

CITY OF WISCONSIN DELLS MEETING AGENDA

MEETING DESCRIPTION: FINANCE COMMITTEE

DATE: Monday, February 18, 2019 **TIME:** 6:00 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 JANUARY 21, 2019 MEETING MINUTES		
3	DISCUSSION AND DECISION ON SCHEDULE OF BILLS PAYABLE DATED FEBRUARY 18, 2019; AND ANY OTHER RELATED FINANCIAL INFORMATION		
4	CONVENE INTO CLOSED SESSION PURSUANT TO WISCONSIN STATE STATUTES 19.85(1)(e) FOR DISCUSSION, DELIBERATION AND DECISION ON NEGOTIATING A CONTRACT		
5	RECONVENE INTO OPEN SESSION FOR DISCUSSION AND DECISION IF APPLICABLE		
6	DISCUSSION AND DECISION TO APPROVE ALLOCATING EXCESS FARMERS MARKET SURPLUS FUNDS TO RIVERFRONT TERRACE TO BE USED FOR THE 2019 FARMERS MARKET		
7	DISCUSSION AND DECISION TO APPROVE TASK ORDER WITH MSA TO COMPLETE TRAFFIC IMPACT ANALYSIS FOR EXIT 87		
8	DISCUSSION AND DECISION TO APPROVE TASK ORDER WITH MSA TO COMPLETE AN APPLICATION FOR DNR STEWARDSHIP GRANT FOR THE TROUT ROAD TRAIL		
9	DISCUSSION AND DECISION TO APPROVE ADDITIONAL FUNDING FOR THE RECONSTRUCTION OF THE BOWMAN STABLE BUILDING		
10	DISCUSSION AND DECISION TO APPROVE THE 2 ND EXTENDED AND RESTATED DEVELOPMENT AGREEMENT WITH RIVERWOOD EAGLES NEST LLC		
11	ITEMS FOR REFERRAL		
12	ADJOURN		
ALD. BRIAN HOLZEM, CHAIRMAN			
POSTED AND DISTRIBUTED: 02/15/2019			
<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
FEBRUARY 18, 2019
MONDAY
COMMON COUNCIL

10	GENERAL FUND	\$ 2,006,691.96
13	DEBT SERVICE FUND	
14	CAPITAL PROJECTS FUND	
22	ROOM TAX FUND	\$ 33,755.72
24	PRT FUND	\$ 19,424.13
26	FIRE SERVICE FUND	\$ 26,362.21
27	RIVER & BAY FUND	\$ 212.54
28	RIVER ARTS DISTRICT	
50	PARKING UTILITY FUND	\$ 2,987.57
53	SEWER FUND	\$ 41,256.64
52	WATER FUND	\$ 6,362.82
59	ELECTRIC FUND	\$ 605,078.93

Total Payables: \$ 2,742,132.52

Item #6

Farmers Market

Surplus Balance Carried Forward	\$ 4,102.52
Total Earned in 2018	<u>\$(1,459.00)</u>
Total FARMERS MARKET	<u>\$ 2,643.52</u>

Farmers Market Sponsorships

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>Total</u>	<u>%</u>	<u>Unused Funds</u> <u>\$2,643.52</u>
Bank of Wisconsin Dells	\$ 1,000	\$ 1,000	\$ 1,000	\$ 3,000	42.9%	\$1,132.94
High Rock		\$ 1,000	\$ 1,000	\$ 2,000	28.6%	\$755.29
Double Cut		\$ 1,000		\$ 1,000	14.3%	\$377.65
Macs		\$ 1,000		\$ 1,000	14.3%	\$377.65
	<u>\$ 1,000</u>	<u>\$ 4,000</u>	<u>\$ 2,000</u>	<u>\$ 7,000</u>	<u>100.0%</u>	<u>\$2,643.52</u>

Karen Terry

From: Kelli Trumble
Sent: Saturday, November 17, 2018 1:11 PM
To: Karen Terry
Subject: BID Decision on 2018 Farmers' Market Surplus

Hello Karen,

The committee thoroughly discussed the surplus and made the decision to dedicate the monies to the 2019 Farmers' Market at the Riverfront Terrace.

