN

COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU

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Signature of Applicant: *[Signature]* Date: 8/28/15

Subscribed and sworn to before me this 28th day of August, 2015.
[Signature]
Notary Public
My Commission Expires: 10/25/2015



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

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

<u>Date</u>	<u>Nature of Offense</u>	<u>County</u>	<u>State</u>
1-5-15	Driving Under Influence Sauk	Sauk	WI

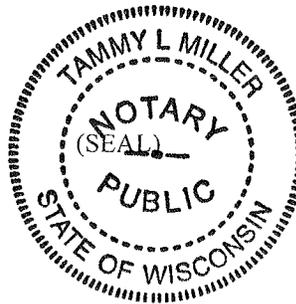
STATE OF WISCONSIN

COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU

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Signature of Applicant: *Joseph [Signature]* Date: 8/11/15

Subscribed and sworn to before me this 11th day of August, 2015.
Sammy L Miller
Notary Public
My Commission Expires: 4-14-18



(Continued)

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

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

<u>Date</u>	<u>Nature of Offense</u>	<u>County</u>	<u>State</u>

STATE OF WISCONSIN

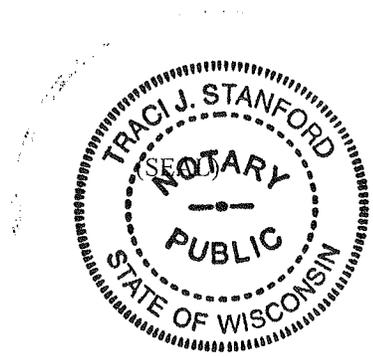
COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU

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Signature of Applicant: *[Handwritten Signature]* Date: 8.12-15

Subscribed and sworn to before me this 12th day of August, 2015.
[Handwritten Signature]
Notary Public

My Commission Expires: 10/25/2015



City of Wisconsin Dells

Application for:
SPECIAL EVENTS PERMIT

ITEM 3d

Date From: 10a 9/27/15 To: 6p 9/27/15 FEE \$160.00 Receipt No. Waived per Mayor

Name of Applicant: Will Meissner (FITS / Assist WI)

Address of Applicant: 704 Washington Ave

Daytime Telephone Number: (262) 825-3781 Email Address: _____

Name & Address of Officers, if Corporation: President Bev Strand E9445

Pebbleshoe Dr. WD, Michelle Schmitz E9257 Oak Leaf Lane WD,

Masha Jaworski N8439 Pineview Dr. WD

FOR SPECIAL EVENTS PERMIT:

Type of Event: Man Zumba Marathon, Healthy Community Fair,

Happy Kids Sk Run/Walk - 10:00 AM

Location of Event: JAG

Number and Types of Participants: athletes, runners, participants, attendees (500)

Contact Person: Will Meissner Telephone No: (262) 825-3781

Fireworks: YES or NO

Sandwich Board Signs: YES or NO

Run

FOR PARADE PERMIT:

Assembly Area: _____

Starting Time & Estimated Length: 10AM

Starting Point: JAG, Lacrosse to Minnesota to Vine to Cambrian Dr.

Parade Route: _____

Number of Units: _____

Signature of Applicant

Subject to compliance with Wisconsin Dells Municipal Code chapter 24

Date Approved: _____ day of _____ 20____

Date Denied: _____ Reason(s): _____

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

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

FEE \$ 10.00

Application Date: 8/12/15

Town Village City of Wis. Dells County of Columbia / Sauk

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

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

at the premises described below during a special event beginning 10a 9/27/15 and ending 6p 9/27/15 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. ORGANIZATION (check appropriate box) Bona fide Club Church Lodge/Society Veteran's Organization Fair Association

(a) Name Families in Transition Support Network (Assist WI / Happy Kids Network)

(b) Address 704 Washington Ave Wis. Dells
(Street) Town Village City

(c) Date organized 2/20/14 (Assist WI)

(d) If corporation, give date of incorporation N/A

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

(f) Names and addresses of all officers:

President Ben Strand E9445 Pebblebeach Dr Wis. Dells

Vice President Michelle Schmitz E9257 Oak Leaf Lane Wis. Dells

Secretary Will Meissner 704 Washington Ave Wis Dells

Treasurer Magda Jankowski N8439 Pineview Dr. Wis. Dells

(g) Name and address of manager or person in charge of affair: Will Meissner, Program Director of Assist WI, as listed above.

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

(a) Street number JAB 200 La Crosse St. Wis. Dells outside

(b) Lot _____ Block _____

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

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

3. NAME OF EVENT

(a) List name of the event #M2M15 (Man Zumba Marathon) and Badgerstrong Healthy Community Fair

(b) Dates of event 9/27/15

DECLARATION

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

Officer [Signature]
(Signature/date)
Officer [Signature]
(Signature/date)

Assist WI
(Name of Organization)
Officer _____
(Signature/date)
Officer _____
(Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

CITY OF WISCONSIN DELLS PROCLAMATION

WHEREAS, the City of Wisconsin Dells is committed to ensuring the safety and security of all those living in and visiting Wisconsin Dells; and
WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and
WHEREAS, home fires killed 2,755 people in the US in 2013, according to the National Fire Protection Association (NFPA), and fire departments in the US responded to 369,500 home fires; and
WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and
WHEREAS, 3 out of 5 home fire deaths result from fires in properties without working smoke alarms;
WHEREAS, in one-fifth of all homes with smoke alarms, none were working; and
WHEREAS, when smoke alarms should have operated but did not do so it was usually because batteries were missing, disconnected, or dead; and
WHEREAS, half of home fire deaths result from fires reported at night between 11p.m. and 7a.m. when most people are asleep; and
WHEREAS, Wisconsin Dells residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and
WHEREAS, Wisconsin Dells residents should install smoke alarms and alert devices that meet the needs of people who are deaf or hard of hearing; and
WHEREAS, Wisconsin Dells residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and
WHEREAS, Wisconsin Dells first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and
WHEREAS, Wisconsin Dells residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2015 Fire Prevention Week theme, “**Hear the Beep Where You Sleep - Every Bedroom Needs a Working Smoke Alarm!**” effectively serves to remind us that we need working smoke alarms to give us the time to get out safely.

THEREFORE, I do hereby proclaim October as Fire Prevention Month and October 4-10, 2015 as Fire Prevention Week throughout the city; and I urge all the people of Wisconsin Dells to install smoke alarms in every bedroom, outside each sleeping area, and on every level of the home, including the basement and to support the many public safety activities and efforts of the Kilbourn Fire Department.

Dated this 21st day of September, 2015.

In witness, thereof, I sign this proclamation.

Brian L. Landers, Mayor



SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/N 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 Sauk

The undersigned duly authorized officer(s)/members/managers of Polynesian Water Park Resort
(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 Polynesian Acquisition Partners, LLC
(trade name)

located at 1 857 N. Frontage Rd, Wisconsin Dells WI 53965

appoints Christopher M. Lewis
(name of appointed agent)

5932 Christmas Mountain Rd, Wisconsin Dells WI 53965
(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? 14 years

Place of residence last year Wisconsin Dells, WI

For: Polynesian Acquisition Partners LLC
(name of corporation/organization/limited liability company)

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

* And: COO Alex Hoeger
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Christopher M Lewis
(print/type agent's name), hereby accept this appointment as agent for the

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] 9-4-15 Agent's age 41
(signature of agent) (date)

5932 Christmas Mtn Rd, Wisconsin Dells, WI 53965 Date of birth 9/25/73
(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 _____ by _____ Title _____
(date) (signature of proper local official) (town chair, village president, police chief)

**AUXILIARY QUESTIONNAIRE
ALCOHOL BEVERAGE LICENSE APPLICATION**

Submit to municipal clerk.

Individual's Full Name (please print)		(last name)	(first name)	(middle name)
		Lewis	Chr. Stephen	Michael
Home Address (street/route)		Post Office	City	State Zip Code
5932 Christmas Mtn Rd			Wisconsin Dells	WI 53965
Home Phone Number		Age	Date of Birth	Place of Birth
608-253-3336		41	09/25/73	Reedsburg, WI

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an **individual**.
 - A member of a **partnership** which is making application for an alcohol beverage license.
 - Agent** of **Polynesian Acquisition Partners LLC**
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)
- which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? Feb. 2001
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
Please see each page
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
If yes, identify. _____
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Grand Crown Resorts	857 Frontage Rd	June 2014	July 2015
Bluegreen Corp	5944 Christmas Mtn Rd	May 2005	May 2014

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 the 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.

Subscribed and sworn to before me

this 14 day of September, 2015

AMANDA YOUNT
Notary Public
State of Wisconsin
205015

[Signature]
(Clerk/Notary Public)

[Signature]
(Signature of Named Individual)

My commission expires 9-11-18



Printed on Recycled Paper

Sub 1998 - DUI 1st offense, 6 month suspension, fine

Sub 1999 - DUI 2nd, 21 day inter 1 year suspension, fine

Sub 2000 - DUI, 3rd, 90 days, 36 month suspension
fine

Illinois

2006 - DUI, 1st, 10 days, fine, 1 year suspension

**SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION
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.

- Town
- Village
- City

To the governing body of Wisconsin Dells County of Adams

The undersigned duly authorized officer(s)/members/managers of Woodside Sports Complex Operations 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
Woodson Dells Center
(trade name)

located at 2100 River Road W. Dells 53965

appoints Chris Lechner
(name of appointed agent)

1401 Valley Dr. W. 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).
Woodside Ranch Resort & Woodside Sports Complex Town of Kenosha, WI

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? 57 years

Place of residence last year _____

For: Woodside Sports Complex Operations LLC
(name of corporation/organization/limited liability company)

By: _____
(signature of Officer/Member/Manager)

And: _____
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Chris W. Lechner
(print/type agent's name), hereby accept this appointment as agent for the

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.

Chris W. Lechner 8-19-15 Agent's age 57
(signature of agent) (date)
1401 Valley Dr. W. Dells Date of birth 1-8-58
(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 9/2/15 by _____ Title Police Chief
(date) (signature of proper local official) (town chair, village president, police chief)

✓ LL 8-29-15 (TCH)

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____
COUNTY LIBRARY TAX EXEMPTION

ITEM 10

WHEREAS, The Columbia, Sauk, Adams, and Juneau County Boards levies a county library tax;

WHEREAS, Section 43.64(2)(b) of the Wisconsin Statutes provide that such units of government which levy a tax for public library services and expend an amount for a library fund as defined by s. 43.52(1) during the year for which the county tax levy is made a sum at least equal to the county library tax rate in the prior year multiplied by the equalized valuation of property in the city for the current year, may apply for exemption from this tax; and

WHEREAS, The **City of Wisconsin Dells** does levy a library tax in excess of the amount calculated in accordance with 43.64(2)(b);

NOW THEREFORE BE RESOLVED that the **City of Wisconsin Dells**, in Columbia, Sauk, Adams and Juneau Counties, Wisconsin, be EXEMPT from the payment of any county library tax as provided in Section 43.64(2)(b) inasmuch as it will expend for its own library fund for 2015 an amount in excess of that amount calculated in accordance with 43.64(2)(b). Exemption from the payment of said county library tax shall not preclude the City of Wisconsin Dells' participation in county library services in all other respects;

BE IT FURTHER RESOLVED, that confirmed copies of this Resolution shall be forwarded by the City Clerk to the Columbia, Sauk, Adams and Juneau County Clerks.

Dated this 21ST day of September, 2015.

Brian L. Landers, Mayor

Nancy R. Holzem, City Clerk

Introduced by: Ald. _____

Seconded by: Ald. _____

Vote: ___Ayes ___Nays

Approved:

Published:

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 September 21, 2015 meeting;

TO APPROVE withdrawing from the State's Local Government Property Insurance Fund effective September 22, 2015; and to begin coverage with Municipal Property Insurance Company through CVMIC.

Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: _____ ayes _____ nays
Date Introduced: September 21, 2015
Date Passed:
Date Published:

LOCAL GOVERNMENT PROPERTY INSURANCE FUND
2801 Crossroads Drive, Suite 2200
Madison, WI 53718
PHONE: 877-229-0009
FAX: 877-832-0122

WITHDRAWAL FROM THE LOCAL GOVERNMENT PROPERTY INSURANCE FUND

INSTRUCTIONS: Pursuant to the requirements of s.605.21(3) Wisconsin Statutes, provide certified notice to the Local Government Property Insurance Fund that by a majority vote, your Board or Council elected to withdraw from the Fund. **Withdrawal date cannot be prior to the date action was taken.** Send completed notice to above address.

Policyholder Name	Cancel Effective Date	Policy #
City of Wisconsin Dells	09-22-2015	140787

As Clerk, I certify that by a majority vote, the above-named local governmental unit's Board/Council voted to withdraw from the Local Government Property Insurance Fund. This action was taken at the September / 21 / 2015 meeting.
Month Day Year

Nancy R. Holzern
Name of Clerk (Type or Print) Signature of Clerk Date

STATE OF WISCONSIN/OFFICE OF THE COMMISSIONER OF INSURANCE
LOCAL GOVERNMENT PROPERTY INSURANCE FUND

2801 Crossroads Drive, Suite 2200, Madison, WI 53718 -- (877) 229-0009

PREMIUM NOTICE
Policy Renewal

Policy #: 140787

Named City of Wisconsin Dells

Insured Nancy R. Holzem
300 La Crosse Street
PO Box 655
Wisconsin Dells, WI 53965

Phone (608) 254-2012

Invoice#: 29186

Policy Term: 12:01am 7/1/2015 to 7/1/2016

Billing Period: 12:01am 7/1/2015 to 7/1/2016

Due Date: 8/30/2015

Pay This Amount: \$47,381

Recent premium account information	Transaction Date	Effective Date	Amount
Policy Renewal(Billed to City of Wisconsin Dells)	6/5/2015	7/1/2015	\$47,381

Terms - 60 days from the effective date of this policy or billing date, whichever is later, the premium becomes past due and is subject to collection as provided by Sec 605.21(2)(b) of the Wisconsin Statutes.

Remove at perforation and return bottom portion.

Dec #: 26413

Printed: 6/26/2015 12:29:06 PM

Policy #: 140787

Invoice #: 29186

Return To: Local Government Property Insurance Fund
Drawer 976
Milwaukee WI 53293-0976

Policy Term: 12:01am 7/1/2015 to 7/1/2016

Billing Period: 12:01am 7/1/2015 to 7/1/2016

Due Date: 8/30/2015

Pay This Amount:: \$47,381

Billed: City of Wisconsin Dells

Nancy R. Holzem
300 La Crosse Street
PO Box 655
Wisconsin Dells, WI 53965

Amount Enclosed: 47,381.00

Please return this portion of notice with payment.

