

CITY OF WISCONSIN DELLS MEETING AGENDA

Meeting Description COMMON COUNCIL MEETING

Date: MONDAY, AUGUST 21, 2017 Time: 7:00PM Location: MUNICIPAL BUILDING
300 LA CROSSE STREET, WISCONSIN DELLS, WI

| MAYOR | | COUNCIL MEMBERS | | |
|---------------------|--|-----------------|-----------------|----------------|
| BRIAN L. LANDERS | | FIRST DISTRICT | SECOND DISTRICT | THIRD DISTRICT |
| | | Jesse DeFosse | Mike Freel | Ben Anderson |
| | | Brian Holzem | Dar Mor | Ed Wojnicz |
| OPENING | | | | |
| 1 | CALL TO ORDER & ROLL CALL | | | |
| 2 | PLEDGE OF ALLEGIANCE | | | |
| 3 | APPROVAL OF CONSENT AGENDA ITEMS: a. Approval of the July 19, 2017 Common Council Meeting Minutes b. Schedule of Bills Payable dated August 21, 2017 c. Applications for Bartender Licenses | | | |
| 4 | COMMITTEE UPDATES BY CHAIRPERSONS: (PARKS & REC, LIBRARY, LEGISLATIVE, RIVER ARTS, PARKING BOARD, PLAN COMMISSION, FINANCE, PUBLIC WORKS, DESIGN REVIEW COMMITTEE, PUBLIC SAFETY & BID) | | | |
| AGENDA ITEMS | | | | |
| 5 | PUBLIC COMMENT/CITIZEN APPEARANCES FOR ANY NON-AGENDA ITEM | | | |
| 6 | APPLICATION FOR A SPECIAL EVENTS/PARADE PERMIT SUBMITTED BY THE WOZHAWA COMMITTEE FOR THE FESTIVAL AND PARADE SEPTEMBER 15-17, 2017 | | | |
| 7 | APPLICATION FOR A TEMPORARY CLASS B BEER & CLASS B WINE LICENSE SUBMITTED BY THE ROTARY CLUB FOR WOZHAWA SEPTEMBER 14-17, 2017 | | | |
| 8 | APPLICATION FOR A TEMPORARY CLASS B BEER LICENSE SUBMITTED BY WISCONSIN DELLS FESTIVALS, INC FOR KILBOURN CITY LIVE MUSIC & ARTS FESTIVAL SEPTEMBER 29-30, 2017 | | | |
| RESOLUTIONS | | | | |
| 9 | RESOLUTION TO APPROVE 2017 BUDGET AMENDMENT TO MOVE TIF #3 WAGE EXPENSE | | | |
| 10 | RESOLUTION DECLARING COUNTY LIBRARY TAX EXEMPTION | | | |
| 11 | RESOLUTION TO APPROVE SCHOOL DISTRICT'S REU FEE REQUEST FOR CONCESSION/BATHROOM BUILDING | | | |
| 12 | RESOLUTION TO APPROVE PROCEEDING WITH TRAFFIC LIGHTS AT BROADWAY/EDDY STREET | | | |
| 13 | RESOLUTION TO APPROVE ZEBRADOG PROPOSAL FOR DESIGN DEVELOPMENT AND DETAILING OF BROADWAY STREET BANNER PROGRAM | | | |
| 14 | RESOLUTION TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH MSA FOR EVENT SPACE PLANNING AND CONCEPTUAL SITE ANALYSIS | | | |
| 15 | RESOLUTION TO APPROVE A CONDITIONAL USE PERMIT TO WISCONSIN RIVER KAYAK & TUBE RENTALS (JEFF BEARD) AND AMERICAN ZIPLINE CONSULTANTS (GREG SLAYTON) IN ORDER TO ALLOW A BOAT DOCK, OUTDOOR RECREATION (ZIPINE), COMMERCIAL ACTIVITY WITHOUT A PERMANENT STRUCTURE OR WASHROOM (CONTAINER), WALK-UP SERVICE WINDOW, AND A NON-RESIDENTIAL GARAGE (STORAGE SHED) AT 190 STATE HWY 13 AND 2320 WISCONSIN DELLS PARKWAY – LOWER DELLS MEXICALI ROSE AREA | | | |

CITY OF WISCONSIN DELLS
OPERATOR'S (BARTENDER) LICENSE APPLICATION

ITEM 3c

FOR OFFICE USE ONLY

Receipt# 67008
Amount Paid: \$ 60.00
License Exp. Date Provisional: _____ (not more than 60 days)
Operators-June 30, 2018 (even year)
Temporary Period _____ (not more than 14 days)
Council Date Granted: _____
License #: _____ Date Issued: _____

Police Dept Verification: -CH on 8/4/17
Police Chief: _____ Approved: [Signature]
Denied: _____

Please Note:

- You must be 18 years of age or older to apply.
- Answer all questions truthfully and completely. A background record check will be conducted by the Police Dept.
- A Beverage Server Certificate, proof of registration in the class, or proof of having an Operator License within the last two years must accompany all New License Applications.

Application Date August 2, 2017

License Applying For:

- New \$60
 Renewal \$60
 Provisional \$10
 Temporary \$10 (Bona Fide Clubs Only)
Date(s) Needed (14 day max.): _____
Limited to one per year. No training course required.

Check the appropriate box that applies to you:

- I have an Operator's License in effect at this time. (Attach proof if not held w/City of Wisconsin Dells)
 I have held an Operator's License within past 2 years (Attach proof)
 I have completed the Beverage Server Training Course within past 2 years (Attach Completion Certificate)
 I am enrolled in the Beverage Server Training Course
Class Date and Location: _____
(After completing the course, bring in your certificate to receive license)
 I am applying for a Temporary Operator's License

To the Common Council of the City of Wisconsin Dells, Wisconsin:

I hereby apply for a license to serve from the date hereof to June 30, 2018, inclusive, fermented malt beverages and intoxicating liquors, subject to limitations imposed by Secs. 125.04, 125.12, 125.32, 125.68 of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations, federal, state, or local, affecting the sale of such beverages and liquors if a license is granted to me.

PLEASE PRINT

Name Baetje Tylan Marie
Last First Middle
Home Address 327 Alexander Ave #7 Reedsburg WI 53959
Street City State Zip
Mail License to (if different from Home Address) N/A
Street City State Zip

Previous Addresses within the past 10 years

330 N. Weld Ave Reedsburg WI 53959
1100 19th St. #6 Reedsburg WI 53959
536 Alexander Ave Reedsburg WI 53959

Drivers License # B320-8139-0546-02 State Issued WI
Phone Number (815) 243-1835 Date of Birth 02/26/1990 Place of Birth Baraboo
Physical Description Sex F Race W Height 5'2" Eye Color: Haz Hair Color: Brown
License to be used at (Name of Business) Apple bee's

(Continued)

- 1. Have you been convicted of any felony or misdemeanor? Yes ___ No
- 2. Have you been convicted of any license law or ordinance regulating the sale and/or consumption of fermented malt beverages or intoxicating liquors? Yes ___ No
- 3. Are there currently any charges, federal, state, or local pending against you? Yes ___ No
- 4. Do you currently have any outstanding forfeitures owed to the City of Wisconsin Dells? Yes ___ No

If you answered **yes** to any of the above questions, list the offense convicted of, pending conviction, date of conviction, and state and county of conviction.

| <u>Date</u> | <u>Nature of Offense</u> | <u>County</u> | <u>State</u> |
|-------------|--------------------------|---------------|--------------|
| | N/A | | |
| | | | |
| | | | |
| | | | |
| | | | |

STATE OF WISCONSIN

COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application: that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Signature of Applicant: Sylvan Baxa Date: August 2, 2017

Subscribed and sworn to before me this 2nd day of August, 2017.
Tammy L Miller
Notary Public

My Commission Expires: 4-14-18



- 1. Have you been convicted of any felony or misdemeanor? Yes ___ No
- 2. Have you been convicted of any license law or ordinance regulating the sale and/or consumption of fermented malt beverages or intoxicating liquors? Yes ___ No
- 3. Are there currently any charges, federal, state, or local pending against you? Yes No ___
- 4. Do you currently have any outstanding forfeitures owed to the City of Wisconsin Dells? Yes ___ No

If you answered **yes** to any of the above questions, list the offense convicted of, pending conviction, date of conviction, and state and county of conviction.

