

~ CITY OF WISCONSIN DELLS ~
2017 SCHEDULE OF FEES

ITEM 4

Type	Current FEE		Code Section	Year Revised
Adult Oriented Establishment	1000.00	Annually	16.18(5)(a)	2002
Alarm Monitor at Police Dept	125.00	Annually	9.05(7)	2010
Annexation Review Fee	100.00			2016
Awning & Canopies Inspections	60.00	Every 2 years	22.26(6)	2010
Bicycle License	Free	For life of bike	23.04	2005
Board of Appeals	300.00	Plus Public Hearing Fee	19.221	2010
Boat Dock Rental Fee	401.70	Annually-primary city residents	3% increase even years	2016
(plus tax)	578.50	Annually-school district residents	3% even years	2016
	950.30	Annually-all others	3% even years	2016
Boat Launch Fee (Daily)	8.00		8.03(4)(a)	2010
Boat Launch Fee (Annual)	50.00			2010
Building Inspection Fees (Commercial)	75.00	Roof Re-Shingle Electric Service Upgrade Required by code violations	13.01(3)	2010
Building Inspection Fees (Residential)	50.00	Roof Re-Shingle Electric Service Upgrade Required by code violations		2010
Building Permits (Residential)	45.00	First \$1000 of cost or less; \$20 each add'l \$1000	13.01(3)	2008
	2500.00	Maximum fee		2008
Building Permits (Commercial)	45.00	First \$1000 of cost or less	13.01(3)	2008
	25.00	Each add'l \$1000 to \$500,000		2008
	50.00	Each add'l \$100,000 thereafter		2009
	25,000	Maximum fee		2009
Building Permits (REU fee)	1920.00	Per REU		2014
Building Footings & Foundation Fee (Commercial)	125.00			2008
Busking Permit	50.00	Per performer/per season	16.10	2014
Cemetery:				
Lot	600.00	Per lot		2017
Grave Opening	400.00	Monday-Friday		2008
Cremation Opening	250.00	Monday-Friday		2017
Columbarium Single Unit	800.00	Units include name/date plate and opening & closing costs.		2016
Columbarium Double Unit	1300.00			2016
After hours/weekend add'l fee	75.00	Per hour		2015
Deed Transfer	20.00	Per Transfer		2016
Certified Survey Map Fee	130.00	Per Certified Survey Map		2016

Cigarette License	100.00	Annually (highest fee allowed)	16.15(2)	2002
Circus, Carnival, Theatrical Permit	100.00	Per day or \$1500 per month	16.07(3)	2010
Community Center Room Rental:				
City non-profit organizations	25.00	Each additional hour: \$5.00		2010
All other groups	50.00	Each additional hour: \$15.00		2010
Use of kitchen (additional)	25.00	Per hour (max \$100)		1999
Closet/Storage Rental	25.00	Per month		2010
Compliance Certificate	40.00		by Res.	2010
Conditional Use Permit	300.00	Plus Public Hearing Fee	19.3740	2010
Copy Fees:				
Regular	.25	Per page, plus postage if mailed		2002
Large Scale	20.00	Per page, plus postage if mailed		2012
CD copies	10.00	Plus postage if mailed		2009
Consent & Indemnification Agrmt	\$150-\$500	Up to \$500 per Agreement		2017
Dells River Arts District Trademark Use Agreement	\$75.00			2017
Demolition Permit	150.00		13.05(7)(f)	2010
Dog & Cat Licenses:				
Spayed or neutered	10.00	Annually	25.13(2)(a)	2014
Not spayed or neutered	15.00	Annually	25.13(2)(b)	2014
Driveway Permit	75.00		6.02	2009
False Alarm Fee-Fire	150.00	For 3 rd and subsequent false calls	9.05(7)	2010
False Alarm Fee-Police	25.00	For 3 rd and subsequent false calls	9.05(7)	2010
Fax	1.00	Per page		2013
Finger Printing	20.00			2011
Fire Inspections	60.00	Per non-compliance f/u inspect.	9.02(9)(c)	2010
Fireworks Display Permit	125.00	Per Display Event	9.11	2013
Firework Sales	275.00	+ \$60 for add'l sites Annually	16.20(4)(b)	2007
Furniture, Fixtures & Equip. (FF&E)	10% of cost	Annually		2017
Garbage Collection-Tax Exempt:				
Single Family Res Family	275.00	Annually	12.01(11)(a)	2014
Churches	275.00	Annually		2014
Fraternal Organizations	275.00	Annually		2014
Federal Post Office	600.00	Annually		2014
Schools with 100 or less	750.00	Annually		2014
Schools with more than 100	2400.00	Annually		2014
Wastewater Treatment Plant	4800.00	Annually		2014
Garbage Collection-Apartments:				
Base Charge (First 2 units)	275.00	Annually		2014

1-10 units	150.00	Annually		2014
11-20 units	125.00	Annually		2014
21+ units	100.00	Annually		2014
Horse Drawn Vehicles	500.00	Annually	16.015(3)	2000
Horse Drawn Drivers	30.00	Annually	16.015(4)(a)	2011
Horse Stable Inspection	125.00		16.01(3)(c)	2010
Junk Dealer License	1000.00	Annually	16.11(5)	2000
Kennel License	50.00	Annually	25.13(2)(f)	2000
Lawn Mowing	105.00	Per hour (1 hr min. charge)	13	2017
Liquor Licenses:				
Class "A" Beer (off-premise)	100.00	Annually plus publication fee	16.12	State Stat.
Class "B" Beer (on/off-premise)	100.00	Annually plus publication fee	16.12	State Stat.
"Class A" Liquor (off-premise)	500.00	Annually plus publication fee	16.12	State Stat.
"Class B" Liquor (on-premise)	500.00	Annually plus publication fee	16.12	State Stat.
"Class B" Quota Plus	10,0000	Initial Fee plus publication fee	16.12	State Stat.
"Class B" Quota Plus renewal	500.00	Annually plus publication fee	16.12	State Stat.
"Class C Wine (on-premise)	100.00	Annually plus publication fee	16.12	State Stat.
Temporary Beer/Wine (bona fide clubs only)	10.00	Per event	16.12	State Stat.
Wholesaler Beer License	25.00	Annual Fee plus publication fee	16.12	State Stat.
Premises Transfer	10.00			State Stat.
Renewal Filing Late Fee	50.00			2014
Livestock/Poultry	3.00	Per animal	16.02(3)	2008
Lodging Facility License:				
Each for first 15 sleeping Units	50.00	Annually	16.06	2010
Each add'l unit same location	25.00	Annually	16.06	2008
Mobile Home Park (First 25 units)	350.00	Annually	16.03(6)(b)(4)	2010
Additional Units	25.00	Annually		2010
Moving Permit	500.00	Per structure	13.06(4)	2010
Multi-Family Residential Dev.	550.00	Plus Public Hearing Fee		2010
NSF Return Check Fee	35.00			2017
Paper Service	50.00			2010
Park Picnic Shelter Rental:				
School Groups	35.00			2016
Residents within School Dist.	60.00			2016
All others	250.00			2013
Peddlers & Transient Merchants	175.00		16.09(4)(l)	2014