Here's the motion for Item #3 on the November 14, 2018 BID meeting agenda:

2019 FARMERS MARKET:

As noted on October 17, the 2019 Farmers Market will be a part of Riverfront Terrace activities and will no longer be under the jurisdiction of the BID Committee. The end of 2018 calendar year shows the Market with surplus funds of \$2,643. The position of BID is that it wants to continue to encourage the success and growth of the Market. Jesse DeFosse made a motion to have the surplus funds be directed to the owners of Riverfront Plaza as seed money for the 2019 Farmers Market. Second by Dan Gavinski. Approved with Kyler Royston abstaining.

What should our next steps be? Thank you!

Kelli

Kelli A. Trumble
Chairperson
Business Improvement District
City of Wisconsin Dells

TRAFFIC IMPACT ANALYSIS

SCOPE OF SERVICES

Exit 87 Development Area
City of Wisconsin Dells, WI
February 6, 2019

At the request of the City of Wisconsin Dells, MSA Professional Services, Inc. (MSA) is proposing to complete a Traffic Impact Analysis (TIA) for the proposed development of areas southwest of the I-90/94 interchange with WIS 13 (Exit 87). MSA has previously completed a TIA for this area, however a specific development plan has been proposed with changes to the assumptions used to complete the original TIA. Additionally, with a specific plan for the area, the process will follow WisDOT requirements and be submitted for review to the WisDOT SW Region.

Tasks necessary to complete the TIA are detailed below as part of this proposal.

Scope of Services

Task 1 – Coordination & Administration

Scoping Meeting

This task includes an initial coordination meeting with WisDOT and the City of Wisconsin Dells review and provide comments on the proposed scope of the project. If changes to the scope are required by WisDOT or the City, additional services and fee may be necessary.

This task also includes general project coordination and administration, including teleconferences and emails between MSA and Wisconsin Dells, WisDOT, and the development group.

Task 2 - Data Collection

Traffic Counts

At this time, MSA is not proposing to collect any additional traffic counts for this TIA update. Data collected in 2015 included summer peak traffic counts for the study area. Given the timeline for the project and the lack of changes to travel patterns and land uses in the area, MSA is proposing to utilize turning movement counts collected at the intersection of Trout Road and WIS 13 as well as two local intersections along the Trout Road from that study.

Available AADT volumes from WisDOT may be utilized to supplement the study data if necessary. No additional traffic counts are included as part of this scope of work.

Traffic Forecasting

MSA will prepare a Traffic Forecast Request (DT 1601) for submittal to WisDOT to determine the background traffic volumes for the development phasing years. Forecasts can take 4 to 6 weeks for WisDOT to process.

Task 3 – Initial Submittal

Trip Generation and Distribution

The development will be built out in multiple stages. For study purposes, three different analysis years will be included:

3. 2035 Horizon Year Background Traffic
4. 2020 Background Plus Initial Development
5. 2025 Interim Year Background Plus Full Build Development
6. 2035 Horizon Year Background Plus Full Build Development

If operations for any movement drop below LOS D as part of the above listed analysis scenarios, MSA will provide one improved transportation system alternative to address the identified operational deficiency. The following scenarios will be analyzed as necessary for an improved transportation system.

Capacity/LOS Analysis, Improved Transportation System

1. 2020 Base Year Background Traffic
2. 2025 Interim Year Background Traffic
3. 2035 Horizon Year Background Traffic
4. 2020 Background Plus Initial Development
5. 2025 Interim Year Background Plus Full Build Development
6. 2035 Horizon Year Background Plus Full Build Development

One improvement scenario will be analyzed and improvement scenarios will build on each other for consistency towards an ultimate transportation system recommendation. Improvements could include changes to intersection geometrics, traffic control, turn bay lengths, and other traffic control improvements required to provide LOS D or better for all movements at the study area intersections. A roundabout analysis is not included, as it is not considered a viable alternative based on the existing infrastructure.

