

SCHEDULE OF BILLS PAYABLE
APRIL 17, 2018
TUESDAY
COMMON COUNCIL

10	GENERAL FUND	\$	135,424.82
13	DEBT SERVICE FUND	\$	-
14	CAPITAL PROJECTS FUND		
22	ROOM TAX FUND	\$	132,593.28
24	PRT FUND	\$	148,945.64
26	FIRE SERVICE FUND	\$	14,225.26
27	RIVER & BAY FUND	\$	323.94
28	RIVER ARTS DISTRICT		
50	PARKING UTILITY FUND	\$	2,137.72
53	SEWER FUND	\$	201,189.06
52	WATER FUND	\$	43,542.92
59	ELECTRIC FUND	\$	630,276.28

Total Payables: \$ 1,308,658.92

PROPOSAL

13 APRIL 2018 | CITY OF WISCONSIN DELLS | Banner Production Art | Chris Tollaksen - (608) 253-2542

HISTORY

The City of Wisconsin Dells has asked Zebradog (ZD) to provide a scope of services for developing the high resolution production art for the new banner program presented July 19, 2017 (See page 2 for a reference). ZD will also work with the City and signage vendor to finalize the implementation strategy for the banner program. This document summarizes the remaining scope of work.

5 DELIVER

IMPLEMENTATION PHASE

During the DELIVER phase, we will finalize the implementation plan for the 2018 banner program. Final locations for banners will be documented and design will be approved. ZD will develop all high resolution art files needed by the signage vendor for printing. Upon completion of this phase, we will thoroughly inspect the project to ensure that it has been completed according to the desired design direction and specifications. A punch list will be developed (as needed) to allow for resolution of any errors in printing / installation.

SCOPE / GOALS

- One (1) on site meeting with client to finalize all content and locations for banners with client
- Finalize construction documentation and rebid as necessary
- Develop high resolution production files for each banner type specified in program (Welcome, 100-600 blocks, Duchess Plaza, and Riverwalk)
- Electronic delivery of all production files to signage vendor
- Review / approve material/ color samples
- Review installation / punch list - one (1) day on site

TIMELINE: 4-5 WEEKS

PROPOSAL

13 APRIL 2018 | CITY OF WISCONSIN DELLS | Banner Production Art | Chris Tollaksen - (608) 253-2542

DELIVERABLES

- High resolution production art files for all necessary banner sizes
- Online meetings, site visits, vendor meetings (as needed)

NOT INCLUDED

- Fabrication and installation of banners
- The client will provide the necessary contract documentation required for open bidding
- The client will publish the necessary bid notices
- Coordination with WI DOT to acquire state approval to be done by others



Pricing based on the signage design above. Final copy is pending.

PROPOSAL

13 APRIL 2018 | CITY OF WISCONSIN DELLS | Banner Production Art | Chris Tollaksen - (608) 253-2542

Wisconsin Dells Banners-Production Files				
Item #	Exhibit	Description	Qty	Total Production, PM Fabrication & Installation
1	Banner Program	high resolution art for 16 unique designs and 2 different sizes	32	\$12,825
				\$12,825
2	Misc.	1/2 day onsite to review final locations- 2 ZD staff members	1	\$1,200
3		1 day onsite to review installation / punchlist	1	\$1,200
4		mileage - 2 trips		\$132
				\$2,532
	Total Design Fees (does not include sales tax)			\$15,357

PROPOSAL

ZEBRADOG
DYNAMIC ENVIRONMENT DESIGN

13 APRIL 2018 | CITY OF WISCONSIN DELLS | Banner Production Art | Chris Tollaksen - (608) 253-2542

SUMMARY / SCOPE OF WORK

DELIVER (DESIGN FILES ONLY)

\$15,357

(Anticipated expenses included in the total above)

PAYMENT TERMS

- A 25% down payment will be charged at project inception. Remaining fees will be billed monthly as incurred.
- Changes to scope may result in adjustment of fees and a scope revision.
- Sales tax not included (if applicable).
- ALL INVOICES ARE DUE NET 30 DAYS FROM DATE ISSUED.



13 APRIL 2018

SUBMITTED: MARK SCHMITZ, ZEBRADOG

ACCEPTED (PLEASE SIGN AND DATE)

Wisconsin Dells Banners-Downtown to Bridge

Item #	Exhibit	Description	Qty	Total Fabrication & Installation
1	Banner Fabrication	Fabrication of 2- sided composite aluminum composite banner	60	8,400
				8,400
2	Banner Installation	Installation - includes removal of existing banners, painting of existing brackets, dismantle, replace old sign with new, reinstall	60	7,370
		Man Lift	1	400
				7,770
	Total Fabrication & Installation			\$16,170

Wisconsin Dells Banners-Lower Dells Stoplight to Bridge

Item #	Exhibit	Description	Qty	Total Fabrication & Installation
1	Banner Fabrication	Fabrication of 2- sided composite aluminum composite banner (larger size banner)	32	12,320
				12,320
2	Banner Installation	Installation - includes removal of existing banners, painting of existing brackets, dismantle, replace old sign with new, reinstall	32	4,010
		Man Lift	1	400
				4,410
	Total Fabrication & Installation (does not include sales tax)			\$16,730

Wisconsin Dells Banners-ZD to Procure Banners and Project Manage

Item #	Exhibit	Description	Qty	Net Pricing	Fabrication & Installation (includes 25% markup)	High Resolution Production, Content Procurement & Production Management	Total Production, PM Fabrication & Installation
1	Banner Program	high resolution art for 8 unique designs and 3 different sizes	1		0	12,825	\$12,825
		fabrication and installation of new 2-sided aluminum composite panel banner sign face for downtown blocks	60	16,170	20,213	0	\$20,213
		fabrication and installation of new 2-sided aluminum composite panel banner sign face from lowr dells stoplight to railroad bridge	32	16,730	20,913		\$20,913
				32,900	41,125	12,825	\$53,950
	Misc.	1/2 day onsite to review final locations- 2 ZD staff members	1			1,200	\$1,200
		1 day onsite to supervise installation	1			1,200	\$1,200
		mileage - 4 trips				264	\$264
						2,664	\$2,664
	Total Fabrication & Installation			\$32,900	\$41,125	\$15,489	\$56,614

Riverwood Eagle's Nest
Extended and Restated Development Agreement

This extended and restated Development Agreement is by and between the City of Wisconsin Dells, a Wisconsin Municipal Corporation (City) and Riverwood Eagle's Nest, LLC, a Wisconsin Limited Liability Company (Developer)

RECITALS

- A. The City and Developer are parties to a certain Development Agreement dated August 4, 2017, a copy of which is attached as Exhibit A.
- B. That Agreement covered the Riverwood Eagle's Nest project in general and Phase 1A in particular.
- C. This Agreement extends the underlying Development Agreement to Phase 1B and restates and applies the agreement to Phases 1A and 1B.

AGREEMENT

- 1. Attached and incorporated by reference as Exhibit B is a document captioned Riverwood Eagle's Nest Phase 1A and B Zoning Use which delineates the components of the phases subject to this agreement and approved by the City.
- 2. Attached and incorporated by reference as Exhibits C-F respectively are the following sketches and diagrams regarding the project:
 - C. Overall site plan showing location of Phase 1B.
 - D. Phasing Diagram
 - E. Phase 1B Independent Living Apartments RCAC-FLEX
 - F. Overall Utility Plan
- 3. Attached and incorporated by reference is Exhibit G which sets forth the contingencies and recommendations applicable to Phase 1B, the GDP and Phase 1A.
- 4. The City's financial assistance for Phase 1B shall be modeled on the City's financial assistance for Phase 1A as follows:
 - a.) The City shall pay developer a total tax increment contribution which will be the lesser of:
 - i. \$1.35 million; or
 - ii. 15% of the added tax increment value of Phase 1B.

- b.) The total tax increment contribution shall be paid annually for 10 years or until paid in full, which ever occurs first. No payments will be made after 10 years.
 - c.) The amount of the annual payment shall be 90% of the tax increment revenue received by the City in that year with respect to the Phase 1B project.
 - d.) No city contribution shall be earned or paid unless the tax increment value of Phase 1B, during the term of this agreement, is \$9 million or more.
5. All other terms of the Development Agreement are extended, restated and applied to Phase 1B.