Dec #: 26413

Printed: 6/26/2015 12:29:06 PM



MUNICIPAL PROPERTY INSURANCE COMPANY
 2801 Crossroads Drive, Suite 2200, Madison, WI 53718 -- (800) 968-4670

NEW POLICY -- Policy Quotation: 211

Policy:
Term: 12:01am 10/1/2015 to 10/1/2016

Agent:

Named Insured: City of Wisconsin Dells
 Nancy R. Holzem
 300 La Crosse Street
 PO Box 655
 Wisconsin Dells, WI 53965

Phone: (608) 254-2012
County:

Coverage	Deductible	Coverage	Rate	Annual Premium
Buildings, Personal Property & Property in the Open	2,500	40,153,812	0.075	30,115
Contractors Equipment (Replacement Cost)	500	1,382,609	0.179	2,475
Monies and Securities	500	85,000	0.829	705
Pier And Wharf Additional Covered Causes of Loss	500	178,500	0.052	93

Total Annual Premium **\$33,388**

Comments

This quote is your estimated new policy premium amount with coverages and coverage amounts as shown.

This quote becomes null and void within 30 days of transaction effective date.

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 BID COMMITTEE from their August 19, 2015 meeting;

TO APPROVE the Wisconsin Dells Business Improvement District By-Laws.

Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ___ ayes; ___ nays
Date Introduced: September 21, 2015
Date Passed:
Date Published:

**City of Wisconsin Dells
Business Improvement District By-Laws**

1.) Name.

- A. The name of this organization is Wisconsin Dells Business Improvement District (BID).
- B. As used herein, "BID" shall refer to the organization of Members, as defined below and "District" shall refer to the property located within the physical boundaries identified in the BID Operating Plan as amended from time to time, which is incorporated by this reference (hereafter, the "Plan").

2.) Formation.

- A. The BID was authorized and established by Resolution No. 2467 adopted September 28, 1998 by the Wisconsin Dells Common Council and published October 7, 1998.
- B. The BID was reaffirmed and memorialized by City of Wisconsin Dells Code sec. 1.11 adopted August 17, 2015.

3.) Purpose and Powers.

- A. BID is the lead City agency for redevelopment and revitalization of Downtown Wisconsin Dells.
- B. BID shall perform all acts authorized by Wisconsin law and City direction for a Business Improvement District, including but not limited to redeveloping, developing, managing and promoting the District.
- C. The BID shall work to retain and promote existing business uses and attract and promote new businesses and other uses to the District and to otherwise implement the Plan.
- D. The Board shall have all powers necessary or convenient to implement the Plan, including the power to contract (subject to approval from the City Council for City contracts exceeding \$10,000.00).

4.) BID Plan and Audit.

- A. Annually, in conjunction with the City budget cycle, BID shall submit to the City Council a Plan which describes the current status of the district including expenditures and revenues and

anticipated projects and financing and including verification of the district's boundaries and special assessment method.

- B. The Plan shall include an independent certified audit of the implementation of the operating plan.

5.) Board of Directors.

The BID shall be managed by a Board of Directors which shall develop, modify and implement the operating plan and budget. The Board shall have seven (7) members consistent with City Code sec. 1.11.

6.) Officers.

- A. The BID shall have a chair and vice-chair appointed annually by the Mayor and confirmed by the City Council.
- B. The Chair shall set the agenda for all meeting of the Board and members and shall preside at all meetings of the Board and members.
- C. The Vice-Chair shall preside all meetings of the Board and members in the absence of the Chair.
- D. The Board shall select a Secretary who shall keep, prepare and submit minutes of the Board and Member meetings.
- E. The City Treasurer shall act as the Treasurer and financial officer for BID.
- F. The officers shall have other such powers assigned and delegated them by the City and Board.

7.) City Assistance.

Except when the BID directly contracts with vendors for outside goods and services, it will rely on City staff and employees to implement its programs and policies.

8. Members.

Owners and tenants of real estate in the BID upon which assessments are levied by the City of Wisconsin Dells for the purpose of funding the BID's operating and program costs, shall be members of the BID, although they are not members of the Board (each such owner or occupant shall hereinafter be referred to as a "Member: and all members shall collectively be referred to as the "Members"). Membership terminates when a member ceases to have an interest in such real estate, whether as an owner or as a tenant. Members shall be entitled to receive information and to advise the Board, but shall have no other rights beyond those prescribed by Wis. Stat. sec. 66.1109.

9. Membership Meetings.
General meetings of the Members shall be held at least annually, in the City at a time and place to be determined by the Board. Special membership meetings may be called by four (4) Board members. The annual meeting shall be held on or about March 15 of each year.

10. Open Meetings/Public Records.
 - A. As a governmental body, BID shall observe the requirements of the Wisconsin open meetings law.
 - B. BID shall keep a correct and complete record of all BID proceedings which shall be made available to the public in accordance with public record requirements.

11. By-Laws Amendment.
These By-laws may be amended by majority vote of the Board.

12. Committees.
The Chair, with approval of the Board, may create and appoint members to such committees as deemed necessary to implement district goals and objectives.

Approval of By-Laws

These By-Laws were approved and adopted August 19, 2015 by the Board.

Date: _____

By: _____

Name: Kelli Trumble
BID Chairperson

Date: _____

By: _____

Name: _____

Its: _____

CITY OF WISCONSIN DELLS
AUTHORIZING RESOLUTION NO. _____

ITEM 13

WHEREAS, the applicant, the City of Wisconsin Dells, is interested in obtaining a cost-share grant from Wisconsin Department of Natural Resources for the purpose of funding urban and community forestry projects or urban forestry catastrophic storm projects specified in s. 23.097(1g) and (1r), Wis. Stats.;

WHEREAS, the applicant attests to the validity and veracity of the statements and representations contained in the grant application; and

WHEREAS, the applicant requests a grant agreement to carry out the project;

NOW, THEREFORE, BE IT RESOLVED, the applicant, the City of Wisconsin Dells, will comply with all local, state, and federal rules, regulations and ordinances relating to this project and the cost-share agreement;

BE IT FURTHER RESOLVED, the applicant will budget a sum sufficient to fully and satisfactorily complete the project and hereby authorizes and empowers the City Clerk, its official or employee, to act on its behalf to:

1. Sign and submit the grant application
2. Sign a grant agreement between applicant and the DNR
3. Submit interim and/or final reports to the DNR to satisfy the grant agreement
4. Submit grant reimbursement request to the DNR
5. Sign and submit other required documentation

I hereby certify that the foregoing resolution was duly adopted by the City of Wisconsin Dells at a legal meeting held on the 21st day of September 21, 2015.

Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: _____ ayes _____ nays
Date Introduced: September 21, 2015
Date Passed:
Date Published:

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the PUBLIC WORKS COMMITTEE from their September 14, 2015 meeting;

IT APPROVES the 2014 Compliance Maintenance Annual Report for the Sanitary Sewer with an A grade for both Financial Management and Collection Systems.

Brian L. Landers, Mayor

Attest:

Nancy R. Holzem, City Clerk

Vote: _____ ayes _____ nays
Date Introduced: September 21, 2015
Date Passed:
Date Published:

Compliance Maintenance Annual Report

Wisconsin Dells Utilities

Last Updated: Reporting For:
8/19/2015 2014

Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
GRADE POINT AVERAGE (GPA) = 4				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

Compliance Maintenance Annual Report

Wisconsin Dells Utilities

Last Updated: Reporting For:
8/19/2015 2014

Financial Management

<p>1. Provider of Financial Information</p> <p>Name: <input style="width: 150px;" type="text" value="Karen Terry"/></p> <p>Telephone: <input style="width: 150px;" type="text" value="(608) 254-2012"/> (XXX) XXX-XXXX</p> <p>E-Mail Address (optional): <input style="width: 300px;" type="text" value="kterry@dellscitygov.com"/></p>																									
<p>2. Treatment Works Operating Revenues</p> <p>2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?</p> <p><input checked="" type="radio"/> Yes (0 points)</p> <p><input type="radio"/> No (40 points)</p> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: <input style="width: 50px;" type="text" value="2014"/></p> <p><input checked="" type="radio"/> 0-2 years ago (0 points)</p> <p><input type="radio"/> 3 or more years ago (20 points)</p> <p><input type="radio"/> N/A (private facility)</p> <p>2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?</p> <p><input checked="" type="radio"/> Yes (0 points)</p> <p><input type="radio"/> No (40 points)</p>	0																								
REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]																									
<p>3. Equipment Replacement Funds</p> <p>3.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: <input style="width: 50px;" type="text" value="2013"/></p> <p><input checked="" type="radio"/> 1-2 years ago (0 points)</p> <p><input type="radio"/> 3 or more years ago (20 points)</p> <p><input type="radio"/> N/A</p> <p>If N/A, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>																									
<p>3.2 Equipment Replacement Fund Activity</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">3.2.1 Ending Balance Reported on Last Year's CMAR</td> <td style="width: 5%;"></td> <td style="width: 5%; text-align: right;">\$</td> <td style="width: 30%; text-align: right;"><input style="width: 100%;" type="text" value="338,599.79"/></td> </tr> <tr> <td>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td style="text-align: center;">+</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="0.00"/></td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="338,599.79"/></td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: center;">+</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="24,218.45"/></td> </tr> <tr> <td>3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)</td> <td style="text-align: center;">-</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="8,264.98"/></td> </tr> <tr> <td>3.2.6 Ending Balance as of December 31st for CMAR Reporting Year</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="354,553.26"/></td> </tr> </table>	3.2.1 Ending Balance Reported on Last Year's CMAR		\$	<input style="width: 100%;" type="text" value="338,599.79"/>	3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	+	\$	<input style="width: 100%;" type="text" value="0.00"/>	3.2.3 Adjusted January 1st Beginning Balance		\$	<input style="width: 100%;" type="text" value="338,599.79"/>	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	\$	<input style="width: 100%;" type="text" value="24,218.45"/>	3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)	-	\$	<input style="width: 100%;" type="text" value="8,264.98"/>	3.2.6 Ending Balance as of December 31st for CMAR Reporting Year		\$	<input style="width: 100%;" type="text" value="354,553.26"/>	
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Compliance Maintenance Annual Report

Wisconsin Dells Utilities

Last Updated: Reporting For:
8/19/2015 2014

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

Circuit board replacement and associated equipment on LS-14 (Meadowbrook Lift Station).

3.3 What amount should be in your Replacement Fund? \$ 215,000.00

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the HELP link under Info in the left-side menu.

0

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- Yes
- No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- Yes - If Yes, please provide major project information, if not already listed below.
- No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Potential new Lift Station along with second Force Main. Tentative at best, pending economic development.	2000000	2018
2	Potentially construct a Bio solids processing facility for our treatment plant. We share ownership w/ Village of Lake Delton and are working through the CWFP process w/ Lake Delton and consulting engineers.	2850000	2017

5. Financial Management General Comments

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Wisconsin Dells Utilities

Last Updated: Reporting For:
8/19/2015 2014

Sanitary Sewer Collection Systems

1. CMOM Program

1.1 Do you have a Capacity, Management, Operation & Maintenance (CMOM) requirement in your WPDES permit?

- Yes
- No

1.2 Did you have a documented (written records/files, computer files, video tapes, etc.) sanitary sewer collection system operation & maintenance (O&M) or CMOM program last calendar year?

- Yes (Continue with question 1)
- No (30 points) (Go to question 2)

1.3 Check the elements listed below that are included in your O&M or CMOM program.

Goals

Describe the specific goals you have for your collection system:

Creating new CMOM program to met regulations by the August 1,2016 deadline (We are currently working w/ are consulting engineers on this). This would include substantial upgrades to our mapping system. (GIS based, so that it can be easily used for asset management).

Organization

Do you have the following written organizational elements (check only those that apply)?

- Ownership and governing body description
- Organizational chart
- Personnel and position descriptions
- Internal communication procedures
- Public information and education program

Legal Authority

Do you have the legal authority for the following (check only those that apply)?

- Sewer use ordinance Last Revised Date (MM/DD/YYYY) 02/22/2014
- Pretreatment/industrial control Programs
- Fat, oil and grease control
- Illicit discharges (commercial, industrial)
- Private property clear water (sump pumps, roof or foundation drains, etc.)
- Private lateral inspections/repairs
- Service and management agreements

Maintenance Activities (provide details in question 2)

Design and Performance Provisions

How do you ensure that your sewer system is designed and constructed properly?

- State plumbing code
- DNR NR 110 standards
- Local municipal code requirements
- Construction, inspection, and testing
- Others:

Overflow Emergency Response Plan:

Does your emergency response capability include (check only those that apply)?

- Alarm system and routine testing
- Emergency equipment
- Emergency procedures
- Communications/notifications (DNR, internal, public, media, etc.)

Capacity Assurance:

How well do you know your sewer system? Do you have the following?

Compliance Maintenance Annual Report

Wisconsin Dells Utilities

Last Updated: Reporting For:
8/19/2015 **2014**

- Current and up-to-date sewer map
- Sewer system plans and specifications
- Manhole location map
- Lift station pump and wet well capacity information
- Lift station O&M manuals

Within your sewer system have you identified the following?

- Areas with flat sewers
- Areas with surcharging
- Areas with bottlenecks or constrictions
- Areas with chronic basement backups or SSOs
- Areas with excess debris, solids, or grease accumulation
- Areas with heavy root growth
- Areas with excessive infiltration/inflow (I/I)
- Sewers with severe defects that affect flow capacity
- Adequacy of capacity for new connections
- Lift station capacity and/or pumping problems
- Annual Self-Auditing of your O&M/CMOM Program to ensure above components are being implemented, evaluated, and re-prioritized as needed
- Special Studies Last Year (check only those that apply):
 - Infiltration/Inflow (I/I) Analysis
 - Sewer System Evaluation Survey (SSES)
 - Sewer Evaluation and Capacity Management Plan (SECAP)
 - Lift Station Evaluation Report
 - Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	20	% of system/year
Root removal	16	% of system/year
Flow monitoring	0	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	1	% of system/year
Manhole inspections	10	% of system/year
Lift station O&M	12	# per L.S./year
Manhole rehabilitation	.5	% of manholes rehabbed
Mainline rehabilitation	.1	% of sewer lines rehabbed
Private sewer inspections	.5	% of system/year
Private sewer I/I removal	.02	% of private services

Please include additional comments about your sanitary sewer collection system below:

2014 construction projects required only spot repair of existing sanitary lines.

