



SCHEDULE OF BILLS PAYABLE  
MARCH 19, 2018  
MONDAY  
COMMON COUNCIL

10	GENERAL FUND	\$ 111,357.73
13	DEBT SERVICE FUND	\$ -
14	CAPITAL PROJECTS FUND	\$ 6,981.50
22	ROOM TAX FUND	\$ 79,099.02
24	PRT FUND	\$ 97,262.70
26	FIRE SERVICE FUND	\$ 18,393.09
27	RIVER & BAY FUND	\$ 12.38
28	RIVER ARTS DISTRICT	
50	PARKING UTILITY FUND	\$ 27,053.31
53	SEWER FUND	\$ 44,040.01
52	WATER FUND	\$ 7,373.06
59	ELECTRIC FUND	\$ 643,337.23

Total Payables: \$ 1,034,910.03

**CITY OF WISCONSIN DELLS  
BROADWAY CAFÉ AREA  
NON-EXCLUSIVE USE AGREEMENT**

This Broadway Café Area Use Agreement is by and between the City of Wisconsin Dells (“City”), and Cheese Cake Heaven, Inc. for Cheese Cake Heaven (User).

**RECITALS:**

- A. City of Wisconsin Dells has installed permanent café areas in the Broadway right-of-way.
- B. User operates a dining establishment located at 231 Broadway which is adjacent to the Café Area on the north side of the 200 Block of Broadway which is located as depicted in Exhibit A attached.
- C. User has requested the City’s permission to utilize and maintain furniture, fixtures and equipment in the designated café area; and to provide table service of food and beverages to customers in the designated café area.
- D. This Agreement establishes the party’s respective rights and obligations regarding user’s use of the designated Broadway Café area.

**AGREEMENT**

- 1. User is granted a non-exclusive right to use the designated Broadway café area in connection with its food and beverage establishment for one year.
- 2. The area may be used by User between the following dates: April 1<sup>st</sup> and March 31<sup>st</sup>.
- 3. User and its patrons will make use of the public furnishings, fixtures and equipment (FF&E) installed in the café area.
- 4. User shall pay compensation for this non-exclusive use as follows on or before April 1<sup>st</sup>:  
For the East portion: \$5.00/sq.ft for the 224 sq.ft area, which is \$1,120.00; in addition to a

10% furniture, fixture and equipment fee (FF&E) of \$715.90 for a total amount due of **\$1835.90.**

5. The following conditions are attached to this Privilege Agreement:
  - a. User shall be responsible for the prompt and satisfactory disposal of waste and trash; and, cleaning and sweeping; and assuring that FF&E in the ROW does not impede or interfere with pedestrian or motor vehicle traffic.
  - b. User shall restrict and regulate the volume of noise and amplified sound which shall be for ambiance only, not promotion or advertising.
  - c. Food and beverage service in the area shall be available only when user's business is open for interior food and beverage service. Smoking is not allowed in this area.
  - d. Site specific signage approved by the Design Review Committee may be installed.
  - e. The provisions of City Code Sec. 19.907 "Sidewalk Café" apply and are incorporated by reference.
  - f. Site specific conditions: None determined at this time.
  - g. City may impose additional conditions based upon operations and experience.
  
6. User may sell and serve alcohol beverages in the designated area provided that:
  - a. The area is included in the premises' description of User's Class B and or Class C License.
  - b. User acts reasonably to monitor and prevent underage consumption; and

- c. User acts reasonably to monitor and prevent nuisance behavior and conduct associated with alcohol beverage availability and consumption.
  - d. Hours: between 11:00 a.m. to 10:00 p.m.
7. User is responsible for all damages to persons or property by reason of or connected to the use of the area and shall indemnify, defend and hold harmless the City and provide insurance and proof of insurance as follows:
- The user shall be liable to and shall indemnify, defend and hold harmless the City, and its officers, officials, agents and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents, or employees for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons arising from, in connection with, caused by or resulting from the acts or omissions of the user or its officials, officers, agents, employees, assigns, guests, invitees, sub-lessees or subcontractors, in the performance of this Agreement.
8. The City may terminate this Agreement at any time if the City determines in its sole discretion that public necessity and convenience require termination. The City may terminate the Agreement as follows:
- a. in an emergency, immediately and without notice; or
  - b. in a non-emergency, by notice provided not less than five (5) days before termination.

9. User shall be responsible for all costs and expenses associated with its non-exclusive use of the designated area including, without limitation, cleaning and sweeping and the repair and maintenance of its furniture, fixtures and equipment in the area.
10. If User does not adequately maintain the area or fails to remove its property from the area the City may act as it deems necessary and at User's expense which, if not paid, may be levied and collected, without notice, as a special charge against the user's property pursuant to Wis. Stat. sec. 66.0627.
11. This agreement evidences a non-exclusive use granted by the City and does not create or confer upon User any vested property rights.
12. User may not assign or transfer this privilege without the City's consent.
13. User explicitly acknowledges and agrees that:
  - a. No property right is conferred by this Agreement for the use of the Broadway Café area.
  - b. City is not empowered to grant permanent or perpetual use of the right-of-way for private purposes.
  - c. City may order the locations and/or uses within the right-of-way to cease and desist if, for any reason, the City determines the right-of-way is needed for a public use and should be cleared of any and all obstructions; and User shall not be entitled to any compensation should the City elect to do so.
  - d. Agreement shall automatically renew annually unless either party submits a 30-day written notice to terminate.