It is noted that if there are existing deficiencies at any of the study area intersections, the operational analysis may alternatively make recommendations for with-development conditions that only maintain equivalent Level-of-Service operations to conditions without development. In these cases, engineering judgment may indicate that operations at or below LOS D are acceptable.

Note that the improvements included in the report are recommended to WisDOT for consideration and are not legally binding. WisDOT reserves the right to determine alternative solutions at the intersections under their jurisdiction.

If requested by WisDOT, microsimulation modeling (using SimTraffic or VISSIM) can be completed as part of a contract amendment.

Traffic Signal Warrant Analysis

No signal warrant analysis will be completed as part of this study. WIS 13 and Trout Road is currently signalized, and the proposed S. Frontage Road intersection is too close to the existing signal for safe and efficient operation of a second signal. Should changes to the development plan identify an unsignalized intersection where alternative traffic control is feasible, the scope and fees needed to complete that analysis will be discussed and agreed to prior to commencing the additional services.

Task 5 – Traffic Impact Analysis Report

A Traffic Impact Analysis Report documenting the findings of the analysis will be prepared by MSA.

TRAFFIC IMPACT ANALYSIS

SCOPE OF SERVICES

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City of Wisconsin Dells, WI

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The development will be built out in multiple stages. For study purposes, three different analysis years will be included:

- 2020 Initial Build Year
- 2025 Full Build
- 2035 Horizon Year

MSA will utilize the ITE Trip Generation Manual 10th Edition to estimate anticipated traffic volume generated by proposed developments as shown on the provided site plan. Traffic will be generated for the Weekday AM & PM peak hour, and Saturday peak hour as well as for the 24-hour weekday period. If changes to the site plan occur after the Initial Submittal has been sent to WisDOT that would require additional work effort, a revised cost of services would be prepared at that time.

Onsite Development

Land uses for the Development will be provided by FDG/JSD (development group). It is assumed that the development will be built in two phases with complete build out by the year 2025.

Offsite Development

No other offsite developments impacting the study area are known or anticipated at this time. therefore analysis, will only include the onsite development.

Trip distribution percentages, pass-by and linked trip assumptions included in the 2015 Exist 87 TIA will be utilized as part of this study.

Multimodal trips including pedestrian and bicycle trips will be reviewed based on the anticipated land uses. While a number of the seasonal employees do utilized bicycle transportation, it is anticipated that only a small percentage of the new trips will utilize non-vehicular transportation. Therefore at this time a maximum of 5% trips are assumed to arrive be bicycle or pedestrian modes during all peak hours studied.

Initial Submittal Memo

MSA will submit a summary of the traffic data collection, trip generation, distribution and assignment to WisDOT as an “Initial Review” submittal prior to conducting any traffic analysis. WisDOT may make recommendations or require modifications to the provided information. Upon approval of the initial review by WisDOT, MSA will proceed with the remaining tasks as outlined below.

Task 4 – Traffic Operational Analysis

Upon approval of the initial submittal, traffic operational analysis will include the following intersections:

1. WIS 13 & Trout Road
2. Trout Road and S. Frontage Road
3. Trout Road and one new access (if included in the proposed development plan)

Traffic Operational Analysis

MSA will analyze the study area intersections identified in this proposal for the following scenarios during the AM and PM, and Saturday peak hours using Synchro 10 software.

Capacity/LOS Analysis, Existing Transportation System

1. 2020 Base Year Background Traffic
2. 2025 Interim Year Background Traffic

3. 2035 Horizon Year Background Traffic
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5. 2025 Interim Year Background Plus Full Build Development
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If operations for any movement drop below LOS D as part of the above listed analysis scenarios, MSA will provide one improved transportation system alternative to address the identified operational deficiency. The following scenarios will be analyzed as necessary for an improved transportation system.

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One improvement scenario will be analyzed and improvement scenarios will build on each other for consistency towards an ultimate transportation system recommendation. Improvements could include changes to intersection geometrics, traffic control, turn bay lengths, and other traffic control improvements required to provide LOS D or better for all movements at the study area intersections. A roundabout analysis is not included, as it is not considered a viable alternative based on the existing infrastructure.