Compliance Maintenance Annual Report

Wisconsin Dells Utilities

Last Updated: Reporting For:
8/19/2015 2014

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

35.59	Total actual amount of precipitation last year in inches
34.75	Annual average precipitation (for your location)
25	Miles of sanitary sewer
19	Number of lift stations
0	Number of lift station failures
1	Number of sewer pipe failures
1	Number of basement backup occurrences
13	Number of complaints
.514	Average daily flow in MGD (if available)
.752	Peak monthly flow in MGD (if available)
0	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.04	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.04	Basement backups (number/sewer mile)
0.52	Complaints (number/sewer mile)
1.5	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
0.0	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OFERFLOWS REPORTED **				
Date	Location	Cause	Estimated Volume (MG)	
None reported				

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

Yes

No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

Yes

No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

No real changes in 2014.

Compliance Maintenance Annual Report

Wisconsin Dells Utilities

Last Updated: Reporting For:
8/19/2015 2014

5.4 What is being done to address infiltration/inflow in your collection system?

Continued daily monitoring of LS's and system. We've also rebuilt several blocks of are existing system in 2015.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the CITY PLAN COMMISSION from their September 2, 2015 meeting;

TO APPROVE the Certified Survey Map for Sauk County Parcels 291-0031, 291-0032, 291-0033, 291-0034 and 291-0035.

Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ___ ayes; ___ nays
Date Introduced: September 21, 2015
Date Passed:
Date Published:

CERTIFIED SURVEY MAP NO. _____

VOLUME: _____

PAGES: ____ Through ____

Located in the SE 1/4 of the SW 1/4 of Section 4, T13N, R6E, City of Wisconsin Dells, Sauk County, Wisconsin. Including all of Lots 1, 2, and 3, C.S.M. No. 100.

COVER SHEET

PREPARED BY: WILLIAMSON SURVEYING
AND ASSOCIATES, LLC
104 A WEST MAIN STREET
WAUNAKEE, WISCONSIN, 53597.
608-255-5705

PREPARED FOR: QUAM ENGINEERING
4604 SIGGELKOW ROAD
McFARLAND, WI

MOVIN' OUT INC.
600 WILLIAMSON ST.
MADISON, WI 53703

MIRUS PARTNERS INC.
7447 UNIVERSITY AVE. STE# 210
MADISON, WI 53562

SURVEYORS SEAL

PRELIMINARY ONLY
FOR REVIEW



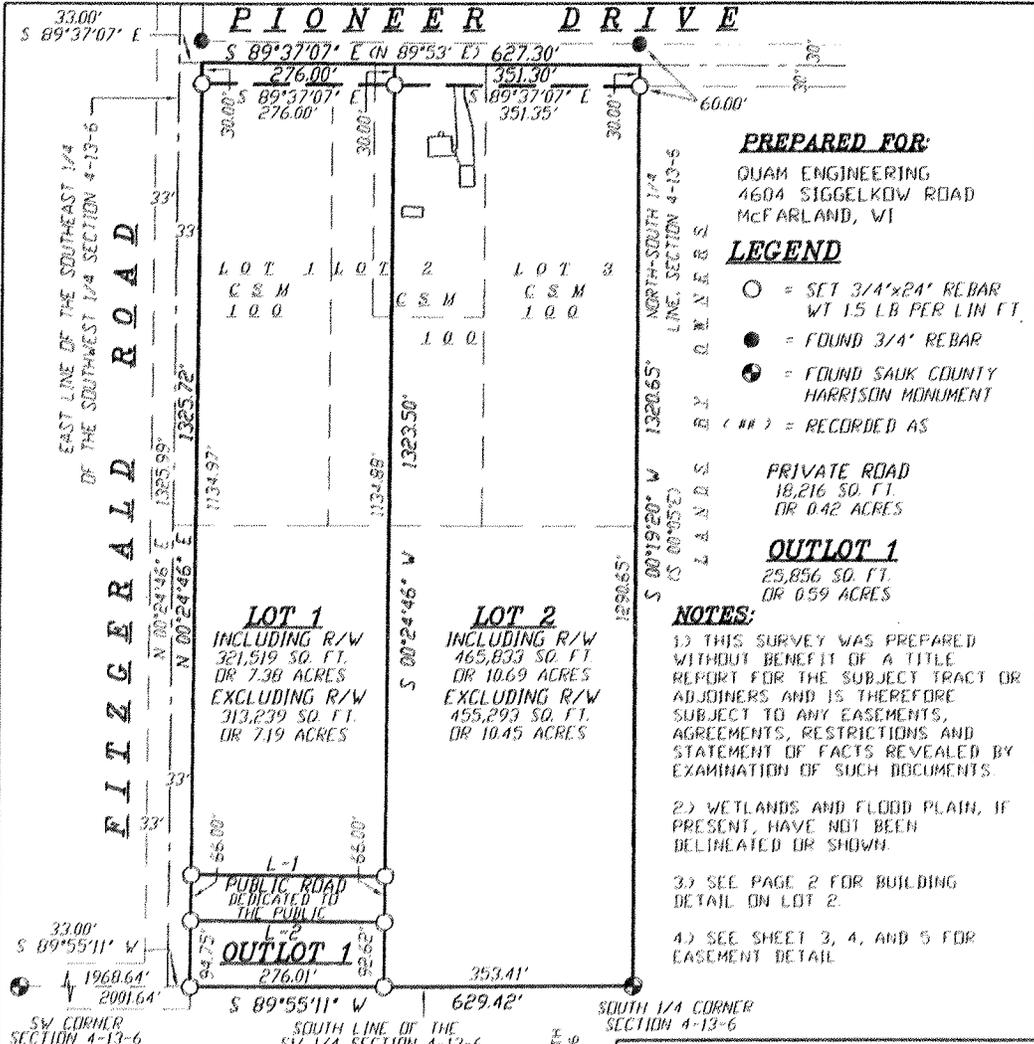
CERTIFIED SURVEY MAP

WILLIAMSON SURVEYING AND ASSOCIATES, LLC

NDA T. PRIEVE & CHRIS W. ADAMS, REGISTERED LAND SURVEYORS

104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597 PHONE: 608-255-5705

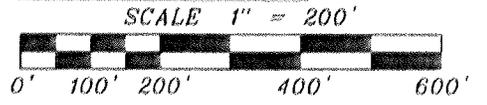
Located in the SE 1/4 of the SW 1/4 of Section 4, T13N, R6E, City of Wisconsin Dells, Sauk County, Wisconsin. Including all of Lots 1, 2, and 3, C.S.M. No. 100.



TOTAL SECTION LINE S 89°55'11" W 2631.06'

LINE TABLE:

L. #	BEARING	DISTANCE	LANDS
L-1	N 89°38'20" W	276.00'	H Y
L-2	S 89°38'20" E	276.00'	Q T H E R S



DOCUMENT NO. _____

CERTIFIED SURVEY MAP NO. _____

SURVEYORS SEAL

PRELIMINARY ONLY FOR REVIEW

15W-179



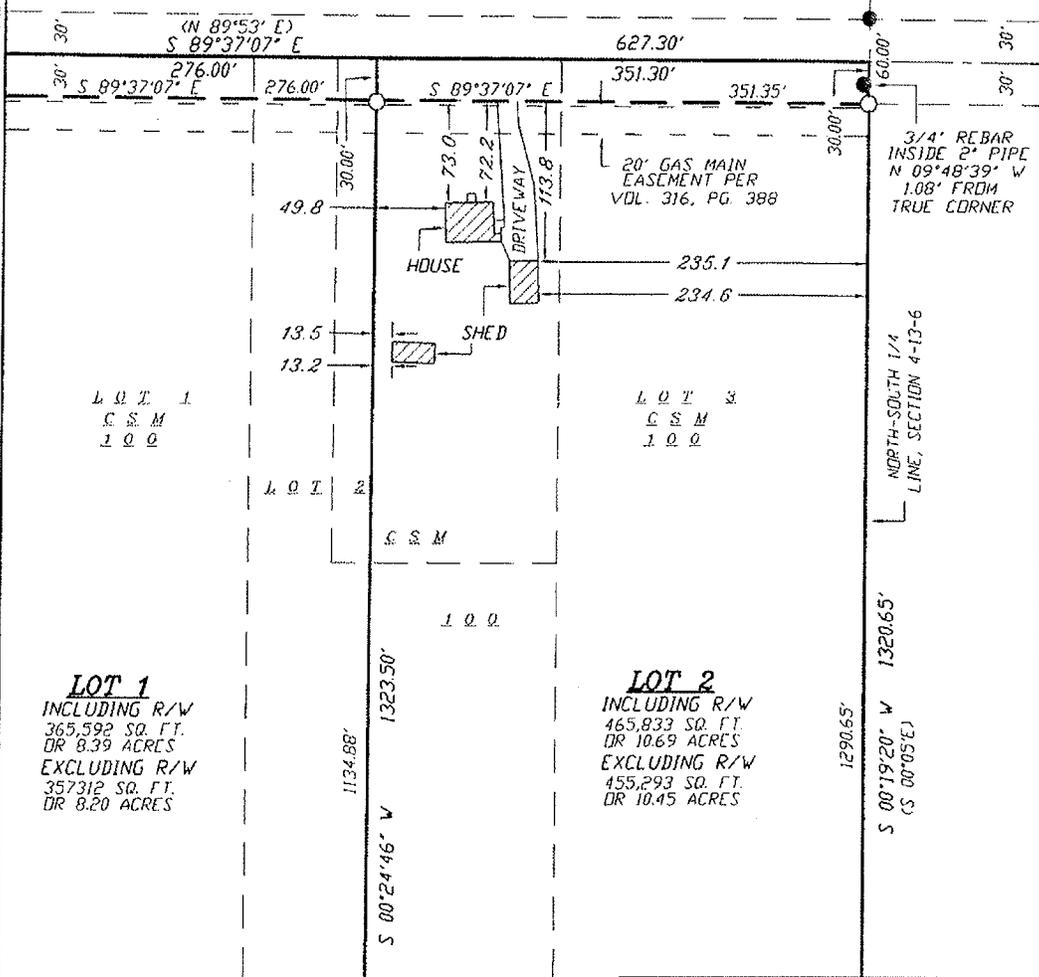
CERTIFIED SURVEY MAP

WILLIAMSDON SURVEYING AND ASSOCIATES, LLC

NDA T. PRIEVE & CHRIS W. ADAMS, REGISTERED LAND SURVEYORS
104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597 PHONE: 608-255-5705

Located in the SE 1/4 of the SW 1/4 of Section 4, T13N, R6E, City of Wisconsin Dells, Sauk County, Wisconsin. Including all of Lots 1, 2, and 3, C.S.M. No. 100.

PIONEER DRIVE



SURVEYORS SEAL

PRELIMINARY ONLY
FOR REVIEW



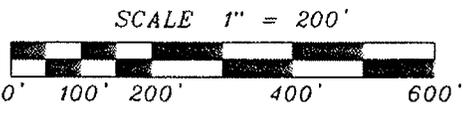
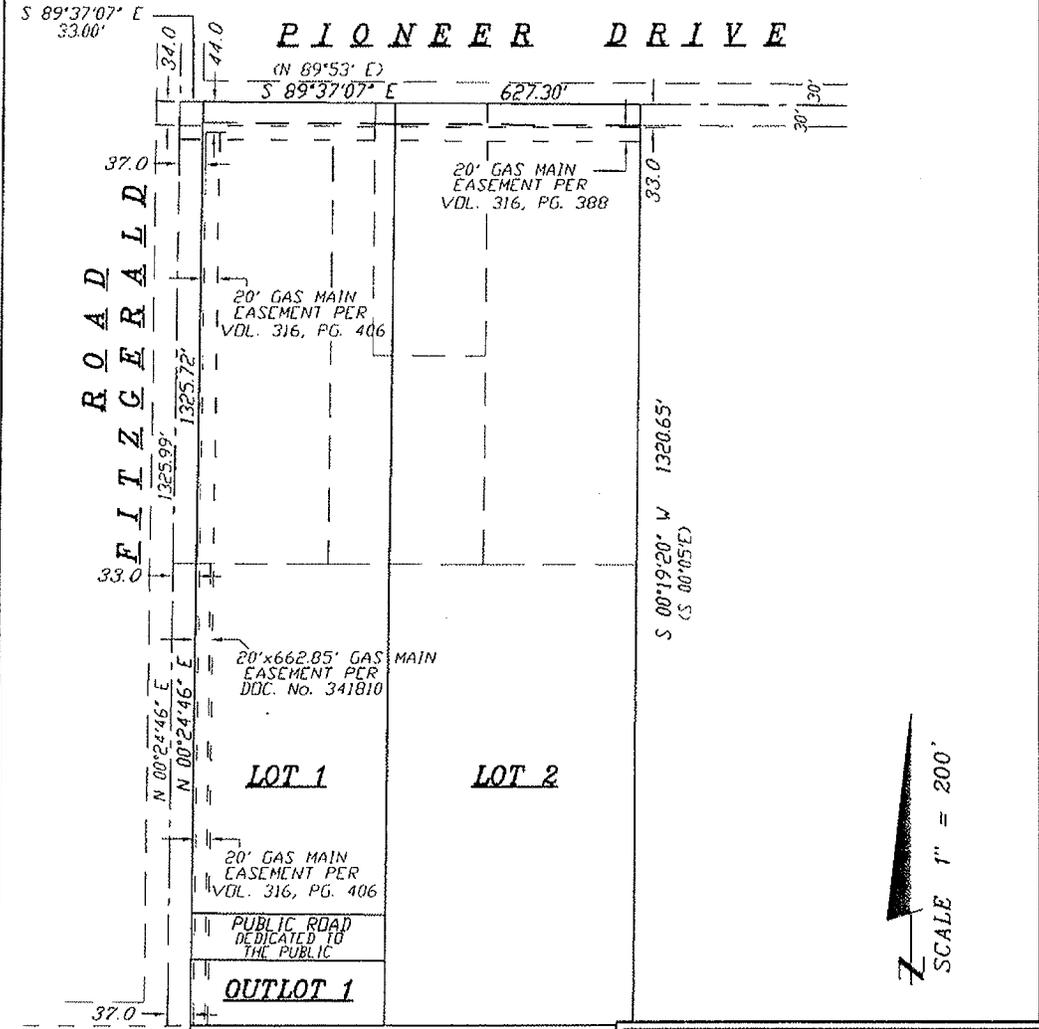
CERTIFIED SURVEY MAP

WILLIAMSON SURVEYING AND ASSOCIATES, LLC

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Located in the SE 1/4 of the SW 1/4 of Section 4, T13N, R6E, City of Wisconsin Dells, Sauk County, Wisconsin. Including all of Lots 1, 2, and 3, C.S.M. No. 100.