CITY OF WISCONSIN DELLS

Dated: April____, 2018.

_____, Mayor

Dated: April____, 2018.

Nancy R. Holzem, Clerk/ Administrative
Coordinator

RIVERWOOD EAGLE'S NEST, LLC

Dated: April____, 2018.

By: _____
its: _____

Final

**Riverwood Eagle's Nest
Development Agreement
City of Wisconsin Dells
Tax Increment District No. 3**

This Development Agreement is dated August 4, 2017 by and between the City of Wisconsin Dells, a Wisconsin Municipal Corporation (City) and Riverwood Eagle's Nest, LLC, a Wisconsin Limited Liability Company (Developer).

RECITALS

City and Developer acknowledge the following:

- A. Developer owns the following described real property located in the City: See Exhibit A attached.
- B. The City has created Tax Increment No. 3 District (District) pursuant to Wis. Stat. sec. 66.1105 and approved and amended a plan for the development of the district (District Plan and Amended Plan).
- C. The specific property subject to this agreement, the site of Phase 1A, Tax Parcel #291-2200-1903, is located within the boundaries of the district. (The Property)
- D. Subject to obtaining the financial assistance set forth in this agreement, Developer intends to develop a senior living community that will provide assisted care, memory care and independent living.
- E. Development of the senior living community will enhance the tax base of and provide other benefits to the City and is consistent with the District Plan and Amended Plan.
- F. The City desires to encourage economic development, to expand its tax base and to create new jobs within the City, the district and the property.
- G. The City finds that the development of Developer's property and the fulfillment of the terms and conditions of this Agreement are in the best interests of the City

and its residents and serve a public purpose in accordance with state and local law.

- H. The development of the senior living community would not occur without the financial assistance to be provided to the Developer as set forth in this Agreement.
- I. The City, pursuant to Common Council action, has approved this Agreement and authorized its execution by the Mayor and Clerk/Coordinator on the City's behalf.
- J. The Developer has approved this Agreement and authorized its execution by authorized agents on the Developer's behalf.

AGREEMENTS

NOW THEREFORE, in consideration of the recitals, promises and undertakings set forth herein, the parties mutually agree and covenant as follows:

SECTION 1. Project Description.

- 1. Developer will design and construct, in phases, a senior living community in accordance with all applicable State and City zoning, building codes, ordinance regulations and stormwater requirements.
- 2. Owner represents to the City that the development of the senior living community without the benefits provided by the City to the Developer pursuant to this agreement would not be financially viable and that but for such assistance Developer would not proceed with the development as currently contemplated.
- 3. The Senior Living Community shall be developed in phases as follows:
See attached Exhibit B.
- 4. This Agreement covers Phase 1A. It is mutually agreed that future phases 1B, 2 and 3 will use the terms outlined in SECTION 4 of this Agreement.
- 5. This Agreement covers development on Tax Parcel #11291-2200-1903.

6. Developer shall commence construction of the Phase 1A improvement on or before ____*, 2017 and shall complete construction to a condition ready for occupancy on or before ____*, 2018.
7. The Phase 1A project and improvements shall be as forth in the site plan attached as Exhibit C and subject to the City conditions and approvals set forth in Exhibit D, which also include PDD and GDP contingencies.
8. The Planned Development District and General Site Plan for the Senior Living Community is as depicted in Exhibit E.

SECTION 2. Developer Obligations.

1. Developer shall initiate, or cause to be initiated by third parties, Phase 1A of the project and complete with same in accordance with the Zoning Code and all other applicable City building codes, fire codes, ordinances, regulations and City approvals.
2. All project costs expended by Developer, including costs incurred before the date of this Agreement and which are eligible for funding pursuant to Wis. Stat. sec. 66.1105, are referred to as "Developer Costs". Developer costs shall include, without limitation, costs for the acquisition of land, construction of improvements, including hard and soft construction costs, professional fees, architectural fees, construction period interest, civil engineering fees, general contractor fees, infrastructure improvements, environmental remediation costs, demolition, public parking facilities, and the clearing, grading, and construction of the Project, and other costs permitted pursuant to Wis. Stat. sec. 66.1105.
3. The projected tax increment value of Phase 1A, when completed, shall be \$9.5 million.

4. Developer consents and agrees to the following:
 - a. Roads. The roads within the Development shall remain privately owned and maintained.
 - b. Utility Mains. Any water and sanitary sewer mains within the Development will meet City standards, be dedicated to the City, be located within easements approved by the City and be recorded in the Columbia County Register of Deed's office. The water main will be looped.
 - c. Storm Water Management. The storm water management plan in the Site Plan review must not create adverse effects on the City streets, neighboring properties, or other facilities.
 - d. No Destination Commercial Uses. Commercial uses (such as restaurants) shall not be a principal use, or they may be restricted by the City if the City deems them to be creating a nuisance to the existing residential zones, including traffic or parking nuisance, or noise nuisance.
 - e. Buffer. The plans for the Site Plan review must show adequate berming or landscaping buffers between the Development and neighboring properties.
 - f. Nuisances. The Developer shall cooperate with the City to resolve any nuisances that may result from the Development.
5. Not later than ____*, 2017 the Developer shall present to the City an irrevocable, final and unconditional financing commitment from a lender satisfactory to the City which commitment shall be sufficient to cover all of Developer's Phase 1A costs and expenses.

SECTION 3 City Obligations.

1. The City shall cooperate with the Developer throughout the preconstruction and construction periods and shall promptly review and/or process all submissions and applications.
2. Subject to all of the terms, covenants and conditions of this Agreement and as an inducement by the City to the Developer to construct Phase 1A of the Senior Living Community, the City will provide the financial assistance set forth in Section 5. The same terms, covenants and conditions of this Agreement will be used in an inducement by the City to the Developer to construct future Phases 1B, 2 and 3 of the Senior Living Community and will use the same terms set forth in SECTION 4.
3. The financial assistance is subject to the Developer obtaining City approvals, drawing plan specifications, variances or conditional uses and fulfilling the terms and conditions of the City's approvals.

SECTION 4. Financial Assistance.

1. In this section the following terms have the following meanings. Any undefined words or terms shall have the definitions used in state law.
 - a. Contribution means the Tax Increment Revenue payment made to the Developer.
 - b. Property Base Value means the equalized value of the Property upon the creation of TID #3 as of January 1, 2006 as certified by the State, which was \$243,700.00.
 - c. Tax Increment Value means the equalized value above the Property Base Value established for the Property as determined by the City assessor.

- d. Tax Increment Revenue means the personal and real property tax revenue [(as defined in Wis. Stat. sec. 66.105(2)(1)] generated by the Tax Increment Value of the Project.
2. The City will provide contributions to the Developer as reimbursement for a portion of the Developer Costs as provided in this Agreement.
 3. The City will provide contributions to the Developer solely from future Tax Increment Revenue from the Property as a reimbursement for Developer's costs.
 4. The City's total payment of Tax Increment Revenue as a contribution towards development costs shall be fifteen percent (15%) of the Tax Increment Value of Phase 1A which is estimated to be \$1.425 million.
 5. For 10 years beginning in the tax year following completion and occupancy of Phase 1A, Tax Increment Revenue contributions will be provided to the Developer as follows: the City will pay the Developer ninety percent (90%) of the Tax Increment Revenue received by the City with respect to the Project in that year.
 6. No contributions will be made until the property taxes have been paid on the property.
 7. Contributions pursuant to this Agreement shall be made by September 1 each year. The contribution shall be a special and limited obligation of the City and not a general obligation.
 8. Developer hereby acknowledges that, as a result of the special and limited nature of the City's obligation to pay the Contribution, Developer's recovery of the full amount of the Contribution depends on factors including, but not limited to, future mill rates, changes in the assessed value of the Project, the failure of the Project to generate the Tax Increment Revenue in the amount expected by

Developer, or reduction in Tax Increment Revenue caused by changes in the Tax Increment Law to the extent that they apply retroactively to this Agreement of the District.

