

**CITY OF WISCONSIN DELLS
PRIVILEGE AGREEMENT**

This Privilege Agreement, pursuant to Wis. Stat. § 66.0425, is between the City of Wisconsin Dells (City) and Skybox, LLC (Property Owner).

Recitals

- A. Property Owner owns real estate in the City legally described as follows: City of Wisconsin Dells, Columbia County Tax Parcel 11291-972; located at 701 Broadway.
- B. Property Owner has applied to the City for authority to place the following described obstruction or excavation beyond the property lot line within the adjacent public right of way: Outdoor seating that extends two (2) feet into the city's right-of-way.
- C. A site plan of the obstruction/excavation area is attached as Exhibit "A".
- D. The privilege is granted by the City to Property Owner pursuant to this Agreement.

Agreement

- 1. Property Owner is granted the privilege to place the obstruction/excavation depicted in Exhibit "A" beyond the property lot line in the adjacent public right of way.
- 2. The owner or occupant shall assume liability for all damages to person or property by reason of the sidewalk café and shall provide proof of insurance to the City.
- 3. Property Owner shall remove the obstruction/excavation upon ten (10) days notice by the City; and, Property Owner waives the right to contest such notice or removal.
- 4. City reserves the right to require Property Owner to file a bond that does not exceed Ten Thousand (\$10,000.00) Dollars that runs to the City and to third parties that may be injured; and, that may secure performance of the conditions of this Agreement.
- 5. Property Owner shall pay compensation for this privilege at the rate of \$2.50 per sq. ft each year which shall be paid into the City's general fund.
- 6. Property Owner is not entitled to damages for removal of the obstruction/excavation. If Property Owner does not remove the obstruction/excavation upon due notice, the City shall remove it at Property Owner's expense.
- 7. Third parties whose rights are interfered with by the granting of this privilege shall have a right of action against the Property Owner only and the Property Owner shall indemnify and hold the City harmless.
- 8. Property Owner shall be responsible for all repairs, maintenance and upkeep associated with this Agreement and the obstruction/excavation in the public right of way.

9. This Agreement is terminable by the City at any time for any reason in its sole discretion.
10. The following additional terms and conditions are part of this Agreement: None.

Dated this 16th day of January, 2017.

City of Wisconsin Dells

Brian L. Landers, Mayor

Nancy R. Holzem, City Clerk/Coordinator

Property Owners:

