

CITY OF WISCONSIN DELLS MEETING AGENDA

MEETING DESCRIPTION: FINANCE COMMITTEE
DATE: Monday, May 21, 2018 **TIME:** 6:15 P.M. **LOCATION:** MUNICIPAL BUILDING COUNCIL CHAMBERS - 300 LA CROSSE STREET, WISCONSIN DELLS, WI 53965

		COMMITTEE MEMBERS	
		Ald. Brian Holzem Chair	Ald. Mike Freel
		Mayor Ed Wojnicz	Ald. Terry Marshall
AGENDA ITEMS			
1	CALL TO ORDER, ATTENDANCE NOTED		
2	APPROVAL OF THE APRIL 17, 2018 MEETING MINUTES		
3	DISCUSSION AND DECISION ON SCHEDULE OF BILLS PAYABLE DATED MAY 21, 2018; AND ANY OTHER RELATED FINANCIAL INFORMATION		
4	DISCUSSION AND DECISION TO ESTABLISH A FEE FOR BACKYARD CHICKEN PERMITS AND AMEND THE SCHEDULE OF FEES		
5	DISCUSSION AND DECISION TO ESTABLISH A FEE FOR LEASE OF SIDEWALK RIGHT OF WAY BY ZONE AND AMEND THE SCHEDULE OF FEES		
6	DISCUSSION AND DECISION TO APPROVE BROADWAY CAFÉ AREA NON-EXCLUSIVE USE AGREEMENT FOR LA PETITE CREPERIE		
7	DISCUSSION AND DECISION TO APPROVE EDDY STREET CAFÉ AREA EXCLUSIVE USE AGREEMENT FOR SAN ANTONIO MEXICAN RESTAURANT		
8	DISCUSSION AND DECISION TO APPROVE SMALL CELL POLE ATTACHMENT AGREEMENTS (3) WITH VERIZON WIRELESS		
9	DISCUSSION AND DECISION ON DEVELOPERS AGREEMENT WITH MIRUS PARTNERS		
10	DISCUSSION AND DECISION TO APPROVE THE EXTENDED AND RESTATED DEVELOPMENT AGREEMENT WITH RIVERWOOD EAGLE'S NEST LLC FOR PHASE 1B OF THEIR SENIOR COMMUNITY DEVELOPMENT		
11	DISCUSSION AND DECISION TO MOVE FORWARD WITH POSSIBLE DEVELOPERS AGREEMENT WITH JUST A GAME FIELDHOUSE FOR CITY LAND CONTRIBUTION FOR JAG EXPANSION		
12	UPDATE AND DISCUSSION ON CITY CONTRIBUTION FOR POSSIBLE SCHOOL DISTRICT REFERENDUM		
13	ITEMS FOR REFERRAL		
14	ADJOURN		
ALD. BRIAN HOLZEM, CHAIRMAN			
POSTED AND DISTRIBUTED: 5/18/2018			
<p>Open Meetings Notice: If this meeting is attended by one or more members of the Common Council who are not members of this committee, their attendance may create a quorum of another city commission, board or committee under the Wisconsin Open Meetings Law; However, no formal action will be taken by any governmental body at the above stated meeting other than the body, committee, commission, or board identified in this meeting notice. Please be advised that upon reasonable notice, the City of Wisconsin Dells will furnish appropriate auxiliary aids and services to afford individuals with disabilities an equal opportunity to participate in meeting activities.</p>			

SCHEDULE OF BILLS PAYABLE
MAY 21, 2018
MONDAY
COMMON COUNCIL

10	GENERAL FUND	\$ 116,229.75
13	DEBT SERVICE FUND	\$ -
14	CAPITAL PROJECTS FUND	\$ 2,612.00
22	ROOM TAX FUND	\$ 79,873.45
24	PRT FUND	\$ 194,898.80
26	FIRE SERVICE FUND	\$ 15,808.88
27	RIVER & BAY FUND	\$ 1,473.36
28	RIVER ARTS DISTRICT	\$ 10,000.00
50	PARKING UTILITY FUND	\$ 24,098.19
53	SEWER FUND	\$ 133,110.97
52	WATER FUND	\$ 16,992.86
59	ELECTRIC FUND	\$ 623,501.20

Total Payables: \$ 1,218,599.46

**~ CITY OF WISCONSIN DELLS ~
2018 SCHEDULE OF FEES**

Type	Current FEE		Code Section	Year Revised
Adult Oriented Establishment	1000.00	Annually	16.18(5)(a)	2002
Alarm Monitor at Police Dept	125.00	Annually	9.05(7)	2010
Annexation Review Fee	100.00			2016
Awning & Canopies Inspections	60.00	Every 2 years	22.26(6)	2010
Backyard Chickens Permit			16.025	New
Board of Appeals	300.00	Plus Public Hearing Fee	19.221	2010
Boat Dock Rental Fee	413.75	Annually-primary city residents	3% increase even years	2018
(plus tax)	595.86	Annually-school district residents	3% even years	2018
	978.81	Annually-all others	3% even years	2018
Boat Launch Fee (Daily)	8.00		8.03(4)(a)	2010
Boat Launch Fee (Annual)	50.00			2010
Building Inspection Fees (Commercial)	75.00	Roof Re-Shingle Electric Service Upgrade Required by code violations	14.04(7)	2010
Building Inspection Fees (Residential)	50.00	Roof Re-Shingle Electric Service Upgrade Required by code violations	14.04(7)	2010
Building Permits (Residential)	45.00	First \$1000 of cost or less; \$20 each add'l \$1000	14.04(7)	2008
	2500.00	Maximum fee		2008
Building Permits (Commercial)	45.00	First \$1000 of cost or less	14.04(7)	2008
	25.00	Each add'l \$1000 to \$500,000		2008
	50.00	Each add'l \$100,000 thereafter		2009
	25,000	Maximum fee		2009
Building Permits (REU fee)	1920.00	Per REU		2014
Building Footings & Foundation Fee (Commercial)	125.00			2008
Busking Permit	100.00	Per performer/per season	16.10	2014
Cemetery:				
Lot	600.00	Per lot		2017
Grave Opening	400.00	Monday-Friday		2008
Cremation Opening	250.00	Monday-Friday		2017
Columbarium Single Unit	800.00	Units include name/date plate and opening & closing costs.		2016
Columbarium Double Unit	1300.00			2016
After hours/weekend add'l fee	75.00	Per hour		2015
Deed Transfer	20.00	Per Transfer		2016
Certified Survey Map Fee	130.00	Per Certified Survey Map		2016
Cigarette License	100.00	Annually (highest fee allowed)	16.15(2)	State Stat.
Circus, Carnival, Theatrical Permit	100.00	Per day or \$1500 per month	16.07(3)	2010
Community Center Room Rental:				

Kennel License	50.00	Annually	25.13(2)(f)	2000
Lawn Mowing	105.00	Per hour (1 hr min. charge)		2017
Liquor Licenses:				
Class A Beer (off premise)	100.00	Annually plus publication fee	16.12	State Stat.
Class B Beer (on premise)	100.00	Annually plus publication fee	16.12	State Stat.
Class A Liquor (off premise)	500.00	Annually plus publication fee	16.12	State Stat.
Class B Liquor (on premise)	500.00	Annually plus publication fee	16.12	State Stat.
Class B Liquor - Quota Plus	10,000	Initial Fee plus publication fee	16.12	State Stat.
Class B Quota Plus renewal	500.00	Annually plus publication fee	16.12	State Stat.
Class C Wine (restaurants)	100.00	Annually plus publication fee	16.12	State Stat.
Temporary Class B Beer	10.00	Per event – for qualified applicants only	16.12	State Stat.
Temporary Class B Wine	10.00			
Wholesaler Beer License	25.00	Annual Fee plus publication fee	16.12	State Stat.
Premises Transfer	10.00			State Stat.
Change of Agent	10.00			State Stat.
Renewal Filing - Late Fee	50.00			2014
Livestock/Poultry	3.00	Per animal	16.02(3)	2008
Lodging Facility License:				
Each for first 15 sleeping Units	50.00	Annually	16.06	2010
Each add'l unit same location	25.00	Annually	16.06	2008
Mobile Home Park (First 25 units)	350.00	Annually	16.03(6)(b)(4)	2010
Additional Units	25.00	Annually		2010
Moving Permit	500.00	Per structure	14.11(7)	2010
Multi-Family Residential Dev.	550.00	Plus Public Hearing Fee		2010
NSF Return Check Fee	35.00			2017
Paper Service	50.00			2010
Park Picnic Shelter Rental:				
School Groups	35.00			2016
Residents within School Dist.	60.00			2016
All others	250.00			2013
Peddlers & Transient Merchants	175.00		16.09(4)(1)	2014
Planned District Development:				
Review Fee Small Residential	1700.00		19.431	2008
Review Fee Large Residential	5500.00			2008
Review Fee Commercial	8000.00			2008
Review Fee Mixed Use	%	Comb. of cost above prorated %		2008
Amendments	2500.00	Up to \$2500		
Green Space Fee Res. Small	30.00	Per unit		2008
Green Space Fee Res. Large	55.00	Per unit		2008
Green Space Fee Comm. Small	2600.00	Less than 100,000 sq ft		2008
Green Space Fee Comm. Large	5500.00	More than 100,000 sq ft		2008
Green Space Fee Mixed Use	%	Comb. of cost above prorated %		
Pole Attachment (small cell) Fee	2000.00	Per pole		2017
Pre-installation Review Fee	500.00	Per pole. Extra if extensive 3 rd party review needed. Max 2500		