9. All debts owed to the City of Wisconsin Dells or Columbia County by the Developer including real estate and personal property taxes must be paid in full and timely to qualify for the incentive payment.
10. Existing TID #3 debt obligations have priority over contributions to Developer. Current TID #3 priority obligations are itemized in Exhibit F attached. All funds in the special fund of TID #3 will be used first to make the principal and interest payments due and only after the debt payments have been paid in full for any particular year shall funds in said special fund be used to pay any other project costs of TID #3.
11. If on any contribution payment date there are insufficient revenues to pay the amount due, the amount not paid shall accumulate and be payable on the next payment date until the contribution balance is paid in full or the agreement has expired or been terminated.
12. The contribution is a special limited revenue obligation and not a general obligation of the City and it payable by the City only from the collected tax increment generated from the project.
13. The contribution is not a general obligation of the City and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the contribution and no property or other asset of the City except the collected tax increment revenue is or shall be a source of the City's obligations.
14. The City's financial assistance for Phases 1B, 2 and 3 will be modeled on this SECTION 4.

SECTION 5. Tax Status.

As long as the District is in existence, the Developer's land and all buildings and improvements thereon shall be owned and taxable for real estate tax, special assessment purposes and personal property taxes. The City may waive this restriction upon execution of a payment in lieu of taxes (PILOT) agreement, in a form acceptable to the City, made between the City and the owner or lessee of the Property.

SECTION 6. Improvements.

1. The Development will be designed, constructed and installed by Developer at Developer's sole cost and expense. All improvements shall be designed, constructed and installed in accordance with applicable City standards and engineering standards and specifications contained in the applicable City building codes. Where standards and/or specifications have not been expressly established by the City, all work shall be performed in accordance with established engineering practices as designated and approved by the City Engineer.
2. The water and sewer mains within the Development shall be known as the "Public Improvements". During the course of the construction of the Public Improvements, the City Engineer shall make or cause to be made such inspections as the City deems necessary to ensure compliance of the Public Improvements with the approved plans and specifications. After completion of all Public Improvements and prior to final acceptance of the Public Improvements, Developer shall make and provide to the City such documentation as the Director of Public Works may require including, without limitation, a master plan set of the original stamped and approved plans that show all red-lines and updates; and, all construction shall be GPS mapped and GIS cataloged in a master file set compatible with the City mapping system.

3. After the required Public Improvements have been installed and completed, and within 28 days after receiving written notice that Developer desired the City to inspect such Public Improvements, the City Engineer shall inspect the Public Improvements and, if acceptable to the City Engineer, the Common Council shall by resolution certify such Public Improvements as being in compliance with this Agreement and with the standards and plans and specifications of the City. Before obtaining certification of any such Public Improvements, Developer shall present to the City valid lien waivers from all entities providing materials or performing work on the Public Improvements.
4. Developer agrees to guarantee and warrant all of the Public Improvements for a period of one year from the date of final acceptance by the City of each phase of the Public Improvements completed by Developer. If any defect appears during the guarantee period, Developer agrees to replace the defective work or repair the defective work at its own expense to the standard provided in the approved plans and specifications. All guarantees or warranties for materials or workmanship which extend beyond the above guarantee period shall be assigned by Developer to the City as beneficiary. Other than this construction guaranty, all liability for the Public Improvements, and all obligations to maintain and repair such Public Improvements, shall rest with the City, and the recorded easements shall so state.
5. Easements. Developer shall grant and record, prior to the issuance of the first building permit for each Phase of the Development, a recordable easement to the City, over all roadways and paths in the Development, for emergency and municipal services, including garbage collection. Developer shall not construct City improvements in designated easement areas. If the City performs work in an

easement, the City shall be responsible for restoration of the area to grade and above grade restoration will be the responsibility of the Developer.

6. Fencing. Developer shall have the right to install fencing in appropriate locations in the Development to ensure the safety of residents and the public.
7. Consent to install utilities. To the extent needed, the City hereby consents to the installation of utilities under all road rights of way needed for the installation of utilities as shown on the final approved site plan.
8. Water/Sewer Fee. Developer shall not be required to pay for any water or sewage fees except for the normal usage fees and normal hookup fees which are uniformly charged to other users.
9. Carts. City agrees that the Developer may use, on its private roads, and on Bowman Road and other roads as defined in the future as “golf cart approved” roads, golf carts and other small utility carts, but subject to reasonable restrictions to address safety concerns. Implementation of this section may include, at the City’s direction, appropriate street markings.
10. Inspections. Developer grants the right of entry on the lands within the Development to personnel or agents of the City to conduct inspections and monitor compliance with the provisions of this Development Agreement.

SECTION 8. Miscellaneous Terms.

1. The City will not make any contributions or other payments to Developer related to Phase 1A under this agreement or subsequent agreements after September 2, 2030; and, the City does not contemplate making any contributions or other payments to Developer related to this project after December 31, 2035.

2. Developer will not qualify for commencement of contributions related to Phase 1A unless construction is completed and an occupancy permit issued for the Phase 1A improvements prior to _____*, 2018.
3. Amendment. This Agreement may be amended only by a written amendment instrument approved and executed by the City and Developer, or the then owner of the Developer's property.
4. Successors Bound. This Agreement shall be binding upon Developer and its heirs, successors and assigns in ownership to the Developer's Property, but if Developer still owns any portion of the Developer's Property, Developer alone shall be the only party able to sign an amendment, and no other purchasers or owner of part of the Development.
5. Severability. Any illegal or unenforceable provision of this Agreement will be severed and will not render invalid any remaining portions of this Agreement.
6. Written Notice. Any writing notification required under this Agreement shall be deemed to be served if it is personally delivered or sent by first class mail to the following:

To City: City of Wisconsin Dells
 300 La Crosse Street
 Wisconsin Dells, Wisconsin 53965
 Attn: Karen Terry
 608-254-2012

To Developer: Riverwood Eagle's Nest
 8001 Terrace Ave., Suite 202
 Middleton, Wisconsin 53562
 Attn: Steve Cohan
 608-826-3450, ext. 622

7. Attorney Fees. If either party commences litigation, arbitration or mediation to enforce the terms of this Agreement, the non-prevailing party shall pay all costs,

including reasonable attorney fees and expert witness fees, of the prevailing party. If the court, arbitrator or mediator awards relief to both parties, each will bear its own costs.

8. Default. Upon any default hereunder, either party shall have all remedies available at law or equity as necessary to cure any default, except to the extent provided otherwise in the Developer's Agreement.
9. Benefits. The benefits of this Agreement to Developer are personal and shall not be assigned without the express written consent of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void.

Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of Developer and shall be binding on the successors and assigns of Developer. There is no prohibition on the right of the City to assign its right under this Agreement.
10. Ownership Warranty. Developer hereby warrants that it is the owner of all of the Developer's Property.
11. Effective Date. This Agreement is entered into as of the day and year first written above.

*** Blank dates above to be mutually agreed between the parties hereto.**

CITY OF WISCONSIN DELLS

Dated: August 4, 2017.

Brian L. Lander
Brian L. Lander, Mayor



Dated: August 4, 2017.

Nancy R. Holzem
Nancy R. Holzem, Clerk/Administrative
Coordinator

RIVERWOOD EAGLE'S NEST, LLC

Dated: August 4, 2017.

By: STEVEN COHAN
its: MANAGING MEMBER

STEVE Comm Comm Refuse fill!