Skybox, LLC



© 2016 Google

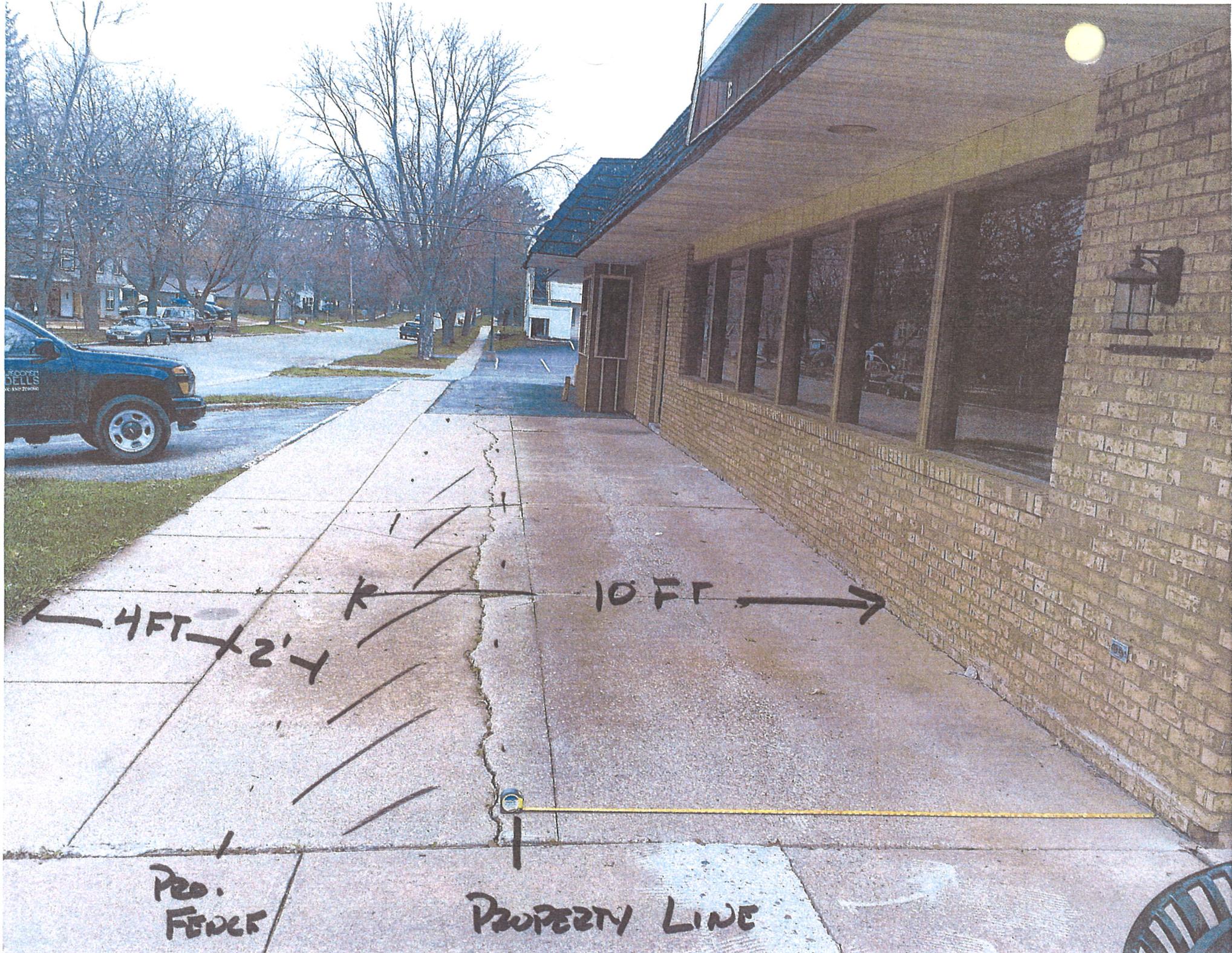
© 2017 Google

Google Earth

Google Earth

feet
meters





4 FT + 2 FT

10 FT

Prop.
FENCE

PROPERTY LINE

5.04 SNOW REMOVAL

REVISIONS/UPDATES IN RED

ITEM 4

(2) Removal of Snow and Ice.

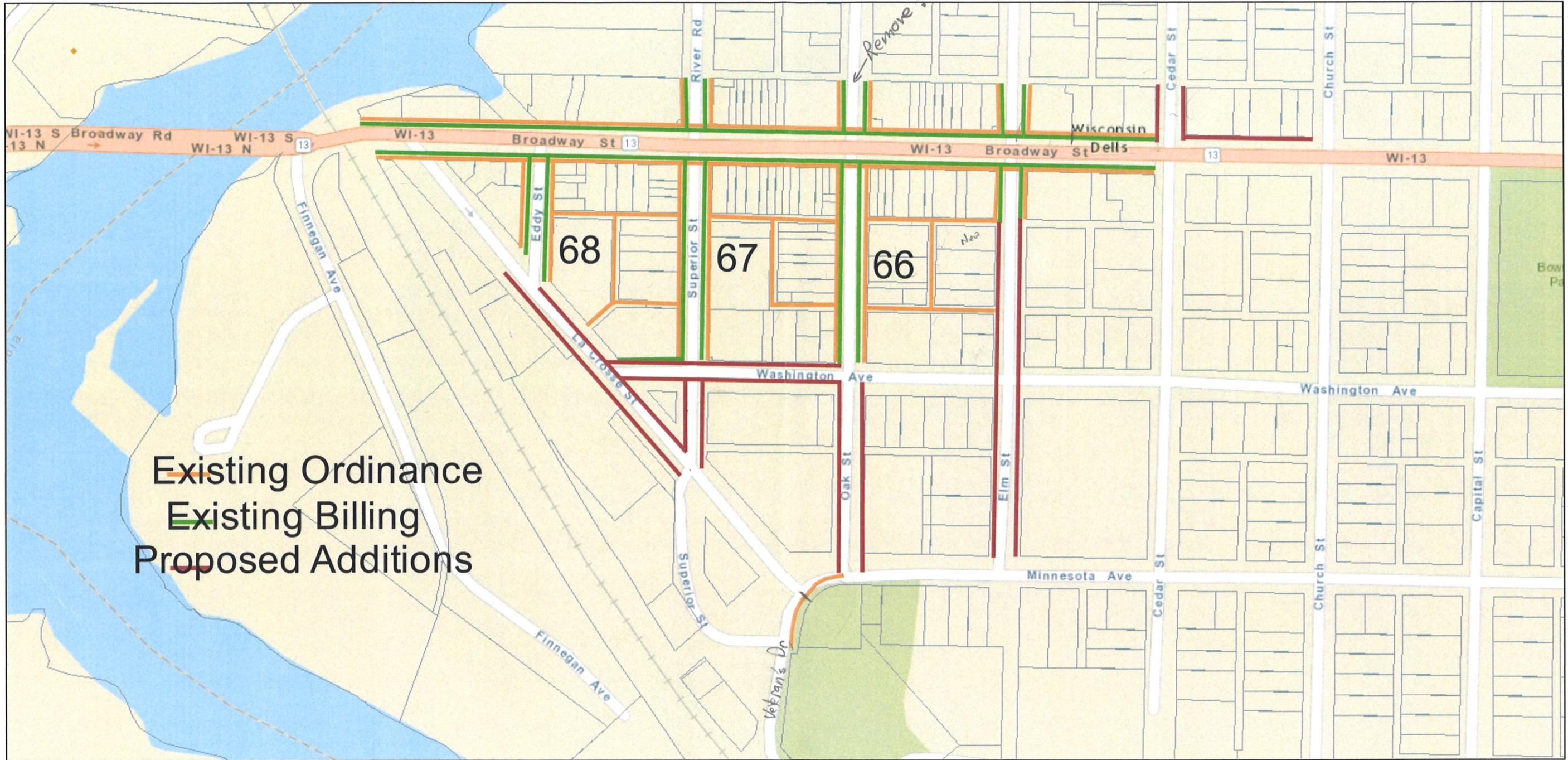
(b) Removal Required on Certain Streets. The Common Council may, without petition, by a vote of two-thirds or more of its members, cause the snow and ice to be removed from any street or part thereof. The Department of Public Works is hereby directed to remove snow and ice from the following streets:

- i. Broadway from the Wisconsin River Bridge to ~~the southerly extension of the east line of Lot 11, Block 48, Original Plat, City of Wisconsin Dells;~~ *Cedar Street;*
- ii. *North side of Broadway from Cedar Street to Church Street;*
- iii. River Road north of Broadway to the first alley;
- iv. ~~Oak Street north of Broadway to the first alley;~~
- iv. Elm Street north of Broadway to first alley;
- v. *Cedar Street North of Broadway to first alley;*
- vi. Elm Street south of Broadway to ~~the first alley~~ *Minnesota Avenue;*
- vii. Oak Street south of Broadway to ~~Washington Avenue~~ *Minnesota Avenue;*
- viii. Superior Street south of Broadway to ~~Washington Avenue~~ *La Crosse Street;*
- ix. Eddy Street *south of Broadway* to La Crosse Street;
- x. East-west alleys and the north-south alleys in Plat Blocks 66, 67 and 68,
- x. ~~Broadway from Elm Street east to Cedar Street;~~
- xi. *La Crosse Street from Eddy Street to Superior Street*
- xii. Minnesota from Oak Street to Veterans Drive;
- xiii. Veterans Drive from Minnesota south to the driveway at south side of Post Office.
- xiv. *Washington Avenue from La Crosse Street to Oak Street*

(3) Cost of Snow and Ice Removal.

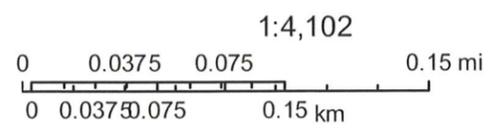
(a) Determination of Costs. The costs of snow and/or ice removal from any street shall be determined on an "actual cost" basis (actual costs to be determined by the Public Works Committee prior to assessments.) Each property owner having snow and ice removed from the street adjacent to his property, whether by petition or otherwise, shall be assessed for the cost of such snow and ice removal from the frontage of his or her property on the city street in which the snow and ice is removed. Cost of snow and/or ice removal from street intersections shall be borne by the City.

GIS Map



January 4, 2017

- Existing Ordinance
- Existing Billing
- Proposed Additions
- Columbia Co Properties
- Sauk Co Properties
- Sauk Co Address Points
- City Boundary