Planned District Development:				
Review Fee Small Residential	1700.00		19.431	2008
Review Fee Large Residential	5500.00			2008
Review Fee Commercial	8000.00			2008
Review Fee Mixed Use	%	Comb. of cost above prorated %		2008
Amendments	2500.00	Up to \$2500		
Green Space Fee Res. Small	30.00	Per unit		2008
Green Space Fee Res. Large	55.00	Per unit		2008
Green Space Fee Comm. Small	2600.00	Less than 100,000 sq ft		2008
Green Space Fee Comm. Large	5500.00	More than 100,000 sq ft		2008
Green Space Fee Mixed Use	%	Comb. of cost above prorated %		
Plumbing Permit	1.00	Per fixture (\$35 minimum)	15.07	2000
Pole Attachment Fee	2000.00	Per pole		New
Pre-installation Review Fee	500.00	Per pole. Extra if extensive 3 rd party review needed. Max 2500		
Police Department Charges:				
Traffic Control w/CSO	25.00	Per officer/per hour		2017
Traffic Control w/LTE	35.00	Per officer/per hour		2017
Traffic Control w/Officer	70.00	Per officer/per hour		2014
Traffic Control w/squad	30.00	Add'l charge per hour, per squad		2014
Discovery Costs				
Regular	.20-.35	.20 ea per page single sided, .35 ea double sided per page, plus postage if mailed		
CD/DVD copies	5.00	Plus postage if mailed		
Photo Reprints	.50	Per print, 5"x7" or less (if available) plus postage if mailed		
VCR Tapes	5.00	Plus postage if mailed		
Open Records Fees:				
Regular	.25	Per page plus postage if mailed		
Electronic Copies	.10	Per page		
CD/DVD copies	10.00	Plus postage if mailed		
Photo Reprints	.50	Per print (if available) plus postage if mailed		
Cost of Locating	Actual Co	Applies if over \$50.00		
Pool Rates:				
Res. Individual w/lessons	68.00			2017
Res. Family w/lessons	115.00			2017
Res. Individual w/o lessons	52.00			2017
Res. Family w/o lessons	93.00			2017
Res. Daily Swim Pass	5.00			2009
Res. Child Swim Lesson	35.00	Per session		2017
Non-Res. Individual w/lessons	83.00			2017
Non-Res. Family w/lessons	147.00			2017
Non-Res. Individ. w/o lessons	68.00			2017
Non-Res. Family w/o lessons	115.00			2017
Non-Res. Daily Pass	6.50			2009
Non-Res. Swim Lessons	45.00	Per session		2017
Group Swim Rate (20 or more)	4.00			2009
Seniors	Free			

Prelim Breath Test PBT (Police)	10.00	Per service		2013
Privilege Agreement	Up to \$5,000	Up to \$5,000 maximum/annually		2014
Public Hearing Fee	225.00			2007
Public Works & Utilities Equipment Fees for Invoicing	*	*Adopts Wis DOT Classified Equipment Rates & Non-Standard Rates		2017
Rezoning Request	300.00	Plus Public Hearing Fee		2010
Room Tax Permit	275.00	Each site	4.10(4)	2010
Saddle Horses (Riding Stable)	200.00	Annually	16.01(2)	2009
Per horse	25.00	Annually		2009
Sidewalk Use Fee	2.50-5.00 sf	Fee depends on location		2014
Sign Permit Fee:			22.03	
Blade Signs	15.00	Per sign face		2011
Directional Signs	50.00	Per sign face		2011
Signs in Industrial Park	50.00	Per sign face		2011
Legacy Sign Designation	125.00	Per sign face	22.09(4)	2017
All Other Signs	125.00	Per sign face		2010
Inspection Fee	15.00	Per sign face	22.08	2010
Site Plan Review	300.00	Plus Public Hearing Fee	19.391	2010
Snow Removal-Sidewalks	105.00	Per hour (1 hr min. charge)	5.04(4)(b)	2010
Special Assessment Letter	60.00	Per Parcel		2009
Special Events/Parade Permit	160.00		24.11	2010
Subdivision Fee (1-39 sites):				
Preliminary Plat	130.00	Double fee for 40+ sites	21.10(2)	2010
Improvement Review	65.00	Double fee for 40+ sites		2010
Inspection	65.00	Double fee for 40+ sites		2010
Final Plat	130.00	Double fee for 40+ sites		2010
Engineer Inspection	Cost	\$60 minimum		
Tavern Operator-Bartender License:				
Regular	60.00	2-year licensing period	16.12(5)(a)	2009
Provisional	10.00	Valid for 60 days	16.12(5)(b)	
Temporary	10.00	Per event, limit 2 per year	16.12(5)(c)	2008
Tax Bills for Mortgage Co.	2.00	Per parcel		2013
Taxicab Service License:	150.00	Annually	16.21(5)	2014
First Vehicle	50.00	Annually	16.21(5)	2011
Each Additional Vehicle	25.00	Annually	16.21(5)	2010
Taxicab Driver's License	30.00	Annually	16.21(5)	2011
Timeshare Unit Fee	1000.00	Per room annually		2007
Vacate of Public Way	300.00	Plus Public Hearing Fee	ss. 66.1003	2010

RIGHTS-OF-WAY AND POLE ATTACHMENT AGREEMENT

This Rights-of-Way and Pole Attachment Agreement ("Agreement") is entered into between the City of Wisconsin Dells, Wisconsin and Wisconsin Technology Networking, LLC ("WITN") and its successors and assigns.

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

~~WHEREAS, the City wishes to enable WITN to provide those services to benefit its residents;~~

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

NOW, THEREFORE, the parties agree as follows:

1. WITN's use of the Rights-of-Way will be to install, maintain, operate, repair, modify, replace, and/or remove from time to time certain communications facilities ("Facilities") which are used for the purpose of providing communications services. Facilities may include antennas, radios, wireless microwave and other backhaul equipment, fiber optic cables, conduit, ducts, control boxes, vaults, poles, cables, power sources, and/or other equipment, structures, appurtenances, and improvements.
2. WITN's use of the Rights-of-Way will be consistent with the City's rights-of-way management regulations and all applicable local, state and federal laws and regulations.
3. WITN shall pay a fee for pre-installation review and evaluation in the amount of \$500.00 for each City pole to which WITN attaches Facilities, which fee may be increased for installations requiring extensive third party review. The City shall not charge a review fee in excess of \$2,500.00 without first notifying WITN and obtaining WITN's written approval.
4. In addition, WITN shall pay to the City an annual fee in the amount of \$2,000.00 for each City pole to which WITN attaches Facilities and any associated fiber or other Facilities. WITN's obligation to pay this annual fee will commence on the first day of the month following the date of installation and the initial payment thereof will be made payable to the City within thirty (30) days after installation. Each subsequent payment will be made upon each anniversary of the installation date after receipt of an invoice therefor from the City, until such time that the applicable Facilities are removed in accordance with this Agreement or this Agreement is otherwise terminated as further provided herein. Annual fees shall be made payable in the form of a money transfer or check to the City. All annual fees paid prior to the expiration or earlier termination of this Agreement or removal of the applicable Facilities by WITN shall be retained by the City. Other than as required pursuant to Paragraph 6 hereof, WITN shall not be obligated to pay any other annual or recurring fees.
5. Should WITN seek to attach Facilities to a pole in the Rights-of-Way which is owned by a third party, WITN shall obtain all authorizations and approvals from such third party.
6. WITN will obtain any other permits and pay any other fees applicable to WITN's use of the Rights-of-Way only as required under the City's rights-of-way management regulations and/or any other applicable local, state or federal regulation, including, without limitation, those designed to protect structures in the Rights-of-Way, to ensure the proper restoration of the Rights-of-Way and any structures located therein, to provide for protection and the continuity of pedestrian and vehicular traffic, and otherwise to protect the safety of the public's utilization of the Rights-of-Way.