| <u>Date</u> | <u>Nature of Offense</u> | <u>County</u> | <u>State</u> |
|-------------|------------------------------|----------------|--------------|
| 8/14/2017 | Pending OWI, (Not Convicted) | Green Lake Co. | Wisconsin |
| | | | |
| | | | |
| | | | |

STATE OF WISCONSIN

COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application: that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Signature of Applicant: *Dalton Fuchs* Date: 07/17/2017

Subscribed and sworn to before me this 18th day of July, 2017.
[Signature]
Notary Public
My Commission Expires: 10/25/2019



City of Wisconsin Dells

Application for: SPECIAL EVENTS & PARADE PERMIT

ITEM 6

Date From: September 15-17, 2017

FEE \$160

Receipt No. 61144

Name of Applicant: WoZhaWa Committee

Address of Applicant: PO Box 485, Wisconsin Dells, WI 53965

Daytime Telephone Number: () _____ Email Address: _____

Name & Address of Officers, if Corporation: _____

FOR SPECIAL EVENTS PERMIT:

Type of Event: Wo-Zha-Wa Fall Festival

Location of Event: Downtown Wisconsin Dells

Number and Types of Participants: _____

Contact Person: Ed Wojnicz Telephone No: 608-844-0392

Fireworks: NO

FOR PARADE PERMIT:

Assembly Area: Line up on Oak & Washington

Starting Time & Estimated Length: Start time is 1:30P.M. Parade lasts approximately 2 hours

Starting Point: Superior Street

Parade Route: Parade begins on Superior Street, turns on to Broadway and ends on Vine and Washington

Number of Units: _____

Signature of Applicant

Subject to compliance with Wisconsin Dells Municipal Code chapter 24

Date Approved: _____ day of _____ 20____

Date Denied: _____ Reason(s): _____

Note: Incomplete, false, or misleading information on the application form can delay the review process and/or be grounds for denial of permit or license. Rev. 01/07

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00 Application Date: 08/02/2017
 Town Village City of WISCONSIN DELLS County of COLUMBIA

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
- A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 09/14/2017 and ending 09/17/2017 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

- 1. Organization** (check appropriate box) →
- Bona fide Club Church Lodge/Society
 - Chamber of Commerce or similar Civic or Trade Organization
 - Veteran's Organization Fair Association

(a) Name WISCONSIN DELLS ROTARY CLUB

(b) Address PO BOX 55, WISCONSIN DELLS, WI 53965
(Street) Town Village City

(c) Date organized 03/21/1954

(d) If corporation, give date of incorporation _____

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:
President JEFFREY CRUM, PO BOX 55, WISC. DELLS, WI 53965

Vice President _____

Secretary _____

Treasurer _____

(g) Name and address of manager or person in charge of affair: WALLY CZUPRYNKO, 172 OAK RIDGE PASS LAKE DELTON, WI 53940

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number BROADWAY AND OAK STREETS

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? NO

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event WO-ZHA-WA

(b) Dates of event SEPTEMBER 14 - 17, 2017

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer 
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk 8-17-2017

Date Granted by Council _____

WISCONSIN DELLS ROTARY CLUB
(Name of Organization)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Reported to Council or Board _____

License No. _____

Application for Temporary Class "B" / "Class B" Retailer's License ITEM 8

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00 R# 60952 Application Date: 07/20/2017
 Town Village City of WISCONSIN DELLS County of COLUMBIA

The named organization applies for: (check appropriate box(es).)
 A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
 A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.
 at the premises described below during a special event beginning 09/29/2017 and ending 09/30/2017 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) → Bona fide Club Church Lodge/Society
 Chamber of Commerce or similar Civic or Trade Organization
 Veteran's Organization Fair Association

(a) Name WISCONSIN DELLS FESTIVALS, INC.

(b) Address 701 SUPERIOR ST, WISCONSIN DELLS, WI 53965
(Street) Town Village City

(c) Date organized 10/16/1990

(d) If corporation, give date of incorporation 10/16/1990

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:
 President JILL DIEHL, TOMMY BARTLETT EXPLORATORY
 Vice President JESSE DEFOSSE, SHOWBOAT SALOON
 Secretary DAN GAVINSKI, ORIGINAL WISCONSIN DUCKS
 Treasurer DAN GAVINSKI, ORIGINAL WISCONSIN DUCKS

(g) Name and address of manager or person in charge of affair: JENIFER DOBBS, WD FESTIVALS, INC.
701 SUPERIOR ST, WISCONSIN DELLS, WI 53965

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number CITY LOT, LA CROSSE ST, WISCONSIN DELLS, WI 53965

(b) Lot 8 Block _____

(c) Do premises occupy all or part of building? ALL OF THE PARKING LOT 8

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event KILBOURN CITY LIVE MUSIC & ARTS FESTIVAL

(b) Dates of event 9/29 & 9/30/2017

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer  7-19-17
(Signature/date)

Officer  7/19/17
(Signature/date)

Date Filed with Clerk 8/1/17

Date Granted by Council _____

WISCONSIN DELLS FESTIVALS, INC.
(Name of Organization)

Officer  19 July 17
(Signature/date)

Officer _____
(Signature/date)

Date Reported to Council or Board _____

License No. _____

RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the Finance Committee from their August 21, 2017 meeting,

IT APPROVES a 2017 budget amendment in the amount of \$500 to move TIF #3 wage expense.

Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes ____ nays
Date Introduced: August 21, 2017
Date Passed:
Date Published:

CITY OF WISCONSIN DELLS
BUDGET AMENDMENT
General Fund - FUND 10 to TID #3 - FUND 43

| | | BJE# | |
|-------------------------|--|-----------|-----------|
| August 1, 2017 | | | |
| | | | |
| | | | |
| | | | |
| DESCRIPTION | ACCT # | DEBIT | CREDIT |
| Accounting - Salaries | 10 5151-101-1000 | | \$ 500.00 |
| Property Tax Revenue | 10 4111-101 | \$ 500.00 | |
| | | | |
| TIF #3 - Administration | 43 5612-430-2000 | \$ 500.00 | |
| TIF #3 - Tax Increment | 43 4110-430 | | \$ 500.00 |
| | | | |
| | Memo: Budget Amendment - Move Treasurer wages to TIF #3 | | |
| | To cover time spent on TIF#3 REFI | | |
| | | | |

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____
COUNTY LIBRARY TAX EXEMPTION

ITEM 10

WHEREAS, The Columbia, Sauk, Adams, and Juneau County Boards levy a county library tax;

WHEREAS, Section 43.64(2)(b) of the Wisconsin Statutes provide that such units of government which levy a tax for public library services and expend an amount for a library fund as defined by s. 43.52(1) during the year for which the county tax levy is made a sum at least equal to the county library tax rate in the prior year multiplied by the equalized valuation of property in the city for the current year, may apply for exemption from this tax; and

WHEREAS, The **City of Wisconsin Dells** does levy a library tax in excess of the amount calculated in accordance with 43.64(2)(b);

NOW THEREFORE BE RESOLVED that the **City of Wisconsin Dells**, in Columbia, Sauk, Adams and Juneau Counties, Wisconsin, be EXEMPT from the payment of any county library tax as provided in Section 43.64(2)(b) inasmuch as it will expend for its own library fund for 2018 an amount in excess of that amount calculated in accordance with 43.64(2)(b). Exemption from the payment of said county library tax shall not preclude the City of Wisconsin Dells' participation in county library services in all other respects;

BE IT FURTHER RESOLVED, that confirmed copies of this Resolution shall be forwarded by the City Clerk to the Columbia, Sauk, Adams and Juneau County Clerks.

Dated this 21st day of August, 2017.