Date: 8-4-17

Jeffrey A. Zittel

expir. 7-13-18



Legal Land Description and Tax Keys

The "Dyo Parcel" is Tax Key Number 11291-2200.1903, and is described as follows:

A parcel of land located in part of Government Lot Five (5) and part of the Northwest Quarter of the Southeast Quarter and Block Thirteen (13), Ramsays Addition, all in Section 10, Township 13 North, Range 8 East, City of Wisconsin Dells, Columbia County, Wisconsin, which is bounded by a line described as follows: Commencing at the South one quarter corner of said Section 10; thence North 30°01'03" West, 758.29 feet to the Northeast corner of Columbia County Certified Survey Map No. 1306; thence North 89°50'58" West, 1007.44 feet along the North line of said CSM extended and on the South line of the recorded Riverwood Condominium Plat to a meander corner; thence North 06°31'54" East, 475.73 feet along a meander line for said Condominium Plat to a point on the North line of said Plat, 95 feet more or less, from the water's edge of the Wisconsin River; thence North 10°06'07" East, 443.15 feet along a meander line to a point 72 feet more or less from said water's edge; thence North 42°47'00" East, 553.94 feet along a meander line; thence North 17°39'00" East, 50.03 feet along a meander line to a point which is 287 feet more or less from said water's edge and the point of beginning of this description; thence continuing along said meander line North 17°39'00" East, 642.75 feet to a point 319 feet more or less, from said water's edge; thence North 09°33'59" East, 285.73 feet along a meander line 305 feet more or less from said water's edge; thence North 42°24'21" West, 596.37 feet along a meander line 35 feet more or less from said water's edge; thence North 47°35'39" East, 50 feet to the South right of way of the Canadian Pacific Railroad; thence South 42°24'21" East, 1920 feet along said right of way; thence along the arc of a curve concave to the Northeast, a radius of 2914.70 feet (the chord of which bears South 44°07'46" East, 175.34 feet) a distance of 175.37 feet along said right of way; thence South 11°56'44" West, 181.41 feet along the West right of way of Bowman Road; thence North 74°19'10" West, 1305.02 feet to the point of beginning. Including all lands between the meander line and the Easterly Water's Edge of the Wisconsin River.

EXHIBIT B

Senior Living Community Development Phases

<u>Phase</u>	<u>Description</u>	<u>Anticipated Development Costs</u>	<u>Anticipated Year of Completion</u>
1A	52 living units of assisted living, memory care, community nook and telemedicine	\$9.5 Million	2018
1B	38 unit independent living, assisted living RCAC-Flex apartment building	\$8.9 Million	2020
2	Additional assisted living, memory care and commons	\$15 Million	2021
3	Retreat center and two (2) private home sites	\$6.75 Million	2022

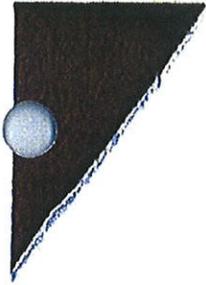
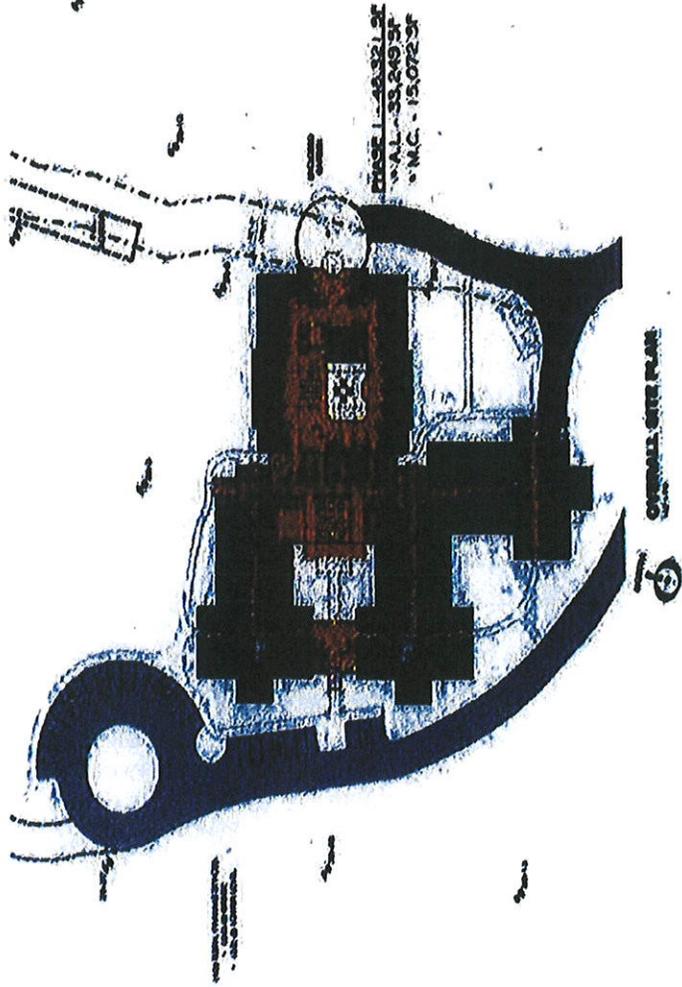


EXHIBIT C-2



RIVERWOOD EAGLES NEST

02/20/17 10:00 AM

EXHIBIT C3

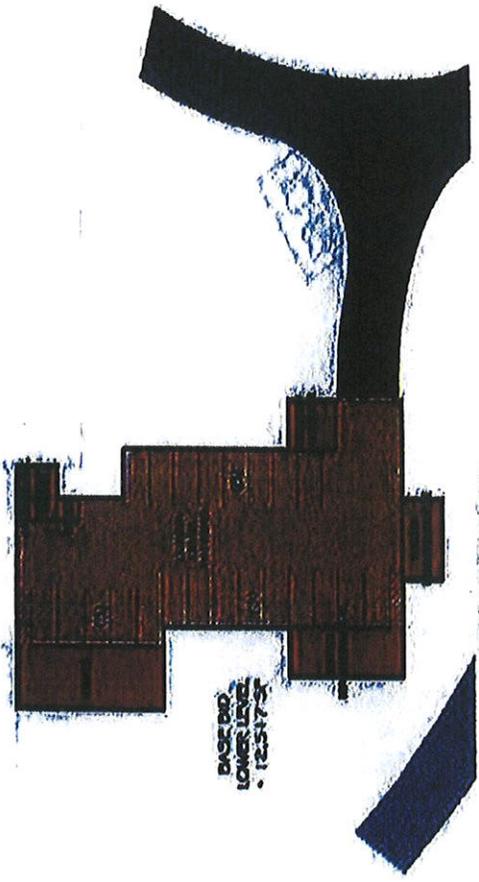


DATE: 3/21/17

PROJECT: RIVERWOOD EAGLES NEST

OWNER: RIVERWOOD EAGLES NEST

3/21/2017 2:11:50 PM



SLAB ON GRADE

ALT. BID LOWER LEVEL: 12517.0'

SLAB ON GRADE

BASE BID LOWER LEVEL: 12517.0'

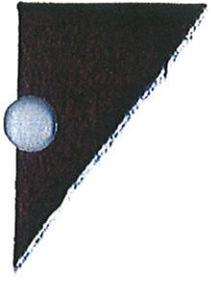


Exhibit D

Additional Contingencies

Approval of this PDD should come with the following contingencies:

1. The roads within the development remain privately owned and maintained.
2. Any public utilities within the development meet City standards, are approved by the City, and utility easements approved by the City are recorded.
3. The access to the facility is approved by Emergency response personnel.
4. A detailed Site plan is approved by the City, that includes but is not exclusive to the following:
 - a. The private development road intersections with Bowman Rd. are approved by the City.
 - b. Utility plans that include looping utility supplies to the development.
 - c. A Storm water management plan that will not create adverse effects on City streets, neighboring properties, or anything else
5. Commercial uses on this development do not create traffic nuisances on Bowman Rd. or other residential streets. Commercial uses will be restricted if the City deems them to be creating a nuisance to the existing residential zones.
6. Adequate buffers are established between the development and neighboring properties
7. The developer cooperates with the City to resolve any nuisances that may result from this development.

Approval of this PDD GDP should come with the following contingencies, which are to be considered additive to the contingencies from the November 2016 meeting:

1. The utility easements within the facility do not hold the City responsible to repair any improvements above the utilities (i.e. pavement or landscaping)
2. Any public utilities within the development meet City standards, are approved by the City, and utility easements approved by the City are recorded.
3. Any underground facilities to be dedicated to the City are GPS and the City is provided adequate mapping of the facilities that is compatible with the City's GIS mapping system.
4. Fire lanes are accepted by the Fire Chief.
5. ~~The secondary access plan, while land acquisition in place, is provided with the Phase 1B Site Plan application. The secondary access to the facility is in place prior to the occupancy of the Apartment building referred to as Phase 1B.~~
6. The developer is responsible to correct any storm water nuisances that their development creates.
7. Adequate buffers are established between the development and neighboring properties
8. The developer cooperates with the City to resolve any nuisances that may result from this development.