7. In accordance with the City's regulations, WITN will submit to the City design drawings and specifications of the Facilities and their proposed locations within the Rights-of-Way (whether installed subsurface and/or attached to poles or other structures owned by the City, WITN, or a third party).
8. WITN may remove one or more Facilities from time to time during the term, in which event WITN shall provide advance notice thereof to the City and WITN shall have no further obligations or liability (including for the payment of any applicable recurring fees) in connection therewith.
9. If WITN ceases use of a City pole on which it installed Facilities, it shall remove such Facilities at its own expense.
10. Facilities shall not physically interfere with or cause harmful interference to the City's existing radio facilities located on City poles. The City shall not physically interfere with or cause harmful interference to Facilities installed by WITN. WITN shall coordinate with the City on any maintenance of City poles so as not to obstruct or impede the City's performance of such maintenance. WITN shall provide the City with a telephone number that the City can contact to request WITN's coordination pursuant to this paragraph.
11. The term of this Agreement shall be for ten (10) years commencing on the date hereof, and shall automatically renew for four (4) additional five (5) year periods thereafter, unless WITN notifies the City of its intent not to renew at least ninety (90) days prior to the end of the then current term. Notwithstanding the foregoing, either party may terminate this Agreement in the event a party materially breaches a provision herein and the breach is not cured within sixty (60) days after receipt of written notice thereof from the non-breaching party. If the nature of the breach reasonably requires more than sixty (60) days to cure, the breaching party will not be in default hereunder if such party promptly commences such cure and is diligently pursuing the same.
12. Notwithstanding anything contained in this Agreement to the contrary, WITN shall not be required to obtain any permit, pay any fee or be subject to any requirement or condition that does not generally apply to all other occupants of the Rights-of-Way.
13. WITN shall indemnify, defend, and hold harmless, the City and its elected officials, employees, officers, and directors ("Indemnitees"), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death, and property damage, made upon or incurred by the City and arising out of a third-party claim to the extent that such third-party claim is caused by any negligent acts or omissions of WITN while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting or arising from the negligence of the City or an Indemnitee. The City shall give prompt written notice to WITN of any claim for which the City seeks indemnification. WITN shall have the right to investigate, defend, and compromise these claims with prompt notice to the City's attorney.
14. Neither party shall be liable for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption or loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.
15. WITN shall obtain and maintain in full force and effect for the duration of this Agreement Commercial General Liability insurance and Commercial Automobile Liability insurance covering WITN against any and all claims, injury or damage to persons or property, both real and personal, caused by the construction, erection, operation, or maintenance of the Facilities, in an amount not less than One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage, and in an amount not less than Two Million Dollars (\$2,000,000) annual aggregate for each personal injury liability; statutory workers'

compensation and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000). The insurance policies shall name the City, its officers, officials, employees, and elected representatives as additional insureds, with the exception of the workers' compensation policy. WITN shall furnish copies of the required certificate of insurance to the City. WITN will provide the City with thirty (30) days' prior written notice of cancellation.

16. WITN shall provide, and update, the name and contact information of a person or entity, located within 60 miles of the City responsible for emergency repair or maintenance of the Facilities. In the event of an emergency, WITN may contact: Sean Collins, Project Manager, Faith Technologies, Inc., at (913) 541-4789 (Office) or (913) 231-0841 (Mobile).
17. Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail in the continental United States, postage prepaid. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

If to City:

City of Wisconsin Dells
Address _____

Attn: _____

With a copy to:

City of Wisconsin Dells
Address _____

Attn: _____

If to WITN:

Wisconsin Technology Networking, LLC

660 Newport Center Drive, Suite 200
Newport Beach, CA 92660
Attn: Asset Management

With a copy to:

Wisconsin Technology Networking, LLC

660 Newport Center Drive, Suite 200
Newport Beach, CA 92660
Attn: Legal Department

18. WITN understands and acknowledges that the City may require WITN to remove or relocate its Facilities or any portion thereof from the Right-of-Way, and WITN shall, at the City's direction, remove or relocate the same at WITN's sole cost and expense, whenever the City reasonably determines, in its sole discretion, that the relocation or removal is required consistent with the public interest. In any such case, the City shall use reasonable efforts to afford WITN a reasonably equivalent alternate location acceptable to WITN, if available. WITN and the City shall cooperate to the extent possible to assure continuity of service during relocation of the Facilities. If WITN fails to remove or relocate the Facilities or portion thereof as requested by the City, within 120 days of WITN's receipt of the request, then the City shall be entitled to remove the Facility, WITN pole, or portion thereof at WITN's sole cost and expense, without further notice to WITN, and WITN shall, within 30 days following issuance of invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Facilities, or portion thereof.
19. The provisions of this Agreement shall be construed under, and in accordance with, the laws of the State of Wisconsin, without regard to its conflict-of-laws principles, and all obligations of the parties created hereunder shall be performed in the County in which the City is located. Therefore, in the event any court action is brought directly or indirectly by reason of this letter, the courts of such County shall have jurisdiction over the dispute and venue shall be in such County.
20. If any federal, state, or local laws or regulations (including, but not limited to, those issued by the Federal Communications Commission or its successor agency) and any binding judicial interpretations thereof (collectively, "Laws") that govern any aspect of the rights or obligations of

the parties under this Agreement shall change after the Effective Date and such change makes any aspect of such rights or obligations inconsistent with the then-effective Laws, then the parties agree to promptly amend this Agreement as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change.

21. If any law, ordinance, regulation, or court decision renders any provision of this Agreement invalid, the remaining provisions shall remain in full force and effect. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. This Agreement is the complete and exclusive statement of the parties' agreement with respect to the subject matter and supersedes all other oral and written agreements or communications between the parties prior to the execution of this Agreement relating to this subject matter. This Agreement will not be deemed to provide third parties with any remedy, claim, right of action or other right. This Agreement may be executed and delivered in multiple counterparts, each of which is an original.
22. This Agreement shall take effect on the date that is the later of the dates on which each of the parties have executed this Agreement ("Effective Date").

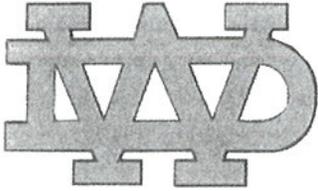
[Remainder of page intentionally left blank; signature page to follow.]

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

CITY OF WISCONSIN DELLS

WISCONSIN TECHNOLOGY NETWORKING, LLC

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

ITEM 6

May 16, 2017

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

Dear Ms. Terry:

The District is excited to construct a long needed concessions & outdoor restroom facility at the Wisconsin Dells High School that can be used by the community and visitors. This correspondence is in regards to the amount of the fee for the building permit for that project. The District is requesting that the City of Wisconsin Dells waive the fee or reduce the amount to the cost of the required MSA Professional Services, Inc., inspections.

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

Sincerely,

Scott Walsh
Buildings & Grounds Supervisor

PLAT OF SURVEY ITEM 7

GENERAL LOCATION
 BEING PART OF LOTS 3 THROUGH 8, BLOCK 30, PART OF VACATED ALLEY AND PART OF MICHIGAN STREET RIGHT OF WAY, KILBOURN CITY, LOCATED IN THE NE1/4 OF THE SE1/4, SECTION 3, T. 13 N. R. 6 E, CITY OF WISCONSIN DELLS, COLUMBIA COUNTY, WISCONSIN.