Sidewalk Use Fee	2.50-5.00 sf	Fee depends on location		2014
Sign Permit Fee:			22.03	
Blade Signs	15.00	Per sign face		2011
Directional Signs	50.00	Per sign face		2011
Signs in Industrial Park	50.00	Per sign face		2011
Legacy Sign Designation	125.00	Per sign face	22.09(4)	2017
All Other Signs	125.00	Per sign face		2010
Inspection Fee	15.00	Per sign face	22.08	2010
Site Plan Review	300.00	Plus Public Hearing Fee	19.391	2010
Snow Removal-Sidewalks	105.00	Per hour (1 hr min. charge)	5.04(4)(b)	2010
Special Assessment Letter	60.00	Per Parcel		2009
Special Events/Parade Permit	160.00		24.11	2010
Special Meeting Fee	Actual Cost	For requested special meetings approved by the chairperson.		2018
Subdivision Fee (1-39 sites):				
Preliminary Plat	130.00	Double fee for 40+ sites	21.10(2)	2010
Improvement Review	65.00	Double fee for 40+ sites		2010
Inspection	65.00	Double fee for 40+ sites		2010
Final Plat	130.00	Double fee for 40+ sites		2010
Engineer Inspection	Cost	\$60 minimum		
Tavern Operator (Bartender/Server) set 2-year licensing period:				
Regular	60.00	Reduced to \$30 if issued during final 6 months of the 24 month licensing period.	16.12(5)(a)	2009
Temporary	10.00	1 per year, not to exceed 14 days.	16.12(5)(c)	2008
Tax Bills for Mortgage Co.	2.00	Per parcel		2013
Taxicab Service License:	150.00	Annually	16.21(5)	2014
First Vehicle	50.00	Annually	16.21(5)	2011
Each Additional Vehicle	25.00	Annually	16.21(5)	2010
Taxicab Driver's License	30.00	Annually	16.21(5)	2011
Timeshare Unit Fee	1000.00	Per room annually		2007
Vacate of Public Way	300.00	Plus Public Hearing Fee	ss. 66.1003	2010
Variance	300.00	Plus Public Hearing Fee	19.491	2010
Well Permit	300.00	Annually	7.08(2)	2010
WoZhaWa Vendor Permit	750.00	Annually	16.22	2007

SIDEWALK USE FEE

**BID Zone Map attached for Reference

Zone 1 (yellow) = \$5/ sq ft. – Current

Zone 2 (green) = \$2.50 / sq ft – Current

Zone 3 (blue) – *Set Fee*

Zone 4 (purple) – *Set Fee*

Zone 5 (red) – *Set Fee*

BID ZONE MAP



91 H15

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

This Broadway Terrace Area Use Agreement is by and between the City of Wisconsin Dells (“City”), and **Volodymyr Vylkov** (User).

RECITALS:

- A. City of Wisconsin Dells has installed terrace areas in the Broadway right-of-way.
- B. User operates a walk-up window food service establishment (La Petite Creperie) located at 116 ½ 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 terrace area;
- D. This Agreement establishes the party’s respective rights and obligations regarding user’s use of the designated Broadway Terrace area.

AGREEMENT

- 1. User is granted a non-exclusive right to use the designated Broadway terrace area in connection with its food and beverage establishment.
- 2. The area may be used by User between the following dates: May 1st and October 31st.
- 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 in the amount of \$150.00 on or before April 1. Compensation shall be calculated as follows: \$5.00/square foot of the area used; and, a contribution to the cost of the FF&E as determined by the City.

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.
 - 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: _____
 - g. City may impose additional conditions based upon operations and experience.

6. 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 therefrom, 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, sublessees or subcontractors, in the performance of this Agreement.

7. 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.
8. 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.
9. 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.
10. This agreement evidences a non-exclusive use granted by the City and does not create or confer upon User any vested property rights.
11. User may not assign or transfer this privilege without the City's consent.

12. User explicitly acknowledges and agrees that:
- a. no property right is conferred by this Agreement for the use of the Broadway Terrace 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.

CITY OF WISCONSIN DELLS

Date: _____

By: _____
Edward E. Wojnicz, Mayor

Date: _____

By: _____
Nancy Holzem, Clerk/Administrative
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

**CITY OF WISCONSIN DELLS
EDDY STREET CAFÉ AREA
EXCLUSIVE USE AGREEMENT**

This Eddy Street Café Area Use Agreement is by and between the City of Wisconsin Dells (“City”), and San Antonio Mexican Restaurant (User).

RECITALS:

- A. City of Wisconsin Dells has installed permanent café areas in the Eddy Street right-of-way.
- B. User operates a dining establishment located at 740/742 Eddy Street which is adjacent to Café Area on the East Side of Eddy Street 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 Eddy Street Café area.

AGREEMENT

- 1. User is granted a non-exclusive right to use the designated Eddy Street café area in connection with its food and beverage establishment.
- 2. The area may be used by User between the following dates: _____ and _____.
- 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 in the amount of \$_____ on or before April 1. Compensation shall be as follows: \$5.00/square foot of the area used; and, a contribution to the cost of the FF&E as determined by the City.

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.
 - 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: _____
 - g. City may impose additional conditions based upon operations and experience.

6. User may sell and serve, but not dispense, alcohol beverages in the designated area provided that:

- a. The area is included in the premises' description of User's Class B 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.
- e. Signage shall provide adequate notice of hours.

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 therefrom, 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, sublessees 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 Eddy Street 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.

CITY OF WISCONSIN DELLS

Date: _____

By: _____
Edward E. Wojnicz, Mayor

Date: _____

By: _____
Nancy Holzem, Clerk/Administrative
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

05/11/2018

**Specific Site
Right-of-Way
Pole Attachment Agreement
(Wis Dells & Verizon)**

Site # _____ **(1 of 3)**
Location: _____

This Rights-of-Way and Pole Attachment Agreement ("Agreement") is entered into between the City of Wisconsin Dells, Wisconsin (the "City") and Verizon Wireless, LLC (VAW) dba Verizon Wireless (Verizon) and its successors and assigns.

WHEREAS, Verizon wishes to access certain portions of the public rights-of-way within the City's territorial boundaries ("Rights-of-Way") to provide communications services; and

WHEREAS, the City will cooperate with Verizon to the extent required by Wisconsin law to enable Verizon to provide these services to the public.

NOW, THEREFORE, the parties agree as follows:

1. a. This is one of three site specific agreements between the City and Verizon. This agreement covers the following location: _____.
- b. Verizon's use of the Rights-of-Way will be to install, maintain, operate, repair, modify, replace, and/or remove from time to time certain communications facilities ("Facilities") which are used for the purpose of providing communications services. Facilities may include antennas, radios, wireless microwave and other backhaul equipment, fiber optic cables, conduit, ducts, control boxes, vaults, poles, cables, power sources, and/or other equipment, structures, appurtenances, and improvements.
2. Verizon's use of the Rights-of-Way will be consistent with the City's rights-of-way management regulations and all applicable local, state and federal laws and regulations.
3. Verizon shall pay a fee for pre-installation review and evaluation in the amount of \$500.00 for each City pole to which Verizon attaches Facilities; which fee may be increased for installations requiring extensive third party review. The City shall not charge a review fee in excess of \$2,500.00 without first notifying Verizon and obtaining Verizon's written approval.
4. In addition, Verizon shall pay to the City an annual fee in the amount of \$2,000.00 for this City pole site to which Verizon attaches Facilities and any associated fiber or other Facilities. Verizon's obligation to pay this annual fee will commence on the first day of the month following the date of installation and the initial payment thereof will be made payable to the City within thirty (30) days after installation. Each subsequent payment will be made upon each anniversary of the installation date after receipt of an invoice therefor from the City, until such time that the applicable Facilities are removed in accordance with this Agreement or this Agreement is otherwise terminated as further provided herein. Annual fees shall be made payable in the form of a money transfer or check to the City. All annual fees paid prior to the expiration or earlier termination of this Agreement or removal of the applicable

Facilities by Verizon shall be retained by the City. Other than as required pursuant to Paragraph 6 hereof, Verizon shall not be obligated to pay any other annual or recurring fees.

5. Left Blank
6. Verizon will obtain any other permits and pay any other fees applicable to Verizon's use of the Rights-of-Way only as required under the City's rights-of-way management regulations and/or any other applicable local, state or federal regulation, including, without limitation, those designed to protect structures in the Rights-of-Way, to ensure the proper restoration of the Rights-of-Way and any structures located therein, to provide for protection and the continuity of pedestrian and vehicular traffic, and otherwise to protect the safety of the public's utilization of the Rights-of-Way.
7. In accordance with the City's regulations, Verizon will submit to the City design drawings and specifications of the Facilities and their proposed locations within the Rights-of-Way (whether installed subsurface and/or attached to poles or other structures owned by the City, Verizon, or a third party).
8. Verizon may remove one or more Facilities from time to time during the term, in which event Verizon shall provide advance notice thereof to the City and Verizon shall have no further obligations or liability (including for the payment of any applicable recurring fees) in connection therewith.
9. If Verizon ceases use of a City pole on which it installed Facilities, it shall remove such Facilities at its own expense.
10. Facilities shall not physically interfere with or cause harmful interference to the City's existing radio facilities located on City poles. The City shall not physically interfere with or cause harmful interference to Facilities installed by Verizon. Verizon shall coordinate with the City on any maintenance of City poles so as not to obstruct or impede the City's performance of such maintenance. Verizon shall provide the City with a telephone number that the City can contact to request Verizon's coordination pursuant to this paragraph.
11. The term of this Agreement shall be for ten (10) years commencing on the date hereof, and shall automatically renew for four (4) additional five (5) year periods thereafter, unless Verizon notifies the City of its intent not to renew at least ninety (90) days prior to the end of the then current term. Notwithstanding the foregoing, either party may terminate this Agreement in the event a party materially breaches a provision herein and the breach is not cured within sixty (60) days after receipt of written notice thereof from the non-breaching party. If the nature of the breach reasonably requires more than sixty (60) days to cure, the breaching party will not be in default hereunder if such party promptly commences such cure and is diligently pursuing the same.
12. Notwithstanding anything contained in this Agreement to the contrary, Verizon shall not be required to obtain any permit, pay any fee or be subject to any requirement or condition that does not generally apply to all other occupants of the Rights-of-Way.
13. Verizon shall indemnify, defend, and hold harmless, the City and its elected officials, employees, officers, and directors ("Indemnitees"), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal

or bodily injury, death, and property damage, made upon or incurred by the City and arising out of a third-party claim to the extent that such third-party claim is caused by any negligent acts or omissions of Verizon while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting or arising from the negligence of the City or an Indemnitee. The City shall give prompt written notice to Verizon of any claim for which the City seeks indemnification. Verizon shall have the right to investigate, defend, and compromise these claims with prompt notice to the City's attorney.