Brian L. Landers, Mayor

Attest:

Nancy R. Holzem, City Clerk/Coordinator

Columbia County Library Tax Exemption Calculations for 2018

| Municipalities that pay county library tax | 2016 Equalized Value Reduced by TID | Municipalities with libraries | 2017 Equalized Value Reduced by TID | 2018 Needed Appropriation from Municipality | 2017 Requested Appropriation from Municipality | | | | | | | | | | | | |
|---|-------------------------------------|---|-------------------------------------|---|--|--------------|-----------------|--|----------|------------------|----------|------------|---------------|----------|----------|--------------|---------|
| Arlington (town) | \$91,893,200 | Cambria | \$49,299,900 | \$10,945 | \$59,243 | | | | | | | | | | | | |
| Caledonia | \$232,843,900 | Columbus | \$378,036,800 * | \$83,924 | \$266,000 | | | | | | | | | | | | |
| Columbus (town) | \$82,784,400 | Lodi | \$250,617,600 | \$55,637 | \$128,750 | | | | | | | | | | | | |
| Courtland | \$53,795,700 | Pardeeville | \$134,164,100 | \$29,784 | \$58,000 | | | | | | | | | | | | |
| Dekorra | \$357,940,300 | Portage | \$606,062,900 | \$134,546 | \$476,963 | | | | | | | | | | | | |
| Fort Winnebago | \$75,592,600 | Poynette | \$165,828,600 | \$36,814 | \$122,603 | | | | | | | | | | | | |
| Fountain Prairie | \$96,645,600 | Randolph | \$75,302,500 * | \$16,717 | \$107,240 | | | | | | | | | | | | |
| Hampden | \$68,408,800 | Rio | \$51,938,900 | \$11,530 | \$95,445 | | | | | | | | | | | | |
| Leeds | \$82,547,400 | Wis. Dells | \$344,559,600 * | \$76,492 | \$539,464 | | | | | | | | | | | | |
| Lewiston | \$122,419,700 | Wyocena | \$38,351,900 | \$8,514 | \$22,500 | | | | | | | | | | | | |
| Lodi (town) | \$452,303,100 | <p>*Columbus and Randolph have residents in both Columbia and Dodge counties. Wisconsin Dells is a joint library and has residents in Columbia, Sauk, Juneau, and Adams counties. The equalized values from the appropriate counties have been added to result in these figures above. See below for the Columbia County portions only:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 20%;">Municipality</th> <th style="width: 40%;">Columbia County</th> <th style="width: 40%;"></th> </tr> </thead> <tbody> <tr> <td>Columbus</td> <td>\$378,036,800 **</td> <td>\$83,924</td> </tr> <tr> <td>Wis. Dells</td> <td>\$230,874,000</td> <td>\$51,254</td> </tr> <tr> <td>Randolph</td> <td>\$23,962,000</td> <td>\$5,320</td> </tr> </tbody> </table> <p>**2017 Dodge County equalized value for Columbus = 0</p> <p>The tax levy rate is determined by dividing the 2017 Columbia County library budget by the 2016 equalized value of those municipalities that pay the county library tax. The 2017 equalized value of those municipalities with libraries is then multiplied by that tax levy rate to determine the municipal appropriation needed in order to exempt from the county library tax in 2018. The 2017 municipal library appropriations (<i>taken from information provided on the library's 2016 Annual Report</i>) are provided as an indication of the municipality's current level of support.</p> <p><i>Wisconsin Statutes s43.64 (2)(b)</i></p> | | | | Municipality | Columbia County | | Columbus | \$378,036,800 ** | \$83,924 | Wis. Dells | \$230,874,000 | \$51,254 | Randolph | \$23,962,000 | \$5,320 |
| Municipality | Columbia County | | | | | | | | | | | | | | | | |
| Columbus | \$378,036,800 ** | | | | | \$83,924 | | | | | | | | | | | |
| Wis. Dells | \$230,874,000 | | | | | \$51,254 | | | | | | | | | | | |
| Randolph | \$23,962,000 | | | | | \$5,320 | | | | | | | | | | | |
| Lowville | \$96,013,900 | | | | | | | | | | | | | | | | |
| Marcellon | \$89,851,900 | | | | | | | | | | | | | | | | |
| Newport | \$65,101,800 | | | | | | | | | | | | | | | | |
| Otsego | \$71,186,000 | | | | | | | | | | | | | | | | |
| Pacific | \$240,959,200 | | | | | | | | | | | | | | | | |
| Randolph (town) | \$92,552,000 | | | | | | | | | | | | | | | | |
| Scott | \$64,154,300 | | | | | | | | | | | | | | | | |
| Springvale | \$72,781,300 | | | | | | | | | | | | | | | | |
| West Point | \$339,335,700 | | | | | | | | | | | | | | | | |
| Wyocena (town) | \$175,486,000 | | | | | | | | | | | | | | | | |
| Arlington (village) | \$69,100,000 | | | | | | | | | | | | | | | | |
| Doylestown (village) | \$14,740,100 | | | | | | | | | | | | | | | | |
| Fall River (village) | \$125,887,900 | | | | | | | | | | | | | | | | |
| Friesland (village) | \$16,330,100 | | | | | | | | | | | | | | | | |
| TOTAL: | 3,250,654,900 | | | | | | | | | | | | | | | | |
| 2017 Columbia County Library Budget To | \$720,087 | | | | | | | | | | | | | | | | |
| Tax Levy Rate | 0.000222000 | | | | | | | | | | | | | | | | |

Sauk County Library Tax Exemption Calculations for 2018

| Municipalities that pay county library tax | 2016 Equalized Value Reduced by TID | Municipalities with libraries | 2017 Equalized Value Reduced by TID | 2018 Needed Appropriation | 2017 Appropriation Requested | | | |
|--|-------------------------------------|---|-------------------------------------|---------------------------|------------------------------|-----------------|--------------|----------|
| Baraboo (town) | \$194,636,100 | City of Baraboo | \$783,357,100 | \$267,611 | \$566,417 | | | |
| Bear Creek (town) | \$65,628,300 | Village of La Valle | \$15,345,300 | \$5,242 | \$15,000 | | | |
| Dellona (town) | \$189,974,000 | Village of North Freedom | \$24,034,300 | \$8,211 | \$30,000 | | | |
| Delton (town) | \$298,561,800 | Village of Plain | \$66,558,800 | \$22,738 | \$65,000 | | | |
| Excelsior (town) | \$140,778,700 | Village of Prairie du Sac | \$371,469,400 | \$126,902 | \$321,709 | | | |
| Fairfield (town) | \$104,383,000 | City of Reedsburg | \$545,609,700 | \$186,392 | \$400,690 | | | |
| Franklin (town) | \$73,559,900 | Village of Rock Springs | \$22,079,400 | \$7,543 | \$25,000 | | | |
| Freedom (town) | \$57,462,400 | Village of Sauk City | \$314,858,700 | \$107,562 | \$205,000 | | | |
| Greenfield (town) | \$99,602,800 | Village of Spring Green | \$158,159,700 | \$54,031 | \$97,002 | | | |
| Honey Creek (town) | \$81,614,000 | City of Wis. Dells** | \$344,559,600 | \$117,709 | \$331,413 | | | |
| Ironton (town) | \$49,917,200 | Village of Lake Delton** | \$1,144,571,000 | \$391,009 | \$385,228 | | | |
| La Valle (town) | \$343,431,800 | | | | | | | |
| Merrimac (town) | \$242,879,600 | <p>*Wisconsin Dells has residents in four counties (Sauk, Columbia, Juneau, and Adams). The equalized values from all four counties have been added to result in the figure above. See below for the Sauk County portion only:</p> <table border="1" style="margin-left: 20px;"> <tr> <td>Wisconsin Dells</td> <td>\$77,719,900</td> <td>\$26,551</td> </tr> </table> <p>**Wisconsin Dells and Lake Delton are a joint library. Due to Act 20, the municipalities that fund joint libraries have a second method they can use to determine the necessary level at which they need to fund the library in order to exempt from county library tax</p> <p>The tax levy rate is determined by dividing the 2017 Sauk County Library Board budget by the 2016 equalized value of those municipalities that pay the county library tax. The 2017 equalized value of the municipalities with libraries is then multiplied by that tax levy rate to determine the municipal appropriation needed in order to exempt from the county library tax in 2018. The 2017 municipal library appropriations (taken from information provided on the library's 2016 Annual Report) are provided as an indication of the municipality's current level of support.</p> <p style="text-align: center;"><i>Wisconsin Statutes, s.43.64(2)(b)</i></p> | | | | Wisconsin Dells | \$77,719,900 | \$26,551 |
| Wisconsin Dells | \$77,719,900 | | | | | \$26,551 | | |
| Prairie du Sac (town) | \$151,568,700 | | | | | | | |
| Reedsburg (town) | \$103,827,700 | | | | | | | |
| Spring Green (town) | \$171,617,900 | | | | | | | |
| Sumpter (town) | \$64,586,300 | | | | | | | |
| Troy (town) | \$92,274,400 | | | | | | | |
| Washington (town) | \$59,745,800 | | | | | | | |
| Westfield (town) | \$53,092,000 | | | | | | | |
| Winfield (town) | \$87,214,200 | | | | | | | |
| Woodland (town) | \$81,723,700 | | | | | | | |
| Cazenovia (village) | \$636,000 | <p>The tax levy rate is determined by dividing the 2017 Sauk County Library Board budget by the 2016 equalized value of those municipalities that pay the county library tax. The 2017 equalized value of the municipalities with libraries is then multiplied by that tax levy rate to determine the municipal appropriation needed in order to exempt from the county library tax in 2018. The 2017 municipal library appropriations (taken from information provided on the library's 2016 Annual Report) are provided as an indication of the municipality's current level of support.</p> <p style="text-align: center;"><i>Wisconsin Statutes, s.43.64(2)(b)</i></p> | | | | | | |
| Ironton (village) | \$7,646,700 | | | | | | | |
| Lime Ridge (village) | \$8,454,900 | | | | | | | |
| Loganville (village) | \$13,454,700 | | | | | | | |
| Merrimac (village) | \$74,272,300 | | | | | | | |
| West Baraboo (village) | \$94,097,700 | | | | | | | |
| | | | | | | | | |
| TOTAL: | \$3,006,642,600 | | | | | | | |
| 2017 Sauk County Library Board Budget | \$1,027,131 | | | | | | | |
| Tax Levy Rate | 0.000341621 | | | | | | | |