SURVEYORS SEAL

**PRELIMINARY ONLY
FOR REVIEW**



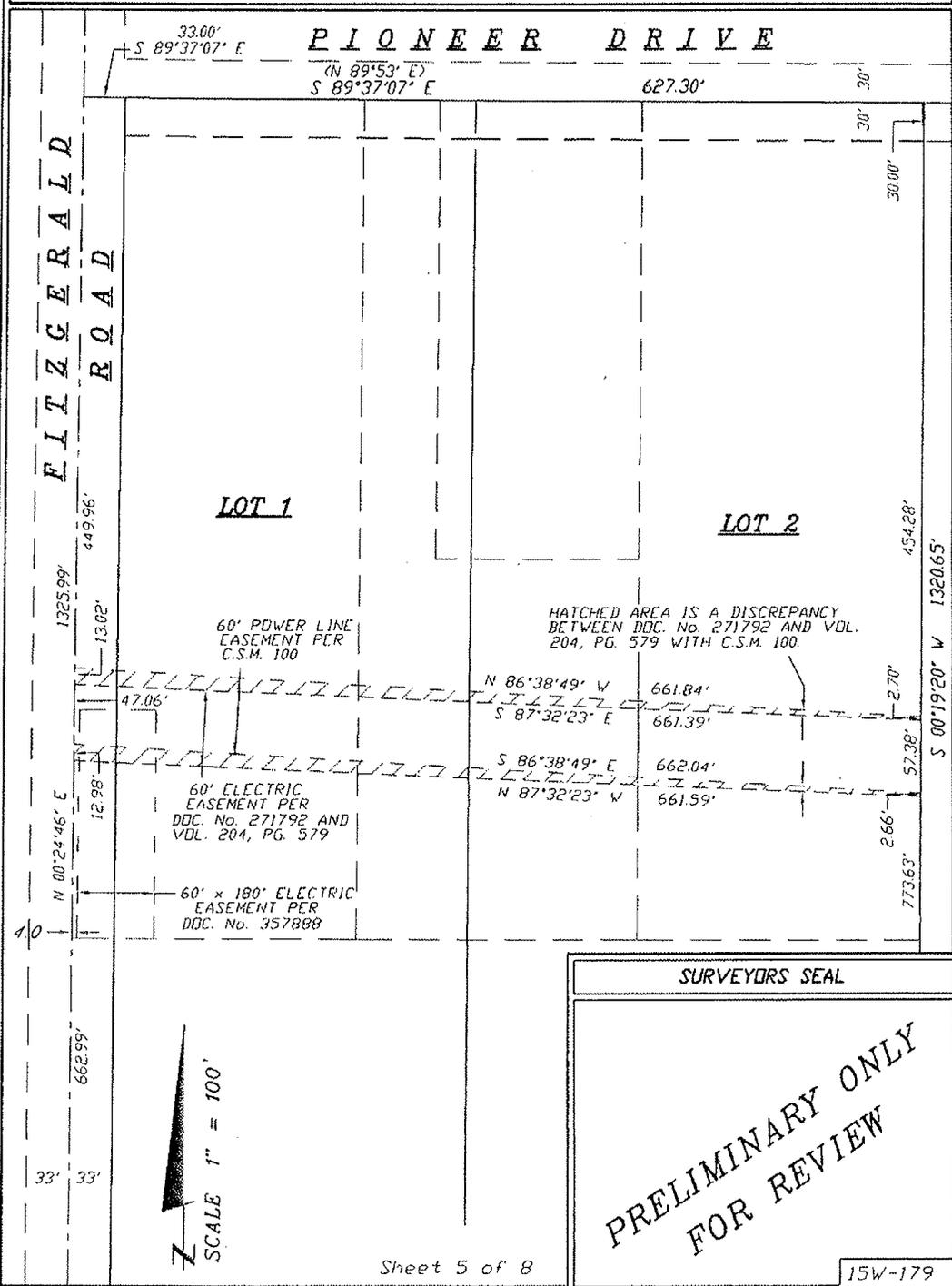
CERTIFIED SURVEY MAP

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Located in the SE 1/4 of the SW 1/4 of Section 4, T13N, R6E, City of Wisconsin Dells, Sauk County, Wisconsin. Including all of Lots 1, 2, and 3, C.S.M. No. 100.





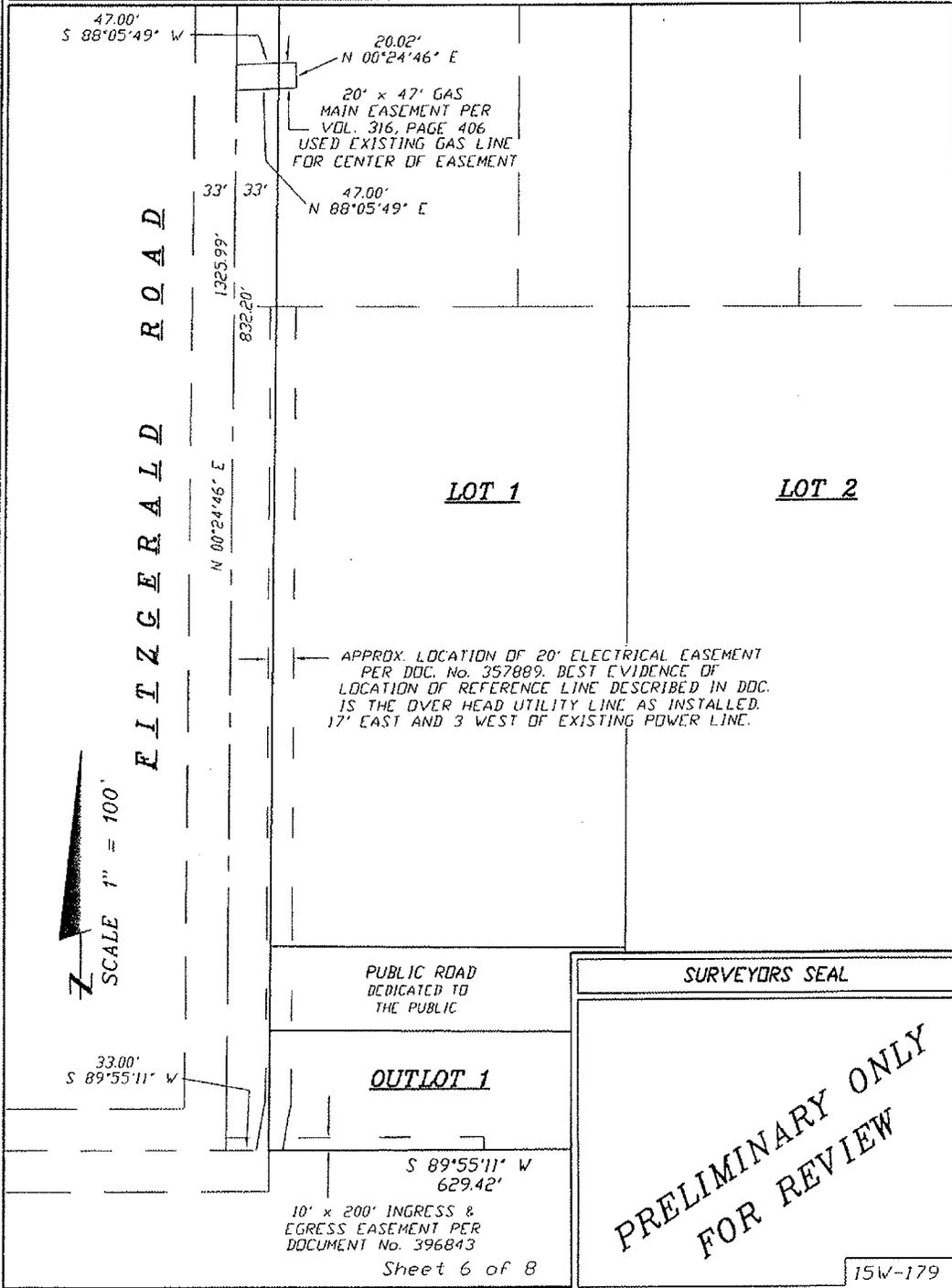
CERTIFIED SURVEY MAP

WILLIAMSON SURVEYING AND ASSOCIATES, LLC

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104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597 PHONE: 608-255-5705

Located in the SE 1/4 of the SW 1/4 of Section 4, T13N, R6E, City of Wisconsin Dells, Sauk County, Wisconsin. Including all of Lots 1, 2, and 3, C.S.M. No. 100.





CERTIFIED SURVEY MAP

WILLIAMSON SURVEYING AND ASSOCIATES, LLC

NOA T. PRIEVE & CHRIS W. ADAMS, REGISTERED LAND SURVEYORS

104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597 PHONE: 608-255-5705

Located in the SE 1/4 of the SW 1/4 of Section 4, T13N, R6E, City of Wisconsin Dells, Sauk County, Wisconsin. Including all of Lots 1, 2, and 3, C.S.M. No. 100.

SURVEYOR'S CERTIFICATE

I, Noa T. Prieve, Registered Land Surveyor hereby certify that in full compliance with the provisions of Chapter 236.34 Wisconsin Statutes, the subdivision regulations of Sauk County, and by the direction of the owners listed below, I have surveyed, divided, and mapped a correct representation of the exterior boundaries of the land surveyed and the division of that land, being part of the SE 1/4 of the SW 1/4 of Section 4, T13N, R6E, City of Wisconsin Dells, Sauk County, Wisconsin, also being Lots 1, 2, and 3, C.S.M. No. 100, more particularly described as follows:

Beginning at the South 1/4 corner of said Section 4, thence S 89°55'11" W along the South line of the Southwest 1/4 629.42 feet to the East right of way of Fitzgerald Road; thence along said right of way N 00°24'46" E, 1325.72 feet to the centerline of Pioneer Drive, thence along said Pioneer Drive S 89°37'07" E, 627.30 feet to a point of the East line of the Southwest 1/4; thence along said East line S 00°19'20" W, 1320.65 feet to the point of beginning. This parcel contains 19.09 acres or 831,424 sq. ft. and is subject to a road right of way over the Northerly boundary thereof.

Williamson Surveying and Associates, LLC
by Noa T. Prieve & Chris W. Adams

Date _____

Noa T. Prieve S-2499
Registered Land Surveyor

SURVEYORS SEAL

PRELIMINARY ONLY
FOR REVIEW



CERTIFIED SURVEY MAP

WILLIAMSON SURVEYING AND ASSOCIATES, LLC

NDA T. PRIEVE & CHRIS W. ADAMS, REGISTERED LAND SURVEYORS
104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597 PHONE: 608-255-5705

Located in the SE 1/4 of the SW 1/4 of Section 4, T13N, R6E, City of Wisconsin Dells, Sauk County, Wisconsin. Including all of Lots 1, 2, and 3, C.S.M. No. 100.

OWNERS' CERTIFICATE:

As owner, I hereby certify that I caused the land described on this certified survey map to be surveyed, divided and mapped as represented on the certified survey map. I also certify that this certified survey map is required by sec. 75.17(1)(a), Sauk County Code of Ordinances, to be submitted to the Sauk County Zoning and Land Regulation Committee for approval.

WITNESS the hand seal of said owners this _____ day of _____, 20____.

STATE OF WISCONSIN)
SAUK COUNTY)

SA Wisconsin Dells, INC.
Authorized Representative

Personally came before me this _____ day of _____, 20____ the above named _____ to me known to be the person who executed the foregoing instrument and acknowledge the same.

_____ County, Wisconsin.

Notary Public

My commission expires _____

Print Name

CITY OF WISCONSIN DELLS RESOLUTION

Resolved that this certified survey map is hereby acknowledged and approved by the City of Wisconsin Dells on this _____ day of _____, 20____.

Nancy R. Holzen
Town Clerk

REGISTER OF DEEDS:

Received for recording this ___ day of _____, 20____ at ___ o'clock ___M. and recorded in Volume _____ of Sauk County Certified Surveys on pages _____ through _____.

Brent Bailey
Register of Deeds

DOCUMENT NO. _____

CERTIFIED SURVEY MAP NO. _____

SURVEYORS SEAL

PRELIMINARY ONLY
FOR REVIEW

ITEM 16

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the CITY PLAN COMMISSION from their September 2, 2015 meeting;

TO APPROVE the termination of the Development Agreement for Oak Grove Michigan Avenue Improvements.

Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ___ ayes; ___ nays
Date Introduced: September 21, 2015
Date Passed:
Date Published:

DEVELOPMENT AGREEMENT
FOR
MICHIGAN AVENUE IMPROVEMENTS

This Agreement is by and between the City of Wisconsin Dells, a Wisconsin municipal corporation (hereinafter "the City"), Oak Grove Development, LLC (hereinafter "Oak Grove") and Central Wisconsin Community Action Council, Inc. (hereinafter "CWCAC").

Recitals:

- A. WHEREAS, Oak Grove intends to purchase certain real estate in the City currently owned by Dorothy Wick, being Tax Parcel No. 1292.02, as generally depicted on Exhibit A attached; and,
- B. WHEREAS, Oak Grove intends to develop the property as the Oak Grove Estates Condominium; and,
- C. WHEREAS, CWCAC owns certain real estate in the City, being Tax Parcel No. 877, as generally depicted on Exhibit A; and,
- D. WHEREAS, the Oak Grove and CWCAC projects will necessitate certain public infrastructure improvements; and,
- E. WHEREAS, the parties wish to work in conjunction with each other to support their respective projects; and,
- F. WHEREAS, the parties believe that the improvements contemplated by this Agreement will benefit the parties and their properties and other properties within the City limits.

AGREEMENT

NOW, THEREFORE, IN RETURN FOR THE mutual covenants contained within this

document, the parties agree as follows:

1. PROJECTS. The projects subject to this Agreement are as follows:

A. Construction of State Trunk Highway 13 and Michigan Avenue Intersection. The City shall be responsible for the design and construction of a Wisconsin Department of Transportation approved intersection at the intersection of State Trunk Highway 13 and Michigan Avenue. The design of the intersection is as generally depicted in the sketch attached as

Exhibit B. The anticipated elements of the project are generally as follows:

Unclassified excavation	\$ 1,820.00
Gravel and grade	10,500.00
Bituminous pavement	4,500.00
Curb and gutter	4,175.00
Topsoil, machine seeding	1,650.00
Traffic control	5,000.00
Engineering	2,500.00
Contingency	<u>2,855.00</u>
TOTAL	<u>\$33,000.00</u>

The anticipated costs of this project shall be generally allocated as follows:

City	19.42%	\$6,402.00
Oak Grove	36.2%	11,994.00
CWCAC	44.4%	14,652.00

B. Construction of Michigan Avenue Between State Trunk Highway and Oak Grove Estates. The City will be responsible for the design and construction of Michigan Avenue between the new intersection and the Oak Grove Estates. The anticipated elements and costs of this project shall be generally allocated between the City and CWCAC as follows:

	<u>City</u>	<u>CWCAC</u>	
Unclassified excavation	175.00	175.00	
Gravel and grade	3,375.00	3,375.00	
Bituminous pavement	1,600.00	1,600.00	
Curb and gutter	2,775.00	3,225.00	
Landscape	<u>500.00</u>	<u>500.00</u>	
	\$8,425.00	\$8,875.00	
	800.00	800.00	Engineering
	<u>825.00</u>	<u>825.00</u>	Contingency
TOTAL	<u>\$10,000.00</u>	<u>\$10,500.00</u>	

C. Construction of Michigan Avenue Within Oak Grove Estates. Oak Grove shall be responsible for the design and construction of a public street, 66 feet in width, and curb and gutter within the Oak Grove Estates Condominium Plat as generally depicted in Exhibit C attached. The design and construction of these improvements shall be consistent with City standards and specifications.