Approval of the Site plan application for Phase 1A should come with the following contingencies:

1. All final utility plans (water, electric, sanitary and storm sewer) are provided to the City for review and approval prior to the commencement of any construction.
2. Any site improvements not part of this plan shall be approved by City staff at their sole discretion.
3. Storm water is not allowed to run on Bowman Rd. or anywhere else where it would cause a nuisance or damage. The developer is responsible for upsizing downstream culverts and installing additional erosion control measures if required.
4. This approval does not include Phase 1B. An additional Site plan application is to be submitted and approved by the City prior to beginning Phase 1B.

TID #3 Priority Debt Obligations

TID #3 Priority Debt:

2012 Electric Revenue Bonds - \$2,305,000

2013 G.O. Notes - \$1,600,000

2014 G.O. Notes - \$850,000

2017 CDA Lease Revenue Bonds - \$13,575,000

Total TIF #3 = \$18,330,000 as of 01/01/2018

EXHIBIT

F

SITE PLAN APPLICATION
Wisconsin Dells, Wisconsin

EXHIBIT
B

February 27, 2017

Riverwood Eagle's Nest Phase 1 (a) and (b) Zoning Use

May 31, 2017

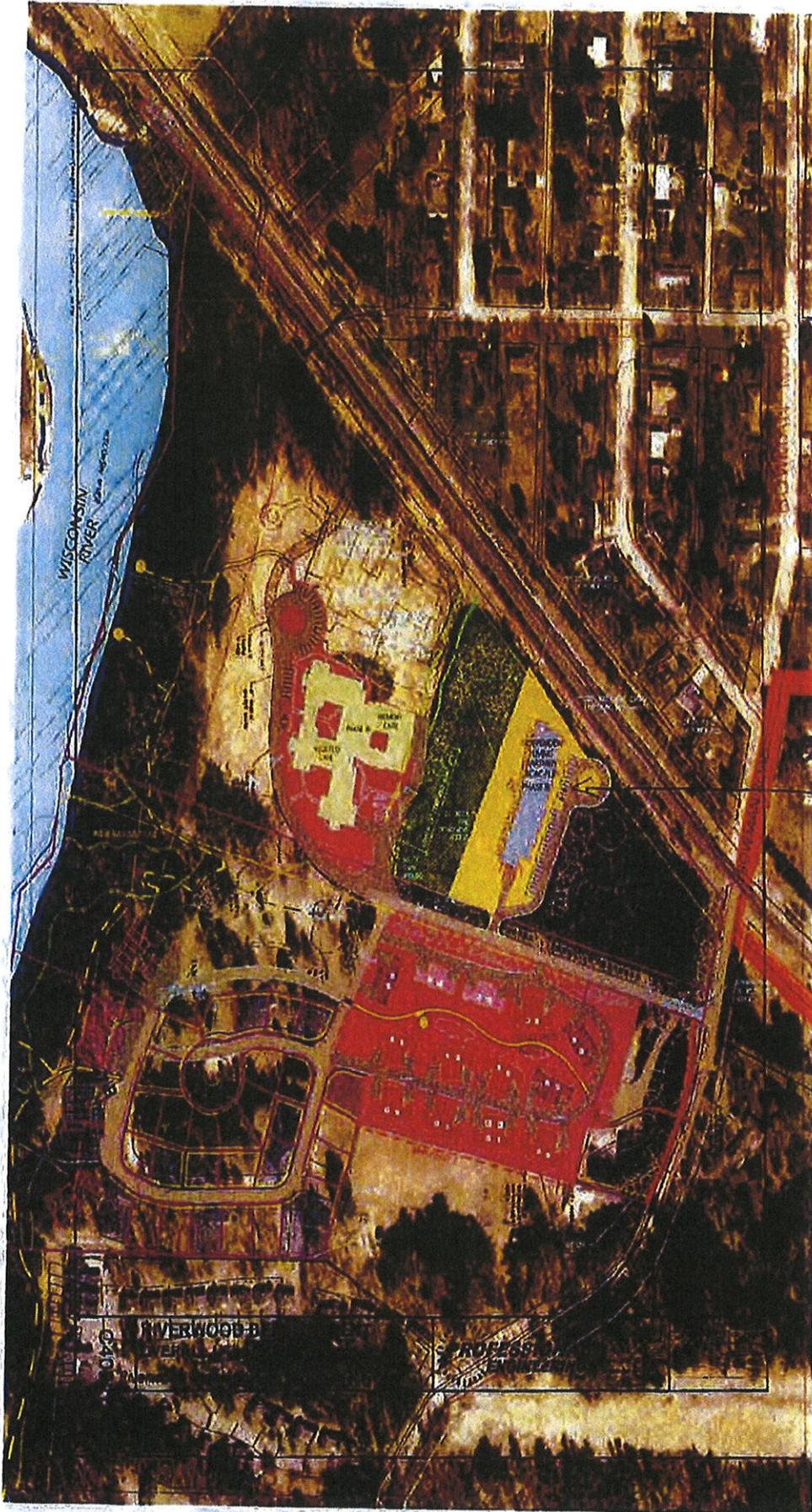
Zoning Definition	Independent Living Duplex	Assisted Living (RCAC)	Memory Care (CBRF)	Independent Living RCAC-Flex	Commons	Site and other
3.2 Residence						
3.4 two-family	Phase 1 (a) 26 total units in 13 buildings					
3.5 Multi-family				Phase 1 (b) 38 unit apartment building		
3.6 Townhouse						
4.2 Community		Phase 1 (a) 30 units	Phase 1 (a) 22 units			
4.7 Retirement Home					Phase 1 (a) Medical, rehabilitation, wellness and exercise facilities for use by all campus residents	
5.5 Overnight Lodging						Phase 1 (a) Condos and/or apartments owned by Riverwood Eagle's Nest to be made available to resident families and guests on a short term basis, primarily when visiting a resident
5.6 Resort						
6.1 Micro Brewery						
6.2 Restaurant		Phase 1 (a) Food preparation for resident and guest consumption	Phase 1 (a) Food preparation for resident and guest consumption		Phase 1 (a) Community coffee nook, food preparation for resident and guest consumption	
6.3 Tavern		Alcohol will not be sold to residents	Alcohol will not be sold to residents			
7.4 Convenience sales					Phase 1 (a) Community coffee nook	
Article 4 (P90) Wisconsin River Shoreland Buffer Overlay Dist.						Phases 1 (a) and 1 (b) Community coffee nook. These development standards will consider Section 19.953
12.9 Park						Phases 1 (a) and 1 (b) Park-like areas will be located throughout the campus. These areas will be