It is noted that if there are existing deficiencies at any of the study area intersections, the operational analysis may alternatively make recommendations for with-development conditions that only maintain equivalent Level-of-Service operations to conditions without development. In these cases, engineering judgment may indicate that operations at or below LOS D are acceptable.

Note that the improvements included in the report are recommended to WisDOT for consideration and are not legally binding. WisDOT reserves the right to determine alternative solutions at the intersections under their jurisdiction.

If requested by WisDOT, microsimulation modeling (using SimTraffic or VISSIM) can be completed as part of a contract amendment.

Traffic Signal Warrant Analysis

No signal warrant analysis will be completed as part of this study. WIS 13 and Trout Road is currently signalized, and the proposed S. Frontage Road intersection is too close to the existing signal for safe and efficient operation of a second signal. Should changes to the development plan identify an unsignalized intersection where alternative traffic control is feasible, the scope and fees needed to complete that analysis will be discussed and agreed to prior to commencing the additional services.

Task 5 – Traffic Impact Analysis Report

A Traffic Impact Analysis Report documenting the findings of the analysis will be prepared by MSA.

Sight distance analysis will be included for new access to Trout Road only (if applicable). Aerial imagery and site photos of Trout Road will be used to determine vision and/or sight distance triangles. A conceptual drawing on aerial imagery will also be prepared for the final recommended transportation improvement if needed.

The report will include text, tables and exhibits. Upon approval, MSA shall submit one final electronic copy each to the City/Representative, and WisDOT.

It is noted that any review comments by the City, their Representative, or WisDOT could require additional work efforts to address. A revised cost of services would be prepared at that time, if necessary.

Intersection Control Evaluation (ICE)

Trout Road & WIS 13 is an existing signal. A change in the traffic control is not anticipated, therefore an Intersection Control Evaluation is not included in the scope at this time. If requested by WisDOT, MSA can complete an ICE Report as part of a contract amendment.

Task 6– Review Meeting

MSA will coordinate a teleconference meeting to review the study findings after submittal of the traffic impact analysis to the City or their designated representatives. The review meeting will facilitate discussion of the traffic impacts and improvements recommended by the study and finalize any comments before submitting to WisDOT.

Cost

The lump sum fee for the tasks included in this scope is as follows:

Task 1: Coordination & Administration	\$3,300
Task 2: Data Collection & Forecasting	\$600
Task 3: Initial Submittal	\$2,700
Task 4: Operational Analysis	\$4,300
Task 5: Traffic Impact Analysis Report	\$3,600
Task 6: Review Meeting	\$500
Total Cost	\$15,000

Should any amendments to this scope of work be requested at any time during the project, revised cost estimate will be provided to the client prior to the start of the additional services.

Prepared By:

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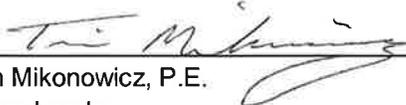
MSA Project No.: 00085091
Date of Issuance: February 15, 2019

Task Order

CITY OF WISCONSIN DELLS

MSA PROFESSIONAL SERVICES, INC.

Karen Terry
Treasurer
Date: _____



Tim Mikonowicz, P.E.
Team Leader
Date: February 15, 2019

Attest: Nancy Holzem, Clerk

Clerk Name: Nancy Holzem
Date: _____

300 La Crosse Street
Wisconsin Dells, WI 53965
Phone: (608) 254-2012
Fax: (608) 254-7329

1230 South Boulevard
Baraboo, WI 53913
Phone: (608) 355-8905
Email: tmikonowicz@msa-ps.com

**ATTACHMENT A:
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Architects	\$111 – \$170/hr.
Clerical	\$ 55 – \$110/hr.
CAD Technician	\$ 65 – \$125/hr.
Geographic Information Systems (GIS).....	\$ 94 – \$138/hr.
Housing Administration	\$ 68 – \$115/hr.
Hydrogeologists.....	\$114 – \$147/hr.
Planners	\$ 89 – \$160/hr.
Principals.....	\$180 – \$250/hr.
Professional Engineers	\$ 85 – \$153/hr.
Project Manager.....	\$ 85 – \$180/hr.
Professional Land Surveyors	\$ 79 – \$160/hr.
Staff Engineers.....	\$ 74 – \$144/hr.
Technicians.....	\$ 65 – \$125/hr.
Wastewater Treatment Plant Operator.....	\$ 72 – \$ 92/hr.