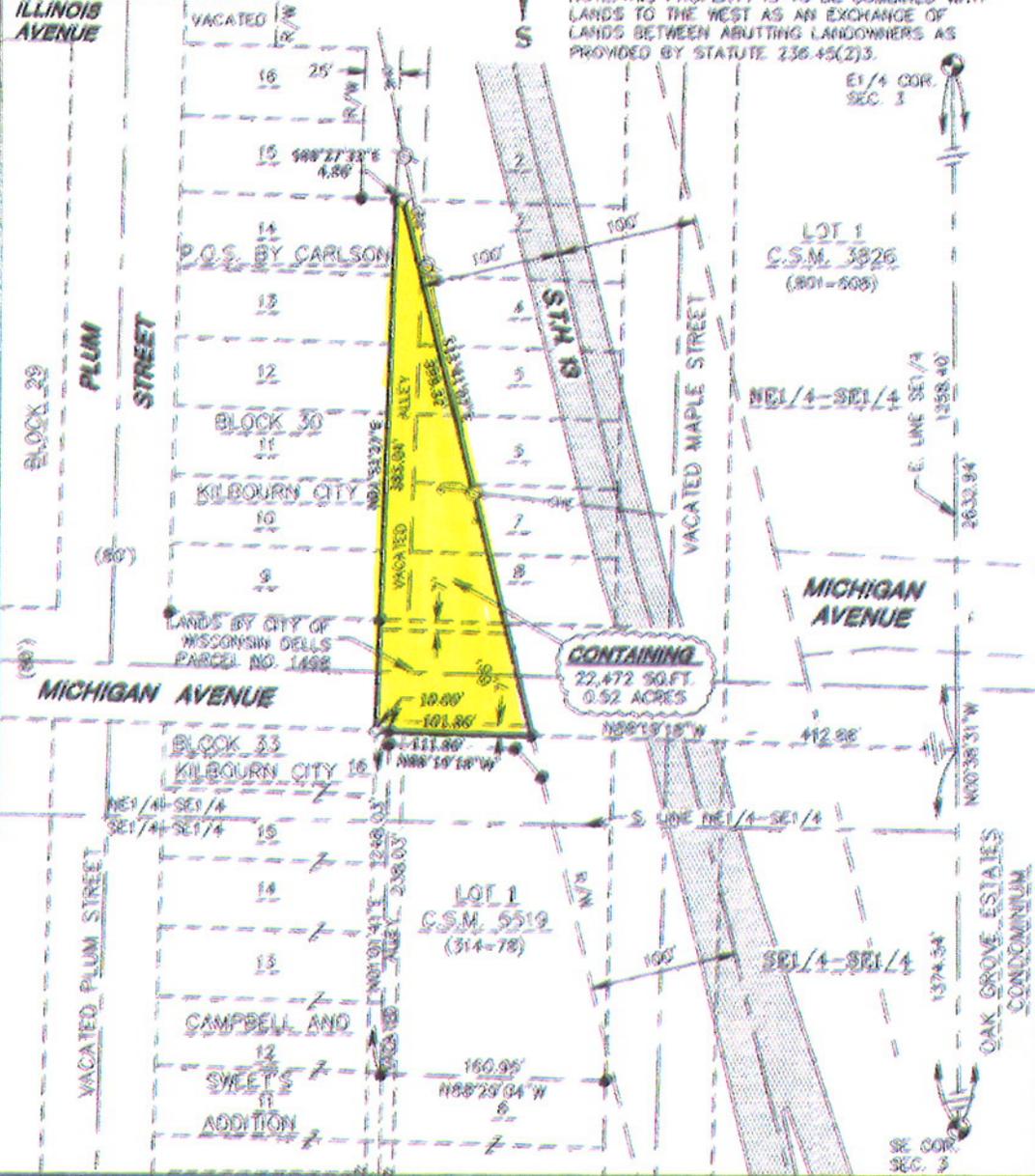
- LEGEND**
- 3/4" X 24" IRON ROD SET (WT. = 1.5 LBS. / LF.)
 - 3/4" IRON ROD PND.
 - 3 1/2" ALUM. MON. PND.
 - ⊕ POWER POLE
 - ONE-OVERHEAD UTILITY LINE
 - GUY WIRE
 - () PREVIOUSLY RECORDED INFO.



BASIS OF BEARINGS: IS THE EAST LINE OF THE SE1/4, SECTION 3 WHICH IS RECORDED TO BEAR N00°38'31"W PER C.S.M. 5519.

SCALE: 1" = 100'

NOTE: THIS PROPERTY IS TO BE COMBINED WITH LANDS TO THE WEST AS AN EXCHANGE OF LANDS BETWEEN ADJACENT LANDOWNERS AS PROVIDED BY STATUTE 236.45(2)3.



SEAL: WISCONSIN SURVEYOR
 SCOTT HEVART
 S-2229
 PORTAGE, WI
 3-30-15

OWNER/CLIENT: WISCONSIN DEPARTMENT OF TRANSPORTATION
 DTSP - SW REGION
 2101 WRIGHT STREET
 MADISON, WI 53704

As prepared by
GA GROTHMAN & ASSOCIATES S.C.
 LAND SURVEYORS
 625 EAST SUPER STREET, P.O. BOX 575 PORTAGE, WI 54901
 PHONE: PORTAGE (608) 742-1788 SAUNDERSVILLE (608) 464-8877
 FAX: (608) 742-1854 E-mail: survey@grothman.com
 (608) 682-2828 FAX: (608) 682-2828

G & A FILE NO. 1814-889
 DRAFTED BY: SHS
 CHECKED BY: TS
 PROJ. 110-11
 DWS. 1214559
 SHEET 1 OF 2

DRAFT
June 15, 2017
(Post Plan Commission)

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

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

RECITALS

City and Developer acknowledge the following:

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

DRAFT
June 15, 2017
(Post Plan Commission)

- F. The City desires to encourage economic development, to expand its tax base and to create new jobs within the City, the district and the property.
- G. The City finds that the development of Developer's property and the fulfillment of the terms and conditions of this Agreement are in the best interests of the City and its residents and serve a public purpose in accordance with state and local law.
- H. The development of the senior living community would not occur without the financial assistance to be provided to the Developer as set forth in this Agreement.
- I. The City, pursuant to Common Council action, has approved this Agreement and authorized its execution by the Mayor and Clerk/Coordinator on the City's behalf.
- J. The Developer has approved this Agreement and authorized its execution by authorized agents on the Developer's behalf.

AGREEMENTS

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

SECTION 1. Project Description.

- 1. Developer will design and construct, in phases, a senior living community in accordance with all applicable State and City zoning, building codes, ordinance regulations and stormwater requirements.
- 2. Owner represents to the City that the development of the senior living community without the benefits provided by the City to the Developer pursuant to this

agreement would not be financially viable and that but for such assistance Developer would not proceed with the development as currently contemplated.

3. The Senior Living Community shall be developed in phases as follows:
See attached Exhibit B.
4. This Agreement covers Phase 1A. It is mutually agreed that future phases 1B, 2 and 3 will use the terms outlined in SECTION 5 of this Agreement.
5. This Agreement covers development on Tax Parcel #11291-2200-1903.
6. Developer shall commence construction of the Phase 1A improvements on or before _____, 2017 and shall complete construction to a condition ready for occupancy on or before _____, 2018.
7. The Phase 1A project and improvements shall be as forth in the site plan attached as Exhibit C and subject to the City conditions and approvals set forth in Exhibit D, which also include PDD and GDP contingencies.
8. The Planned Development District and General Site Plan for the Senior Living Community is as depicted in Exhibit E.

SECTION 2. Developer Obligations.

1. Developer shall initiate, or cause to be initiated by third parties, Phase 1A of the project and complete with same in accordance with the Zoning Code and all other applicable City building codes, fire codes, ordinances, regulations and City approvals.

DRAFT
June 15, 2017
(Post Plan Commission)

2. All project costs expended by Developer, including costs incurred before the date of this Agreement and which are eligible for funding pursuant to Wis. Stat. sec. 66.1105, are referred to as “Developer Costs”. Developer costs shall include, without limitation, costs for the acquisition of land, construction of improvements, including hard and soft construction costs, professional fees, architectural fees, construction period interest, civil engineering fees, general contractor fees, infrastructure improvements, environmental remediation costs, demolition, public parking facilities, and the clearing, grading, and construction of the Project, and other costs permitted pursuant to Wis. Stat. sec. 66.1105.
3. The projected tax increment value of Phase 1A, when completed, shall be \$9.5 million.
4. Developer consents and agrees to the following:
 - a. Roads. The roads within the Development shall remain privately owned and maintained.
 - b. Utility Mains. Any water and sanitary sewer mains within the Development will meet City standards, be dedicated to the City, be located within easements approved by the City and be recorded in the Columbia County Register of Deed’s office. The water main will be looped.