2. OTHER RELATED MATTERS.

A. Oak Grove agrees that the Oak Grove Estates Condominium project shall be constructed and maintained in a manner consistent with the site plan provided by Oak Grove in connection with his application for approval of a Multi-Family Residential Development.

B. Oak Grove and CWCAC acknowledge and agree that the development and improvement of their real estate may require modifications to or upgrades of the City's stormwater drainage system. Oak Grove and CWCAC acknowledge that they may be specially assessed for a portion of such costs attributable to their development.

C. Michigan Avenue through Oak Grove Estates shall be an open public right-of-way. The City may install appropriate traffic control signs and devices to regulate traffic volume and speed. The City may close or restrict Michigan Avenue if the public interest warrants such action.

D. Oak Grove shall work with adjoining property owners on fencing and landscaping matters to address reasonable and legitimate aesthetic and safety issues.

E. The internal Oak Grove Estates utility lines will be installed by Oak Grove in a manner consistent with City standards and specifications. Upon completion, Oak Grove shall grant to the City an easement to maintain and repair the internal utility lines.

3. GENERAL CONDITIONS.

A. The rights and obligations contained in this Agreement are assignable only with the written approval of the City.

B. This Agreement represents the complete agreement of the parties and may be amended only by a writing signed by all of the parties.

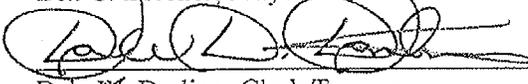
C. In the event that any single term of this agreement is found to be illegal or unenforceable, the remaining terms of this Agreement shall be given full force and effect by the Court.

D. It is understood and agreed that the terms and conditions of this Agreement shall be ruled by the laws of the state of Wisconsin; and, in the event of a dispute, venue shall be in the Circuit Court for Columbia County, Wisconsin.

E. This Agreement is contingent upon receipt of the necessary approvals by the City of Wisconsin Dells.

CITY OF WISCONSIN DELLS

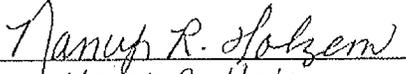
Date: 7/1/03 By: 
Ben C. Borchers, Mayor

Date: 7/1/03 By: 
Dale W. Darling, Clerk Treasurer

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF Columbia)

Personally came before me this 1st day of July, 2003, Ben C. Borchers and Dale W. Darling, to me known to be the persons who executed the foregoing instrument and acknowledged the same.


Name: Nancy R. Holzem
Notary Public, State of Wisconsin
My commission expires/is: 10-26-03

OAK GROVE DEVELOPMENT, LLC

Date: 6-25-03 By: Jerry Gallagher
Jerry Gallagher, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF Dane)

Personally came before me this 25 day of June, 2002, Jerry Gallagher,
to me known to be the person who executed the foregoing instrument and acknowledged the
same.

David McMoran
Name: DAVID MCMORAN
Notary Public, State of Wisconsin
My commission expires/is: permanent

CENTRAL WISCONSIN COMMUNITY
ACTION COUNCIL, INC.

Date: July 2, 2003 By: Fred Hebert
Name: FRED WEBER
Its: EA DR CWA C INC.

Date: _____ By: _____
Name: _____
Its: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF Columbia)

Personally came before me this 2 day of July, 2002,
_____, to me known to be the persons who
executed the foregoing instrument and acknowledged the same.

Betty A. Crum
Name: Betty A. CRUM
Notary Public, State of Wisconsin
My commission expires/is: 08/31/03

Document drafted by:
Joseph J. Hasler
LAROWE, GERLACH & ROY, S.C.
P O Box 231
Reedsburg, Wisconsin 53959
608-524-8231

PRELIMINARY

LANDS BY CWCAC

LANDS BY GANTZ

LOT 1
69,424 SF
1.59 ACRES

LANDS BY
OTHERS

Wick/Oak Grove

MICHIGAN AVENUE
66' WIDE RIGHT OF WAY
(TO BE DEDICATED TO PUBLIC)

MICHIGAN
AVENUE

LANDS BY CITY OF
WISCONSIN DELLS

LOT 2
133,726 SF
3.07 ACRES

LANDS BY
OTHERS

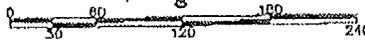
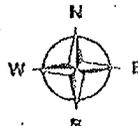
Wick/Oak Grove

LOT 3
32,970 SF
0.74 ACRES

LANDS BY OTHERS

LOT 4
23,106 SF
0.53 ACRES

HANTZ



OAK GROVE ESTATES
9/11/02

POB ENGINEERING INC.
LAND SURVEYING
LANDSCAPE ARCHITECTURE
SCOTT GROHOLSKI
RLS #2291

EXHIBIT

A

STATE BAR OF WISCONSIN FORM 1 - 1998
WARRANTY DEED

Document Number _____

This Deed, made between City of Wisconsin Dells, a
Wisconsin Municipal Corporation

Grantor,
and Oak Grove Development, LLC, a Wisconsin Limited
Liability Company

Grantee.
Grantor, for a valuable consideration, conveys to Grantee the following
described real estate in _____ County, State of Wisconsin
(the "Property"):

Out Lot One (1) and Lot Three (3), Columbia County
Certified Survey Map No. 3957, Recorded in the Office
of the Register of Deeds for Columbia County on the
2nd day of May, 2003, in Certified Survey Maps,
Volume 27 at Page 73 as Document No. 683533.

Located in the Southwest Quarter of the Southwest
Quarter (SW 1/4 SW 1/4) and the Northwest Quarter of
the Southwest Quarter (NW 1/4 SW 1/4) of Section 2
and the Southeast Quarter of the Southeast Quarter
(SE 1/4 SE 1/4) and the Northeast Quarter of the
Southeast Quarter (NE 1/4 SE 1/4), Section 3,
Township 13 North, Range 6 East, City of Wisconsin
Dells, Columbia County, Wisconsin.

This conveyance corrects and replaces a conveyance
recorded on May 9, 2003 as Document No. 684197.

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except

Dated this _____ day of _____

(SEAL)

Beri Borchner (SEAL)

• Beri Borchner, Mayor

(SEAL)

Dale Darling (SEAL)

• Dale Darling, Clerk/Treasurer

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

State of Wisconsin, }
County, } ss.

authenticated this _____ day of _____

Personally came before me this _____ day of _____, the above named

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by §706.06, Wis. Stats.)

_____ to
me known to be the person _____ who executed the foregoing
instrument and acknowledge the same.

THIS INSTRUMENT WAS DRAFTED BY

Joseph J. Hasler

Notary Public, State of Wisconsin
My commission is permanent. (If not, state expiration date.)

LaRowe, Gerlach & Roy, S.C.
(Signatures may be authenticated or acknowledged. Both are not
necessary.)

* Names of persons signing in any capacity must be typed or printed below their signature.

Returned to Joe

**AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
OF
OAK GROVE ESTATES CONDOMINIUM
TO REMOVE LAND FROM CONDOMINIUM**

Parcel No. _____

WHEREAS, a Declaration of Condominium of Oak Groves Estates Condominium was duly made on the 7th day of May, 2003 by the declarant, Oak Grove Development, LLC, and was thereafter duly recorded in the Office of the Columbia County Register of Deeds on the 9th day of May, 2003 in Volume 2, Page 52 of Condominium Plats, as Document No. 684198; and,

WHEREAS, such Declaration established a Plat for 40 individual residential condominiums units to be built within the dedicated three parcels of property, described as Lots 1, 2, and 3, together with Outlot 1, all as included and further described in Certified Survey No. 3957, Recorded in the Office of the Columbia County Register of Deeds on the 2nd day of May, 2003, in Certified Survey Maps, Volume 27, at Page 73 as Document No. 683533; and,

WHEREAS, the Declarant is currently and continues to be the sole and exclusive owner of the units of the condominium, there being only four (4) units constructed to date, which are owned by the Declarant, and all other lands and interests of the condominium being similarly owned by the Declarant and by no other; and,

WHEREAS, the Declarant desires to remove all of Lots 2, 3 and Outlot 1 of the Certified Survey referred to above from the Condominium with the possibility that such property may be sold and developed for purposes other than for condominium or other multi-family residential housing; but that the Condominium will remain in full force and effect for all of Lot 1 of such Certified Survey and for the eight (8) units contained in that portion of the original Plat of the Condominium,

NOW, THEREFORE, by this instrument of removal and pursuant to the provision of the Wisconsin Condominium Act, Section 703.28, Wis. Stats., the Declarant does hereby remove all of the lands formerly referred to as Lots 2, 3 and Outlot 1 of Certified Survey Map No. 3957, Recorded in the Office of the Columbia County Register of Deeds on the 2nd day of May, 2003, in Certified Survey Maps, Volume 27, at Page 73 as Document No. 683533 and to remove such lands from the Condominium Declaration and Condominium Plat with the possibility that such property may be sold and developed for purposes other than for condominium or other multi-family residential housing; but that the Condominium will remain in full force and effect for all of the

387

683533

STATE OF WISCONSIN
COLUMBIA COUNTY
RECEIVED FOR RECORD

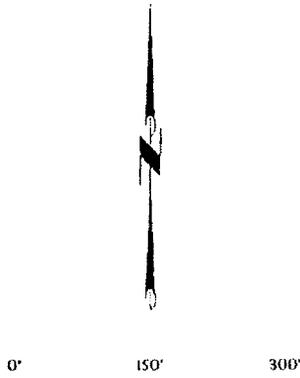
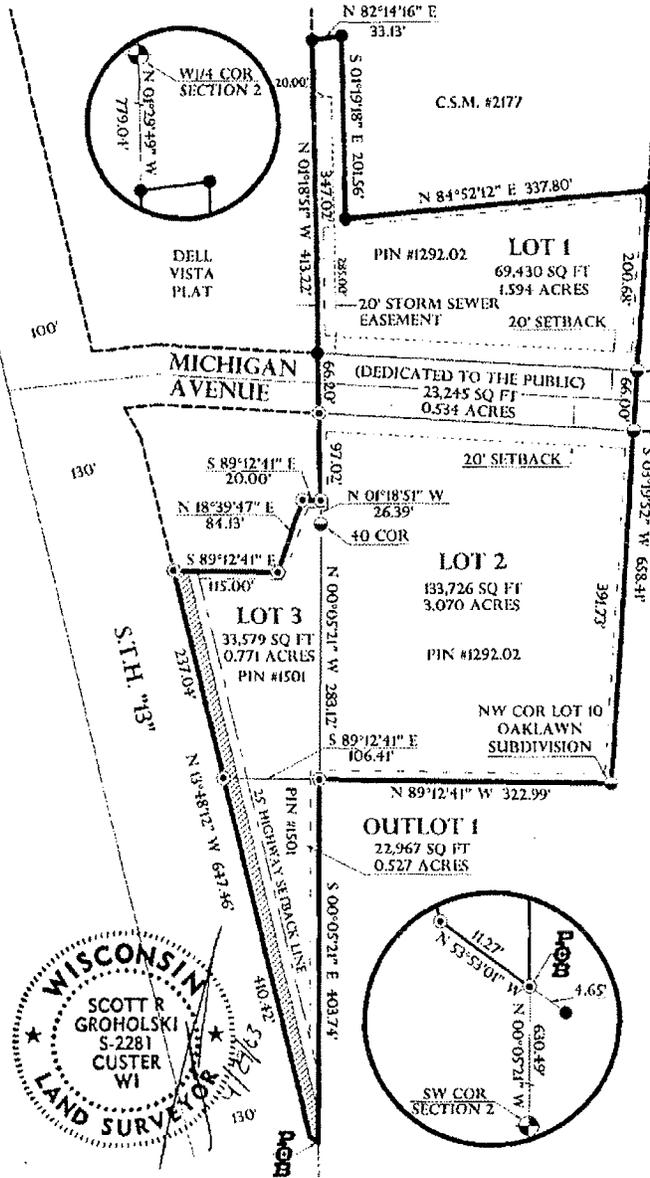
MAY 2 2003

CERTIFIED SURVEY MAP 3957

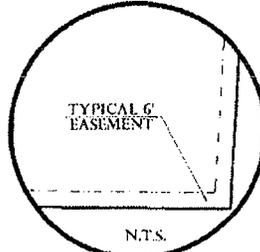
Denny Jull
Reg of Deeds at 910A M

Vol 27 Page 73

A CERTIFIED SURVEY MAP FOR
MCKEE ASSOCIATES, INC.,
LOCATED IN THE SW 1/4 OF THE SW 1/4 AND THE
NW 1/4 OF THE SW 1/4 OF SECTION 2 AND THE
SE 1/4 OF THE SE 1/4 AND THE NE 1/4 OF THE SE 1/4,
SECTION 3, TOWNSHIP 13 NORTH,
RANGE 6 EAST, CITY OF WISCONSIN DELLS,
COLUMBIA COUNTY, WISCONSIN.



TYPICAL UTILITY EASEMENT



FIRST ADDITION TO OAK LAWN SUBDIVISION

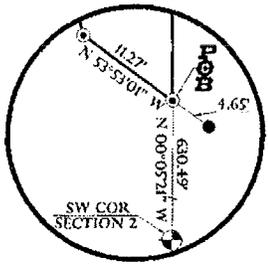
DOT FILE #11-013-0095-03

BASE FOR BEARING

IS THE EAST LINE OF THE SW 1/4 OF THE SW 1/4, RECORDED TO BEAR N00°05'21"W. (REF CSM #3177)

LEGEND

- 1" IRON PIPE SET
- 3/4" RE-BAR FOUND
- 2" IRON PIPE FOUND
- HARRISON MONUMENT
- SETBACK LINES
- ▨ DENOTES NO ACCESS



BOB POINT LAND SURVEYING
LANDSCAPE ARCHITECTURE
SCOTT GROHOLSKI
RLS #2281
BEGINNING INC.