Adams County Library Tax Exemption Calculations for 2018

| | 2016 Equalized Value Reduced by TID | Municipalities with Libraries | 2017 Equalized Value Reduced by TID | 2018 Needed Appropriation from Municipality | 2017 Requested Appropriation from Municipality |
|----------------------------------|-------------------------------------|--|-------------------------------------|---|--|
| Adams County | \$2,330,811,300 | Adams Co. | | | \$377,669 |
| | | Rome | \$613,887,400 | \$146,336 | \$184,557 |
| Rome | \$600,911,100 | Wis. Dells* | \$344,559,600 | \$82,135 | \$539,464 |
| Wisconsin Dells | \$32,794,800 | *Wisconsin Dells is a joint library and has residents in Columbia, Sauk, Juneau, and Adams counties. The equalized values from the appropriate counties have been added to result in these figures above. See below for the Adams County portion only: | | | |
| | | | | | |
| TOTAL: | \$1,697,105,400 | Wis. Dells* | \$35,538,900 | \$8,472 | |
| 2017 Adams County Library | \$404,550 | | | | |
| Tax Levy Rate | 0.00023838 | | | | |

The tax levy rate is determined by dividing the 2017 Adams County library budget by the 2016 equalized value of those municipalities that pay the county library tax. The 2016 equalized value of those municipalities with libraries is multiplied by that tax levy rate to determine the municipal appropriation needed in order to exempt from the county library tax in 2018. The 2017 municipal appropriation is given as an indication of the municipality's current level of support.

Wisconsin Statutes s43.64 (2)(b)

RESOLUTION NO. _____

ITEM 11

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the Finance Committee from the August 21, 2017 meeting,

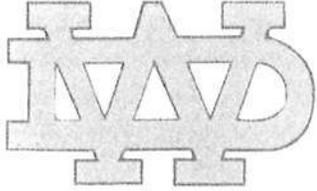
IT APPROVES the request from the Wisconsin Dells School District and sets their REU fees at \$ _____.

Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes ____ nays
Date Introduced: August 21, 2017
Date Passed:
Date Published:

SCHOOL DISTRICT OF WISCONSIN DELLS



District Office: 811 County Road H, Wisconsin Dells, WI 53965

Terrance R. Slack
District Administrator
608/254-7769 Phone
608/254-8058 Fax
Email: tslack@sdwd.k12.wi.us

Deb Michel
Business Manager
608/254-7769 Phone
608/254-8058 Fax
Email: dmichel@sdwd.k12.wi.us

August 15, 2017

City of Wisconsin Dells
Karen Terry, City Treasurer
300 La Crosse Street
Wisconsin Dells, WI 53965

Dear Ms. Terry:

Our Bathroom/Concession project is progressing and we hope to be complete in a few weeks. It was brought to my attention that there would be a sewer connection fee that would be required before occupancy would be granted. The district is once again asking if there is a possibility that this fee be waived or reduced.

The District appreciates the City's consideration in this matter.

Sincerely,

Scott Walsh
Buildings & Grounds Supervisor

Karen Terry

From: Chris Tollaksen
Sent: Wednesday, August 16, 2017 10:19 AM
To: David Holzem
Cc: Karen Terry
Subject: High School bath building

Taking a look at the High School bath and concession building, I expect them to be finishing up soon and we will need to collect the REU fee.

The fee is \$1920 per REU, which is defined in Ord 7.04(y) as 73,000 Gallons Per Year.

It is somewhat difficult to estimate the usage for a building like this. We estimated a fee for Woodside of $\frac{1}{4}$ REU (\$480) per toilet.

The HS building will have 13 toilets, so that comes to \$6240.

The Ordinance state a public restroom would be 1.5 REU, for a fee of \$2880.

Chris Tollaksen
City Planner/Zoning Administrator
City of Wis. Dells
(608) 253-2542
Fax (608) 254-8904

ITEM 12

RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the Public Works Committee from their August 14, 2017 meeting and the Finance Committee from their August 21, 2017 meeting;

IT APPROVES moving forward with a stoplight controlled intersection at Broadway and Eddy Street. Funding to be derived from _____.

Brian L. Landers, Mayor

Attest:

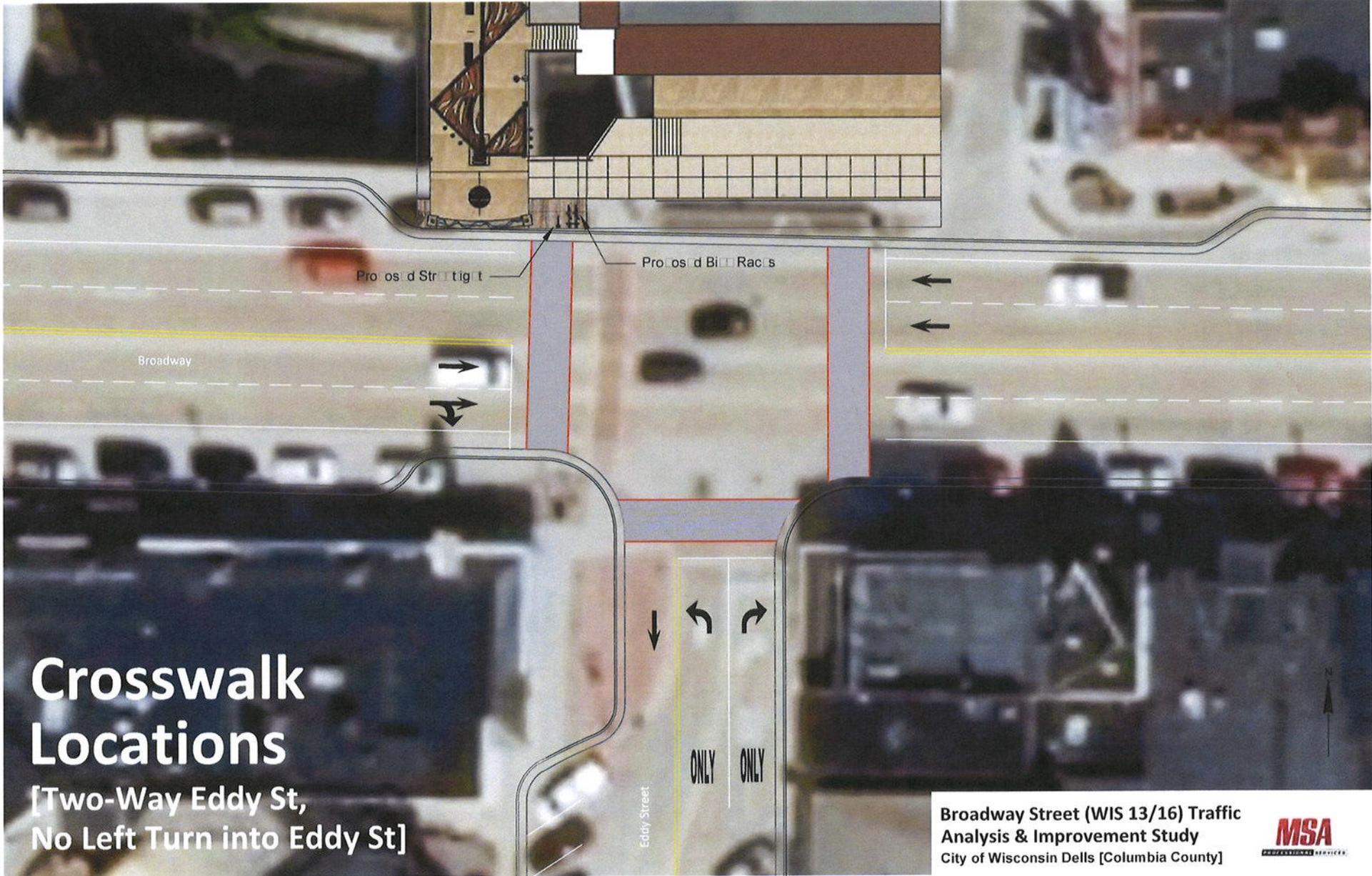
Nancy R. Holzem, City Clerk

Vote: ____ ayes ____ nays

Date Introduced: August 21, 2017

Date Passed:

Date Published:



Crosswalk Locations

[Two-Way Eddy St,
No Left Turn into Eddy St]

Broadway Street (WIS 13/16) Traffic
Analysis & Improvement Study
City of Wisconsin Dells [Columbia County]



RESOLUTION NO. _____

ITEM 13

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the Public Works Committee from their August 14, 2017 meeting and the Finance Committee from their August 21, 2017 meeting;

IT APPROVES the proposal in the amount of \$9,022 submitted by ZEBRADOG for design development and detailing of a street banner program. Funding to be derived from _____.