REIMBURSABLE EXPENSES

Copies/Prints.....	Rate based on volume
Fax	\$1.00/page
GPS Equipment.....	\$40/hour
Mailing/UPS	At cost
Mileage – Automobile (currently \$0.545/mile)	Rate set by Fed. Gov.
Mileage – MSA Truck.....	\$0.70/mile
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine.....	Included in labor rates
Stakes/Lath/Rods.....	At cost
Total Station	Included in labor rates
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing	At cost
Trimble Geodimeter.....	\$30/hour

* Labor rates represent an average or range for a particular job classification. These rates are in effect until January 1, 2020.

**Bowman Pavilion
Project Overall Budget**

Revision 4 - 2/07/19



Item # 9

Architectural Design
Consultants, Inc.

Description	Budget Source	Revised Schematic Budget	Notes / Source of Funding
1 Owner Development & Soft Costs			
1.1 Project Financing / Interest	By owner	\$ -	TBD
1.2 Builder's Risk Insurance	ADCI	\$ -	incl. Building Budget
1.3 Owner's Protective Insurance	None assumed	\$ -	
1.4 Title Insurance	None assumed	\$ -	
1.5 Hazardous Material Removal & Testing	ADCI	\$ 2,500.00	Budget for testing, assumes no Hazard
1.6 Site Survey	Owner	\$ -	Already completed by City
1.7 Legal Consultant	None assumed	\$ -	
1.8 Owner Capitalized Labor	None assumed	\$ -	
Subtotal		\$ 2,500.00	
2 Site & Site Related Costs			
2.1 Land Acquisition	None Required	\$ -	
2.2 Local Impact Fees		\$ -	Assumed Waived
2.3 Local Approval / Permit Fees		\$ -	Assumed Waived
2.4 DSPS - Review Fees	ADCI	\$ 1,250.00	
2.5 Utility Extensions / Fees		\$ -	Assumed Waived
2.6 Off-Site Development Costs	None Required	\$ -	
2.7 Environmental Impact Fees / Mitigation	None Required	\$ -	
2.8 Other Local Assigned Costs	None Required	\$ -	
Subtotal		\$ 1,250.00	
3 Consultant Services & Fees			
3.1 Architectural Services and Fees	ADCI	\$ 62,800.00	Includes original design fee and (Additional Services for VE Adjustments)
3.2 Reimbursable / Travel / Printing	ADCI	\$ 350.00	
3.3 Printing (Bidding Documents)	Allowance	\$ 400.00	
3.4 Civil Engineering Design	None Assumed	\$ -	Survey completed (balance minimal)
3.5 Geo-Tech Services	ADCI	\$ 3,500.00	Assumes 2 borings @ 20ft.
3.6 Landscape Design Consultants	None Assumed	\$ -	General Seeding only
3.7 Storm Water Management Consultant	None Assumed	\$ -	Disturbance of less than 1 acre
3.8 Telecommunications / Data / AV Design	By Vendor	\$ -	
3.9 Fixtures / Furnishings / Artwork Design	None Assumed	\$ -	
3.10 Food Service Design Consultant	None Assumed	\$ -	
3.11 Signage Design Services	By Vendor	\$ -	
3.12 Construction Administration	ADCI	\$ 10,500.00	
Subtotal		\$ 77,550.00	
4 Construction Costs			
4.0 Building Demolition (Stable)	ADCI	\$ 16,000.00	
4.1 General Site Improvements Budget	ADCI	\$ -	Tree Removal By City
4.2 Landscaping and Site Amenities	ADCI	\$ 23,000.00	Walks, (No Dumpster encl.) Site Wall, Etc.
4.3 Building Construction Budget (\$131/SF)	ADCI	\$ 512,250.00	(With VE Options less #5 1/29/19 list)
4.4 Site Lighting and Distribution	ADCI	\$ -	Assumes Lighting From Building
4.5 Storm Water	None Assumed	\$ -	
4.6 Natural Gas & Electric Distribution	Allowance	\$ 3,000.00	Allowance
Subtotal		\$ 538,250.00	
5 Equipment			
5.1 Computer System Equipment	Allowance	\$ -	
5.2 Computer Wiring	City	\$ -	None assumed
5.3 Telecommunications Systems Equipment	City	\$ -	None assumed
5.4 Telecommunications Wiring	ADCI	\$ 800.00	WiFi
5.5 Audio / Visual Equipment	ADCI	\$ 1,500.00	Pwr drop screen (Use Wall Mount TV)
5.6 Security Systems	Allowance	\$ 1,500.00	
5.7 Moveable Casework	City	\$ -	None assumed
5.8 Storage / Racking Systems	City	\$ -	None assumed
5.9 Janitorial Equipment	City	\$ 500.00	
5.10 Food Service Equipment	ADCI	\$ 1,700.00	1 Refrig. 1 Micro
5.11 Exterior Patio Picnic Tables	Reuse Existing	\$ -	
Subtotal		\$ 6,000.00	
6 Furnishing & Fixtures			
6.1 Interior Signage	ADCI	\$ 150.00	
6.2 Exterior Signage	ADCI	\$ 300.00	
6.3 Furniture and Furnishings	Allowance	\$ 5,000.00	
6.4 Window Treatments	None Assumed	\$ -	
Subtotal		\$ 5,450.00	
Subtotal of All Categories		\$ 631,000.00	
Original 1/31/18 Budget (\$867,075.00)	Contingency 5%	\$ 31,500.00	
TOTAL PROJECT COST OPINION	Total	\$ 662,500.00	Expected Range \$650,000 to \$690,000