THIS INSTRUMENT WAS DRAFTED BY SCOTT GROHOLSKI AND DRAWN BY SCOTT GROHOLSKI

FIELD BOOK 9 PAGE 1 PAGE 1 OF 4 PAGES
JOB # 02-616

ITEM 17

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 September 21, 2015 meeting;

TO APPROVE the Dock Use Agreement between the City and Dells Boat Tours, LLC and Dells Duck Tours, Inc. for the 2016-2017 season.

Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: _____ ayes _____ nays
Date Introduced: September 21, 2015
Date Passed:
Date Published:

**CITY OF WISCONSIN DELLS
DOCK USE AGREEMENT**

This Agreement is made and entered into this ____ day of September, 2015, by and between City of Wisconsin Dells, located in Adams, Columbia, Juneau and Sauk Counties, Wisconsin, a Wisconsin municipal corporation (hereinafter "City"), Dells Boat Tours, LLC, a Wisconsin limited liability company (hereinafter "Tours") and Dells Duck Tours, Inc., a Wisconsin corporation (hereinafter "Dells Ducks").

WITNESSETH:

A. City owns certain real property fronting on the Wisconsin River and generally located between Broadway and the Eddy Street Bridge, and said real property (hereinafter "subject premises") is generally depicted in the sketch/map attached hereto as Exhibit A.

B. The subject premises have been the site of a dock and pier from which passengers have been loaded on and unloaded from sightseeing boats operated on the Wisconsin River for many years by Dells Boat Company, Olson Boat Lines, Inc., Riverview Boat Line, Inc., Tours, Dells Ducks and others.

C. Tours and Dells Ducks (collectively "licensees") wish to enter into an agreement providing for the use of the subject premises by licensees for the 2016 and 2017 seasons, and provide for certain obligations with respect to the usage thereof by licensees for the loading and unloading of passengers to and from sightseeing boats at such location for the 2016 and 2017 seasons, and wish to memorialize such agreement.

For good and valuable consideration, it is agreed by and between the parties hereto, as follows:

1. License. City hereby grants to Tours (and to any assignee or sub-licensee of Tours hereunder) and to Dells Ducks the exclusive right to use the subject premises as the site of a dock and pier from which passengers and crews may be loaded and unloaded to and from commercial sightseeing boats operated on the Wisconsin River by Tours (or any assignee or sub-licensee of Tours hereunder) or by Dells Ducks (or its assignees and sub-licensees) shall be permitted to use five-sixths (5/6) of the dock space for loading and unloading, and Dells Ducks shall be permitted to use one-sixth (1/6) of the dock space for loading and unloading. Dells Ducks shall use the dock and pier areas used by it in the 2010 season during the term hereof, and Tours shall use the rest of the space on the subject premises.

2. Property Included. The aforesaid exclusive right to make use of the subject premises shall include the exclusive right to use the pier, decking and other accessories annually installed, maintained and removed pursuant to the 1980 Municipal Dock Commercial Use and Maintenance Agreement, dated June 16, 1980, and all other personal property or fixtures of City located on the subject premises, whether installed by City or not.

3. No Warranties. Except as otherwise provided hereafter, City makes no representations or warranties with the regard to the condition of the pier, decking and other accessories, or other personal property or fixtures which are located on the subject premises, and Tours, its assignees or sub-licensees, and Dells Ducks accept the pier, decking and other accessories, and all other personal property and fixtures located on the subject premises, whether installed by City or not, in "AS IS" condition, without any warranty, express or implied.

4. Expenses; Payment. Tours and Dells Ducks will bear and pay all costs and expenses relating to the installation, maintenance or removal of the pier, decking and other accessories, and other personal property or fixtures located on the subject premises and owned by City as of the date hereof, and the cost of all utilities serving the subject premises, including, but not limited to, electric, water and sewer charges related to their use of the subject premises. Such costs and expenses shall be shared by Tours and Dells Ducks in the following proportions: five-sixths (5/6) of such expenses and costs shall be borne by Tours; one-sixth (1/6) of such expenses and costs shall be paid by Dells Ducks. In the event that Tours, or its assignees or sub-licensees, incur any expense or make any payment hereunder for or on behalf of Dells Ducks, and for an item for which Dells Ducks is required hereunder to share in such cost or expense, Tours, or its assignees or sub-licensees, shall bill Dells Ducks for the cost thereof not more often than monthly, and not less often than quarterly, for the actual and reasonable costs thereof. Any charges for services, work and expenses performed by a third party shall be charged to Dells Ducks at the actual cost thereof, without any mark-up received by Tours. Dells Ducks shall pay Tours, or its assignee or licensee, any such sum so billed to Dells Ducks within thirty (30) days after receipt of a statement therefore. Any sum unpaid thereafter shall accrue interest at the rate of 12% per annum. The utilities which are subject to this provision shall be billed in the name of Tours, or one or more of its assignees or sub-licensees.

5. Access. Tours, its assignees or sub-licensees, Dells Ducks, and all of their guests, passengers, agents, invitees and employees, may have access to the subject premises over any lands owned by City which are adjacent to the subject premises.

6. Ticket Booths. Tours and Dells Ducks may not erect, install or maintain any ticket booths on the subject premises.

7. Definition of "Subject Premises". For purposes hereof, the term "subject premises" is limited to the real property specified on Exhibit A and highlighted thereon. The term "subject premises" shall in no event include any public streets, sidewalks or other public rights-of-way which adjoin the subject premises and which are not included within the highlighted area set forth on Exhibit A.

8. Condition of Subject Premises. Tours and Dells Ducks represent that they have inspected and examined the subject premises and accept them in their present condition and agree that City shall not be required to make any improvements or repairs upon the subject premises. Tours and Dells Ducks agree to keep the licensed premises in good order, condition and repair, at their sole cost and expense. Tours and Dells Ducks will quit and surrender possession of the subject premises peaceably and in as good order and condition as the premises

were at the commencement of the term of this Agreement, reasonable wear and tear, damage by the elements, and fire or other casualty loss excepted. All costs provided for herein shall be shared between Tours, or its assignees or sub-licensees, and Dells Ducks in the following proportions: five-sixths (5/6) of the costs thereof shall be paid by Tours, or its assignees or sub-licensees; one-sixth (1/6) of the cost thereof shall be paid by Dells Ducks. All maintenance, repair or other work required to be done to the subject premises by virtue of this section shall be carried out by Tours, or its assignees or sub-licensees. Tours, or its assignees or sub-licensees, shall bill Dells Ducks and Dells Ducks shall pay for such maintenance and repair expenses in the same manner as provided in section 4 above. The obligations of this section shall extend to all stairways, ramps, and other means of ingress to and egress from the subject premises, but shall not include any streets, sidewalks or other public rights-of-way adjacent to the subject premises, or to any property of any other or third party.

9. Taxes. Tours and Dells Ducks shall each pay all taxes levied and assessed upon any personal property, fixtures and improvements belonging to such party and located upon the subject premises. The real estate constituting the subject premises and the personal property and fixtures owned by City and located thereon, as to which exclusive rights are granted hereby, will remain the property of City, subject to this Agreement, and it is the intent of the parties that such property shall not be subject to real or personal property taxes during the term of this Agreement.

10. Indemnity; Insurance. Tours, and its assignees or sub-licensees, and Dells Ducks shall severally hold City harmless from and with respect to any loss, costs or damage that may be suffered or incurred by City as a consequence of the use and occupancy of the subject premises by any of them, or by their agents, guests, passengers, customers or employees, provided however that any such person or entity shall only be liable to the extent that such party's willful or negligent acts or omissions caused the loss, costs or damages suffered by the City. There shall be no joint liability hereunder, and none of the parties hereto shall be liable for any act or omission of any third party who is not an officer, agent or employee of such party. Tours and Dells Ducks each agree to deliver to City, upon execution of this Agreement, a copy of a public liability and property damage insurance policy satisfactory to City, with an original certificate of insurance certifying that such insurance is in full force and effect, which policy shall name City as an insured thereunder and shall provide liability insurance coverage for City in the amount of not less than \$1,000,000.00 combined single limits coverage, and each party hereto shall keep such policy in full force and effect during the term of this Agreement.

11. Compliance with Laws. Tours and Dells Ducks severally warrant that all of their operations on the subject premises shall comply fully with all federal, state, county and municipal laws and regulations, including environmental laws and regulations, during the term hereof, and that each such party shall comply with all requirements for permits for the subject premises under any such laws and regulations. Tours, its assignees or sub-licensees, and Dells Ducks shall be jointly responsible for making the subject premises comply with the Americans with Disabilities Act of 1990, except with respect to any conditions which exist on the subject premises as of the date hereof. Tours, its assignees and sub-licensees, and Dells Ducks shall have no liability with respect to any conditions on the subject premises which are in violation of or do

not comply with the Americans with Disabilities Act of 1990, and any regulations thereunder, as of the date hereof.

In the event that Tours or Dells Ducks are required to make improvements or changes to the subject premises under the Americans With Disabilities Act which, in the judgment of such parties, are not economical under reasonable commercial standards, Tours or Dells Ducks may terminate their obligations and rights hereunder at any time thereafter, upon not less than thirty (30) days advance written notice to City. In the event that City is required to make any changes or improvements to the subject premises to comply with the Americans with Disabilities Act which, in the judgment of City is not economical under reasonable commercial standards, City may terminate this Agreement at any time thereafter upon not less than thirty (30) days advance written notice to the other parties.

The obligation hereunder of Tours and Dells Ducks shall extend to the sidewalks, ramps and other means of ingress to or egress from the subject premises, but shall not include any streets, sidewalks or rights-of-way of City which are not included within the description of subject premises on Exhibit A hereto or to any property of any other or third party.

12. Inspection. City may enter upon the subject premises at any time for any purpose, including, but not limited to, having access to a City utility station which is situated upon City land adjacent to the subject premises.

13. Term. The term of this Agreement shall be for a period of two (2) years, commencing September 21, 2015 and ending on September 21, 2017.

14. Notices. Any notices that are required herein or which either City, Tours, its assignees or sub-licensees, or Dells Ducks may serve upon any other party hereto shall be in writing and be deemed served when delivered personally or when deposited in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, and addressed to City at 300 La Crosse Street, Wisconsin Dells, Wisconsin 53965, directed to the attention of the Mayor or City Clerk, or to Tours, its assignees or sub-licensees, as follows: Dells Boat Tours, LLC., P.O. Box 117, Wisconsin Dells, Wisconsin 53965; or, Dells Duck Tours, Inc., ATTN: George Field, P.O. Box 11, Wisconsin Dells, Wisconsin 53965.

15. No Lease. All of the parties hereto acknowledge and agree that this is not a lease of real property and Tours, its assignees or sub-licensees, and Dells Ducks acknowledge and agree that they have no legal rights as tenants under this Agreement or any renewals thereof.

16. Assignment and Sub-License. Tours and Dells Ducks may not assign or sub-license their interests in this Agreement without the consent, in writing, of City.

17. Binding Effect; Survival. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be modified only by an instrument signed in writing by authorized representatives of the parties hereto. In the event of a termination of this Agreement as to one or both of the licensees, the indemnification obligations hereunder shall survive the termination.

18. Default. In the event of a default by any party hereto, any party asserting that such a default exists shall provide notice thereof of not less than ten (10) days duration to the defaulting party, and such defaulting party shall have a period of ten (10) days from and after the date of receipt of such notice in which to cure such default, except that in the case of a default which cannot reasonably be cured within such ten (10) day period (other than defaults with respect to payment of money), the initiation of reasonable and diligent efforts on the part of the defaulting party to cure such default shall be sufficient if concluded within a reasonable time period. In the event that such default is not cured, then the party asserting the existence of such default shall be entitled to any and all remedies provided by law, including in the case of the City, termination of the defaulting licensee. Termination of the rights of Tours or of Dells Ducks under this Agreement as a consequence of such default, shall not terminate the rights of the other licensee, and the rights of the non-defaulting party shall continue under this Agreement, except that the non-defaulting licensee shall assume the obligations of the terminated licensee which arise thereafter for maintenance, repairs and insurance.

19. Fee. Notwithstanding City Code sec. 8.02(4), Fee shall be \$2,500 for the first leased dock and \$750 for any additional dock. Therefore, Dells Boat Tours and Dells Ducks Tours shall pay to the City the aggregate sum of Eight Thousand and no/100 (\$8,000.00) annually, payable as follows:

	<u>Tours</u>	<u>Dells Ducks</u>
On or before August 1	\$ 2,750.00	\$1,250.00
On or before September 1	\$ 2,750.00	\$1,250.00

20. Right of First Refusal. In the event that the City offers to continue any arrangement during the first year after the expiration or termination of this Agreement with any party for the use of the facilities covered by this Agreement, the City agrees to provide prior written notice of the terms of such offer to Tours and Dells Ducks, and Tours and Dells Ducks shall have the right to accept such offer of the City for the use of such premises within 10 days thereafter by written notice to the City, with rights to the use of such facilities to be divided between Tours and Dells Ducks on the same basis as set forth in this Agreement.

SIGNATURES ON FOLLOWING PAGE

Dated this 21st day of September 2015.

CITY OF WISCONSIN DELLS

By: _____
Brian Landers, Mayor

By: _____
Nancy R. Holzem, City Clerk/Coordinator

DELLS BOAT TOURS, LLC

By: _____
Its: _____

DELLS DUCK TOURS, INC.

By: _____
Its: _____

DOCK USE AGREEMENT PAYMENTS:

Dock Use Agreement with the City of Wisconsin Dells

#100233

Dells Boat Tours, LLC	On or before August 1	\$2,750.00
P O Box 630	On or before September 1	\$2,750.00
WI Dells, WI 53965		

#100235

Dells Duck Tours, Inc.	On or before August 1	\$1,250.00
P O Box 11	On or before September 1	\$1,250.00
WI Dells, WI 53965		

ITEM 18

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 September 21, 2015 meeting;

TO APPROVE Affordable Housing Development Agreement with Mirus Partners, Inc. and Mirus Wisconsin Dells, LLC for the Pioneer Ridge multi-family housing development.

Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: _____ ayes _____ nays
Date Introduced: September 21, 2015
Date Passed:
Date Published:

**460 Pioneer Drive
Affordable Housing
Development Agreement**

(City of Wisconsin Dells – Mirus Partners, Inc. and Mirus Wisconsin Dells, LLC)

This Agreement is by and between the City of Wisconsin (the “City”) and Mirus Partners, Inc. (“Mirus”), and Mirus Wisconsin Dells, LLC (the “Owner”).