- c. Storm Water Management. The storm water management plan in the Site Plan review must not create adverse effects on the City streets, neighboring properties, or other facilities.
 - d. No Destination Commercial Uses. Commercial uses (such as restaurants) shall not be a principal use, or they may be restricted by the City if the City deems them to be creating a nuisance to the existing residential zones, including traffic or parking nuisance, or noise nuisance.
 - e. Buffer. The plans for the Site Plan review must show adequate berming or landscaping buffers between the Development and neighboring properties.
 - f. Nuisances. The Developer shall cooperate with the City to resolve any nuisances that may result from the Development.
5. Not later than June _____, 2017 the Developer shall present to the City an irrevocable, final and unconditional financing commitment from a lender satisfactory to the City which commitment shall be sufficient to cover all of Developer's Phase 1A costs and expenses.

SECTION 3. Emergency Management.

- 1. Developer shall provide to the City and implement an emergency management and evacuation plan for Phase 1A. The plan shall be reviewed and approved by appropriate state agencies, including Department of Health Services, and City

agencies, including Kilbourn Fire Department and Dells-Delton EMS. The plan shall include and/or address the emergency evacuation measures set forth in Exhibit F attached.

2. Developer understands that in connection with City consideration and approval of Phases 1B, 2 and 3, the City will require secondary emergency access to the property and that developer may be required to finance or fund all or a portion of the cost and expense of such secondary emergency access.
4. Developer acknowledges that it has no vested rights to receive City approval for or proceed with Phases 1B, 2 and 3 without satisfaction of the provisions of this section regarding emergency management, evacuation and access.

SECTION 4. City Obligations.

1. The City shall cooperate with the Developer throughout the preconstruction and construction periods and shall promptly review and/or process all submissions and applications.
2. Subject to all of the terms, covenants and conditions of this Agreement and as an inducement by the City to the Developer to construct Phase 1A of the Senior Living Community, the City will provide the financial assistance set forth in Section 5. The same terms, covenants and conditions of this Agreement will be used in an inducement by the City to the Developer to construct future Phases 1B,

2 and 3 of the Senior Living Community and will use the same terms set forth in SECTION 5.

3. The financial assistance is subject to the Developer obtaining City approvals, drawing plan specifications, variances or conditional uses and fulfilling the terms and conditions of the City's approvals.

SECTION 5. Financial Assistance.

1. In this section the following terms have the following meanings. Any undefined words or terms shall have the definitions used in state law.
 - a. Contribution means the Tax Increment Revenue payment made to the Developer.
 - b. Property Base Value means the equalized value of the Property upon the creation of TID #3 as of January 1, 2006 as certified by the State, which was \$243,700.00.
 - c. Tax Increment Value means the equalized value above the Property Base Value established for the Property as determined by the City assessor.
 - d. Tax Increment Revenue means the personal and real property tax revenue [(as defined in Wis. Stat. sec. 66.105(2)(1)] generated by the Tax Increment Value of the Project.
2. The City will provide contributions to the Developer as reimbursement for a portion of the Developer Costs as provided in this Agreement.

DRAFT
June 15, 2017
(Post Plan Commission)

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

DRAFT
June 15, 2017
(Post Plan Commission)

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

9. All debts owed to the City of Wisconsin Dells or Columbia County by the Developer including real estate and personal property taxes must be paid in full and timely to qualify for the incentive payment.
10. Existing TID #3 debt obligations have priority over contributions to Developer. Current TID #3 priority obligations are itemized in Exhibit G attached. All funds in the special fund of TID #3 will be used first to make the principal and interest payments due and only after the debt payments have been paid in full for any particular year shall funds in said special fund be used to pay any other project costs of TID #3.
11. If on any contribution payment date there are insufficient revenues to pay the amount due, the amount not paid shall accumulate and be payable on the next payment date until the contribution balance is paid in full or the agreement has expired or been terminated.
12. The contribution is a special limited revenue obligation and not a general obligation of the City and it payable by the City only from the collected tax increment generated from the project.
13. The contribution is not a general obligation of the City and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the

contribution and no property or other asset of the City except the collected tax increment revenue is or shall be a source of the City's obligations.

14. The City's financial assistance for Phases 1B, 2 and 3 will be modeled on this SECTION 5.

SECTION 6. Tax Status.

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

SECTION 7. Improvements.

1. The Development will be designed, constructed and installed by Developer at Developer's sole cost and expense. All improvements shall be designed, constructed and installed in accordance with applicable City standards and engineering standards and specifications contained in the applicable City building codes. Where standards and/or specifications have not been expressly established by the City, all work shall be performed in accordance with established engineering practices as designated and approved by the City Engineer.
2. The water and sewer mains within the Development shall be known as the "Public Improvements". During the course of the construction of the Public Improvements, the City Engineer shall make or cause to be made such

DRAFT
June 15, 2017
(Post Plan Commission)

inspections as the City deems necessary to ensure compliance of the Public Improvements with the approved plans and specifications. After completion of all Public Improvements and prior to final acceptance of the Public Improvements, Developer shall make and provide to the City such documentation as the Director of Public Works may require including, without limitation, a master plan set of the original stamped and approved plans that show all red-lines and updates; and, all construction shall be GPS mapped and GIS cataloged in a master file set compatible with the City mapping system.

3. After the required Public Improvements have been installed and completed, and within 28 days after receiving written notice that Developer desired the City to inspect such Public Improvements, the City Engineer shall inspect the Public Improvements and, if acceptable to the City Engineer, the Common Council shall by resolution certify such Public Improvements as being in compliance with this Agreement and with the standards and plan and specifications of the City. Before obtaining certification of any such Public Improvements, Developer shall present to the City valid lien waivers from all entities providing materials or performing work on the Public Improvements.
4. Developer agrees to guarantee and warrant all of the Public Improvements for a period of one year from the date of final acceptance by the City of each phase of the Public Improvement completed by Developer. If any defect appears during the guarantee period, Developer agrees to replace the defective work or

DRAFT
June 15, 2017
(Post Plan Commission)

repair the defective work at its own expense to the standard provided in the approved plans and specifications. All guarantees or warranties for materials or workmanship which extend beyond the above guarantee period shall be assigned by Developer to the City as beneficiary. Other than this construction guaranty, all liability for the Public Improvements, and all obligations to maintain and repair such Public Improvements, shall rest with the City, and the recorded easements shall so state.

5. Easements. Developer shall grant and record, prior to the issuance of the first building permit for each Phase of the Development, a recordable easement to the City, over all roadways and paths in the Development, for emergency and municipal services, including garbage collection. Developer shall not construct City improvements in designated easement areas. If the City performs work in an easement, the City shall be responsible for restoration of the area to grade and above grade restoration will be the responsibility of the Developer.
6. Fencing. Developer shall have the right to install fencing in appropriate locations in the Development to ensure the safety of residents and the public.
7. Consent to install utilities. To the extent needed, the City hereby consents to the installation of utilities under all road rights of way needed for the installation of utilities as shown on the final approved site plan.

DRAFT
June 15, 2017
(Post Plan Commission)

8. **Water/Sewer Fee.** Developer shall not be required to pay for any water or sewage fees except for the normal usage fees and normal hookup fees which are uniformly charged to other users.
9. **Carts.** City agrees that the Developer may use, on its private roads, and on Bowman Road and other roads as defined in the future as “golf cart approved” roads, golf carts and other small utility carts, but subject to reasonable restrictions to address safety concerns. Implementation of this section may include, at the City’s direction, appropriate street markings.
10. **Inspections.** Developer grants the right of entry on the lands within the Development to personnel or agents of the City to conduct inspections and monitor compliance with the provisions of this Development Agreement.