The following is a list of some activities that could be temporarily performed at the stable building until a Rec Center is built. In no way does this building take the place of Rec Center –

Senior Citizen –

Strong Bodies Strong Bones – Ongoing throughout the year

Potlucks – Ongoing

Drawing / Art Classes

Movies

Adult / Senior-

Zumba

Yoga

Taichi

Youth

Currently we are not able to use any school facility for the last two weeks of summer, thus forcing us to close summer day camp early. This is probably our number 1 complaint from summer day camp parents and summer day camp is our # 1 most lucrative program. We could host the last two weeks at this facility and also use it occasionally during the summer. This would also allow us to possibly incorporate swim lesson into summer day camp programming.

Winter Break Camps

Spring Break Camps.

Line Dancing

Boy Scouts

Increased revenue from shelter and warming kitchen rental. Enhanced programming for special events. WoZhaWa. Rental during Wozhawa?



ADCI
Architectural Design
Consultants, Inc.

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Bowman Park Pavilion
City of Wisconsin Dells

16-038 02-13-2019

**Riverwood Eagle's Nest
2nd Extended & Restated Development Agreement**

This 2nd 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 and Master Plan dated August 4, 2017 (the 2017 Agreement), a copy of which is attached as Exhibit 100.
- B. That 2017 Agreement covered the Riverwood Eagle's Nest project in general and Phase 1A in particular.
- C. On or about May/June, 2018, the City and Developer entered into an Extended and Restated Development Agreement (the 2018 Agreement) which extended the 2017 Agreement to Phase 1B and restated and applied the 2017 Agreement to Phases 1A and 1B.
- D. Subsequently the Developer requested that certain dates in the 2018 Agreement be modified and the City wished to reiterate and clarify Developer's obligation to install looped water main service in connection with Phase 1A of the project.
- E. This 2nd Extended & Restated Development Agreement is designed to address the respective concerns of Developer and City and includes revised designations of Exhibits.
- F. This 2nd Extended & Restated Development Agreement extinguishes the 2018 Agreement and amends and updates the original underlying 2017 Agreement.