14. Neither party shall be liable for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption or loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.
15. Verizon shall obtain and maintain in full force and effect for the duration of this Agreement Commercial General Liability insurance and Commercial Automobile Liability insurance covering Verizon against any and all claims, injury or damage to persons or property, both real and personal, caused by the construction, erection, operation, or maintenance of the Facilities, in an amount not less than One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage, and in an amount not less than Two Million Dollars (\$2,000,000) annual aggregate for each personal injury liability; statutory workers' compensation and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000). The insurance policies shall name the City, its officers, officials, employees, and elected representatives as additional insureds, with the exception of the workers' compensation policy. VERIZON shall furnish copies of the required certificate of insurance to the City. VERIZON will provide the City with thirty (30) days' prior written notice of cancellation.
16. Verizon shall provide, and update, the name and contact information of a person or entity, located within 60 miles of the City responsible for emergency repair or maintenance of the Facilities. In the event of an emergency, Verizon may contact Sean Collins, Project Manager, Faith Technologies, Inc., at (913) 541-4789 (Office) or (913) 231-0841 (Mobile).
17. Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail in the continental United States, postage prepaid. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

If to City:

City of Wisconsin Dells
300 LaCrosse Street
Wisconsin Dells, WI 53965
Attn: City Clerk, Administrative Coordinator

With a copy to:

City of Wisconsin Dells
300 LaCrosse Street
Wisconsin Dells, WI 53965
Attn: Director of Public Works

If to Verizon:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
One Verizon Way
Mail Stop 4AW100
Basking Ridge, NJ 07920
Attn: Asset Management

With a copy to:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
One Verizon Way
Mail Stop 4AW100
Basking Ridge, NJ 07920
Attn: Legal Department

18. Verizon understands and acknowledges that the City may require Verizon to remove or relocate its Facilities or any portion thereof from the Right-of-Way, and Verizon shall, at the City's direction, remove or relocate the same at Verizon's sole cost and expense, whenever the City reasonably determines, in its sole discretion, that the relocation or removal is required consistent with the public interest. In any such case, the City shall use reasonable efforts to afford Verizon a reasonably equivalent alternate location, if available. If Verizon fails to remove or relocate the Facilities or portion thereof as requested by the City, within 90 days of Verizon's receipt of the request, then the City shall be entitled to remove the Facility, Verizon Pole, or portion thereof at Verizon's sole cost and expense, without further notice to Verizon, and Verizon shall, within 30 days following issuance of invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Facilities, or portion thereof.

19. The provisions of this Agreement shall be construed under, and in accordance with, the laws of the State of Wisconsin, without regard to its conflict-of-laws principles, and all obligations of the parties created hereunder shall be performed in the County in which the City is located. Therefore, in the event any court action is brought directly or indirectly by reason of this letter, the courts of such County shall have jurisdiction over the dispute and venue shall be in such County.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Agreement as of the dates below.

CITY OF WISCONSIN DELLS

VERIZON WIRELESS (VAW) LLC d/b/a
VERIZON WIRELESS

Signature

Signature

Name

Name

Title

Title

Date

Date

**Specific Site
Right-of-Way
Pole Attachment Agreement
(Wis Dells & Verizon)**

**Site # _____ (2 of 3)
Location: _____**

This Rights-of-Way and Pole Attachment Agreement ("Agreement") is entered into between the City of Wisconsin Dells, Wisconsin (the "City") and Verizon Wireless, LLC (VAW) dba Verizon Wireless (Verizon) and its successors and assigns.

WHEREAS, Verizon wishes to access certain portions of the public rights-of-way within the City's territorial boundaries ("Rights-of-Way") to provide communications services; and

WHEREAS, the City will cooperate with Verizon to the extent required by Wisconsin law to enable Verizon to provide these services to the public.

NOW, THEREFORE, the parties agree as follows:

1. a. This is two of three site specific agreements between the City and Verizon. This agreement covers the following location: _____
b. Verizon's use of the Rights-of-Way will be to install, maintain, operate, repair, modify, replace, and/or remove from time to time certain communications facilities ("Facilities") which are used for the purpose of providing communications services. Facilities may include antennas, radios, wireless microwave and other backhaul equipment, fiber optic cables, conduit, ducts, control boxes, vaults, poles, cables, power sources, and/or other equipment, structures, appurtenances, and improvements.
2. Verizon's use of the Rights-of-Way will be consistent with the City's rights-of-way management regulations and all applicable local, state and federal laws and regulations.
3. Verizon shall pay a fee for pre-installation review and evaluation in the amount of \$500.00 for each City pole to which Verizon attaches Facilities; which fee may be increased for installations requiring extensive third party review. The City shall not charge a review fee in excess of \$2,500.00 without first notifying Verizon and obtaining Verizon's written approval.
4. In addition, Verizon shall pay to the City an annual fee in the amount of \$2,000.00 for this City pole site to which Verizon attaches Facilities and any associated fiber or other Facilities. Verizon's obligation to pay this annual fee will commence on the first day of the month following the date of installation and the initial payment thereof will be made payable to the City within thirty (30) days after installation. Each subsequent payment will be made upon each anniversary of the installation date after receipt of an invoice therefor from the City, until such time that the applicable Facilities are removed in accordance with this Agreement or this Agreement is otherwise terminated as further provided herein. Annual fees shall be made payable in the form of a money transfer or check to the City. All annual fees paid prior to the expiration or earlier termination of this Agreement or removal of the applicable

Facilities by Verizon shall be retained by the City. Other than as required pursuant to Paragraph 6 hereof, Verizon shall not be obligated to pay any other annual or recurring fees.

5. Left Blank
6. Verizon will obtain any other permits and pay any other fees applicable to Verizon's use of the Rights-of-Way only as required under the City's rights-of-way management regulations and/or any other applicable local, state or federal regulation, including, without limitation, those designed to protect structures in the Rights-of-Way, to ensure the proper restoration of the Rights-of-Way and any structures located therein, to provide for protection and the continuity of pedestrian and vehicular traffic, and otherwise to protect the safety of the public's utilization of the Rights-of-Way.
7. In accordance with the City's regulations, Verizon will submit to the City design drawings and specifications of the Facilities and their proposed locations within the Rights-of-Way (whether installed subsurface and/or attached to poles or other structures owned by the City, Verizon, or a third party).
8. Verizon may remove one or more Facilities from time to time during the term, in which event Verizon shall provide advance notice thereof to the City and Verizon shall have no further obligations or liability (including for the payment of any applicable recurring fees) in connection therewith.
9. If Verizon ceases use of a City pole on which it installed Facilities, it shall remove such Facilities at its own expense.
10. Facilities shall not physically interfere with or cause harmful interference to the City's existing radio facilities located on City poles. The City shall not physically interfere with or cause harmful interference to Facilities installed by Verizon. Verizon shall coordinate with the City on any maintenance of City poles so as not to obstruct or impede the City's performance of such maintenance. Verizon shall provide the City with a telephone number that the City can contact to request Verizon's coordination pursuant to this paragraph.
11. The term of this Agreement shall be for ten (10) years commencing on the date hereof, and shall automatically renew for four (4) additional five (5) year periods thereafter, unless Verizon notifies the City of its intent not to renew at least ninety (90) days prior to the end of the then current term. Notwithstanding the foregoing, either party may terminate this Agreement in the event a party materially breaches a provision herein and the breach is not cured within sixty (60) days after receipt of written notice thereof from the non-breaching party. If the nature of the breach reasonably requires more than sixty (60) days to cure, the breaching party will not be in default hereunder if such party promptly commences such cure and is diligently pursuing the same.
12. Notwithstanding anything contained in this Agreement to the contrary, Verizon shall not be required to obtain any permit, pay any fee or be subject to any requirement or condition that does not generally apply to all other occupants of the Rights-of-Way.
13. Verizon shall indemnify, defend, and hold harmless, the City and its elected officials, employees, officers, and directors ("Indemnitees"), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal

or bodily injury, death, and property damage, made upon or incurred by the City and arising out of a third-party claim to the extent that such third-party claim is caused by any negligent acts or omissions of Verizon while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting or arising from the negligence of the City or an Indemnitee. The City shall give prompt written notice to Verizon of any claim for which the City seeks indemnification. Verizon shall have the right to investigate, defend, and compromise these claims with prompt notice to the City's attorney.

14. Neither party shall be liable for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption or loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.
15. Verizon shall obtain and maintain in full force and effect for the duration of this Agreement Commercial General Liability insurance and Commercial Automobile Liability insurance covering Verizon against any and all claims, injury or damage to persons or property, both real and personal, caused by the construction, erection, operation, or maintenance of the Facilities, in an amount not less than One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage, and in an amount not less than Two Million Dollars (\$2,000,000) annual aggregate for each personal injury liability; statutory workers' compensation and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000). The insurance policies shall name the City, its officers, officials, employees, and elected representatives as additional insureds, with the exception of the workers' compensation policy. VERIZON shall furnish copies of the required certificate of insurance to the City. VERIZON will provide the City with thirty (30) days' prior written notice of cancellation.
16. Verizon shall provide, and update, the name and contact information of a person or entity, located within 60 miles of the City responsible for emergency repair or maintenance of the Facilities. In the event of an emergency, Verizon may contact Sean Collins, Project Manager, Faith Technologies, Inc., at (913) 541-4789 (Office) or (913) 231-0841 (Mobile).
17. Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail in the continental United States, postage prepaid. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

If to City:

City of Wisconsin Dells
300 LaCrosse Street
Wisconsin Dells, WI 53965
Attn: City Clerk, Administrative Coordinator

With a copy to:

City of Wisconsin Dells
300 LaCrosse Street
Wisconsin Dells, WI 53965
Attn: Director of Public Works

If to Verizon:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
One Verizon Way
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18. Verizon understands and acknowledges that the City may require Verizon to remove or relocate its Facilities or any portion thereof from the Right-of-Way, and Verizon shall, at the City's direction, remove or relocate the same at Verizon's sole cost and expense, whenever the City reasonably determines, in its sole discretion, that the relocation or removal is required consistent with the public interest. In any such case, the City shall use reasonable efforts to afford Verizon a reasonably equivalent alternate location, if available. If Verizon fails to remove or relocate the Facilities or portion thereof as requested by the City, within 90 days of Verizon's receipt of the request, then the City shall be entitled to remove the Facility, Verizon Pole, or portion thereof at Verizon's sole cost and expense, without further notice to Verizon, and Verizon shall, within 30 days following issuance of invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Facilities, or portion thereof.

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CITY OF WISCONSIN DELLS

VERIZON WIRELESS (VAW) LLC d/b/a
VERIZON WIRELESS

Signature

Signature

Name

Name

Title

Title

Date

Date

**Specific Site
Right-of-Way
Pole Attachment Agreement
(Wis Dells & Verizon)**

**Site # _____ (3 of 3)
Location: _____**

This Rights-of-Way and Pole Attachment Agreement ("Agreement") is entered into between the City of Wisconsin Dells, Wisconsin (the "City") and Verizon Wireless, LLC (VAW) dba Verizon Wireless (Verizon) and its successors and assigns.