SECTION 8. Miscellaneous Terms.

1. The City will not make any contributions or other payments to Developer related to Phase 1A under this agreement or subsequent agreements after September 2, 2030; and, the City does not contemplate making any contributions or other payments to Developer related to this project after December 31, 2035.
2. Developer will not qualify for commencement of contributions related to Phase 1A unless construction is completed and an occupancy permit issued for the Phase 1A improvements prior to _____, 2018.

DRAFT
June 15, 2017
(Post Plan Commission)

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

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

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

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

DRAFT
June 15, 2017
(Post Plan Commission)

including reasonable attorney fees and expert witness fees, of the prevailing party.

If the court, arbitrator or mediator awards relief to both parties, each will bear its own costs.

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

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

DRAFT
June 15, 2017
(Post Plan Commission)

CITY OF WISCONSIN DELLS

Dated: _____, 2017.

Brian L. Landers, Mayor

Dated: _____, 2017.

Nancy R. Holzem, Clerk/Administrative
Coordinator

RIVERWOOD EAGLE'S NEST, LLC

Dated: _____, 2017.

By: _____
its: _____

Dated: _____, 2017.

By: _____
its: _____

EXHIBIT A

Parcel Number	Tax District Name	Owner	Tax Parcel Description
11291-2200.0701	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 701 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0702	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 702 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0703	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 703 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0704	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 704 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0705	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 705 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0706	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 706 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0707	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 707 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0709	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 709 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0710	City of Wisconsin Dells	Riverwood Eagles Nest LLC	UNIT 710 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0711	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 711 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0712	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 712 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0713	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 713 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0714	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 714 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0715	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 715 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0716	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 716 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0717	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 717 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0718	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 718 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0719	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 719 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0720	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 720 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0721	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 721 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0723	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 723 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0726	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 726 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0728	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 728 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0729	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 729 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0731	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 731 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0732	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 732 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0734	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 734 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0735	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 735 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0737	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 737 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0738	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 738 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0739	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 739 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0740	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 740 RIVERWOOD EAGLE WATCH CONDO

11291-2200.0741	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 741 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0742	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 742 RIVERWOOD EAGLE WATCH CONDO
11291-2200.0743	City of Wisconsin Dells	Riverwood Eagles Nest LLC	LT 743 RIVERWOOD EAGLE WATCH CONDO
11291-2200.13G	City of Wisconsin Dells	Riverwood Eagles Nest LLC	13G-GARAGE RIVERWOOD EAGLE WATCH CONDO
11291-2200.14G	City of Wisconsin Dells	Riverwood Eagles Nest LLC	14G-GARAGE RIVERWOOD EAGLE WATCH CONDO
11291-2200.15G	City of Wisconsin Dells	Riverwood Eagles Nest LLC	15G-GARAGE RIVERWOOD EAGLE WATCH CONDO
11291-2200.16G	City of Wisconsin Dells	Riverwood Eagles Nest LLC	16G-GARAGE RIVERWOOD EAGLE WATCH CONDO
11291-2200.17G	City of Wisconsin Dells	Riverwood Eagles Nest LLC	17G-GARAGE RIVERWOOD EAGLE WATCH CONDO
11291-2200.18G	City of Wisconsin Dells	Riverwood Eagles Nest LLC	18G-GARAGE RIVERWOOD EAGLE WATCH CONDO
11291-2200.1902	City of Wisconsin Dells	Riverwood Eagles Nest LLC	Expansion Area Phase II Riverwood Eagle Watch Condos
11291-2200.1903	City of Wisconsin Dells	Riverwood Eagles Nest LLC	EXPANTION AREA PHASE III see exceptions
11291-2200.19G	City of Wisconsin Dells	Riverwood Eagles Nest LLC	19G-GARAGE RIVERWOOD EAGLE WATCH CONDO
11291-2200.1G	City of Wisconsin Dells	Riverwood Eagles Nest LLC	1G-GARAGE RIVERWOOD EAGLE WATCH CONDO
11291-2200.20G	City of Wisconsin Dells	Riverwood Eagles Nest LLC	20G-GARAGE RIVERWOOD EAGLE WATCH CONDO
11291-2200.2G	City of Wisconsin Dells	Riverwood Eagles Nest LLC	2G-GARAGE RIVERWOOD EAGLE WATCH CONDO
11291-2200.3G	City of Wisconsin Dells	Riverwood Eagles Nest LLC	3G-GARAGE RIVERWOOD EAGLE WATCH CONDO
11291-2200.401B	City of Wisconsin Dells	Riverwood Eagles Nest LLC	UNIT 401B RIVERWOOD EAGLE WATCH CONDO
11291-2200.402T	City of Wisconsin Dells	Riverwood Eagles Nest LLC	UNIT 402T RIVERWOOD EAGLE WATCH CONDO
11291-2200.403B	City of Wisconsin Dells	Riverwood Eagles Nest LLC	UNIT 403B RIVERWOOD EAGLE WATCH CONDO
11291-2200.404T	City of Wisconsin Dells	Riverwood Eagles Nest LLC	UNIT 404T RIVERWOOD EAGLE WATCH CONDO
11291-2200.4G	City of Wisconsin Dells	Riverwood Eagles Nest LLC	4G-GARAGE RIVERWOOD EAGLE WATCH CONDO
11291-2200.504	City of Wisconsin Dells	Riverwood Eagles Nest LLC	UNIT 504 RIVERWOOD EAGLE WATCH CONDO
11291-2200.601B	City of Wisconsin Dells	Riverwood Eagles Nest LLC	UNIT 601B RIVERWOOD EAGLE WATCH CONDO
11291-2200.602T	City of Wisconsin Dells	Riverwood Eagles Nest LLC	UNIT 602T RIVERWOOD EAGLE WATCH CONDO
11291-2200.603	City of Wisconsin Dells	Riverwood Eagles Nest LLC	UNIT 603 RIVERWOOD EAGLE WATCH CONDO
11291-2200.604	City of Wisconsin Dells	Riverwood Eagles Nest LLC	UNIT 604 RIVERWOOD EAGLE WATCH CONDO
11291-2200.605	City of Wisconsin Dells	Riverwood Eagles Nest LLC	UNIT 605 RIVERWOOD EAGLE WATCH CONDO
11291-2200.606	City of Wisconsin Dells	Riverwood Eagles Nest LLC	UNIT 606 RIVERWOOD EAGLE WATCH CONDO
11291-2200.607B	City of Wisconsin Dells	Riverwood Eagles Nest LLC	UNIT 607B RIVERWOOD EAGLE WATCH CONDO
11291-2200.608T	City of Wisconsin Dells	Riverwood Eagles Nest LLC	UNIT 608T RIVERWOOD EAGLE WATCH CONDO
11291-2200.8G	City of Wisconsin Dells	Riverwood Eagles Nest LLC	8G-GARAGE RIVERWOOD EAGLE WATCH CONDO
11291-2200.1901	City of Wisconsin Dells	Riverwood Eagles Nest LLC	Club House/Recreational Area located along Bowman Rd