SITE PLAN APPLICATION Wisconsin Dells, Wisconsin

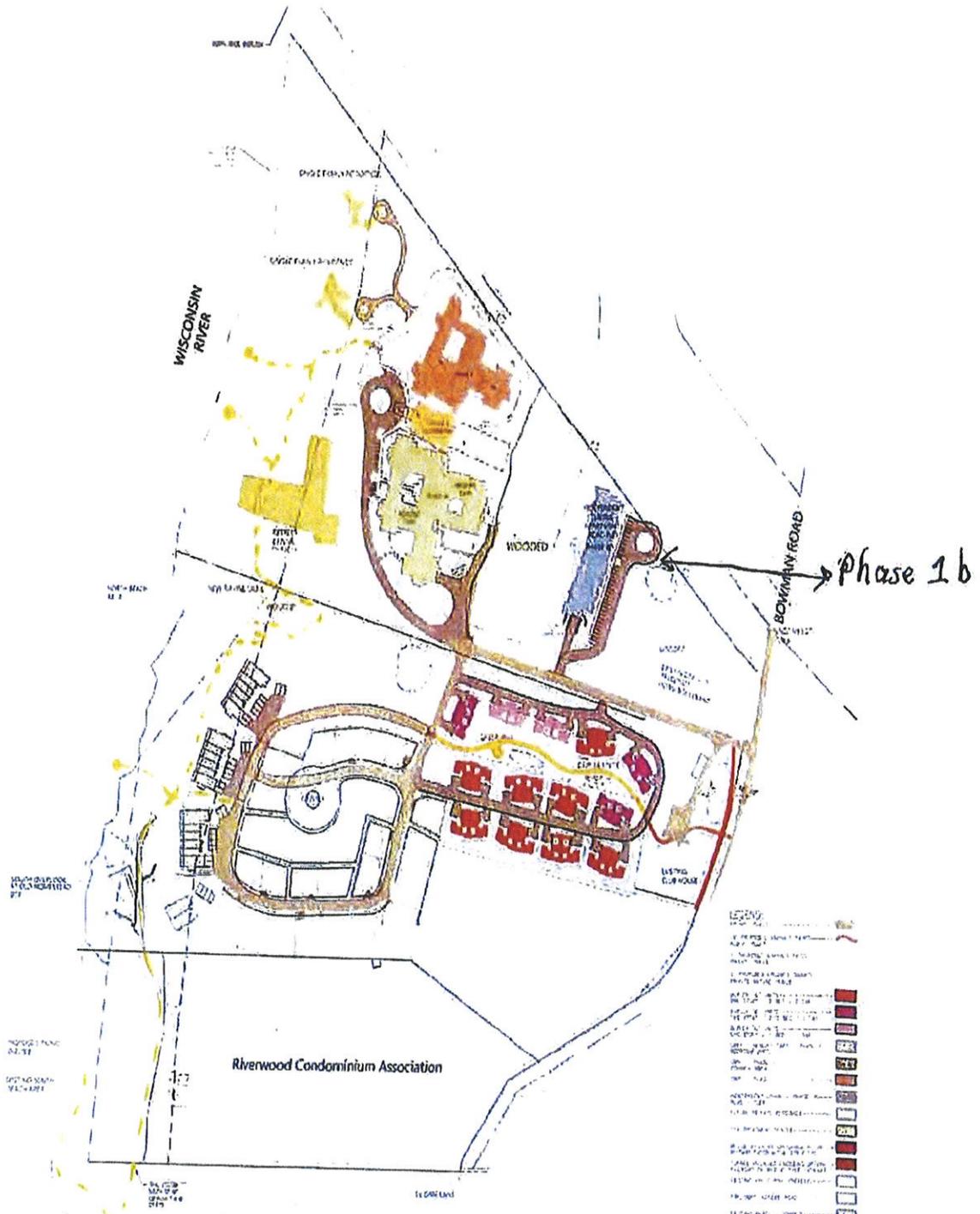
						available to residents, guests and City residents using the path
12.10 Recreational trail						Phases 1 (a) and 1 (b)
12.11 Sports/Fitness		Phases 1 (a) and 1 (b) Recreation rooms	Phases 1 (a) and 1 (b) Recreation rooms			Phases 1 (a) and 1 (b) Senior-specific outdoors recreation and sports areas are included in the site design
13.5 Community Center						
13.6 Community Cultural facility						
13.7 Community Garden						Phases 1 (a) and 1 (b) On site gardens and nursery
13.9 Worship facility						
14.1 and 14.2 Health Care					Phases 1 (a) Clinical/exam rooms, waiting areas and rehabilitation areas are located in the commons facility. Doctors, nurses, rehabilitation and wellness services will be available to residents and (likely) community members. These areas will be operated by a third party medical provider	
19.1 Artisan Shop						
20.5 Boat dock						Phases 1 (a) and 1 (b)
20.8 Fence						Phases 1 (a) and 1 (b)

EXHIBIT

C



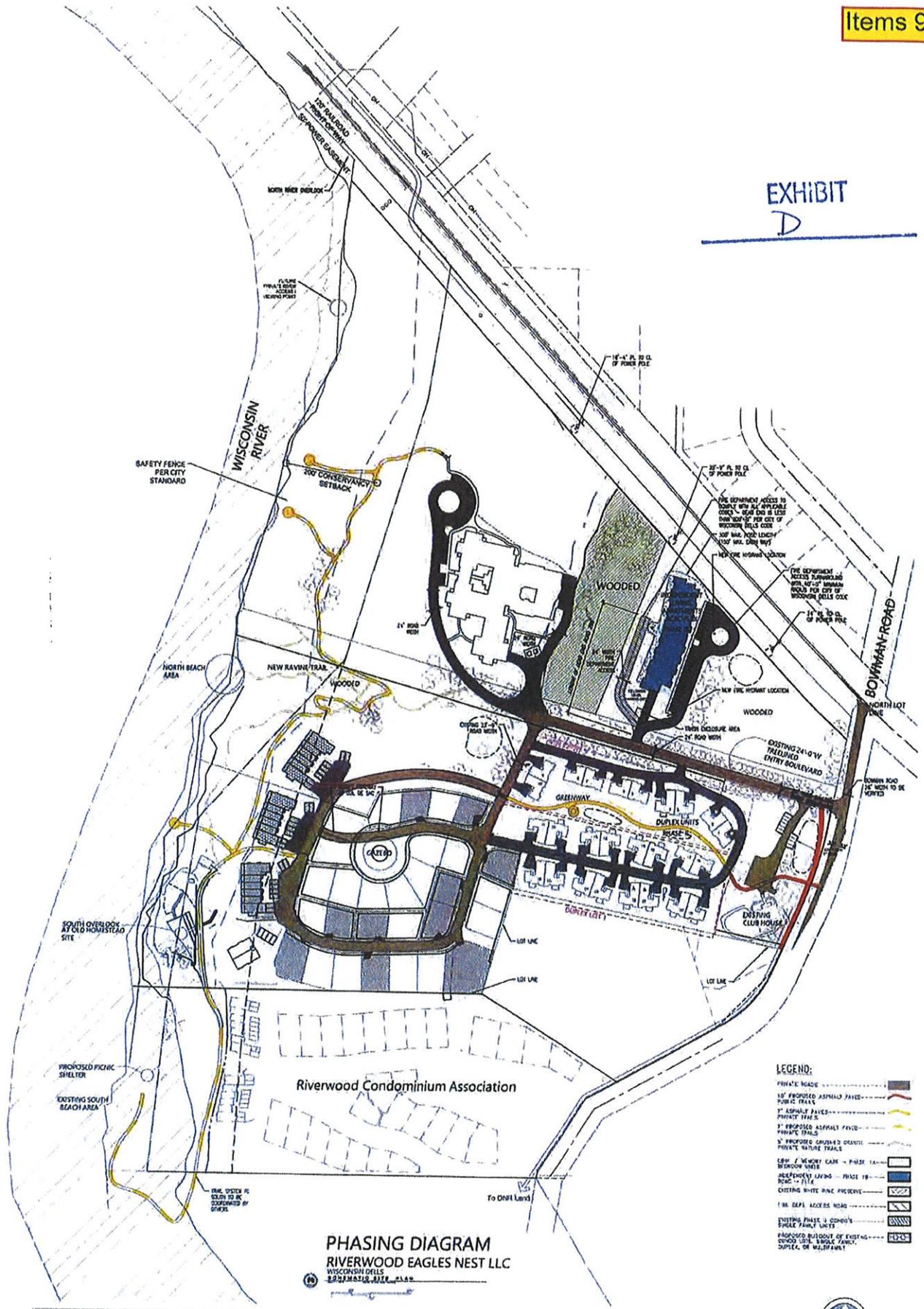
Phase 1b



SITE PLAN
RIVERWOOD EAGLES NEST LLC
10000 WISCONSIN AVENUE
MILWAUKEE, WI 53224



EXHIBIT
D



LEGEND:

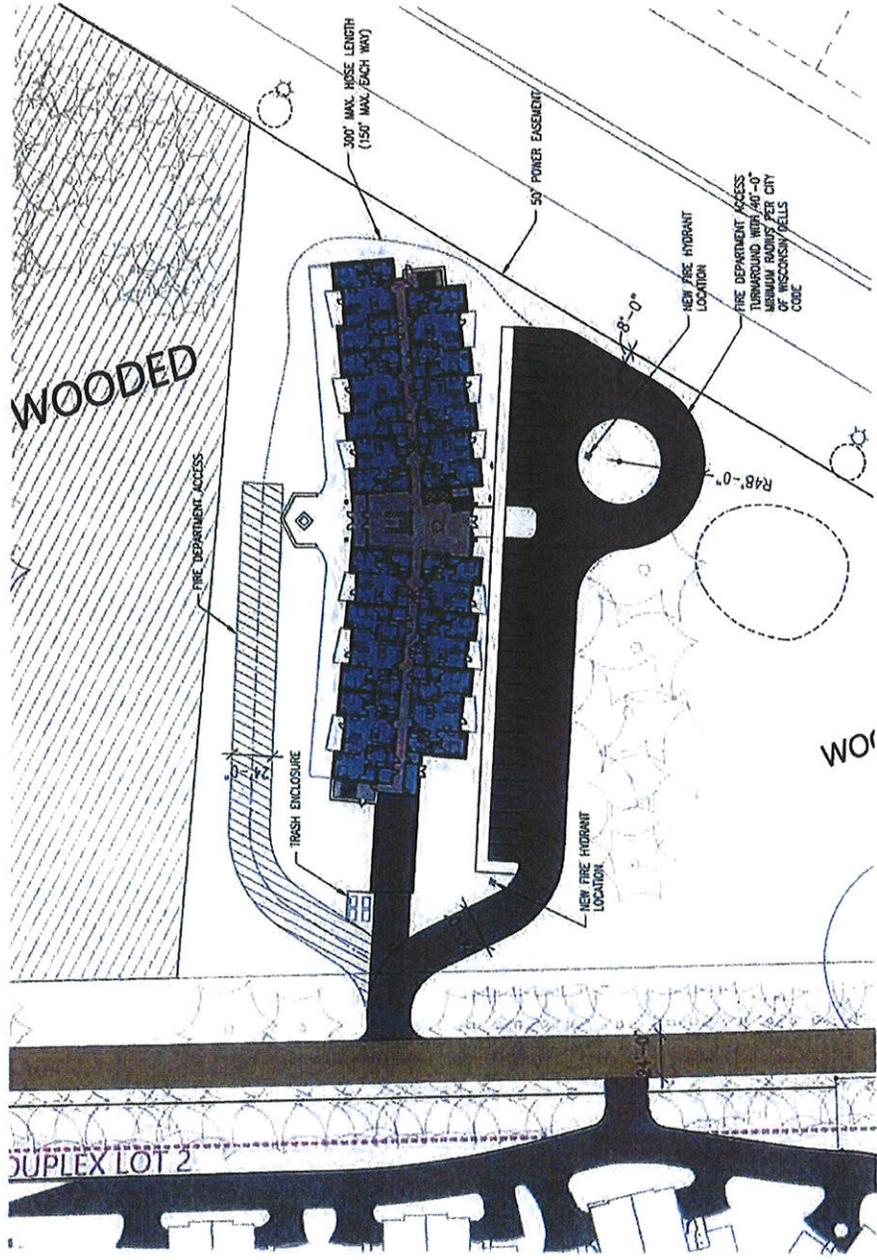
- PRIVATE ROAD
- 10' PROPOSED ASPHALT PAVED PUBLIC TRAIL
- 7' ASPHALT PAVED PRIVATE TRAIL
- 3' PROPOSED ASPHALT PAVED PRIVATE TRAIL
- 3' PROPOSED ASPHALT PAVED PRIVATE NATURE TRAIL
- CONC. / WEEDY GRASS - PHASE 1A
- RECEPTIVE LAWN - PHASE 1B
- CONC. / PAV. - PHASE 1C
- EXISTING WHITE PINE PICKET FENCE
- 1.5A. DEFS. ACCESS ROAD
- EXISTING PHASE 3 CONDO'S SINGLE FAMILY UNITS
- PROPOSED BUILDOUT OF EXISTING CONDO UNITS: SINGLE FAMILY, DUPLEX, OR MULTIFAMILY

COMMUNITY LIVING SOLUTIONS
 2801 E. Enterprise Avenue
 Suite 202 | Appleton, WI 54913
 P 920-959-0344 | F 920-869-9344
 communityliving.com

Quorum Architects, Inc.
 1111 West Adams Avenue
 Appleton, WI 54913
 P 920-833-1111
 www.quorumarch.com



EXHIBIT



PARKING COUNTS
SURFACE LOT:

30 STALLS INCLUDING 2 ADA STALLS
LOWER LEVEL:
44 STALLS INCLUDING 3 ADA STALLS
TOTAL:
74 STALLS INCLUDING 5 ADA STALLS

PHASE 1B SQUARE FOOTAGES:

LOWER LEVEL:	20,362 S.F.
FIRST FLOOR:	20,083 S.F.
SECOND FLOOR:	21,570 S.F.
THIRD FLOOR:	21,570 S.F.
TOTAL GROSS S.F.:	83,585 S.F.

NOTE: SECOND AND THIRD FLOOR SQUARE FOOTAGES INCLUDE ALL INCREASES FROM PUBLIC PLANS AND PHASE 1BCL.

PHASE 1B - INDEPENDENT LIVING
APARTMENTS RCAC-FLEX

RIVERWOOD EAGLES NEST LLC
WISCONSIN DELLS
FIRST FLOOR PLAN



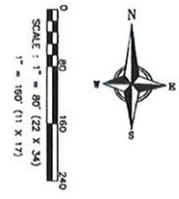
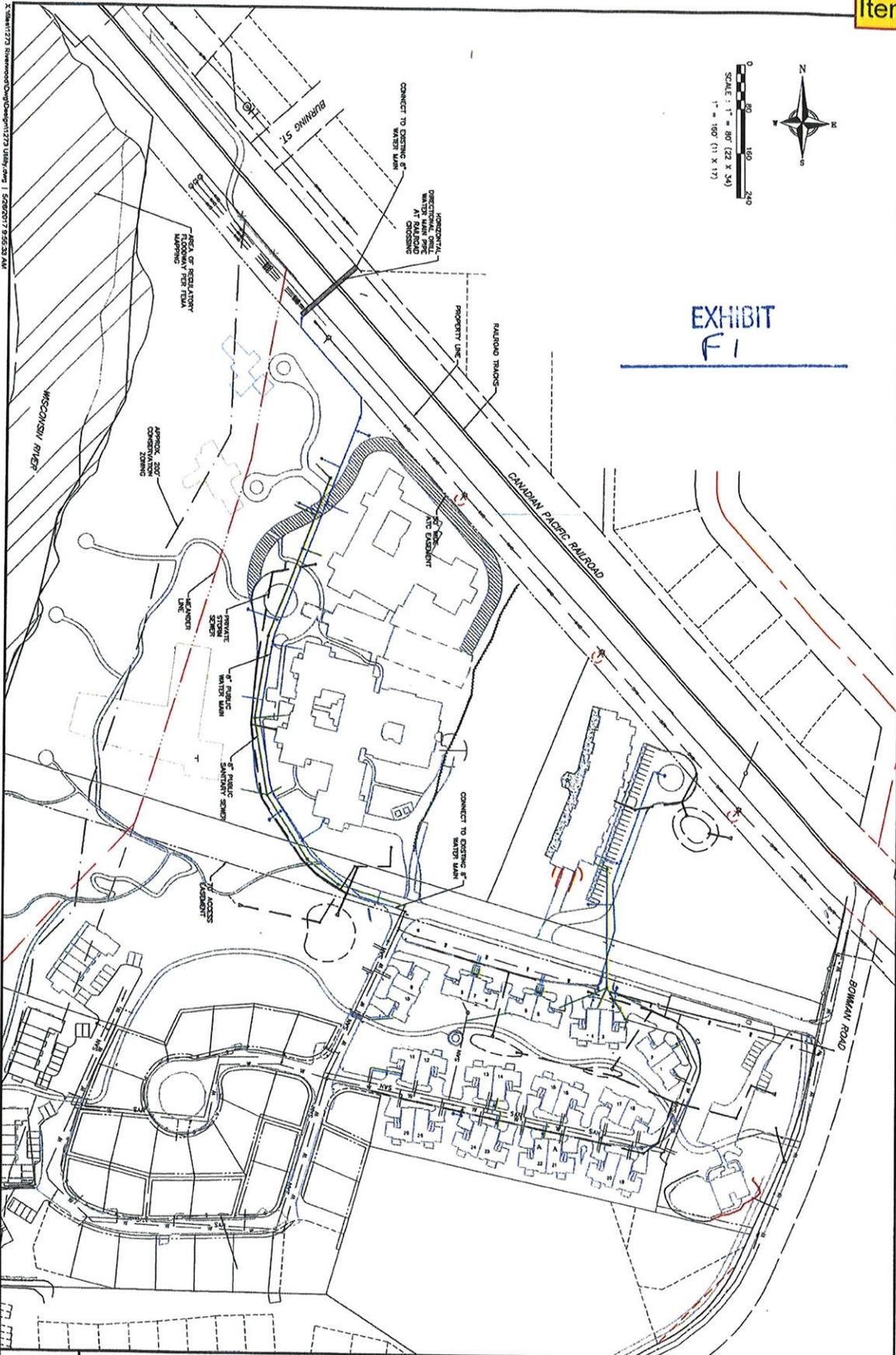