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6. Verizon will obtain any other permits and pay any other fees applicable to Verizon's use of the Rights-of-Way only as required under the City's rights-of-way management regulations and/or any other applicable local, state or federal regulation, including, without limitation, those designed to protect structures in the Rights-of-Way, to ensure the proper restoration of the Rights-of-Way and any structures located therein, to provide for protection and the continuity of pedestrian and vehicular traffic, and otherwise to protect the safety of the public's utilization of the Rights-of-Way.
7. In accordance with the City's regulations, Verizon will submit to the City design drawings and specifications of the Facilities and their proposed locations within the Rights-of-Way (whether installed subsurface and/or attached to poles or other structures owned by the City, Verizon, or a third party).
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12. Notwithstanding anything contained in this Agreement to the contrary, Verizon shall not be required to obtain any permit, pay any fee or be subject to any requirement or condition that does not generally apply to all other occupants of the Rights-of-Way.
13. Verizon shall indemnify, defend, and hold harmless, the City and its elected officials, employees, officers, and directors ("Indemnitees"), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal

or bodily injury, death, and property damage, made upon or incurred by the City and arising out of a third-party claim to the extent that such third-party claim is caused by any negligent acts or omissions of Verizon while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting or arising from the negligence of the City or an Indemnitee. The City shall give prompt written notice to Verizon of any claim for which the City seeks indemnification. Verizon shall have the right to investigate, defend, and compromise these claims with prompt notice to the City's attorney.

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15. Verizon shall obtain and maintain in full force and effect for the duration of this Agreement Commercial General Liability insurance and Commercial Automobile Liability insurance covering Verizon against any and all claims, injury or damage to persons or property, both real and personal, caused by the construction, erection, operation, or maintenance of the Facilities, in an amount not less than One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage, and in an amount not less than Two Million Dollars (\$2,000,000) annual aggregate for each personal injury liability; statutory workers' compensation and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000). The insurance policies shall name the City, its officers, officials, employees, and elected representatives as additional insureds, with the exception of the workers' compensation policy. VERIZON shall furnish copies of the required certificate of insurance to the City. VERIZON will provide the City with thirty (30) days' prior written notice of cancellation.
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17. Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail in the continental United States, postage prepaid. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

If to City:

City of Wisconsin Dells
300 LaCrosse Street
Wisconsin Dells, WI 53965
Attn: City Clerk, Administrative Coordinator

With a copy to:

City of Wisconsin Dells
300 LaCrosse Street
Wisconsin Dells, WI 53965
Attn: Director of Public Works

If to Verizon:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
One Verizon Way
Mail Stop 4AW100
Basking Ridge, NJ 07920
Attn: Asset Management

With a copy to:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
One Verizon Way
Mail Stop 4AW100
Basking Ridge, NJ 07920
Attn: Legal Department

18. Verizon understands and acknowledges that the City may require Verizon to remove or relocate its Facilities or any portion thereof from the Right-of-Way, and Verizon shall, at the City's direction, remove or relocate the same at Verizon's sole cost and expense, whenever the City reasonably determines, in its sole discretion, that the relocation or removal is required consistent with the public interest. In any such case, the City shall use reasonable efforts to afford Verizon a reasonably equivalent alternate location, if available. If Verizon fails to remove or relocate the Facilities or portion thereof as requested by the City, within 90 days of Verizon's receipt of the request, then the City shall be entitled to remove the Facility, Verizon Pole, or portion thereof at Verizon's sole cost and expense, without further notice to Verizon, and Verizon shall, within 30 days following issuance of invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Facilities, or portion thereof.
19. The provisions of this Agreement shall be construed under, and in accordance with, the laws of the State of Wisconsin, without regard to its conflict-of-laws principles, and all obligations of the parties created hereunder shall be performed in the County in which the City is located. Therefore, in the event any court action is brought directly or indirectly by reason of this letter, the courts of such County shall have jurisdiction over the dispute and venue shall be in such County.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Agreement as of the dates below.

CITY OF WISCONSIN DELLS

VERIZON WIRELESS (VAW) LLC d/b/a
VERIZON WIRELESS

Signature

Signature

Name

Name

Title

Title

Date

Date

**920 Race Street
Affordable Housing
Development Agreement**

(City of Wisconsin Dells –Mirus Wisconsin Dells II, LLC)

This Agreement is by and between the City of Wisconsin (the “City”) and Mirus Wisconsin Dells II, 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. 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 920 Race Street, Wisconsin Dells, Wisconsin 53965; and, legally described as follows (the “Property”):

See Exhibit A

- D. The Property is located in Tax Incremental District #3 (“TID 3”) created by the City pursuant to Wis. Stat. § 66.1105 and Common Council Resolution No. _____, dated _____, _____. The Common Council of the City then adopted City of Wisconsin Dells Amendment to Tax Incremental Finance District #3 Mixed-Use District Project Plan, dated July 31, 2006 (the “Project Plan”).

- E. Owner proposes to obtain the Property and to construct and develop a 60-unit housing project, of which 48 units will be income restricted for qualified residents, with related amenities and appurtenances (the “Project”).
- F. Owner intends to apply for Low Income Housing Tax Credits in the approximate annual amount of \$780,000.00 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, REU Fee of \$1,920/unit (\$115,200.00), payable at the time of connection, Building Permit Fees of \$ _____, payable at the time of application, and such other usual & customary municipal fees, including Municipal Electric Utility installation and hook-up fees, in accordance with the City of Wisconsin Dells Schedule of Fees.
 - D. The City’s contribution and conveyance of the Property to Owner pursuant to this Agreement will assist the redevelopment of areas in which the City

and its Community Development Authority are authorized to act. The contribution and conveyance of the Property to Owner, for less than the City's costs of acquiring the Property, is an approved project cost pursuant to the Project Plan and Wis. Stat. 66.1105(2)(f).

2. Representations of Owner.

- A. Owner is a limited liability company, 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 have been and will be duly and validly authorized, executed and delivered by Owner 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 will not violate any provisions of the Articles of Organization and Operating Agreement of Owner, or any other contract agreement, court order or decree to which Owner may be subject.

3. Obligations of the City.

- A. City shall reasonably cooperate with Owner in Owner's efforts to obtain Low Income Housing Tax Credits from WHEDA and an Affordable Housing Program Grant from the Federal Home Loan Bank, including but not limited to, at the request of Owner providing letters detailing the

Property contribution described herein, which letters Owner may include in Owner's financing applications.

- B. Assume that certain Offer to Purchase, as defined below, from Owner to purchase the Property.
- C. The City shall acquire the Property, pursuant to the Offer to Purchase, for a purchase price of \$450,000.00. The City shall then immediately donate and convey the Property to Owner for a purchase price of \$1.00. The Closing on the Property shall occur within ten (10) business notice from Owner to the City, but no later than December 31, 2019 (the "Closing Date").
- D. Approve the establishment of a legal lot encompassing the 4.82+/- acre Property pursuant to a certified survey map acceptable to Owner and the Seller (defined below) and, if necessary, 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 Owner.

- A. Owner shall assign that certain Vacant Land Offer to Purchase dated May 1, 2018, by and between Mirus Partners, Inc. ("Mirus"), as buyer, and Edward and Anna Karas, LLC, as Seller, as subsequently assigned by Mirus to Owner (the "Offer to Purchase"), to the City. Such assignment from Owner to the City shall take place on or prior to the Closing Date; provided, however that City acknowledges that Owner shall have the right

to exercise such termination and extension rights as may be set forth therein until such time as the Offer to Purchase is assigned to City.

- B. Prepare and submit an application to WHEDA for Low Income Housing Tax Credits in the approximate annual amount of \$780,000.00.
- C. Provided that Owner has not previously terminated the Offer to Purchase in accordance with its terms, acquire the Property via contribution from the City for a purchase price of \$1.00 no later than December 31, 2019.
- D. Construct the Project on the Property with a start date of no later than December 31, 2019, with substantial completion by December 31, 2020. 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 of the site plan review by the City, which may include those matters set forth on the attached **Exhibit B**.
- E. The Project cost shall be approximately \$11,700,000.00, with an initial assessment for real estate taxes of approximately \$3,000,000.00 dollars.
- F. The Project shall be operated and leased in accordance with the LURA (defined below).
- G. Obtain all necessary certified survey map approvals, zoning approvals, licenses and permits for the Project.
- H. Maintain all of the improvements on the Property in accordance with all local, state and federal codes and regulations. All City ordinances shall apply to the Property. The City reserves the right to amend its ordinances

and adopt new ordinances affecting the Property at any time as may be reasonably necessary for the protection of the public health, welfare and safety, by general ordinance amendments applicable to all property in the City of Wisconsin Dells, but no such ordinance shall be discriminatory in its effect upon the Property or retroactively applied against the Property unless lawfully so applied against all property in the City.

- I. Comply with all WHEDA requirements with respect to the Low Income Housing Tax Credits, 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.
- J. Owner shall comply with WHEDA maximum family income and rent limits in effect from time to time as determined by WHEDA.
- K. Grant the City or its designee access for inspection during construction.
- L. Annually provide audited financial statements.
- M. Comply with all nondiscrimination rules, regulations and statutes that apply to the Project.
- N. 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(N) 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 2021 (for taxes payable in 2022), 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 \$60,000.00 for any year during the life of TID
3. Owner waives the right to appeal from a property tax assessment which provides for real and personal property taxes equal to \$60,000.00 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 \$60,000.00, 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 \$60,000.00, 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 \$60,000.00 (such payment being a "Shortfall Payment").
- C. If, as of September 30th, the City has not received \$60,000.00 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 2021, the tax collection year shall be 2022. 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.

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 earlier of (a) the expiration of the term of existence of the TID 3; and (b) the date that the aggregate amount of real and personal property taxes together with any Shortfall Payments paid by Developer exceeds \$450,000.
7. Notices. Any notices provided for in this Agreement or other documents contemplated herein shall be provided to 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 II, LLC
7447 University Avenue, Suite 210
Middleton, Wisconsin 53562

w/copy to: Movin' Out, Inc.
Attn: Executive Director
902 Royster Oaks Drive
Suite 105
Madison WI 53714-9101

w/copy to Owner's Investor Member and any identified Mortgage Lender at the address provided by Owner to the City.

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 Columbia 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 Columbia 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 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 3, 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 and subsequent transfer of the Investor Member's interest. For purposes hereof, the term "Mortgage Lender" means the 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. Notwithstanding anything contained herein to the contrary, Owner's obligations hereunder are contingent upon Owner (i) receiving Low Income Housing Tax Credits in the approximate annual amount of \$780,000.00 from WHEDA; and (ii) acquiring the Property. In the event that Owner does not receive the Low Income Housing Tax Credits and acquire the Property prior to December 31, 2019, Owner shall have the right to terminate this Agreement.