EXHIBIT B

Senior Living Community Development Phases

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

RIVERWOOD EAGLES NEST

SUSTAINABLE BUSINESS SOLUTIONS FOR SENIOR-LIVING PROVIDERS

WISCONSIN DELLS, WI

3/31/17



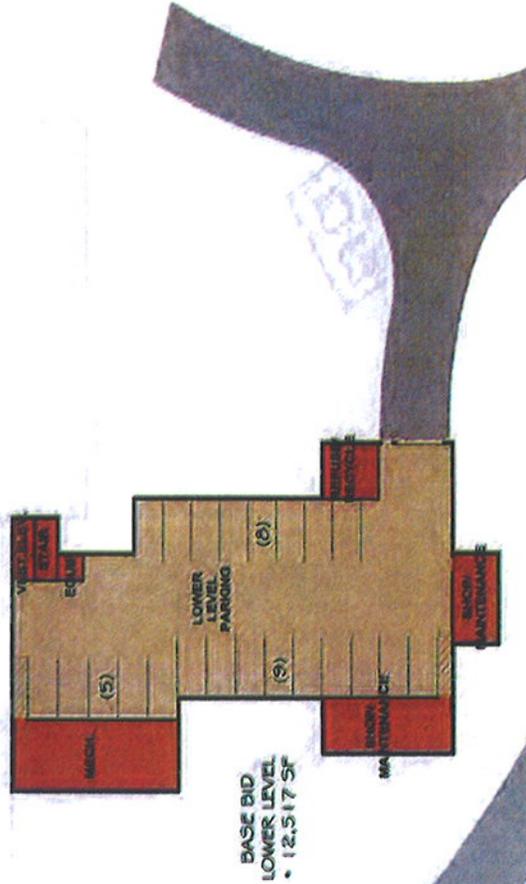
2014 E. Independence Avenue
Suite 202 | Appleton, WI 54913
COMMUNITY LIVING SOLUTIONS
COMMUNITYLIVING.COM

EXHIBIT

23

SLAB ON GRADE
ALT. BID LOWER LEVEL
• 7,309 SF

SLAB ON GRADE



BASE BID LOWER LEVEL
• 12,517 SF

LOWER LEVEL PLAN

Exhibit D

Additional Contingencies

Approval of this PDD should come with the following contingencies:

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

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

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

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

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

Draft Emergency Plan Outline Contents (additional detail to be added)

- A. Fire in the facility
 - i. Defend in place as described in the Operator's Fire Response Plan and in strict accordance with DHS requirements (see examples below)
 - ii. Transport residents in vans to the Riverwood Clubhouse
 - iii. Transport residents to safe location on Bowman Rd., stay in van or ATV
 - iv. Transport residents to water treatment plant
 - v. (April through November) Transport residents to dock for water evacuation

- B. Medical emergency
 - i. Stabilize medical condition through trained staff involvement
 - ii. Contact emergency physician service through tele-medicine
 - iii. Transport resident over railroad track by using RW ATV
 - iv. (April through November) transport residents to dock for water evacuation
 - v. Transport residents to air evacuation location for Medical evacuation

- C. Catastrophic event involving railroad closure
 - i. Defend in place as described in the Grace Lutheran instructions
 - ii. Transport residents in RW vans to the Riverwood Clubhouse
 - iii. Transport residents to the road, stay in van or ATV
 - iv. Transport residents to Water treatment plant
 - v. (April through November) transport residents to dock for water evacuation
 - vi. Transport residents to air evacuation location for Medical evacuation
 - vii. In the event of a toxic airborne situation (such as railroad tanker truck spill) proceed with steps ii, iii and/or iv, v and vi.

***DHS "defend-in-place" language:**

DEFEND-IN-PLACE. A method of emergency response that engages building components and trained staff to provide occupant safety during an emergency. Emergency response involves remaining in place, relocating within the building, or both, without evacuating the building.

**Riverwood's Assisted Living & Memory Care Preliminary Life Safety Plan:
Basis for design**

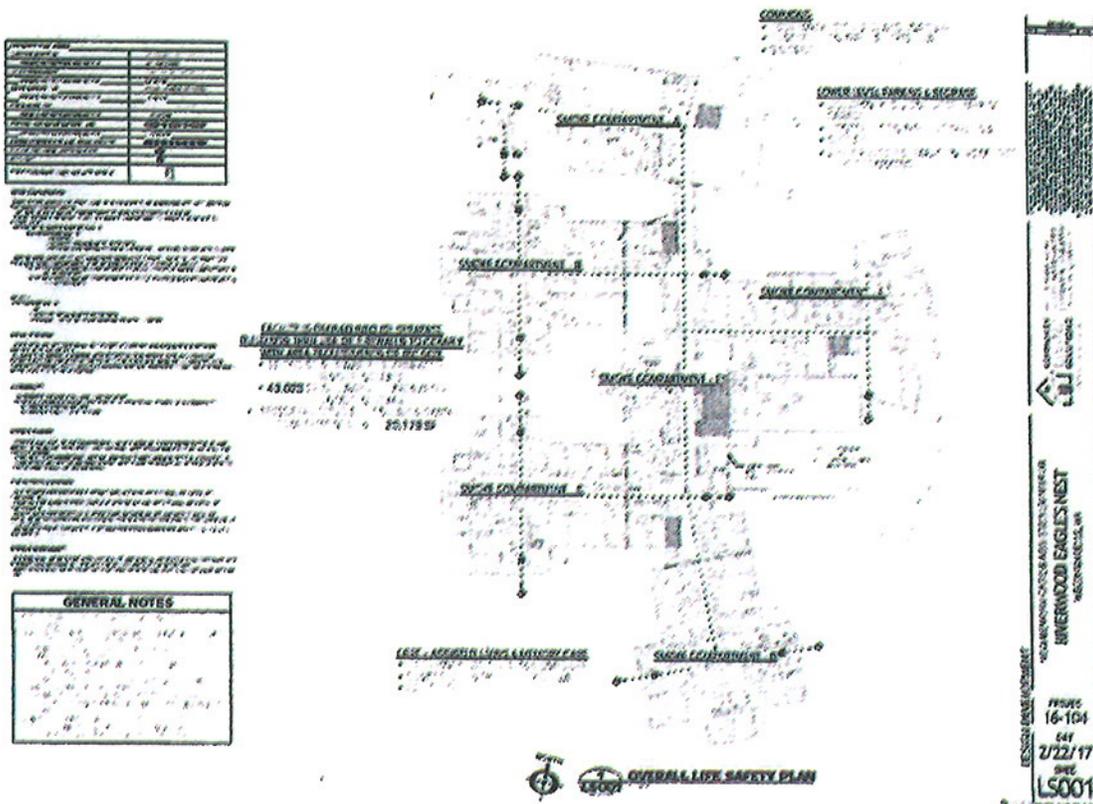
18.1.1.3 Total Concept.

18.1.1.3.1 All health care facilities shall be designed, constructed, maintained, and operated to minimize the possibility of a fire emergency requiring the evacuation of occupants.

18.1.1.3.2 Because the safety of health care occupants cannot be ensured adequately by dependence on evacuation of the building, their protection from fire shall be provided by appropriate arrangement of facilities; adequate, trained staff; and development of operating and maintenance procedures composed of the following:

- (1) Design, construction, and compartmentation
- (2) Provision for detection, alarm, and extinguishment
- (3) Fire prevention procedures and planning, training, and drilling programs for the isolation of fire, transfer of occupants to areas of refuge, or evacuation of the building

EXHIBIT F-2



Operator's Fire Response Plan Example:

1991A Veterans Foundation/Grace Edwards
Emergency Preparedness Manual
REVISION 01/15
REVISION 01/15

FIRE RESPONSE PLAN

1. THOSE WHO DISCOVER THE FIRE:

- a. **Remove** Remove residents from immediate danger and/or past the first set of fire doors.
- Activate** Pull alarm handle on nearest fire alarm pull station.
- Close** Close all doors and clear corridors of all obstacles. Report to front desk.
- Evaluate** Use proper fire extinguisher or smother a small fire and/or refer to "Evacuation Procedures," if necessary.

b. CHECK DOOR(S) FOR TEMPERATURE

c. IF DOOR IS HOT/NO:

- 1. Check for people inside of patient rooms and bathroom and evacuate if necessary.
- 2. Write an "X" on the door with a piece of chalk (applied in the fire extinguisher toy).
- 3. An "X" means that the room has been secured. **DO NOT RE-ENTER.**

d. IF DOOR IS HOT OR SMOKE IS VISIBLE:

- 1. **DO NOT OPEN DOOR**
- 2. NOTIFY FIRE DEPARTMENT OF FIRE LOCATION

2. WHEN FIRE ALARM IS ACTIVATED:

a. STAFF IN CHARGE OR DESIGNEE:

Upon notification of fire:

- 1. Identify location of fire by using code panel at the center of the facility. See "Fire/Smoke Control Panel Procedure" for description of code panel.
- 2. CALL 911 and report: "There is a fire/ smoke alarm at Grace Edwards, 2612 Spooner Avenue, Phoenix."
- 3. Previews over the page system: Code RED, (speak clearly) 3 times, slowly and clearly.
- 4. Meet fire department at the front entrance and help direct to area of fire.
- 5. Notify the following persons:
 - > Director of Grace Edwards
 - > Administrator
 - > Director of Environmental Services
 - > Nursing Supervisor
 - > Director of Housing
 - > Executive Team
- > Refer to "Emergency Telephone List"

b. EACH DEPARTMENT will

- > SHUT ALL DOORS
- > CLEAR HALLWAYS BY PLACING ALL EQUIPMENT IN NEAREST ROOM
- > TURN OFF ALL UNNECESSARY EQUIPMENT
- > POST PERSONS AT ALL EXIT DOORS AS SOON AS POSSIBLE TO SECURE AREA
- > REMAINING STAFF REPORT TO CENTER OF FACILITY
- > KEEP FIRE DOORS CLOSED AT ALL TIMES AND ENSURE THAT DOORS ARE PROPERLY SEALED.
- > WHEN YOU NEED TO SEND A MESSAGE WITHIN THE BUILDING SEND A RUNNER - DO NOT USE THE TELEPHONE
- > IF NEEDED, THE DINING ROOMS WILL BE THE WORST CASE SCENARIO. IF NEEDED
- > DO NOT ALLOW ANYONE TO RETURN TO THE DWELLING CORE UNTIL "CODE RED, ALL CLEAR" IS HEARD.

EXHIBIT **F-3**

FIRE RESPONSE PLAN

1. THOSE WHO DISCOVER THE FIRE:

- a. **Remove** Remove residents from immediate danger under past the first set of fire doors.
- Activate** Put alarm handle on nearest fire alarm pull station.
- Close** Close all doors and clear corridors of all obstacles. Report to front desk.
- Evacuate** Use proper fire extinguisher or smother a small fire under refer to "Evacuation Procedure" if necessary.

b. CHECK DOOR(S) FOR TEMPERATURE

c. IF DOOR IS HOT:

- 1. Check for people inside of resident room and bathroom and evacuate if necessary
- 2. Write an "X" on the door with a piece of chalk (placed in the fire extinguisher first)
- 3. An "X" means that the room has been searched. **DO NOT RE-ENTER.**

d. IF DOOR IS HOT OR SMOKE IS VISIBLE:

- 1. **DO NOT OPEN DOOR**
- 2. NOTIFY FIRE DEPARTMENT OF FIRE LOCATION

2. WHEN FIRE ALARM IS ACTIVATED:

a. STAFF IN CHARGE OR DESIGNEE:

Upon notification of fire:

- 1. Identify location of fire by using code panel of the center of the facility. See "Smoke Control Panel Procedure" for description of code panel.
- 2. CALL 911 and report: "There is a fire in room at Oran Edgewood, 2512 Spencer Avenue, AZUSA"
- 3. Announce over the page system: "Code RED, (specify wing) 3 times, slowly and clearly"
- 4. Meet fire department at the front entrance and help direct to area of fire
- 5. Notify the following persons:
 - > Director of Oran Edgewood
 - > Administrator
 - > Director of Environmental Services
 - > Nursing Supervisor
 - > Director of Housing
 - > Executive Team
- > Refer to "Emergency Telephone List"

b. EACH DEPARTMENT will

- > SHUT ALL DOORS
- > CLEAR HALLWAYS BY PLACING ALL EQUIPMENT IN NEAREST ROOM
- > TURN OFF ALL UNNECESSARY EQUIPMENT
- > POST PERSONS AT ALL EXIT DOORS AS SOON AS POSSIBLE TO SECURE AREA
- > REMAINING STAFF REPORT TO CENTER OF FACILITY
- > KEEP FIRE DOORS CLOSED AT ALL TIMES AND ENSURE THAT DOORS ARE PROPERLY SEALED.
- > WHEN YOU NEED TO SEND A MESSAGE WITHIN THE BUILDING, SEND A RUNNER - DO NOT USE THE TELEPHONE
- > IF NEEDED, THE DINING ROOMS WILL BE THE WOUND CARE/TREATMENT AREAS
- > DO NOT ALLOW ANYONE TO RETURN TO THE DANGER ZONE UNTIL "CODE RED, ALL CLEAR" IS HEARD

EXHIBIT F-4

EXHIBIT G

TID #3 Priority Debt Obligations

TID #3 Priority Debt:

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

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

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

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

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

**City of Wisconsin Dells
Dells River Arts District
Trademark Use Agreement
(Sports Impressions)**

This Agreement is by and between the City of Wisconsin Dells, a Wisconsin Municipal Corporation (hereinafter "the City") having a principal place of business and address at 300 LaCrosse Street, Wisconsin Dells, Wisconsin 53965 and Sports Impressions, Ltd. having an address of 731 Superior Street, Wisconsin Dells, Wisconsin (hereinafter "Licensee")

WHEREAS, the City is the sole and exclusive owner of trademarks and registrations as set forth in the "Dells River Arts District Brand Book & Style Guide".

WHEREAS, Licensee acknowledges receipt of the Brand Book & Style Guide and desires to use the City's trademarks and registrations.

WHEREAS, the City is willing to authorize Licensee to use its trademarks and registrations as provided in this Agreement.

NOW, therefore, in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

1. Ownership of Rights. Licensee acknowledges and agrees that the City is the sole and exclusive owner of all rights, title and interest in and to the trademarks and registrations described and regulated in the Brand Book & Style Guide.
2. Grant. City hereby grants to Licensee permission to create, manufacture and sell articles, products and merchandise displaying the City's trademarks and registrations as specified and approved in Licensee's application form; including the exclusive right to create, manufacture and market River Arts District apparel.
3. Brand Book & Style Guide. Licensee shall abide by all terms, conditions, guidelines and restrictions as set forth in the Brand Book & Style Guide.
4. Term. This agreement shall be deemed effective as of the date of the last signature below and shall expire two (2) years thereafter. Except that, either party may terminate this agreement with or without cause upon thirty days written notice to the other party. This agreement will continue and be automatically renewed for additional terms of one year.

5. Royalty Payment. Licensee shall pay to the City a license fee of \$200.00 upon the complete execution of this agreement.
6. Indemnification. The City shall have no liability arising out of Licensee's use of the City's trademarks and registrations during the term of this agreement or any renewal. Licensee hereby agrees to indemnify and hold harmless the City, its officers, employees and agents from any and all liability that arises in connection with the sale of the articles, products and merchandise displaying the City's trademarks and registrations.
7. Severability. In the event that any term or provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision and this Agreement shall be interpreted and construed as if such term had never been contained herein.
8. Integration. This Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof and this Agreement supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter hereof and cannot be modified except by a written instrument signed by the parties hereto.
9. Applicable Law. This Agreement shall be governed by the laws of the State of Wisconsin.

CITY OF WISCONSIN DELLS

Date: _____

By: _____
Brian Landers, Mayor

Date: _____

By: _____
Nancy Holzem, Clerk/ Administrative
Coordinator

SPORTS IMPRESSIONS, LTD.

Date: _____

By: _____
Name: _____
Its: _____

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