Brian L. Landers, Mayor

Attest:

Nancy R. Holzem, City Clerk

Vote: ____ ayes ____ nays

Date Introduced: August 21, 2017

Date Passed:

Date Published:

PROPOSAL

HISTORY

ZEBRADOG (ZD) has been asked by the City of Wisconsin Dells to develop a banner program for the River Arts District. This proposal covers the Design Development and Detailing of the banner program.

SCOPE

1. DISCOVER (PRE-DESIGN SERVICES) COMPLETE

- Work completed in phase 1

2. DESIGN (SCHEMATIC DESIGN PHASE) COMPLETE

- Work completed in phase 1

3. DEVELOP (DESIGN DEVELOPMENT PHASE) \$6,862.

- ZD will advance design concepts for the River Arts District banner program that integrates with the new wayfinding program
- One (1) round of design edits for banner program included
- Develop location map and identify phase I locations for proposed banners in the River Arts District (Phase I consists of the Lower Dells intersection through Race Street on Broadway)
- Qty. 1 meeting with stakeholders

4. DETAIL (DESIGN DETAIL PHASE) \$2,160.

- Following approval of the banner design, ZD will create a design detail document for the banner program that is suitable for other consultants to obtain preliminary budgetary pricing (Bid document to be sent out by others)
- Qty. 1 meeting with stakeholders (1 to review details)

5. DELIVER (TBD)

- Following approval of the fabrication and installation pricing, we will begin development of production art for the banner program*
- Final high resolution production files are created- qty to be determined
- ZD to deliver all high resolution art files to selected fabricator**

Not Included in Scope:

- *High resolution photos for banners to be sourced directly by the BID
- **Fabrication and installation of banners provided by others



Design Concepts

SUMMARY

| | |
|--------------|-------------------------------------|
| 1. DISCOVER | (COMPLETE) |
| 2. DESIGN | (COMPLETE) |
| 3. DEVELOP | \$6,862. |
| 4. DETAIL | \$2,160. |
| TOTAL | \$9,022. |
| | + REIMBURSABLE EXPENSES (SEE BELOW) |

PAYMENT TERMS

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

REIMBURSABLE EXPENSES

Expenses related to the performance and delivery of basic services will be billed in addition to the fees for basic services. Reimbursable expenses will be invoiced at actual cost and will include costs associated with printing of project documentation, courier, postage, stock material, software, travel costs, meals and lodging.

1 AUGUST 2017

SUBMITTED: MARK SCHMITZ - ZEBRADOG

ACCEPTED (PLEASE SIGN):

DATE:

RESOLUTION NO. _____

ITEM 14

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the Finance Committee from the August 21, 2017 meeting,

IT APPROVES the Professional Services Agreement with MSA for Event Space Planning and Conceptual Site Analysis for the amount of \$20,500 with funding derived from _____.

Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes ____ nays
Date Introduced: August 21, 2017
Date Passed:
Date Published:



Professional Services Agreement

This AGREEMENT (Agreement) is made today 8/16/17 by and between CITY OF WISCONSIN DELLS (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: City of Wisconsin Dells – Event Space Planning and Conceptual Site Analysis
MSA Project #00085083

The scope of the work authorized is:

Planning and conceptual site analysis for potential event space at a location to be determined.

Proposed task include:

- Review available background data and previous studies
- Review and make recommendations on event space programming, space needs, and amenities
- Review and make recommendations on event space public space programming and space needs.
- Review and make recommendations on traffic impacts, parking needs/modifications, and roadway/intersection modifications associated with event space siting
- Review public utility impacts and or modifications associated with potential event space site
- Develop conceptual exhibits to depict potential event space site, associated adjacent public space amenities, and proposed infrastructure and parking modifications.
- Develop preliminary magnitude level cost estimate for event space.
- Attend two (2) Owner/Stakeholder meetings. Meeting 1 shall be a kick-off/coordination meeting and Meeting 2 shall be a progress review meeting at approximately the 60% completion phase.
- Prepare summary memo of findings and recommendations
- Project management, correspondence, and QA/QC.

The estimated fee for the work is: \$20,500

The schedule to perform the work is:

Approximate Start Date: Upon Receipt of Signed Contract

Approximate Completion Date: November 15, 2017

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF WISCONSIN DELLS

MSA PROFESSIONAL SERVICES, INC.

Brian Landers
Mayor
Date: _____



John M. Langhans, P.E.
Team Leader
Date: 8/16/17

Attest: City Clerk (WI Only)

Clerk Name: Nancy Holzem
Date: _____

1230 South Boulevard
Baraboo, WI 53913
Phone: 608-355-8895
jlanghans@msa-ps.com

300 LaCrosse St.
Wisconsin Dells, WI 53965
Phone: 608-254-2012

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project

2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. **Access to Site.** Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

5. **Location of Utilities.** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to Consultant by others.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

10. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

11. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the CITY PLAN COMMISSION from their August 14, 2017 meeting;

IT APPROVES a Conditional Use Permit to Wisconsin River Kayak & Tube Rentals (Jeff Beard) and American Zipline Consultants (Greg Slayton) in order to allow the following at 190 State Hwy. 13 and 2320 Wisconsin Dells Parkway:

- a boat dock
- outdoor recreation (zipline)
- commercial activity without a permanent structure or washroom (container)
- walk-up service window
- non-residential garage (storage)

With the contingencies in the staff report, in addition, the permit for the container is only valid for 1 year (2018 season).

Brian L. Landers, Mayor

Nancy R. Holzem, City Clerk

Vote: ___ ayes; ___ nays ___ abstention
Date Introduced: August 21, 2017
Date Passed:
Date Published:

Staff Report for Plan Commission, 08/14/17

CUP and Site Plan Application—Boat Dock, Outdoor recreation, Commercial Activity WITHOUT a permanent structure with a washroom, and a Walk-up Service Window
190 STH 13 and 2320 Wisconsin Dells Parkway (Parcels 291-0101-00000 & 291-0103-00000)

The Planning & Zoning office has received a Conditional Use Permit and Site Plan application from Wisconsin River Kayak and Tube Rentals, Jeffrey Beard and American Zipline Consultants by Greg Slayton, in order to allow a Boat Dock, Outdoor recreation, Commercial Activity WITHOUT a permanent structure with a washroom, a garage non-residential, and Walk-up Service Windows at 190 STH 13 and 2320 Wisconsin Dells Parkway, located on Sauk Co, City of Wisconsin Dells tax parcels 291-0101-00000 and 291-0103-00000 (lower Dells).

The applicant has been operating their Kayak rental business out of an existing ticket booth adjacent to the Mexicali Rose building at 190 STH 13. They would like permission to utilize the walk-up service window at this ticket booth. They would also like to install a boat dock at the bottom of the boat ramp, to assist patrons in loading and launching the kayaks, as well as to moor their patrol rescue boat.

The applicant intends to lease additional property in and behind the parking lot south of the kayak launch and north of Timbavati. They would like to move in a shipping container and shed. The container and shed will be placed on level ground behind the parking lot. The plan and rendering submitted indicates the container will no longer be placed directly on the sloped parking lot, but rather on the higher ground behind (east of) the parking lot. Due to the more level ground at the new location, the applicant may choose to place the container on the ground rather than on foundation piers. The container will not have any plumbing. The applicant would also like to install a second non-permanent shed building near the container for additional storage.