The rest of this page is intentionally left blank.

CITY OF WISCONSIN DELLS

Dated: _____, 2018.

Edward Wojnicz, Mayor

Dated: _____, 2018.

Nancy R. Holzem, Clerk

MIRUS WISCONSIN DELLS II, LLC

By: MWD II Managing Member, LLC

Its: Managing Member

By: Mirus Holdings, LLC

Its: Authorized Member

By: Mirus Partners, Inc.

Its: Manager

Dated: _____, 2018.

By: _____
Christopher Jaye, President

EXHIBIT A

LEGAL DESCRIPTION

The Property is currently part of 1013 Broadway Avenue, in the City Wisconsin Dells, County of Columbia, Wisconsin, and consists of approximately 4.82+/- acres of vacant land in aggregate, and is identified as being part of Parcel Numbers 11291 1008.3 and 11291-893.01. The Property is depicted below.



The Property is to be legally described as:

Lot _____ (), Certified Survey Map No. _____ recorded in the Office of the Register of Deeds for Columbia County, Wisconsin on _____, 2018, in Volume _____ of Certified Survey Maps, Page _____, as Document No. _____, located in the City of Wisconsin Dells, Columbia County, Wisconsin.

[Complete upon recording of final CSM]

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) Buffering – if the Project creates a nuisance to the adjacent properties, Owner agrees to install and maintain such reasonable non-disturbance buffer area on the Property. The purpose of the buffer area is to separate and screen uses and activities on the Property from uses and activities on adjacent properties in the interest of minimizing disturbances between potentially incompatible uses, provided, however that the City shall make any such request on a non-discriminatory basis such that to the extent that the uses and activities on the adjacent properties are creating a nuisance to the Property, the City shall impose a similar requirement on the adjacent property owner to create a buffer area.
- 3) Garbage collection – Owner may be 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.
- 4) 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.
- 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.

**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 obligation to provide financial assistance to Developer is contingent on Developer meeting the following deadlines and requirements:
 - a.) Not later than the following dates, the Developer shall present to the City an irrevocable, final unconditional and verified financing commitment from a lender satisfactory to the City which commitment shall be sufficient to cover all of the Phase 1A and Phase 1B costs and expenses:

Phase 1A - July 31, 2018 // Phase 1B - June 30, 2019
 - b.) Not later than the following dates, Phase 1A and Phase 1B buildings and improvements shall be commenced:

Phase 1A - September 30, 2018 // Phase 1B - September 30, 2019
 - c.) Not later than the following dates, occupancy permits for the Phase 1A and Phase 1B buildings and improvements shall be obtained:

Phase 1A - December 31, 2019 // Phase 1B - December 31, 2020;
and,
 - d.) No site work or construction related to Phase 1A or Phase 1B improvements may be commenced without: i.) all required government permits and approvals; and, ii.) the City's acknowledged receipt and acceptance of the required financing commitment for the specific phase.
5. The City's financial assistance for Phase 1A and Phase 1B shall be as follows:
 - a.) Phase 1A. The projected Tax Increment Value of Phase 1A, when completed, is \$9.5 million. The City shall pay Developer a total tax increment contribution which will be the lesser of \$1.425 million or 15% of the added tax increment value of Phase 1A.
 - b.) Phase 1B. The projected Tax Increment Value of Phase 1B, when completed, is \$9 million. The City shall pay Developer a total tax increment contribution which will be the lesser of \$1.35 million or 15% of the added tax increment value of Phase 1B.
 - c.) The amounts of the annual payments for Phase 1A and Phase 1B respectively shall be 90% of the tax increment revenue received by the City in that year with respect to the Phase 1A or 1B project.

- d.) The total tax increment contribution for Phase 1A and Phase 1B shall be paid annually for 10 years or until paid in full whichever occurs first. No payments will be made after 10 years.
 - e.) Phase 1A and Phase 1B will be subject to separate payments and separate 10 year terms.
6. The independent living duplexes, consisting of 13 buildings and 26 units, will be constructed consistent with market demand on lands that are not in the tax increment district. The duplex improvements will not be counted toward the Phase 1A and Phase 1B tax increment value. The value(s) of the duplexes shall be ascertained and kept separate.
7. As a precondition of the City's obligation to pay annual tax increment revenue payments:
- a.) Developer shall have an occupancy permit timely obtained by the City for the complete phase for which payment will be made.
 - b.) Developer shall, at all times during the term of the extended and restated development agreement and the Phase 1A and Phase 1B payment periods, keep and maintain or cause to be kept and maintained the property in good condition and repair, in a safe, clean and attractive condition, and free of all trash, litter, refuse and waste.
 - c.) Developer will comply with, and will cause the property to be in compliance with, all applicable federal, state, local and other laws, rules, regulations and ordinances including, without limitation, all environmental, building and property maintenance rules, regulations and ordinances.
 - d.) Developer shall not allow the property to become blighted and Developer shall make or cause to be made from time to time all necessary repairs to the premises so as to maintain the project in its intended use and usable form absent ordinary wear and tear.
8. All other terms of the Development Agreement are extended, restated and applied to Phase 1A and Phase 1B jointly and separately.

May 15, 2018

CITY OF WISCONSIN DELLS

Dated: May____, 2018.

Edward Wojnicz, Mayor

Dated: May____, 2018.

Nancy R. Holzem, Clerk/ Administrative
Coordinator

RIVERWOOD EAGLE'S NEST, LLC

Dated: May____, 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

EXHIBIT

A

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

- casement, 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 Chan* STEVEN CHAN
its: MANAGING MEMBER

STEVE Comm Come Refine Hill

Date: 8-4

Jeffrey A. [Signature]

expir: 7-13-2018



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 6 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, 842.75 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°58'44" West, 181.41 feet along the West right of way of Bowman Road; thence North 74°18'10" 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.