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

| TRK # | TRUCK DESCRIPTION | 101 Rear Drive or 4wd, 15,000 lbs or less | 106 Rear Drive or 4wd, 23,000- 49,999 lbs | 204 Wheel-type, 50 thru 64 hp | 207 Wheel-type, 100 thru 149 hp | 425 Spreader Attachment | 433 Street Sweeper | 632 Snow Plows, Truck Attachments- V-Shape | 633 Snow Plows, Truck Attachments- Power reversible, truck mounted | 635 Snow Plows, Truck Attachments- Widening wing | 9296 Snow Blower | DOT RATE SCHEDULE (less Attachments) PROPOSED RATE | DOT RATE SCHEDULE (less Attachments) ROPOSED RATE | CURRENT RATE | DIFFERENCE | % Increase Decrease | DIFFERENCE | % Increase Decrease/less attachments |
|--|------------------------------|--|--|-------------------------------------|--|-------------------------------|--------------------------|--|---|---|---------------------|---|--|-----------------|------------|---------------------------|------------|--|
| | | \$ 13.68 | \$ 46.54 | \$ 26.96 | \$ 48.86 | \$ 22.22 | \$ 91.06 | \$ 22.80 | \$ 10.98 | \$ 10.02 | \$ 325.70 | | | | | | | |
| 3 | CHEVY PICKUP 4X4 | \$ 13.68 | | | | | | | | | | \$ 13.68 | \$ 13.68 | \$ 28.35 | \$ (14.67) | -52% | \$ (14.67) | -52% |
| 3A | FORD 250 | \$ 13.68 | | | | | | | | | | \$ 13.68 | \$ 13.68 | \$ 28.35 | \$ (14.67) | -52% | \$ (14.67) | -52% |
| 6 | INTERNATIONAL DUMP TRK | | \$ 46.54 | | | \$ 22.22 | | | \$ 10.98 | | | \$ 79.74 | \$ 46.54 | \$ 28.35 | \$ 51.39 | 181% | \$ 18.19 | 64% |
| 8 | FORD DUMP TRUCK W/PLOW | | \$ 46.54 | | | | | | \$ 10.98 | | | \$ 57.52 | \$ 46.54 | \$ 28.00 | \$ 29.52 | 105% | \$ 18.54 | 66% |
| 12 | | | \$ 46.54 | | | | | | \$ 10.98 | \$ 10.02 | | \$ 67.54 | \$ 46.54 | \$ 28.00 | \$ 39.54 | 141% | \$ 18.54 | 66% |
| 13 | CHEVY PICKUP W/PLOW | \$ 13.68 | | | | | | \$ 22.80 | | | | \$ 36.48 | \$ 36.48 | \$ 20.00 | \$ 16.48 | 82% | \$ 16.48 | 82% |
| 18 | JDS24 ENDLOADER | | | | \$ 48.86 | | | | | | | \$ 48.86 | \$ 48.86 | \$ 31.50 | \$ 17.36 | 55% | \$ 17.36 | 55% |
| 19 | SNOWBLOWER/HOUR | | | | | | | | | \$ 325.70 | | \$ 325.70 | \$ 325.70 | \$ 25.00 | \$ 300.70 | 1203% | \$ 300.70 | 1203% |
| 30 | JDS44H ENDLOADER | | | | \$ 48.86 | | | | | | | \$ 48.86 | \$ 48.86 | \$ 31.50 | \$ 17.36 | 55% | \$ 17.36 | 55% |
| 34 | GMC DUMP TRUCK W/PLOW | | \$ 46.54 | | | | | | \$ 10.98 | | | \$ 57.52 | \$ 46.54 | \$ 28.00 | \$ 29.52 | 105% | \$ 18.54 | 66% |
| 36 | NEWER DUMP TRUCK FOR SANDING | | \$ 46.54 | | | \$ 22.22 | | | \$ 10.98 | | | \$ 79.74 | \$ 46.54 | \$ 28.35 | \$ 51.39 | 181% | \$ 18.19 | 64% |
| 37 | 2015 BOBCAT S570 | | | \$ 26.96 | | | | | \$ 10.98 | | | \$ 37.94 | \$ 37.94 | | \$ 37.94 | | \$ 37.94 | |
| Ran numbers on 2016 portion of last winter and it resulted in a 123 % increase in actual costs. Included full rates. | | | | | | | | | | | | | | | | | | |
| 109 % with rates reduced to class 106 (truck only charges)-where applicable | | | | | | | | | | | | | | | | | | |

| | | Divisible LF | Billable LF | | Divisible LF | Billable LF | | | |
|--------------------------------|-----------|---------------------|----------------|--------|-------------------|-----------------------|--------------|-------------|--|
| 12/29/2015 | | | | | | | | | |
| 12/30/2015 | 0.36447 | | | | | | | | |
| 01/26/2016 | | 7013 | 6298 | 89.80% | 11465 | 10114.94 | 88.22% | | |
| 03/25/2016 | 0.56444 | | | | | | | | |
| Totals | 0.92891 | \$ 6,514.45 | \$ 5,850.28 | | \$ 0.568203 | \$ 6,514.45 | \$ 5,747.34 | \$ 6,514.45 | Based off actual hrs. turned in by DPW |
| New Rates + Attachments | 2.0714693 | \$ 14,527.21 | \$ 13,046.11 | | | | | | |
| | 123% | 123% | 123% | | | | | | |
| New Rates Only | 1.9390067 | \$ 13,598.25 | \$ 12,211.86 | | \$ 1.186067 | \$ 13,598.25 | \$ 11,996.99 | | |
| | 108.74% | 108.74% | 108.74% | | 108.74% | 108.74% | 108.74% | | |
| Divisible LF Increase | 63% | | | | | | | | |
| Billable LF Increase | 61% | | | | | | | | |
| Rate/LF Increase | 28% | To Existing Parcels | \$ 7,469.85 | | | | | | |
| | | Add. Parcels | \$ 4,527.15 | | LF New 3816.94 | LF New-Ver 3816.94 | | | |
| | | | \$ 11,996.99 | | | | | | |