RECITALS

A. The City is a municipal corporation organized under the laws of the State of Wisconsin with its principal place of business located at:

300 LaCrosse Street
Wisconsin Dells, Wisconsin 53965

B. Mirus is a Wisconsin corporation organized under Wis. Stat. Chap. 180 with its principal place of business located at:

7447 University Avenue, Suite 210
Middleton, WI 53562

Owner is a Wisconsin limited liability company organized under Wis. Stat. Chap. 183 with its principal place of business located at:

7447 University Avenue, Suite 210
Middleton, WI 53562

C. The property which is the subject matter of this Agreement is located at 460 Pioneer Drive, Wisconsin Dells, Wisconsin 53965; and, legally described as follows (the “Property”):

See Exhibit A

D. The Property is located in Tax Incremental District Two (2) (TID 2) created by the City pursuant to Wis. Stat. § 66.1105 and Common Council Resolution No. 2695, dated November 20, 2000. The Common Council of the City adopted

City of Wisconsin Dells Tax Incremental Finance District #2 Project Plan, dated September 2000, Project #850001, which was subsequently supplemented by City of Wisconsin Dells, Wisconsin Amendment of Tax Increment Finance District #2 Blight District Project Plan, dated July 31, 2006 (the "Project Plan").

- E. Owner proposes to purchase the Property and to construct and develop a 72-unit housing project, of which 61 units will be income restricted for qualified residents, with related amenities and appurtenances (the "Project").
- F. Owner has been awarded Low Income Housing Tax Credits in the annual amount of \$723,750.00 from Wisconsin Housing and Economic Development Authority (WHEDA).
- G. Owner requires additional public financial support for the Project in the form of tax incremental financing which the City is prepared to provide pursuant to this Agreement.

AGREEMENT

- 1. Representations of the City.
 - A. Execution of this Agreement has been duly authorized.
 - B. There are no actions, suits or other legal proceedings pending or threatened that would prevent, hinder or limit the City's ability to perform its obligations under this Agreement.
 - C. There are no park or developer or other fees that Owner will be required to pay related to this project; except, NONE.

D. The City's contribution to Mirus pursuant to this Agreement will assist the redevelopment of areas in which the City and its Community Development Authority are authorized to act.

2. Representations of Owner and Mirus.

A. Owner is a limited liability company, organized under the laws of the state of Wisconsin and validly existing. Mirus is a corporation organized under the laws of the state of Wisconsin and validly existing.

B. This Agreement and all other documents required to be executed and delivered by Owner and Mirus have been and will be duly and validly authorized, executed and delivered by Owner and Mirus and enforceable against them, as applicable, in accordance with their terms.

C. The execution and delivery of this Agreement and the completion of the transactions contemplated in this Agreement and the execution and delivery of documents required to be executed, delivered and acknowledged by Owner and Mirus will not violate any provisions of the Articles of Incorporation or Bylaws of Mirus, the Articles of Organization and Operating Agreement of Owner, or any other contract agreement, court order or decree to which Mirus or Owner may be subject.

3. Obligations of the City.

A. Provide to Mirus a development incentive assistance grant from TID 2 funds in the amount of \$715,000.00 (the "Grant").

B. The Grant funds shall be payable to Mirus as follows:

\$357,500.00 upon acquisition of the Property; \$250,250 on or after March 1, 2016, and \$107,250.00 upon issuance of the final certificate of occupancy permit for the Project. With each draw, Owner shall submit a standard form of draw request to the City identifying the disbursements to be made and the source(s) of Funds (and the respective amount from each source) to be applied in making each disbursement.

- C. Re-Zone the Property consistent with the intended purpose and scope of the Project, and approve the Project as provided by applicable City ordinance, including zoning and land use.

4. Obligations of Mirus.

- A. Mirus shall loan the proceeds of the Grant to the Owner for use in the development and construction of the Project (the "TIF Loan"). The TIF Loan shall be evidenced by a Promissory Note (the "Owner Note") made by Owner in favor of Mirus and shall be secured by a subordinate Mortgage on the Property (the "Mortgage").
- B. Mirus shall execute and deliver a collateral assignment of the Owner Note and Mortgage to the City as security for Mirus and Owner's obligations under this Agreement pursuant (the "Collateral Assignment").

5. Obligations of Owner.

- A. Acquire the Property.
- B. Construct the Project on the Property with a start date of no later than December 31, 2015, with substantial completion by December 31, 2016. The Project to be constructed in accordance with plan specifications

approved by the City (the “Plan Approvals”). In connection with the Plan Approvals, Owner shall comply with the conditions set forth on the attached **Exhibit B**.

- C. The Project cost shall be approximately \$11,700,000, with an initial assessment for real estate taxes of approximately \$2,900,000.00 dollars.
- D. The Project shall be operated and leased in accordance with the LURA (defined below).
- E. Obtain all necessary zoning approvals, licenses and permits for the Project.
- F. Maintain all of the improvements on the Property in accordance with all local, state and federal codes and regulations.
- G. Comply with all WHEDA requirements with respect to the LIHTCs, including but not limited to the requirement that Owner enter into a Land Use Restriction Agreement (“LURA”) consisting of a recorded restrictive covenant requiring Owner to comply with the eligibility requirements for a total of 30 years, except as otherwise provided therein.
- H. Owner shall comply with WHEDA maximum family income and rent limits in effect from time to time as determined by WHEDA.
- I. Grant the City or its designee access for inspection during construction.
- J. Annually provide audited financial statements for the last three (3) fiscal years.
- K. Comply with all nondiscrimination rules, regulations and statutes that apply to the Project.

L. Pay, when due, all real estate taxes, special assessments, special charges, utility charges, or other municipal obligations levied against or pertaining to the Property. Nothing in this Section 4(L) shall be deemed a waiver of the Owner's rights to contest the validity or amount of any such tax, assessment or fee by any lawful procedure.

5. Tax Revenue Guarantee.

A. Owner and the City intend that commencing in the year 2017 (for taxes payable in 2018), the property tax assessment for the Project shall be such that the real and personal property taxes payable with respect to the Project shall not be below \$65,000 for any year during the life of TID2 (which expires in 2027). Owner waives the right to appeal from a property tax assessment which provides for real and personal property taxes equal to \$65,000 in any year and agrees that any such assessment has been determined on a reasonable basis, provided, however that the foregoing shall not constitute a waiver of any rights to appeal from assessments resulting in real and property taxes for the Project that exceed \$65,000, it being acknowledged and agreed that the Project will be assessed according to State of Wisconsin methodology for multi-family residential use real and personal property, taking into account 70.32(1g) Wis. Stats.

B. In the event that the real and personal property taxes for a particular year are less than \$65,000.00, then Owner shall pay to the City for that year an

amount which, when added to the actual real and personal property taxes paid, equals \$65,000.00 (such payment being a “Shortfall Payment”).

B. If, as of September 30th, the City has not received \$65,000 of real and personal property taxes in any tax collection year (defined below), then the Owner shall make the Shortfall Payment within fifteen (15) days of the City’s written demand therefor. The “tax collection year” shall mean the year following the year of levy, for example for the taxes attributable to the year 2017, the tax collection year shall be 2018. Interest at the rate of 8% shall accrue on an annual basis and shall be due and payable by Owner to the City from the date on which any Shortfall Payment is due until such payment is actually received by the City.

C. Any Shortfall Payment due the City shall be secured by the Collateral Assignment.

6. Term. The Term of this Agreement shall be for a period commencing upon the date of execution of this Agreement and expiring on the expiration of the term of existence of the TID 2.

7. Notices. Any notices provided for in this Agreement or other documents contemplated herein shall be provided to Mirus, Owner and to the City by United States mail or other courier service to the following addresses, or transmitted by electronic transmission to the following e-mail addresses:

Owner : Mirus Wisconsin Dells, LLC
7447 University Avenue, Suite 210
Middleton, Wisconsin 53562

w/copy to: Movin’ Out, Inc.
Attn: Executive Director

206 E Olin Ave.
Madison WI 53713-1434

w/copy to: Owner's Investor Member
WNC Housing, LLC
c/o WNC & Associates, Inc.
17782 Sky Park Circle
Irvine, California 92614-6404
Attn: Michael J. Gaber

w/ copy to any identified Mortgage Lender at the address provided.

Mirus: Mirus Partners, Inc.
7447 University Avenue, Suite 210
Middleton, Wisconsin 53562

City: City Clerk
300 LaCrosse Street
Wisconsin Dells, Wisconsin 53965

8. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin. Venue for any dispute shall be the Circuit Court for Sauk County.
9. Counterparts. This Agreement may be executed in counterparts.
10. Abridgement. The parties agree to enter into a memorandum of this Agreement which will be recorded at the Register of Deeds for Sauk County.
11. Relationship with Parties. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture or other association between the City, Owner and Mirus.
12. Severability. In the event that one or more provisions of this Agreement shall be declared to be invalid, illegal or unenforceable in any respect, unless such invalidity, illegality or unenforceability shall be tantamount to a failure of

consideration, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be at all affected or impaired thereby.

13. Assignment or Transfer by Owner. During the life of TID 2, Owner may not sell or transfer the Property to any third party that is exempt from real estate taxes. Any sale or transfer of the Property to any third party prior to completion of the Project shall require the consent of the City, which consent will not be unreasonably denied. Notwithstanding the foregoing, City consent shall not be required for (i) any sale, assignment, conveyance or transfer undertaken by the Mortgage Lender (as hereinafter defined) or its nominee or designee pursuant to foreclosure proceedings, (ii) any sale, assignment, conveyance or transfer to Mortgage Lender or its designee or nominee in lieu of foreclosure or (iii) any sale, assignment, conveyance or transfer by Mortgage Lender or its nominee or designee after acquisition of title pursuant to either (i) or (ii) of this sentence; or (iii) a sale or transfer to Movin' Out, Inc. or Mirus; or (iv) a sale or transfer to the Owner's Investor Member, or the transfer of membership interests in Owner to the Investor Member. For purposes hereof, the term "Mortgage Lender" means the commercial lender holding a first mortgage lien on the Property, and all improvements located thereon, which mortgage secures payment of a loan from such lender to the Developer to finance the cost of construction of the Project. Any assignment by Owner of its rights under this Development Agreement shall require the approval of the City, provided however that Owner shall have the right to collaterally

assign its rights hereunder to a Mortgage Lender in connection with the construction financing for the Project.

14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their successors in interest.
15. Obligations of Owner and Mirus. Notwithstanding anything contained herein to the contrary, Owner and Mirus' obligations hereunder are contingent upon Owner acquiring the Property. In the event that Owner does not acquire the Property prior to December 31, 2105, Owner and Mirus shall have the right to terminate this Agreement.

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DRAFT

CITY OF WISCONSIN DELLS

Dated: _____, 2015.

Brian L. Landers, Mayor

Dated: _____, 2015.

Nancy R. Holzem, Clerk/Coordinator

MIRUS WISCONSIN DELLS, LLC

By: MWD Managing Member, LLC
Its: Managing Member
By: Mirus Holdings, LLC
Its: Authorized Member
By: Mirus Partners, Inc.
Its: Manager

Dated: _____, 2015.

By: _____
Christopher Jaye, President

MIRUS PARTNERS, INC.

Dated: _____, 2015.

By: _____
Christopher Jaye, President

EXHIBIT A

LEGAL DESCRIPTION

[To be inserted up on recording of final CSM]

DRAFT

EXHIBIT B

Plan Approval Conditions

- 1) Storm water management – In connection with the Project, Owner agrees to construct storm water management facilities in accordance with plans approved by the City and to maintain such facilities in accordance with all applicable, laws, codes, ordinances and regulations.
- 2) Garbage collection – Owner is responsible for paying a standard commercial garbage collection fee to the City. Owner agrees the City is not responsible for damage to their drive aisle attributable to the weight and frequency of the garbage truck traffic. The foregoing shall not relieve the City from liability for any damage done to improvement on the Property due to the negligence or willful misconduct of the City and its employees in garbage collection.
- 3) Fire Lanes – Owner is responsible for keeping the drive aisle/fire lane clear from permanent obstructions. To the extent that the City incurs costs in removing vehicles or other obstructions from the drive aisle, such costs shall be billed to the Owner.
- 4) Refuse – Owner shall be responsible for keeping the Property free from refuse that could pose a danger to human health and safety (such as refrigerator, TVs, or other glass items). To the extent that the City incurs costs in removing such dangerous objects from the Property, such costs shall be billed to the Owner.
- 5) Property Management – Owner shall provide the City with contact information for the property management that is responsible for maintenance of the Project. Copies of any notices to cure will be sent to Owner and to the Property Management contact.

CITY OF WISCONSIN DELLS
ORDINANCE NO. A-777
(Update to Parking Fees/Enforcement)

ITEM 19

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

SECTION I: PURPOSE

This ordinance is to change the parking enforcement season and hours and to provide for proper display of parking enforcement information.

SECTION II: PROVISION REPEALED AND RECREATED

Wisconsin Dells Code sec. 7.03(6) is repealed and recreated.

SECTION III: PROVISION AS RECREATED

~~(6) Payment of Parking Fee. When any vehicle shall be parking in any space alongside or next to which there is located, under the provisions of this Section, a parking meter, the owner, operator, manager or driver of said vehicle shall, upon entering the said parking space, immediately deposit the required coin depending upon the parking meter zone, in the parking meter alongside or next to said parking space and the said parking space may then be used by such vehicle during the parking limit provided by the ordinances of the City of Wisconsin Dells for the part of the street in which said parking space is located. If said vehicle shall remain parked in any such parking space beyond the parking limit fixed by the ordinances of the City of Wisconsin Dells for such parking space, the parking meter shall display a sign showing illegal parking, and, in the event, such vehicle shall be considered as having been parked beyond the time fixed by the ordinances of the City of Wisconsin Dells; and the parking of a vehicle beyond the period of time fixed now or hereafter by the ordinances of the City of Wisconsin Dells in any such part of a street where any such meter is located shall be a violation of this Section and shall be subject to the forfeiture as hereinafter set out. It shall be unlawful for any person to cause, allow, permit or suffer any such vehicle registered in his name to be parked overtime or beyond the lawful period of time as above described. The limited parking in the meter zones shall only apply from 8:00 AM to 9:00 PM, but shall apply each day of the week, including Sunday, but only from May 15 to October 1 in any given calendar year.~~

No vehicle shall be parked in any metered stall or parking space without paying the appropriate fee for parking in said space. Enforcement of metered areas will apply seven (7) days a week, 10:00AM to 9:00PM, from April 1st to September 30th in any given calendar year. Parking meters and other parking devices shall properly display this information. Vehicles parked in any such area with expired time are subject to a citation. Parking kiosks shall be turned off October 1st to March 31st with free parking signage properly displayed.