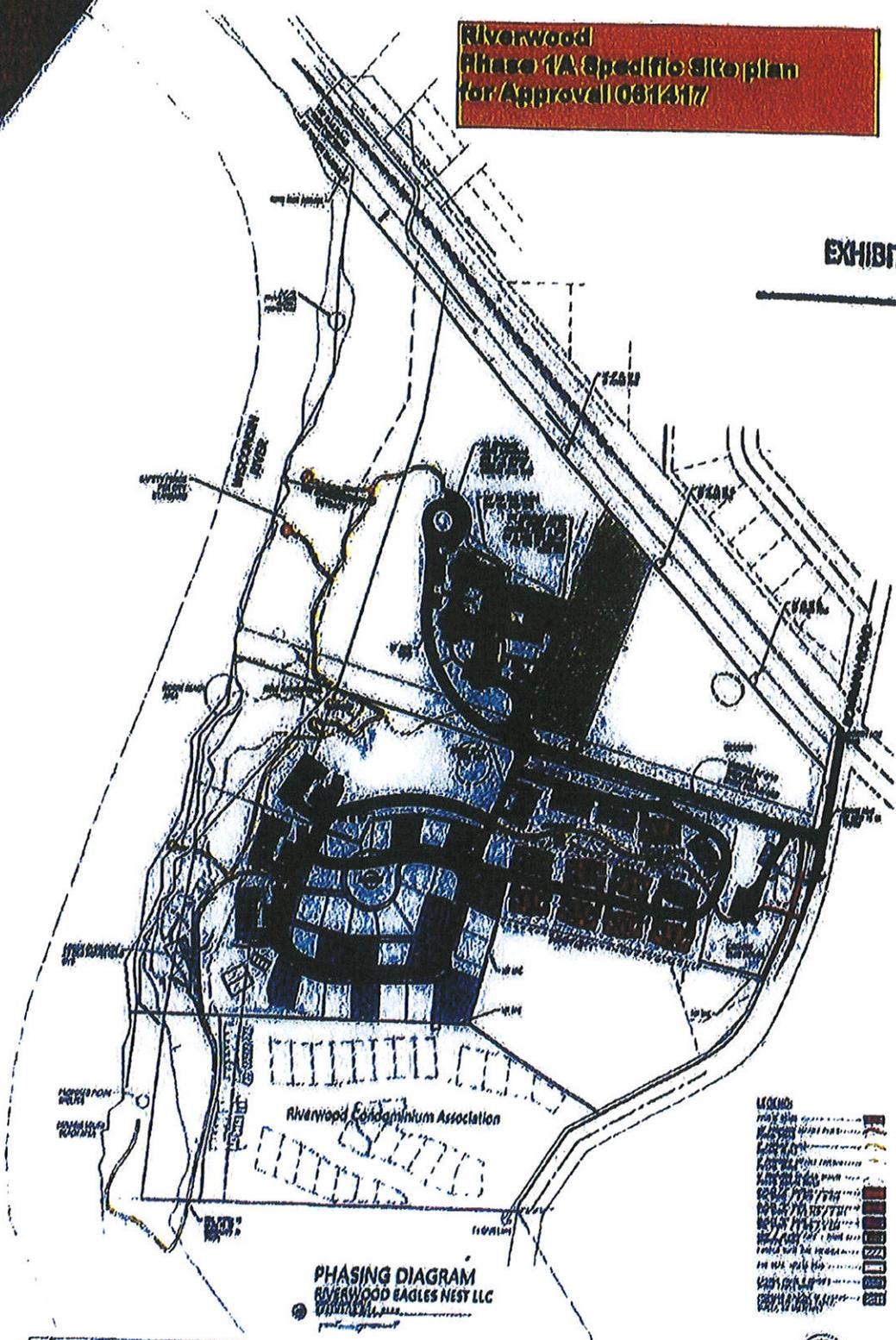
EXHIBIT B

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

**Riverwood
Phase 1A Specific Site plan
for Approval 081417**

EXHIBIT C-1



**PHASING DIAGRAM
RIVERWOOD EAGLES NEST LLC**

LEGEND

PHASE 1A	[Symbol]
PHASE 1B	[Symbol]
PHASE 1C	[Symbol]
PHASE 1D	[Symbol]
PHASE 1E	[Symbol]
PHASE 1F	[Symbol]
PHASE 1G	[Symbol]
PHASE 1H	[Symbol]
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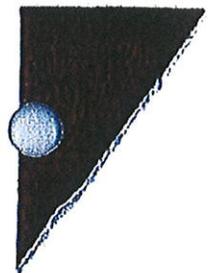
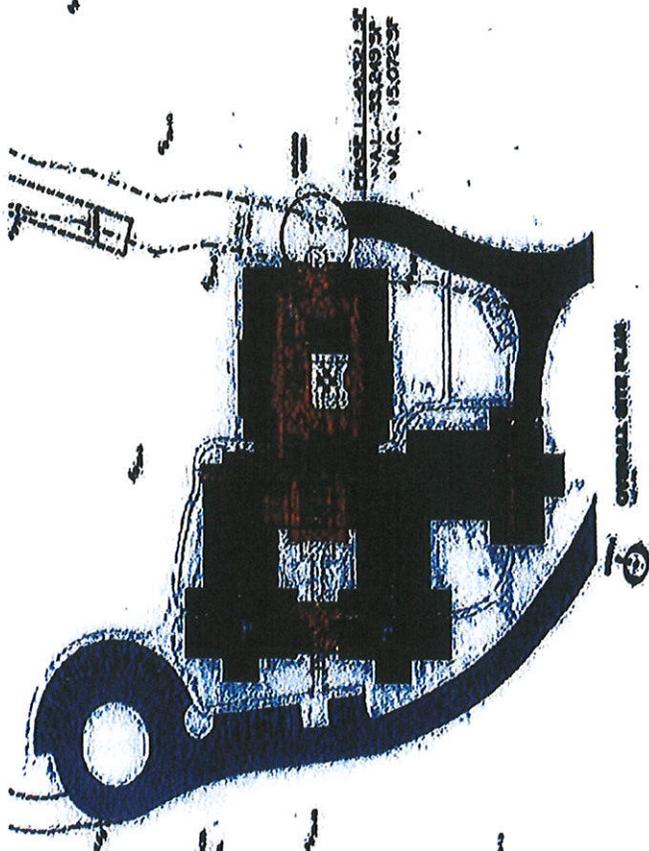


EXHIBIT C-2

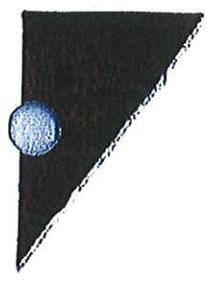


DATE: 1-28-2011
BY: J. J. J. J.
M.C. - 150723F

DATE: 08/18/10

2-177

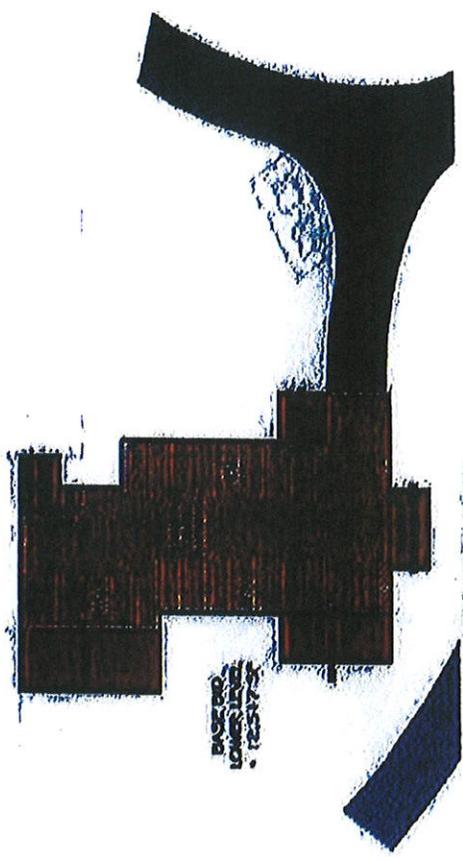
RIVERWOOD ENGINEERS



-SLAB ON GRADE

ALL IN LOWER LEVEL

-SLAB ON GRADE



BASED LOWER LEVEL

11/20/17 11:50 PM

RIVERWOODS WEST

11/20/17



EXHIBIT

C3

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:

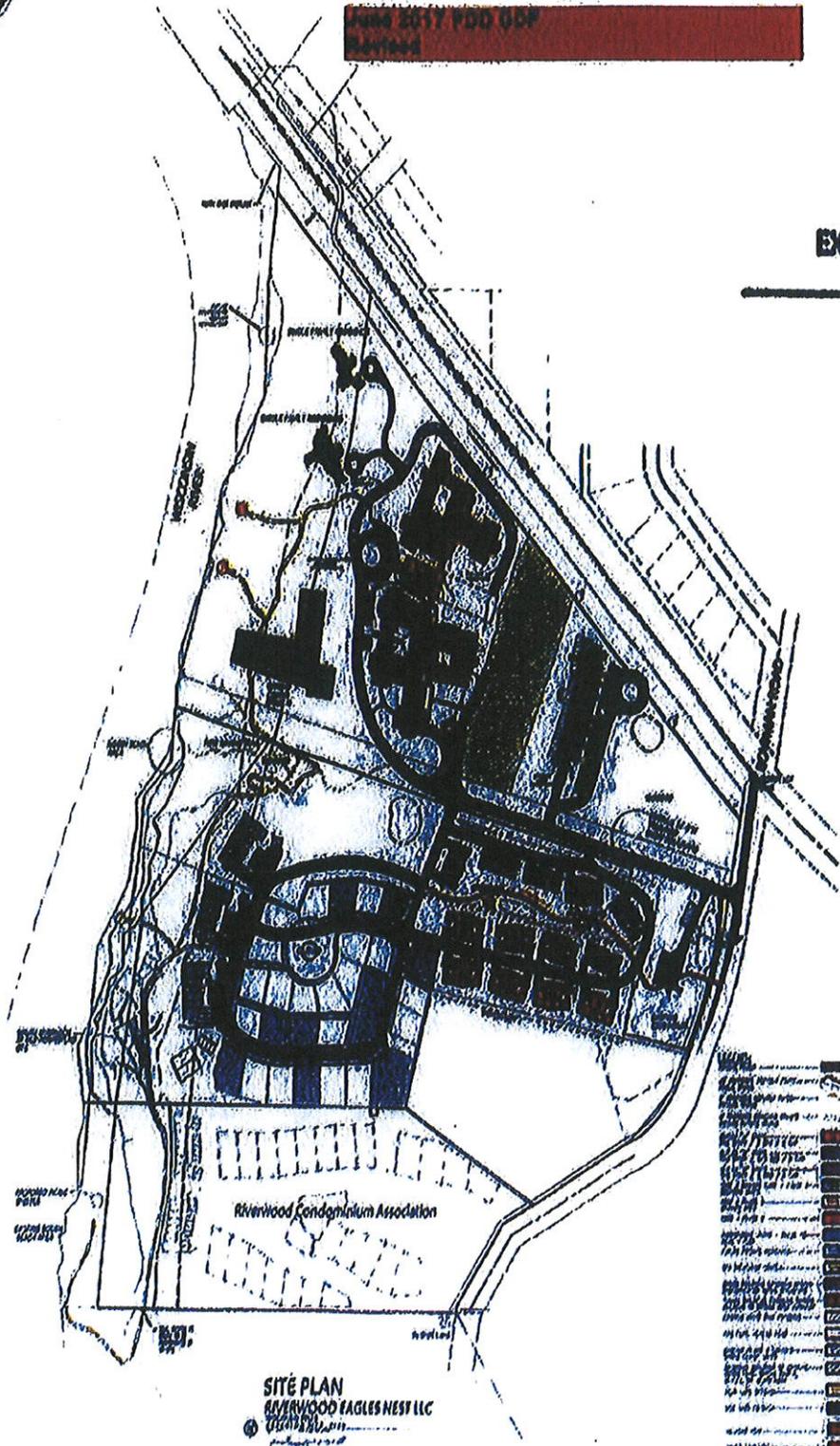
1. The utility easements within the facility do not hold the City responsible to repair any improvements above the utilities (i.e. pavement or landscaping)
2. Any public utilities within the development meet City standards, are approved by the City, and utility easements approved by the City are recorded.
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.

2017 FDD 00P
01/11/17

EXHIBIT E



SITE PLAN
RIVERWOOD EAGLES NEST LLC
01/11/17



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

EXHIBIT

F

SITE PLAN APPLICATION
Wisconsin Dells, Wisconsin

EXHIBIT
B

Me csaio Febn ary 27 2068

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

May31,2017

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
4.9 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)