EXHIBIT
F1

X:\18411723 Riverwood\Drawings\1723 Utility.dwg | 5/20/2017 2:55:20 AM

C400	RIVERWOOD DEVELOPMENT OVERALL UTILITY PLAN	PROFESSIONAL ENGINEERING LLC	ISSUANCE/REVISION	DATE
	WISCONSIN DELLS, WISCONSIN		05-16-17	
		818 N Meadowbrook Ln Waunakee, WI 53597 phone (608) 849-9378 www.pe-wi.com		

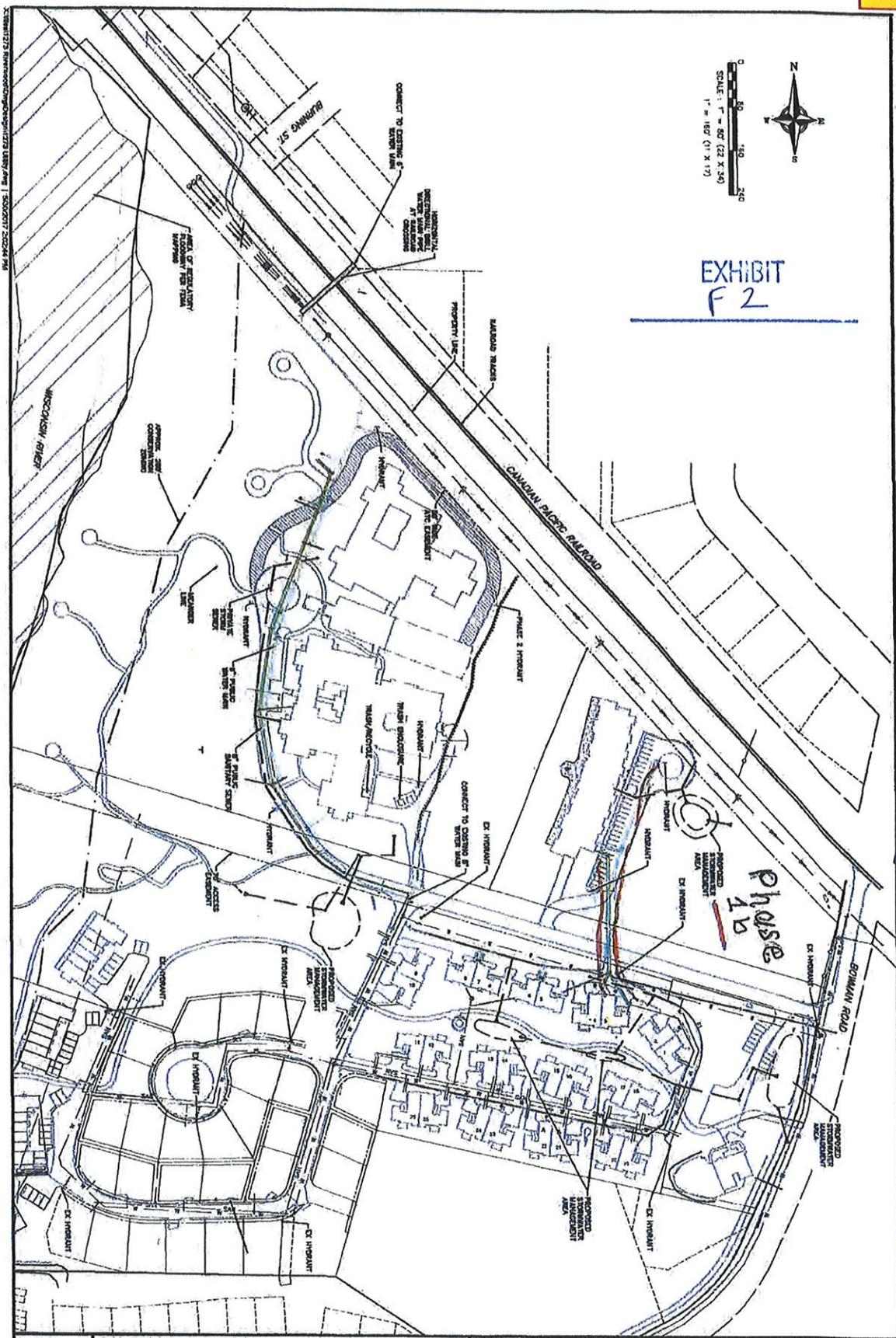


EXHIBIT
F 2

Phase
1a

<p>C400</p>	<p>RIVERWOOD DEVELOPMENT OVERALL UTILITY PLAN</p>	<p>PROFESSIONAL ENGINEERING LTC</p>	<p>018 N Meadowbrook Ln Waukegan, WI 53197 phone (808) 849-9378 www.pe-wi.com</p>	<p>DATE 05-30-17</p>
	<p>WISCONSIN DELLS, WISCONSIN</p>		<p>DESIGNED BY: [blank] CHECKED BY: [blank]</p>	<p>DATE</p>

Approval of the Phase 1B Site Plan should come with the following contingencies, which are to be considered additive to the contingencies from the November 2016 meeting (it should be clarified if these recommendations apply to the GDP and Phase 1A as well):

1. The utility easements within the facility do not hold the City responsible to repair any improvements above the utilities (i.e. pavement or landscaping)
2. Any public utilities within the development meet City standards, are approved by the City, and utility easements approved by the City are recorded.
3. Any underground facilities to be dedicated to the City are GPS and the City is provided adequate mapping of the facilities that is compatible with the City's GIS mapping system.
4. Fire lanes are accepted by the Fire Chief.
5. The developer is responsible to correct any storm water nuisances that their development creates.
6. Adequate buffers are established and/or maintained between the development and neighboring properties
7. The developer cooperates with the City to resolve any nuisances that may result from this development.
8. All final utility plans (water, electric, sanitary and storm sewer) are provided to the City for review and approval prior to the commencement of any construction.
9. Any site improvements not part of this plan shall be approved by City staff at their sole discretion.
10. Storm water is not allowed to run on Bowman Rd. or anywhere else where it would cause a nuisance or damage. The developer is responsible for upsizing downstream culverts and installing additional erosion control measures if required.

Additional recommendations recommended as part of the Phase 1B review.

1. Final Fire Hydrant locations are approved by the Fire Department
2. The developer shall provide final, written documentation of their right to install the new water main under the railroad tracks before a building permit is issued for the 3-story apartment building.
3. Occupancy of the building will not be granted unless all utilities (water, electric, sanitary and storm sewer, and storm water management) are installed and approved by the City.
4. Occupancy of the building will not be granted unless the water main loop is completed.
5. Parking stalls and drive aisles meet the City Zoning code standards (9'x19').
6. The developer shall not be eligible for any occupancy permits or incentive payments unless all construction is completed and accepted.

Chris Tollaksen
City of Wis. Dells
Planning & Zoning
4/09/2018

EXHIBIT
G