Patrons could purchase their tickets through a walk-up service window at either ticket booth, or could enter the booths to purchase tickets. The shipping container would also be utilized as a dressing and staging area for the kayak rentals and Zipline. The kayaks and tubes would be stored near the dock or in the storage shed and not around the ticket booth or in the parking lot. Patrons would use the kayaks and tubes without a guide to go down the River and be picked up at the public boat launch on Indian Trail Dr. in the Town of Delton. The applicant has stated they have an agreement with the Town of Delton for this use.

The applicant would also like a permit to construct a Zip line that would run from the river's edge behind the ticket booth, over the bay of the Wisconsin River to a landing near Mexicali Rose. The take off tower for the Zipline would be 40'x44'x60'(h). The applicant has supplied a letter from the DNR that states they have not authority to regulate this use, but have concerns about the safety of this use over the Wisconsin River and the effect this use would have on the natural beauty of the river. The safety concern pointed out in the DNR letter seems relevant. Any incident on the Zipline that would result in someone falling to the ground would be complicated if that person were to end up in the River. A water rescue could be more dangerous for the Zipline rider and for Emergency responders. As for the aesthetic concerns, given the amount of development around the bay, it would seem the larger aesthetic concern would be with the visibility of the Zipline from the more natural part of the River south of the power lines. The Site plan provided indicates the 60' tall Zipline take off tower will be located just north of the power lines. This office has not been able to actually measure the power poles on the Rivers edge, but the poles that come out into the parking lot towards the Parkway appear to be about 40 ft tall.

The applicant has submitted use and site plan applications for their entire operation. It would seem there is enough information for the committee to make a decision on both the use and site plans for most of these requests at this time. However, if the Planning Committee chooses to approve the Zipline use at this time, it may be prudent for them to again review the Site plan for the Zipline after it has been more fully engineered and designed. If so, the committee should provide some specific feedback to the applicant as to what would be an acceptable site plan. It would seem one of the concerns would be the effect the Zipline towers would have on views from the River south of the dam.

The applicant would sell limited items such as bug spray and suntan lotion from the ticket booth. It is assumed they applicant may at some time want to sell merchandise with the business name on it. However, the

applicant has stated that the ticket booth will not be used for any other retail sales. The applicant would like to install vending machines to sell water, soda, and pre-packaged snack foods.

The applicant intends to utilize the existing billboard signs just south of the storage shed. They also intend to install a new business sign on or near the container. If there is a desire to limit additional signage associated with the container, that should be clarified at this time.

Patrons would have access to utilize two (2) sets of public restrooms available in the Dockside Restaurant and in the Mexicali courtyard, which are located approximately 700 & 900 ft from the ticket booth and 250 & 500 ft from the boat dock respectively. Restroom facilities generally should be within 500 ft. As a seasonal business out of a somewhat temporary accessory structure it may be acceptable for the restrooms to be further away. There is the option to allow a portable restroom in the area, out of site from the public ROW. The applicant may like to place a portable restroom in the wooded area between the container and the Zipline take-off tower. The City has historically been against any seasonal use of portable restrooms.

The Zoning code does have standards that do not allow storage containers to be placed in a parking lot. The code defines storage containers as being *an enclosed metal container exceeding 90 cubic feet typically used to temporarily store merchandise*, rather than the occupied use being proposed.

As the applicant will be leasing space in a large unused parking lot, there are ample parking spaces available.

It is not uncommon for temporary type uses such as this to be approved for one-year. The applicant has stated that the container is a way to get their business off the ground, and they intend to invest in a more permanent structure in the future. Another option would be to approve the container for 3 years, and have the applicant come back at that time with a new plan for a more permanent development.

The **Design Review Committee** reviewed and approved the renderings of the Shipping Container and shed at their 08/09/17 meeting.

The applicant intends to bring additional photos and information to the meeting.

Due to the number of items being considered, the applicant has requested that each of the following items be identified separately:

1. Walk-up ticket sales from Mexicali booth
2. Boat dock
3. Garden shed (garage non-residential)
4. Container with walk-up ticket sales (not a permanent structure with washroom)
5. Zipline (outdoor recreation).

Any approval of these uses should carry the following contingency:

1. The applicant registers for sales tax in the City of Wisconsin Dells.
2. The applicant verifies the property taxes paid on all their structures.
3. The applicant does not expand the retail sales from the ticket booth.
4. The applicant obtains and remain current will any current or future DNR approvals.
5. The applicant obtains and remain current with any other required approvals and/or regulations.
6. Any new signage is approved by the DRC in their sole judgement.
7. The applicants cooperate with the City to address any concerns that may arise.

Optional: *Approval for the temporary structures is for ~~1~~³ years

The Zip Line tower is not visible from the south

Prepared by: Chris Tollaksen

CONDITIONAL USE APPLICATION

Wisconsin Dells, Wisconsin

Version: May 21, 2007

General instructions. Complete this application as it applies to your project and submit one copy to the zoning administrator along with the required application fee. Before you formally submit your application and fee, you may submit one copy to the zoning administrator who will ensure it is complete. If you have any questions, don't hesitate to contact the zoning administrator at 608-253-2542. You may obtain a digital copy of this file from the zoning administrator.

- Office Use Only -

| | |
|-------------------------|-----------------|
| Initial application fee | <u>\$525.00</u> |
| Receipt number | <u>61016</u> |
| Application number | <u>18-2012</u> |

1. Applicant information

Applicant name Jeffrey Beard and American Zipline Consultants, Greg Slayton
 Street address 1056 Tinkham Tr
 City Baraboo
 State and zip code WI 53940
 Daytime telephone number 608-393-2526
 Fax number, if any _____
 E-mail, if any jjakeb@hotmail.com + gregwiswoods@hotmail.com

2. Subject property information

| | |
|----------------------------------|---|
| Street address | <u>Adjacent to 2370 Wis Dells Parkway + 190 State Hwy 13</u> |
| Parcel number | <u>291-0101-0000/291-0103-0000</u> <small>Note: the parcel number can be found on the tax bill for the property or may be obtained from the City.</small> |
| Current zoning classification(s) | <u>A Commercial</u> |
| Describe the current use | <u>Parking and existing boat ramp. Sign structures are in place</u> |

3. Proposed use. Describe the proposed use.

Operate a Kayak and tube rental ticket sales and a retail ticket sales and staging/dressing area for a zipline business. In addition install necessary towers to provide a zipline over the Lower Dells bay. Also install a dock by existing boat ramp to launch kayaks and park our patrol boat. Limited retail items associated with both businesses would be sold as well. SEE ATTACHED DETAILS

4. Operating conditions. For non-residential uses, describe anticipated operating conditions (hours of operation, conditions that may affect surrounding properties, etc.)

8:00 AM - 7:00 PM Kayaks
8:00 AM - 9:00 PM Zipline

No conditions that will affect surrounding properties

CONDITIONAL USE APPLICATION

Wisconsin Dells, Wisconsin

Version: May 21, 2007

5. **Off-site effects.** Describe any potential nuisances and mitigating circumstances relating to street access, traffic visibility, parking, loading, exterior storage, exterior lighting, vibration, noise, air pollution, odor, electromagnetic radiation, glare and heat, fire and explosion, toxic or noxious materials, waste materials, drainage, and hazardous materials.

No additional entrances from Hwy 12 are required
Office / ticket booth and staging area will be back further

6. **Review criteria.** The plan commission in making its recommendation and the common council in making its decision must consider the factors listed below. Provide a response to each. (See Section 19.373 of the Municipal Code.)

- a. Consistency of the proposed use with the city's comprehensive plan and neighborhood plan or other subarea plan, if any

b. Effects of the proposed use on traffic safety and efficiency and pedestrian circulation, both on-site and off-site

c. The suitability of the subject property for the proposed use

d. Effects of the proposed use on the natural environment

e. Effects of the proposed use on surrounding properties, including operational considerations relating to hours of operation and creation of potential nuisances

f. Effects of the proposed use on the normal and orderly development and improvement of the surrounding property for uses permitted in the district

g. Effects of the proposed use on the city's financial ability to provide public services

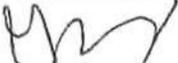
CONDITIONAL USE APPLICATION
Wisconsin Dells, Wisconsin
Version: May 21, 2007

| | |
|--|--|
| | |
|--|--|

7. **Project map.** Attach a scaled map showing the information as listed at the end of this application. Use one of the following page sizes as appropriate: 8½" x 11", 11" x 17", or 24" x 36".