Items 9&10

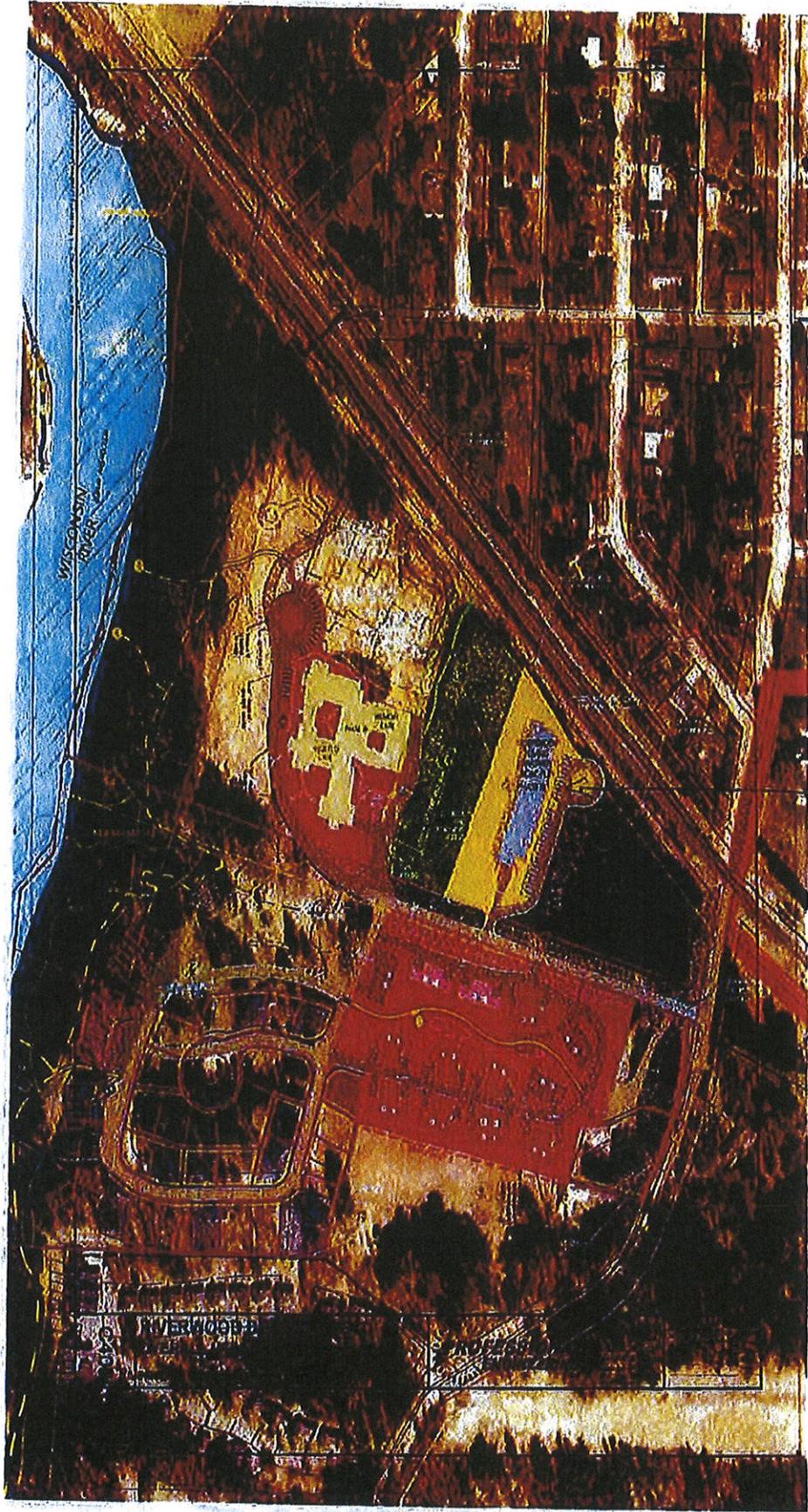
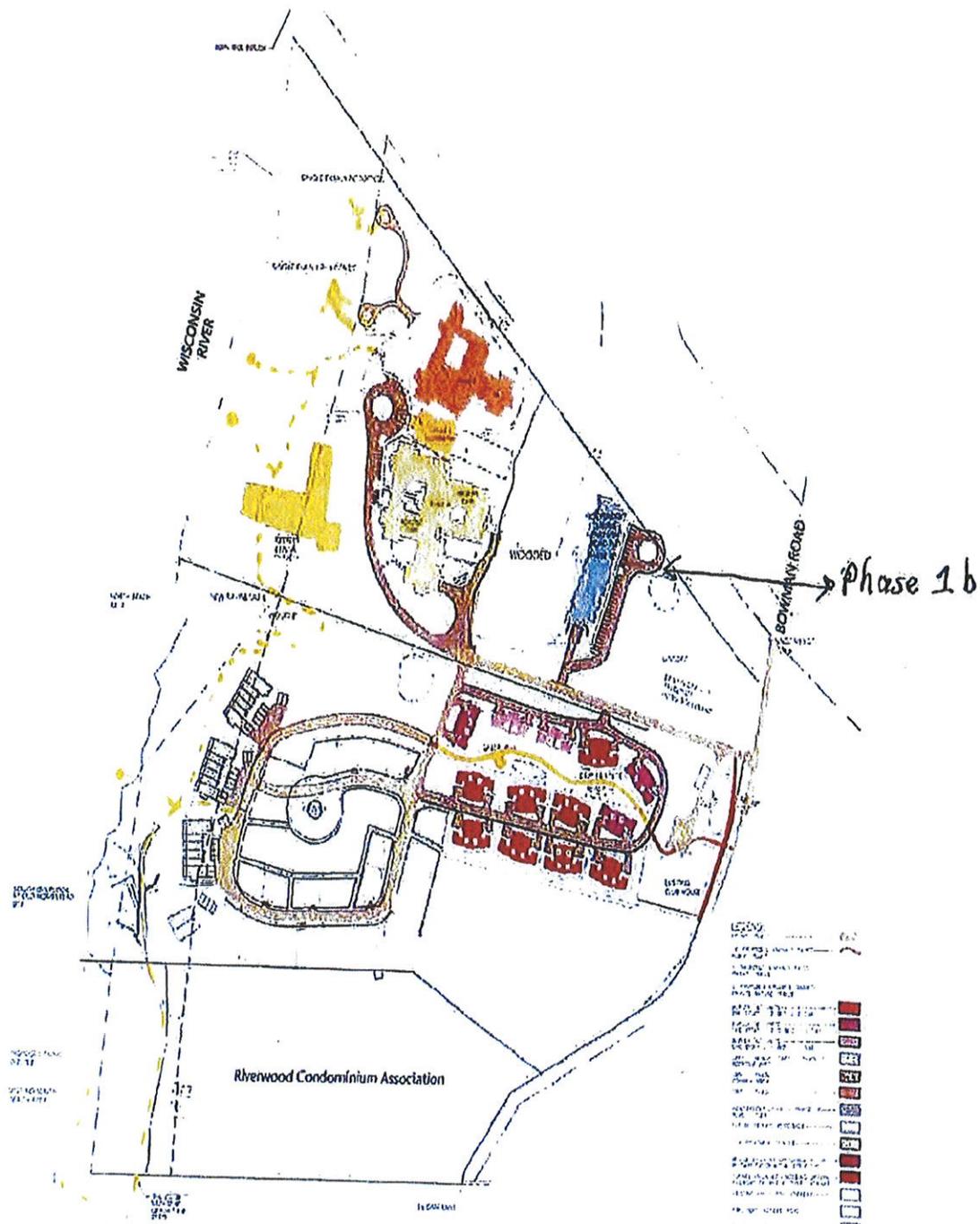


EXHIBIT
C

Phase
1b



SITE PLAN
RIVERWOOD EAGLES NEST LLC
Project No. 17-0000

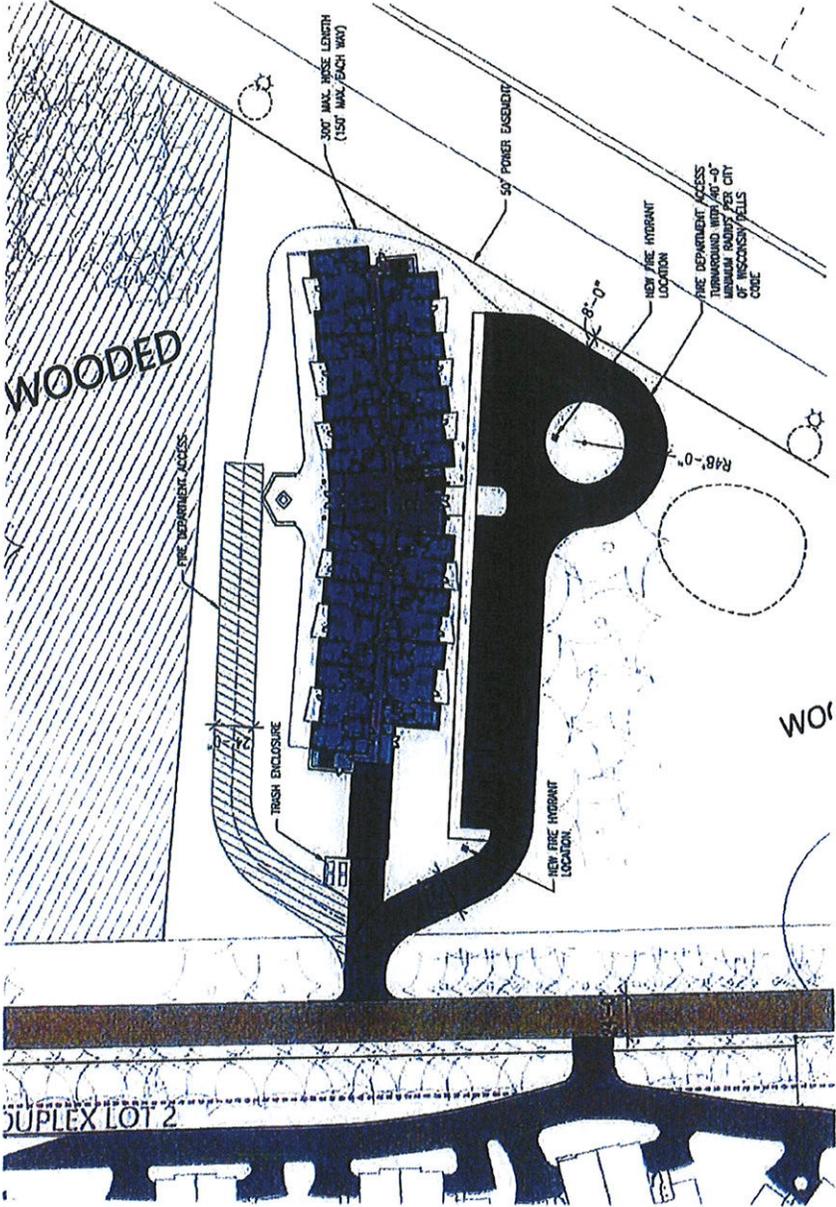
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COMPONENTS: 31A, 31B, 31C, 31D, 31E, 31F, 31G, 31H, 31I, 31J, 31K, 31L, 31M, 31N, 31O, 31P, 31Q, 31R, 31S, 31T, 31U, 31V, 31W, 31X, 31Y, 31Z