**CITY OF WISCONSIN DELLS**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Brian Landers, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Nancy Holzem, City Clerk/Coordinator

**USER**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Documented drafted by:  
Joseph J. Hasler  
LAROWE GERLACH TAGGART LLP  
Post Office Box 231  
Reedsburg, Wisconsin 53959  
(608) 524-8231

4/18/2017

**CITY OF WISCONSIN DELLS  
BROADWAY CAFÉ AREA  
NON-EXCLUSIVE USE AGREEMENT**

This Broadway Café Area Use Agreement is by and between the City of Wisconsin Dells (“City”), and Familyland Enterprises, LLC for MACS Macaroni & Cheese Shop (User).

**RECITALS:**

- A. City of Wisconsin Dells has installed permanent café areas in the Broadway right-of-way.
- B. User operates a dining establishment located at 208 Broadway which is adjacent to the Café Area on the south side of the 200 Block of Broadway which is located as depicted in Exhibit A attached.
- C. User has requested the City’s permission to utilize and maintain furniture, fixtures and equipment in the designated café area; and to provide table service of food and beverages to customers in the designated café area.
- D. This Agreement establishes the party’s respective rights and obligations regarding user’s use of the designated Broadway Café area.

**AGREEMENT**

- 1. User is granted a non-exclusive right to use the designated Broadway café area in connection with its food and beverage establishment for one year.
- 2. The area may be used by User between the following dates: April 1<sup>st</sup> and March 31<sup>st</sup>.
- 3. User and its patrons will make use of the public furnishings, fixtures and equipment (FF&E) installed in the café area.
- 4. User shall pay compensation for this non-exclusive use as follows on or before April 1<sup>st</sup>:  
For the West portion: \$5.00/sq.ft for the 150 sq.ft area, which is \$750; in addition to a

10% furniture, fixture and equipment fee (FF&E) of \$818 for a total amount due of **\$1558**. If the East portion of the café zone is used as well, additional fees would be \$5.00/sq.ft for the 225 sq.ft area, which is \$1,125; in addition to a 10% furniture, fixture and equipment fee (FF&E) of \$945 for an additional amount due of **\$2070**.

5. The following conditions are attached to this Privilege Agreement:
  - a. User shall be responsible for the prompt and satisfactory disposal of waste and trash; and, cleaning and sweeping; and assuring that FF&E in the ROW does not impede or interfere with pedestrian or motor vehicle traffic.
  - b. User shall restrict and regulate the volume of noise and amplified sound which shall be for ambiance only, not promotion or advertising.
  - c. Food and beverage service in the area shall be available only when user's business is open for interior food and beverage service.  
Smoking is not allowed in this area.
  - d. Site specific signage approved by the Design Review Committee may be installed.
  - e. The provisions of City Code Sec. 19.907 "Sidewalk Café" apply and are incorporated by reference.
  - f. Site specific conditions: None determined at this time.
  - g. City may impose additional conditions based upon operations and experience.
6. User may sell and serve alcohol beverages in the designated area provided that:
  - a. The area is included in the premises' description of User's Class B and or Class C License.

- b. User acts reasonably to monitor and prevent underage consumption; and
  - c. User acts reasonably to monitor and prevent nuisance behavior and conduct associated with alcohol beverage availability and consumption.
  - d. Hours: between 11:00 a.m. to 10:00 p.m.
7. User is responsible for all damages to persons or property by reason of or connected to the use of the area and shall indemnify, defend and hold harmless the City and provide insurance and proof of insurance as follows:
- The user shall be liable to and shall indemnify, defend and hold harmless the City, and its officers, officials, agents and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents, or employees for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons arising from, in connection with, caused by or resulting from the acts or omissions of the user or its officials, officers, agents, employees, assigns, guests, invitees, sub-lessees or subcontractors, in the performance of this Agreement.
8. The City may terminate this Agreement at any time if the City determines in its sole discretion that public necessity and convenience require termination. The City may terminate the Agreement as follows:
- a. in an emergency, immediately and without notice; or
  - b. in a non-emergency, by notice provided not less than five (5) days before termination.

9. User shall be responsible for all costs and expenses associated with its non-exclusive use of the designated area including, without limitation, cleaning and sweeping and the repair and maintenance of its furniture, fixtures and equipment in the area.
10. If User does not adequately maintain the area or fails to remove its property from the area the City may act as it deems necessary and at User's expense which, if not paid, may be levied and collected, without notice, as a special charge against the user's property pursuant to Wis. Stat. sec. 66.0627.
11. This agreement evidences a non-exclusive use granted by the City and does not create or confer upon User any vested property rights.
12. User may not assign or transfer this privilege without the City's consent.
13. User explicitly acknowledges and agrees that:
  - a. No property right is conferred by this Agreement for the use of the Broadway Café area.
  - b. City is not empowered to grant permanent or perpetual use of the right-of-way for private purposes.
  - c. City may order the locations and/or uses within the right-of-way to cease and desist if, for any reason, the City determines the right-of-way is needed for a public use and should be cleared of any and all obstructions; and User shall not be entitled to any compensation should the City elect to do so.
  - d. Agreement shall automatically renew each year unless either party submits a 30-day written notice to terminate.

**CITY OF WISCONSIN DELLS**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Brian Landers, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Nancy Holzem, City Clerk/Coordinator

**USER**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Documented drafted by:  
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LAROWE GERLACH TAGGART LLP  
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