8. Applicant certification

- ◆ I certify that the application is true as of the date it was submitted to the City for review.
- ◆ I understand that I may be charged additional fees (above and beyond the initial application fee) consistent with the agreement below.

| | |
|---|---------|
|  | 7/29/17 |
|---|---------|

Applicant Signature

Date

| | |
|------------------------------|---|
| Governing Regulations | The procedures and standards governing this application process are found in Chapter 19, Article 4, Division 6, of the City's Municipal Code. |
|------------------------------|---|

Reimbursement Agreement for Application Review Costs

A. Payment for Eligible Costs.

By submitting this application for review, the applicant agrees to pay all administrative costs incurred by the City in the processing, study, and review of the application including costs for planning, legal, engineering, and related services, referred to herein as eligible costs.

B. Guarantee of Payment.

To guarantee reimbursement, the applicant shall submit one of the following along with this application:

1. an irrevocable letter of credit in the name of the City in an amount as set by the zoning administrator; or
2. a cash deposit in an amount as set by the zoning administrator.

If a cash deposit is used to guarantee reimbursement, the City will periodically deduct from the cash account such amounts necessary to pay for eligible costs and submit a written statement to the applicant. If a letter of credit is used, the applicant agrees to pay such amounts as invoiced within 7 days of the invoice date. An interest rate of 1½ percent shall be charged on invoices not paid within 30 days of the invoice date. The City shall access the letter of credit to pay for overdue invoices, including late penalty charges, and submit a written notice to the applicant.

If remaining monies in the cash account are insufficient to pay for current and reasonably anticipated eligible costs, the applicant agrees to deposit additional monies into the cash account in an amount as set by the zoning administrator. If the principal amount of the irrevocable letter of credit is insufficient to pay for current and reasonably anticipated eligible costs, the applicant agrees to submit a second letter of credit in an amount as set by the zoning administrator. The applicant may withdraw this application prior to final action by the City Council by submitting a written letter to the City. Upon such notice, the City shall cease all work related to the review of the application. However, withdrawal of this application does not terminate this reimbursement agreement.

If the applicant does not pay for eligible costs, the City Clerk/Treasurer shall add the outstanding balance to the tax roll as a special assessment against the subject property. In addition, the City may pursue other legal means to obtain the outstanding balance as allowed by law.

C. Termination of Guarantee.

If a cash deposit is used to guarantee reimbursement, the City agrees to reimburse the applicant any unused monies in the cash account, including earned interest, within 60 days of the date when the City Council takes final action on the application. If a letter of credit is used, the City shall send a written letter to the applicant releasing the applicant from the letter of credit when all outstanding invoices have been paid.

| | |
|---|---------|
|  | 7/29/17 |
|---|---------|

Applicant Signature

Date

Proposed Use Description;

We are currently leasing an existing sales booth from Helland Food Group LLC located at 190 STH 13, Wis. Dells, WI. For kayak rentals on the Lower Dells. In conjunction with this business we are also lease parking, boat ramp usage and areas for kayak storage from Riverview Boat Co. Over the next few months we plan to build a zipline attraction on lands owned by River Boat Co. We are asking for conditional use approval on the items listed below and would like each to be considered individually by the appropriate boards required for approval.

1. We request to sell our attraction tickets from the existing sales booth from located at 190 STH 13 from the walk-up windows verses selling inside the booth.
2. We request to install a boat dock adjacent to the existing boat ramp. We currently beach our patrol/rescue boat in the sand next to the boat launch. We have completed the DNR Pier Planner paperwork and qualify to install dock with the city's approval.
3. We request to place an 8' x 20' garden shed to be used for various storage items in conjunction with the current kayak business and future zipline business if approved by the city.
4. We request to place an 8' x 40' office pod (shipping container) to be used for dressing /staging and walk-up window ticket sales.
5. We request to construct a 40' x 44' x 60' (H) zipline take-off tower and a 30' x 44' zipline landing deck.

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



July 14, 2017

Mr. Jake Beard
Mr. Greg Slayton
PO Box 1
Lake Delton, WI 53940

Subject: Zip Line across the Wisconsin River

Dear Mr. Beard and Mr. Slayton:

I am writing per your request from our phone conversation yesterday afternoon. It was my pleasure speaking with you, as we discussed your proposed zip-line activity over the Wisconsin River on property owned by Riverview Boat Company. I have seen the map of your proposed project.

To reiterate our conversation, the Wisconsin Department of Natural Resources (Department) does not require a permit for the activity we understand you are proposing. However, the Department would like to express concerns that relate to the public interest and safety for this project. Safety concerns are high in the area near the Kilbourn Dam. Water currents in this area are swift with hydraulics that pull people to the bottom, even wearing life jackets. Water rescues in this area are very risky and dangerous with this type of water action. We understand that you will be using techniques to address safety concerns, however we also understand there may be incidents that threaten public safety.

The Wisconsin Public Trust Doctrine requires the state to intervene to protect public rights in commercial or recreational use of navigable waters. The public interest includes the protection of public rights to water quality and quantity, recreational activities and scenic beauty or aesthetics. The Department charged with this responsibility can do so by permits, court action and authorizing zoning ordinances. Your proposed activity will involve wires and landings on the banks and over the Wisconsin River. The Wisconsin River has attracted visitors to this area to appreciate the Dells which are naturally occurring in the river. While land use planning and aesthetic values can be balanced, natural scenic beauty and aesthetics have been consistently considered the most important value to the public. While we recognize the dam and commercial buildings exist in the area of this proposed project, we also need to consider the cumulative impacts of such activities as this will continue to erode the Dells natural aesthetics.

Thank you for the opportunity to comment on your proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'JD Smith'.

JD Smith
Acting Secretary's Director- South Central Wisconsin

Cc: City of Wisconsin Dells

Revised
June 30, 2017

**Real Estate License Agreement
(Town of Delton - Wisconsin River Kayak Rentals)**

This Real Estate License Agreement is by and between the Town of Delton, a Wisconsin Municipal Corporation (hereinafter Delton) and Greg Slayton and Jake Beard doing business as Wisconsin River Kayak Rentals (hereinafter Slayton/Beard).

RECITALS

- A. Delton owns the following described real estate in the Town of Delton, Sauk County, Wisconsin: Tax Parcel Number 008-0732-00000, the subject premises.
- B. The subject premises is the location of a Town facility known as Indian Trails Boat Landing.
- C. Slayton/Beard will operate a commercial kayak rental business on the lower dells of the Wisconsin River.
- D. Slayton/Beard will use the Town's boat landing as the downstream landing and termination point as follows: approximately 20 kayaks sporadically each day; 3 pick-ups daily (average 2-6 kayaks) with one vehicle and trailer between the hours of 11:00 a.m. and 7:00 p.m.
- E. The Town has agreed to the temporary use of the public Indian Trails Boat Landing for private commercial purposes subject to the provisions of this agreement.

AGREEMENT

- 1. Grant of License. Town grants Slayton/Beard a non-exclusive revocable license to use the Indian Trails Boat Landing in connection with their kayak rental business.
- 2. Term. The term of this agreement shall be July 1, 2017 through October 31, 2017 except that the Town may terminate this agreement at any time for any reason in its sole discretion that the public interest requires termination.

3. Permitted Use.
 - a. Slayton/Beard may use the property as provided in Recital D above for the purposes of landing kayaks and kayakers and loading equipment and persons for transport. The boat ramp on the premises shall not be used in connection with the business operation.
 - b. Except in an emergency, Slayton/Beard may not use or occupy other property in Delton in connection with their business.
4. No Town Liability.
 - a. Town shall have no responsibility or liability for the care, maintenance and/or repair of the subject premises for use in connection with the Slayton/Beard business activity.
 - b. Slayton/Beard shall be responsible for all costs and expenses associated with their non-exclusive use of the subject premises including, without limitation, disposal and removal of all waste, trash and refuse associated with their business. Slayton/Beard shall not install or maintain any permanent or temporary equipment, fixtures or other appurtenances on the subject premises.
 - c. Slayton/Beard and their customers will use and occupy the subject premises in their "as-is, where-is" condition. Delton makes no express or implied representations or warranties regarding the condition of the property or its suitability for its use by Slayton/Beard.
5. No Vested Rights. This is a non-exclusive use granted by the Town and does not create or confer upon Slayton/Beard any vested property rights.
6. No Assignment. This agreement may not be assigned or transferred without the Town's consent.