EXHIBIT



EXISTING COUNTS

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

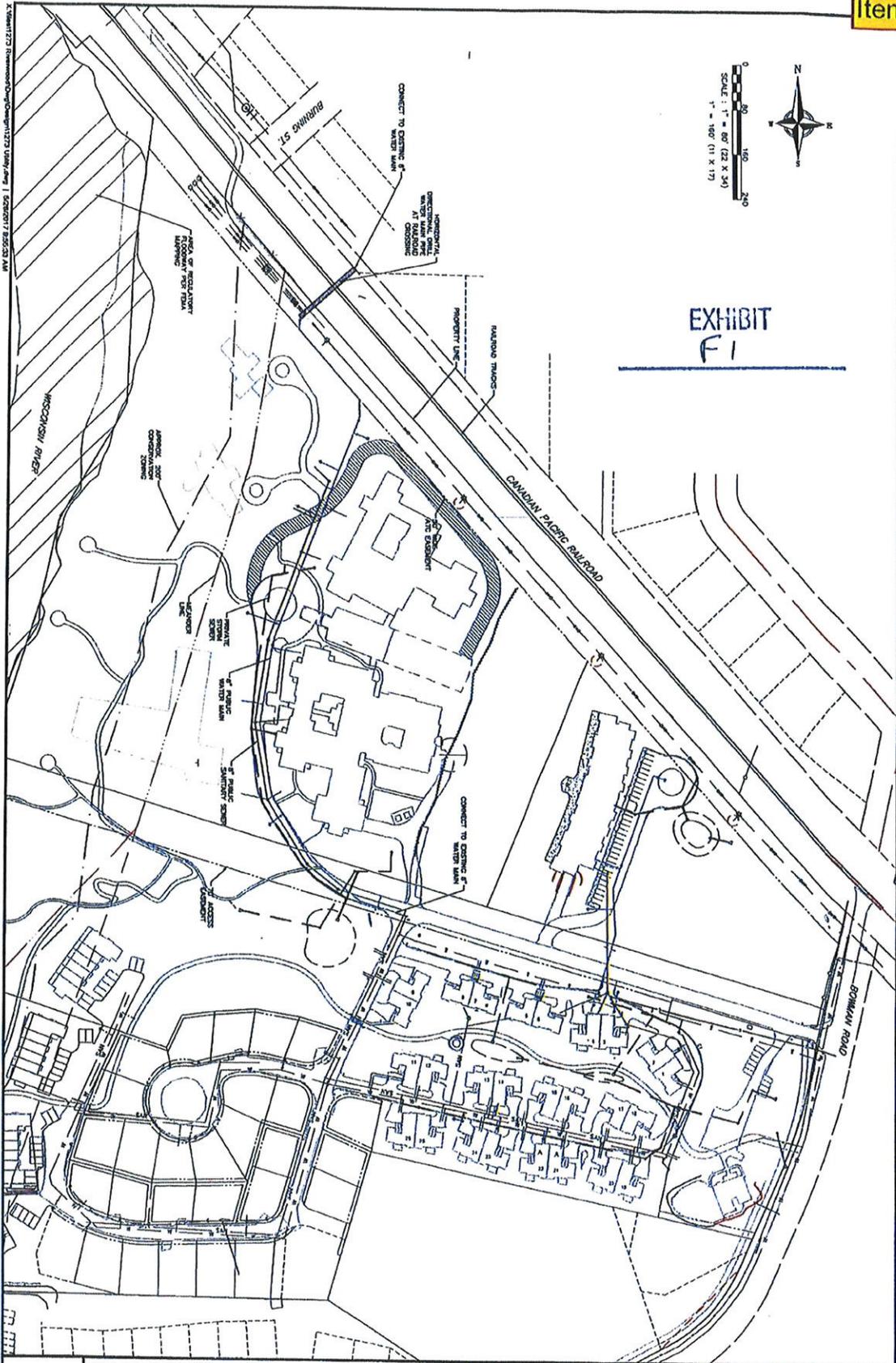
PHASE 1B SQUARE FOOTAGE

FIRST FLOOR:	20,983 S.F.
SECOND FLOOR:	21,570 S.F.
THIRD FLOOR:	21,570 S.F.
TOTAL GROSS S.F.:	64,123 S.F.

NOTE: SECOND AND THIRD FLOOR SQUARE FOOTAGE INCLUDES ALL BALCONIES FROM PUBLIC AREAS AND PRIVATE DECK.

PHASE 1B - INDEPENDENT LIVING
 APARTMENTS RCAC-FLEX
 RIVERWOOD EAGLES NEST LLC
 WISCONSIN DELLS
 219 ST. FLOOR PLAN





**EXHIBIT
F1**

C400	RIVERWOOD DEVELOPMENT OVERALL UTILITY PLAN	PROFESSIONAL ENGINEERING <small>LLC</small>	018 N Meadowbrook Ln Waukegan, WI 53597 phone (608) 849-9378 www.pe-wi.com	ISSUANCE/REVISION	DATE
	WISCONSIN DELLS, WISCONSIN			DESIGN DEVELOPMENT	03-28-17

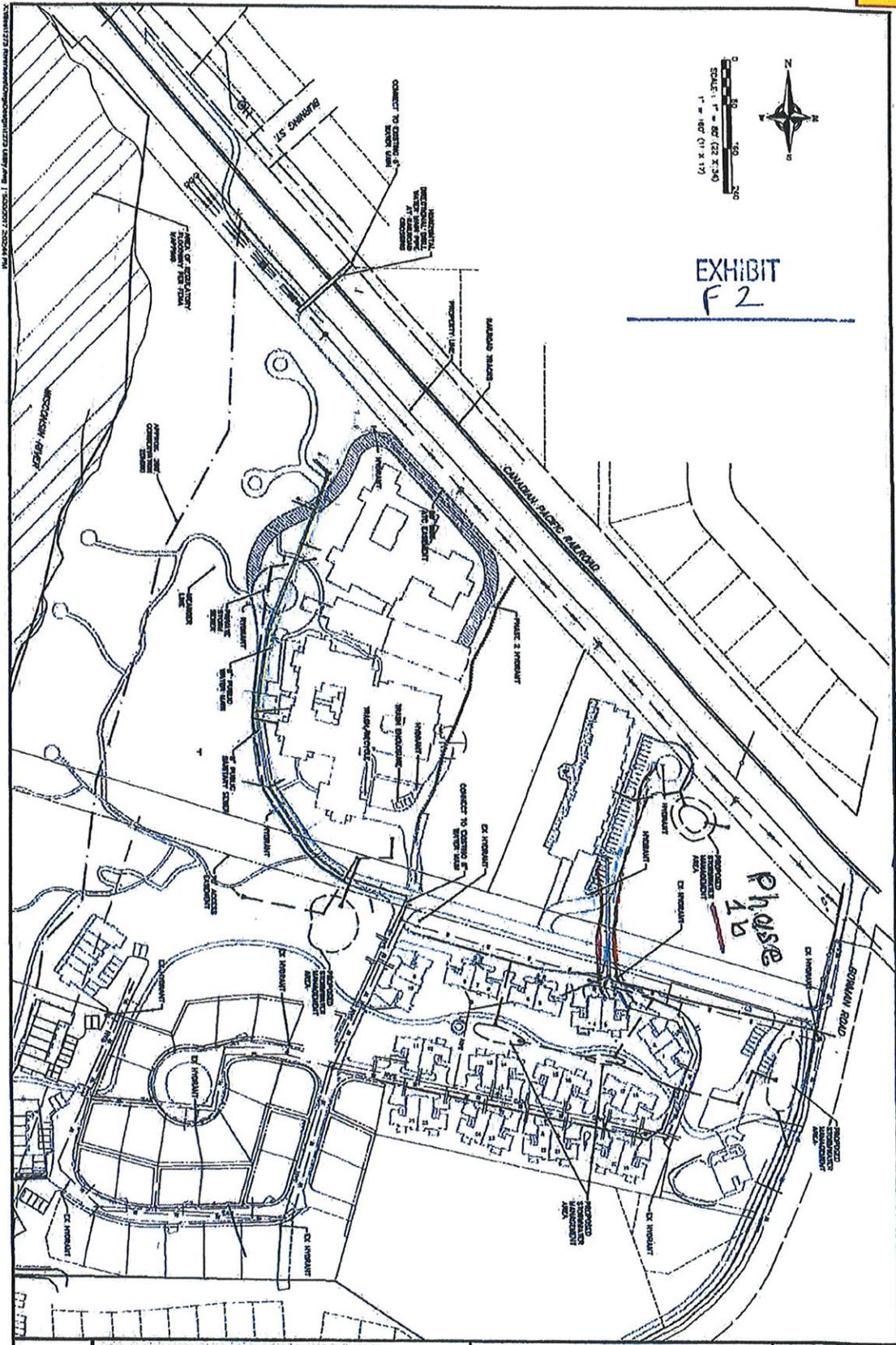


EXHIBIT
F 2

C400

**RIVERWOOD DEVELOPMENT
OVERALL UTILITY PLAN**
WISCONSIN DELLS, WISCONSIN

PROFESSIONAL ENGINEERING
810 N Meadowbrook Ln
Wausau, WI 53597
phone (715) 849-3378
www.pe-wi.com

DATE/REVISION	DATE
SCHEMATIC DEVELOPMENT	05-30-17

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

Justagame Fieldhouse - Sports Impressions Expansion

City Finance Meeting Monday 5/21

- Our goal is to see a vote on the approval/commitment of gifting land to Justagame Fieldhouse for an expansion of Justagame Fieldhouse to include two more courts and Sports Impressions
- As with our phase two expansion we'd ask that the city take care of any necessary utility, street, or sidewalk work

Direct Benefits the City will receive because of the Expansion

1. Increased property tax on land that is currently a gravel lot
2. Increased premier resort tax from Justagame, Sports Impressions, and increase in all visitor spending downtown
3. Increase in parking revenue, keeping more teams downtown for longer duration
4. Creating more middle class jobs
5. Estimated 500-800 more teams in the area annually

History of Justagame Fieldhouse

Justagame Fieldhouse first opened in 2006. The original building housed four high-school length basketball courts. The land was gifted by the city. No additional financial contributions by the city or other parties were included at that time. In 2011, Justagame Fieldhouse added two more high school length basketball courts, convertible to one college length basketball court with arena style seating. For this addition, the land was again gifted by the city, and \$100,000 of financial incentive was pledged annually for 10 years. That consists of \$25,000 from the City of Wisconsin Dells, \$25,000 from the Village of Lake Delton, and \$50,000 from the Visitors Bureau.

Visitors Bureau (Chamberlain) Study 2010

The WDVCB commissioned a study in 2010 that focused on how sports affected our local economies. At the time of the study, Justagame Fieldhouse was hosting nearly half of the sporting events in the area. That may still ring true today with the help of our addition in 2011. Justagame is a year round destination as we are not affected by weather during the winter months.

Families attending sporting events were surveyed to gain insights on estimated economic impact. The survey found that each family would spend near \$800 during their stay.

- \$461 on lodging
- \$353 on dining, entertainment, shopping, or other.

Roughly 35,000 players attend events at Justagame Fieldhouse annually. If each player represents a family, Justagame Fieldhouse is responsible for the following:

- \$28,000,000 in economic impact outside of Justagame Fieldhouse
- \$350,000 in Resort Tax collected on the \$28,000,000 at 1.25%

Space Needs

Justagame Fieldhouse hosts a large number of events which require additional gym space. This ultimately leads to renting gym space in surrounding cities. Sending teams to surrounding cities is not ideal for Justagame Fieldhouse, the teams traveling, or the Dells/Delton economy. When teams travel to other cities, our local economy misses out on revenue opportunities for parking, shopping, dining, etc... The proposed addition would help us keep more teams in the local parking stalls, and around local businesses and restaurants.

Not only do we send teams to other cities for larger tournaments, but we also turn teams down because we do not have the court space to accommodate them. We feel the new addition would allow us to bring an additional 500-800 teams to the area annually, as well as keep them in the downtown dells area longer during their stay.

Rough Footprint

We'd also need a to be determined amount of parking and shipping/receiving space at the Southeast corner of the building.