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 7.

Brian L. Landers, Mayor

Nancy R. Holzem, City Clerk

First Reading Passed: August 17, 2015

Second Reading Passed:

Published: August 22, 2015

ORDINANCE NO. A-778
(Update to Floodplain Map –Sauk County)

ITEM 20

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

SECTION I: PURPOSE

This ordinance is to update the referenced Flood Insurance Rate Map (FIRM) with the corresponding profiles that are based on the Flood Insurance Study (FIS) for Sauk County effective October 2, 2015.

SECTION II: PROVISION AMENDED

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

SECTION III: PROVISION AS AMENDED

(a) OFFICIAL MAPS : Based on the FIS

1. Flood Insurance Rate Maps (FIRM)

1.1. Flood Insurance Rate Map (FIRM) panel numbers 55021C0020E, 55021C0182E, 55021C0201E, dated April 2, 2008; with corresponding profiles that are based on the Flood Insurance Study (FIS) number 55021CV000B dated April 2, 2014 . (Columbia County) ;

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

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

1.3. Flood Insurance Rate Map (FIRM) panel numbers 55111C0118E, 55111C0119E, 55111C0231E, and 55111C2232E, dated December 18, 2009; with corresponding profiles that are based on the Flood Insurance Study (FIS) numbers 55111CV001BC and 55111CV002BC dated November 20, 2013-October 2, 2015. (Sauk County);

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

1.3.2 Letter of Map Amendment (LOMA) Case No 14-05-7014A effective August 14, 2014 (451 Trout Rd.) This LOMA documents that the Lowest Adjacent Grade Elevation of 451 Trout Rd. as of August 14, 2014 is not located within the identified Special Flood Hazard Area described by FIRM panel 55111C0231E, dated 12/18/2009 (Sauk County)

SECTION IV: VALIDITY

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

SECTION V: CONFLICTING PROVISIONS REPEALED

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

SECTION VI: EFFECTIVE DATE

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

SECTION VII:

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

Brian L. Landers, Mayor

Nancy R. Holzem, City Clerk

First Reading Approved: August 15, 2015

Second Reading Approved:

Published: August 22, 2015

ORDINANCE NO. _____
(City Plan Commission)

ITEM 21

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

SECTION I: PURPOSE

This ordinance modifies the composition of the City Plan Commission.

SECTION II: PROVISIONS AFFECTED

- A. Wisconsin Dells Code sec. 1.04(2) is repealed and recreated.
- B. Wisconsin Dells Code sec. 19.203 is repealed and recreated.

SECTION III: PROVISION AS AFFECTED:

- A. 1.04(2) City Plan Commission. See Code sec. 19.203
- B. 19.203 City Plan Commission; composition and appointment of members.
 - (1) Members and appointment. The commission shall consist of seven (7) members appointed by the mayor and confirmed by the common council as follows:
 - (a) The mayor, who shall serve as chair,
 - (b) a member of the common council,
 - (c) the fire chief, and
 - (d) four (4) citizen members.
 - (2) Terms. The citizen members shall serve staggered terms of three (3) years. The mayor and fire chief shall serve during their terms. The council member shall serve a term of one (1) year.
 - (3) Considerations in making citizen appointments. Citizen members shall be persons of recognized experience and qualifications and shall be residents of the city. (See Wis. Stat. sec. 62.23(1)(d))
 - (4) Conditions for removal. A citizen member shall be removed from the commission and the member's office declared vacant when the member (1) fails to attend three (3) successive meetings without excused absences; or (2) moved outside of the city.

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, Chapters 1 and 19.

Brian L. Landers, Mayor

Nancy R. Holzem, Clerk/Coordinator

Introduced: September 21, 2015

ORDINANCE NO. _____
(Chapter 18 Updates)

ITEM 22

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

SECTION I: PURPOSE

This ordinance adopts by reference the following state law violations as municipal code offenses: Wis. Stat. secs: 192.32-Trespassing on railroad; 940.32-Stalking; and, 948.45-Contributing to truancy. Copies of the underlying statutes are attached.

SECTION II: PROVISION REPEALED AND RECREATED

Wisconsin Dells Code Secs. 18.03 (4), 18.07(7) and 18.09(24) are created.

SECTION III: PROVISION RECREATED

Code sections created:

- A. 18.03(4) Contributing to truancy. Wis. Stat. sec. 948.45 is adopted.
- B. 18.07(7) Stalking. Wis. Stat. sec. 940.32 is adopted.
- C. 18.09 (24) Trespassing on railroad. Wis. Stat. sec. 192.32 is adopted.

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 18.

Brian L. Landers, Mayor

Nancy R. Holzem, Clerk/Coordinator

Introduced: September 21, 2015

A
1

Wis. Stat. § 948.45

This document is current through Act 380, dated April 24, 2014 (All 2014 legislation)

LexisNexis® Wisconsin Annotated Statutes > Criminal Code > Chapter 948. Crimes Against Children

948.45. Contributing to truancy.

- (1) Except as provided in sub. (2), any person 17 years of age or older who, by any act or omission, knowingly encourages or contributes to the truancy, as defined under s. 118.16 (1) (c), of a person 17 years of age or under is guilty of a Class C misdemeanor.
- (2) Subsection (1) does not apply to a person who has under his or her control a child who has been sanctioned under s. 49.26 (1) (h).
- (3) An act or omission contributes to the truancy of a child, whether or not the child is adjudged to be in need of protection or services, if the natural and probable consequences of that act or omission would be to cause the child to be truant.

History

1987 a. 285; 1989 a. 31 s. 2835m; Stats. 1989 s. 948.45; 1995 a. 27.

Annotations

Research References & Practice Aids

Notes supplied by the State of Wisconsin.

Cross-reference: See definitions in s. 939.22.

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B

Wis. Stat. § 940.32

This document is current through Act 380, dated April 24, 2014 (All 2014 legislation)

LexisNexis® Wisconsin Annotated Statutes > Criminal Code > Chapter 940. Crimes Against Life and Bodily Security > Subchapter II Bodily Security

940.32. Stalking.

(1) In this section:

- (a) "Course of conduct" means a series of 2 or more acts carried out over time, however short or long, that show a continuity of purpose, including any of the following:
 - 1. Maintaining a visual or physical proximity to the victim.
 - 2. Approaching or confronting the victim.
 - 3. Appearing at the victims workplace or contacting the victims employer or coworkers.
 - 4. Appearing at the victims home or contacting the victims neighbors.
 - 5. Entering property owned, leased, or occupied by the victim.
 - 6. Contacting the victim by telephone or causing the victims telephone or any other persons telephone to ring repeatedly or continuously, regardless of whether a conversation ensues.
 - 6m. Photographing, videotaping, audiotaping, or, through any other electronic means, monitoring or recording the activities of the victim. This subdivision applies regardless of where the act occurs.
 - 7. Sending material by any means to the victim or, for the purpose of obtaining information about, disseminating information about, or communicating with the victim, to a member of the victims family or household or an employer, coworker, or friend of the victim.
 - 8. Placing an object on or delivering an object to property owned, leased, or occupied by the victim.
 - 9. Delivering an object to a member of the victims family or household or an employer, coworker, or friend of the victim or placing an object on, or delivering an object to, property owned, leased, or occupied by such a person with the intent that the object be delivered to the victim.
 - 10. Causing a person to engage in any of the acts described in subds. 1. to 9.
- (am) "Domestic abuse" has the meaning given in s. 813.12 (1) (am).
- (ap) "Domestic abuse offense" means an act of domestic abuse that constitutes a crime.
- (c) "Labor dispute" includes any controversy concerning terms, tenure or conditions of employment, or concerning the association or representation of persons in negotiating, fixing, maintaining, changing or seeking to arrange terms or conditions of employment, regardless of whether the disputants stand in the proximate relation of employer and employee.
- (cb) "Member of a family" means a spouse, parent, child, sibling, or any other person who is related by blood or adoption to another.
- (cd) "Member of a household" means a person who regularly resides in the household of another or who within the previous 6 months regularly resided in the household of another.
- (cg) "Personally identifiable information" has the meaning given in s. 19.62 (5).
- (cr) "Record" has the meaning given in s. 19.32 (2).
- (d) "Suffer serious emotional distress" means to feel terrified, intimidated, threatened, harassed, or tormented.

Wis. Stat. § 940.32

- (2) Whoever meets all of the following criteria is guilty of a Class I felony:
- (a) The actor intentionally engages in a course of conduct directed at a specific person that would cause a reasonable person under the same circumstances to suffer serious emotional distress or to fear bodily injury to or the death of himself or herself or a member of his or her family or household.
 - (b) The actor knows or should know that at least one of the acts that constitute the course of conduct will cause the specific person to suffer serious emotional distress or place the specific person in reasonable fear of bodily injury to or the death of himself or herself or a member of his or her family or household.
 - (c) The actors acts cause the specific person to suffer serious emotional distress or induce fear in the specific person of bodily injury to or the death of himself or herself or a member of his or her family or household.
- (2e) Whoever meets all of the following criteria is guilty of a Class I felony:
- (a) After having been convicted of sexual assault under s. 940.225, 948.02, 948.025, or 948.085 or a domestic abuse offense, the actor engages in any of the acts listed in sub. (1) (a) 1. to 10., if the act is directed at the victim of the sexual assault or the domestic abuse offense.
 - (b) The actor knows or should know that the act will cause the specific person to suffer serious emotional distress or place the specific person in reasonable fear of bodily injury to or the death of himself or herself or a member of his or her family or household.
 - (c) The actors act causes the specific person to suffer serious emotional distress or induces fear in the specific person of bodily injury to or the death of himself or herself or a member of his or her family or household.
- (2m) Whoever violates sub. (2) is guilty of a Class H felony if any of the following applies:
- (a) The actor has a previous conviction for a violent crime, as defined in s. 939.632 (1) (e) 1., or a previous conviction under this section or s. 947.013 (1r), (1t), (1v), or (1x).
 - (b) The actor has a previous conviction for a crime, the victim of that crime is the victim of the present violation of sub. (2), and the present violation occurs within 7 years after the prior conviction.
 - (c) The actor intentionally gains access or causes another person to gain access to a record in electronic format that contains personally identifiable information regarding the victim in order to facilitate the violation.
 - (d) The person violates s. 968.31 (1) or 968.34 (1) in order to facilitate the violation.
 - (e) The victim is under the age of 18 years at the time of the violation.
- (3) Whoever violates sub. (2) is guilty of a Class F felony if any of the following applies:
- (a) The act results in bodily harm to the victim or a member of the victims family or household.
 - (b) The actor has a previous conviction for a violent crime, as defined in s. 939.632 (1) (e) 1., or a previous conviction under this section or s. 947.013 (1r), (1t), (1v) or (1x), the victim of that crime is the victim of the present violation of sub. (2), and the present violation occurs within 7 years after the prior conviction.
 - (c) The actor uses a dangerous weapon in carrying out any of the acts listed in sub. (1) (a) 1. to 9.
- (3m) A prosecutor need not show that a victim received or will receive treatment from a mental health professional in order to prove that the victim suffered serious emotional distress under sub. (2) (c) or (2e) (c).
- (4)

Wis. Stat. § 940.32

- (a) This section does not apply to conduct that is or acts that are protected by the persons right to freedom of speech or to peaceably assemble with others under the state and U.S. constitutions, including, but not limited to, any of the following:
1. Giving publicity to and obtaining or communicating information regarding any subject, whether by advertising, speaking or patrolling any public street or any place where any person or persons may lawfully be.
 2. Assembling peaceably.
 3. Peaceful picketing or patrolling.
- (b) Paragraph (a) does not limit the activities that may be considered to serve a legitimate purpose under this section.
- (5) This section does not apply to conduct arising out of or in connection with a labor dispute.
- (6) The provisions of this statute are severable. If any provision of this statute is invalid or if any application thereof is invalid, such invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application.

History

1993 a. 96, 496; 2001 a. 109; 2003 a. 222, 327; 2005 a. 277.

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Wis. Stat. § 192.32

This document is current through Act 380, dated April 24, 2014 (All 2014 legislation)



LexisNexis® Wisconsin Annotated Statutes > Partnerships and Corporations; Transportation; Utilities; Banks; Savings Associations > Chapter 192. Railroads; Regulations and Liabilities

192.32. Trespassing on railroad.

- (1) No person, other than a licensee, authorized newspaper reporter or person connected with or employed upon the railroad, may walk, loiter or be upon or along the track of any railroad. The provisions of this subsection shall not be construed to do any of the following:
 - (a) To interfere with the lawful use of a public highway by any person.
 - (b) To prevent any person from driving across any railroad from one part of that persons land to another part thereof.
 - (d) To interfere with the use of the right-of-way or track by any person in connection with, either directly or indirectly, the shipping, loading or unloading of freight, seeking employment, the investigation or securing of evidence with respect to any accident or wreck or in conducting or transacting any other business for or with the railroad.
 - (e) To interfere with the entry of any employee during or on account of labor disputes by employees.
- (2) Each railroad corporation shall post notices containing substantially the provisions and penalties of this section, in one or more conspicuous places in or about each railroad station.

History

1993 a. 482, 490; 1997 a. 254; 2001 a. 38; 2005 a. 179.

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ORDINANCE NO. _____
(Animals at Large and Exercise)

ITEM 23

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

SECTION I: PURPOSE

This ordinance updates and clarifies city code provisions which regulate animals at large and exercise. It was suggested by the assistant city attorney who handles city prosecutions in municipal court.

SECTION II: PROVISION REPEALED AND RECREATED

Wisconsin Dells Code Sec. 25.05 and 25.06 is repealed and recreated as Code Sec. 25.05.

SECTION III: PROVISION AS REPLEAED AND RECREATED

25.05 Animals at Large and Exercise

- (1) Dogs, cats, or other domestic animals shall not be permitted to run at large within the city limits. A dog, cat or other domestic animal shall be considered to be running at large if it is off the premises of its owner and not under the control of the owner or some other person.
- (2) Dogs, cats or other domestic animals shall be kept on a leash no longer than six (6) feet at all times when off the premises of their owner; and, the person in physical control of the animal shall be competent to supervise and physically capable to restrain the animal.
- (3) The owner or person in control shall not allow or permit the animal to defecate upon the property not owned by such person or without such other property owner's consent or upon any public property, without immediately removing and disposing the excrement in a sanitary manner.

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 25.

Brian L. Landers, Mayor

Nancy R. Holzem, Clerk/Coordinator

Introduced: September 21, 2015