AGREEMENT

- 1. Attached and incorporated by reference as Exhibit 101 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 102-105 respectively are the following sketches and diagrams regarding the project:

- 102 Overall site plan showing location of Phase 1B.
- 103 Phasing Diagram
- 104 Phase 1B Independent Living Apartments RCAC-FLEX
- 105 Overall Utility Plan

3. Attached and incorporated by reference is Exhibit 106 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 - October 1, 2019
 - b.) Not later than the following dates, Phase 1A and Phase 1B buildings and improvements shall be commenced:

Phase 1A - May 15, 2019 // Phase 1B - January 1, 2020
 - c.) Not later than the following dates, occupancy permits for the Phase 1A and Phase 1B buildings and improvements shall be obtained:

Phase 1A - February 15, 2020 // 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. Assuming timely commencement and completion, first 1A incentive payment: September, 2021.
 - 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. Assuming timely commencement and completion, first 1B incentive payment: September, 2022.

- 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. The "Water Loop" provisions of this agreement are as follows:
- a.) In this agreement the term "water loop project" means "portions of the water main extension from the Bauer street connection to the first isolation gate valve south of the Canadian Pacific Railway Company (CP) right-of-way."
 - b.) The Riverwood project shall include a water main loop installed at Developer's cost and expense and located, designed and engineered according to City specifications and directions; and, subject to the public let provisions of Wis. Stat. sec. 62.15.
 - c.) Not later than May 15, 2019 Developer shall have and provide evidence of permission from CP to install and maintain a crossing of its facilities for such purpose. The occupancy permit for Phase 1A improvements shall not be issued by the City to the Developer unless the water main loop is installed and operable consistent with City requirements.
 - d.) The costs of the water loop installation project, including all design, engineering and permitting, shall be paid as follows: Developer shall submit invoices to the City which the City will pay after City is satisfied that the materials, equipment and work invoiced is satisfactory. Upon completion of the project and its dedication to and complete acceptance by the City, the City will compute the cost of the expense paid or payable by the City and bill that amount to the Developer which amount the Developer shall pay in full within forty-five (45) days. If payment is not made within forty-five (45) days the unpaid amount shall be levied as a special assessment against Developer's property.
 - e.) The special assessment shall bear interest at the City's then current borrowing costs plus 1% (interest rate) The special assessment shall be levied pursuant to Wis. Stat. sec. 66.0703 and applicable City Ordinances and shall be payable in two annual installments plus interest at the interest rate described herein. The special assessment shall be a lien against the property and run with the land.
 - f.) Assuming timely commencement and completion of the water loop project, the special assessment will be levied in tax years 2020 and 2021.
 - g.) In consideration of the terms and conditions of this Agreement, Developer hereby waives, pursuant to Wis. Stat. sec. 66.0703, any and all requirements of the Wisconsin Statutes which must be met prior to the imposition of a special assessment (including but not limited to the

notice and hearing requirements of Wis. Stat. secs. 66.0703(4) through (7), and agrees that the City may proceed immediately to levy the special assessment in the amount and on the terms and conditions set forth in this Agreement. Developer further waives its rights to appeal from the special assessment and stipulates that the amount of the special assessment levied against the Developer property has been determined on a reasonable basis, and that the benefits to the Developer property from the proposed improvements exceed the amount of the special assessment against the Developer property. In addition, Developer waives its appeal rights under Wis. Stat. sec. 66.0703(12) and agrees to the terms of the payment set forth in this Agreement.

9. All other terms of the 2017 Development Agreement/Master Plan are extended, restated and applied to Phase 1A and 1B jointly and severally.

CITY OF WISCONSIN DELLS

Dated: _____, 2019.

Edward Wojnicz, Mayor

Dated: _____, 2019.

Nancy R. Holzem, Clerk/Coordinator

RIVERWOOD EAGLE'S NEST, LLC

Dated: _____, 2019.

By: _____
its: _____