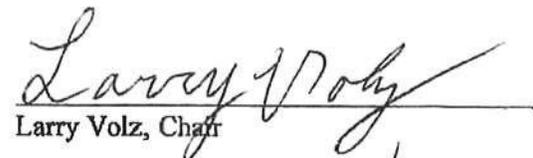
7. Insurance.
- a. Slayton/Beard will carry, at their own cost and expense, the following insurance: (i) worker's compensation insurance as required by law; (ii) commercial general liability (CGL) insurance with respect to their activities on the Property, such insurance to afford protection of up to One Million Dollars (\$1,000,000.00), per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage.
 - b. Slayton/Beard's CGL insurance shall be issued by an insurer authorized to issue CGL insurance policies in the State of Wisconsin and shall contain a provision including Delton as an additional insured.
 - c. Slayton/Beard shall file with Delton a Certificate of Insurance signed by the insurer's representative evidencing the required coverage. The evidence shall include an additional insured endorsement.
8. Indemnification. Except for the negligent acts or willful misconduct of Delton's agents or employees, Slayton/Beard agree to indemnify, defend, and hold harmless Delton and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by Delton or for which Delton may be held liable, which arise from the negligence, willful misconduct, or other fault of Slayton/Beard or its employees, agents, or subcontractors in the performance of this Agreement.
9. Administrative Expenses. Slayton/Beard shall pay Delton's reasonable administrative and legal fees and expenses related to this agreement in the amount of \$500.00 to be paid within 30 days of the complete execution of this agreement.
10. No Relationship. The parties do not intend that any agency or partnership relationship be created between them by this agreement and neither party is nor will either party purport to be an agent of the other party.
11. Modification. This agreement may be modified or amended only in writing executed by both of the parties.

Revised
June 30, 2017

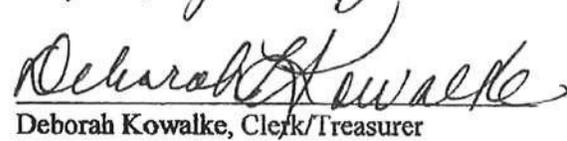
12. No Waiver. No waiver or release of any provision of this agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose unless in writing and duly executed by the party against whom the same is asserted.

Town of Delton

Dated: 07-07-17

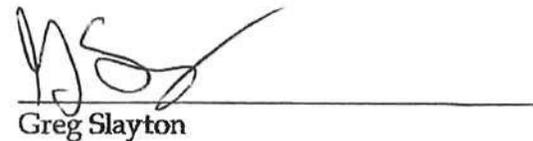

Larry Volz, Chair

Dated: 07-07-17


Deborah Kowalke, Clerk/Treasurer

Wisconsin River Kayak Rentals

Dated: 7/13/17


Greg Slayton

Dated: 7/13/17


Jake Beard



RENTALS
START
HERE

WIS RIVER

KAYAK

RENTALS

OPEN

OPEN

Existing Ticket Booth

RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the CITY PLAN COMMISSION from their August 14, 2017 meeting;

IT APPROVES the Site Plan application submitted by Wisconsin River Kayak & Tube Rentals (Jeff Beard) and American Zipline Consultants (Greg Slayton) in order to install the following at 190 State Hwy 13 and 2320 Wisconsin Dells Parkway:

- boat dock
- non-permanent structure (shipping container)
- non-residential garage (storage shed)
- ~~outdoor recreation (zipline)~~ *tabled*

With the contingencies in the staff report. The permit for the shipping container is valid for 1 year (2018 season).

Brian L. Landers, Mayor

Nancy R. Holzem, City Clerk

Vote: ___ ayes; ___ nays ___ abstention

Date Introduced: August 21, 2017

Date Passed:

Date Published:

SITE PLAN APPLICATION

Wisconsin Dells, Wisconsin

Version: February 27, 2008

General instructions. Complete this application as it applies to your project and submit one copy to the zoning administrator along with the required application fee. Before you formally submit your application and fee, you may submit one copy to the zoning administrator who will ensure it is complete. If you have any questions, don't hesitate to contact the zoning administrator at 608-253-2542. You may obtain a digital copy of this form from the zoning administrator.

- Office Use Only -

| | |
|-------------------------|--|
| Initial application fee | |
| Receipt number | |
| Application number | |

1. Applicant information

Applicant name Wis River Kayak and Tube Rentals, Jeffrey Beard and American Zipline Consultants, Greg Slayton

Street address 190 State Highway 13

City Wisconsin Dells

State and zip code WI, 53965

Daytime telephone number 608-393-2526

Fax number, if any _____

E-mail, if any jjakeb@hotmail.com
gregwiswoods@hotmail.com

2. Subject property information

| | | |
|----------------------------------|---|---|
| Street address | <u>Adjacent to 2370 Wis Dells Parkway + 190 STH 13</u> | |
| Parcel number | <u>291-0103-0000 291-0101-00000</u> | Note: the parcel number can be found on the tax bill for the property or may be obtained from the City. |
| Current zoning classification(s) | <u>A. Commercial</u> | |
| Describe the current use | <u>Parking and existing boat launch. Sign structures are in place</u> | |

3. Proposed use. Describe the proposed use.

Requesting approval for a 8'x40' office pod unit. CONTAINER UNIT w/ window shades
Take off tower for zipline 40'x44'x60'(H)
Landing deck for zipline 30'x44' above flood plane and inside ordinary high water mark
Boat dock by existing boat ramp for launching kayaks and docking our patrol boat
INSTALL 8'x20' GARDEN SHOP
Window shades from existing ticket booth

4. Operating conditions. For non-residential uses, describe anticipated operating conditions (hours of operation, conditions that may affect surrounding properties, etc.)

8:00am-7:00pm Kayaks
8:00am-10:00pm Zipline
No conditions

5. Potential nuisances. Describe any potential nuisances relating to street access, traffic visibility, parking, loading, exterior storage, exterior lighting, vibration, noise, air pollution, odor, electromagnetic radiation, glare and heat, fire and explosion, toxic or noxious materials, waste materials, drainage and hazardous materials



Kilbourn
Flowage 7746

Wisconsin River

A=Landing Deck
B=Take-Off Tower
C=Garden Shed
D=Container Unit
E=Boat Dock
F=Existing Ticket Booth

Boat Dock









8' x 20' Garden Shed
Kayak & Zipline storage item

ORDINANCE NO. A-814
(Snow Removal Updates)

ITEM 17
Second Reading

The City of Wisconsin Dells, Columbia, Sauk, Juneau and Adams Counties, Wisconsin, does hereby ordain as follows:

SECTION I: PURPOSE

The purpose of this ordinance is to update the locations where snow and ice are being removed from the streets, ordered by the Department of Public Works and the Common Council.

SECTION II: PROVISIONS AMENDED

Wisconsin Dells Code sec 5.04(2)(b) and 5.04(3)(a) is amended.

SECTION III: PROVISIONS AS AMENDED

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

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

- xii. Minnesota from Oak Street to Veterans Drive;
- xiii. Veterans Drive from Minnesota south to the driveway at south side of Post Office.

xiv. Washington Avenue from La Crosse Street to Oak Street

(3) Cost of Snow and Ice Removal.

(a) Determination of Costs. The costs of snow and/or ice removal from any street shall be determined ~~on an "actual cost" basis (actual costs to be determined by the Public Works Committee prior to assessments.)~~ ***by the Wisconsin DOT Classified Equipment Rates & Non-Standard Rates adopted in the city's Schedule of Fees.*** Each property owner having snow and ice removed from the street adjacent to his property, whether by petition or otherwise, shall be assessed for the cost of such snow and ice removal from the frontage of his or her property on the city street in which the snow and ice is removed. Cost of snow and/or ice removal from street intersections shall be borne by the City.

(b) Payment. Such cost of snow and/or ice removal shall be charged to the respective property owners and shall be paid on or before the first day of August of each year; if not paid it shall be assessed and levied against the property on the street or streets from which such snow and ice is removed in the same manner and with the same effect as other City taxes.

SECTION IV: VALIDITY

Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION V: CONFLICTING PROVISIONS REPEALED

All ordinances in conflict with any provisions of this ordinance are hereby repealed.

SECTION VI: EFFECTIVE DATE

This ordinance shall be in force from and after its introduction and publication and as provided by statute.

SECTION VII:

This ordinance becomes a part of Wisconsin Dells Code, Chapter 5.

Brian L. Landers, Mayor

Nancy R. Holzem, City Clerk