

CITY OF WISCONSIN DELLS MEETING AGENDA

Meeting Description COMMON COUNCIL MEETING

Date: TUESDAY, APRIL 17, 2018 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 (Lead by Frank Rossi & Friends)			
3	APPROVAL OF CONSENT AGENDA ITEMS: <ul style="list-style-type: none"> a. Approval of the March 19, 2018 Common Council Meeting Minutes b. Schedule of Bills Payable dated April 17, 2018 c. Applications for Bartender Licenses 			
4	COMMITTEE UPDATES BY CHAIRPERSONS: (PARKS & REC, LIBRARY, LEGISLATIVE, RIVER ARTS DISTRICT, PARKING BOARD, PLAN COMMISSION, FINANCE, PUBLIC WORKS, DESIGN REVIEW COMMITTEE, PUBLIC SAFETY & BID)			
AGENDA ITEMS				
5	APPLICATION FOR A SPECIAL EVENTS PERMIT SUBMITTED BY ED SAARI FOR A CORVETTE PARADE AND PARKING ON SATURDAY, JUNE 9, 2018			
6	APPLICATION FOR TAXICAB SERVICE LICENSE SUBMITTED BY RICARDO ACOSTA FOR SPEEDY CAB FOR LICENSING PERIOD THRU APRIL 1, 2019			
7	APPLICATIONS FOR RENEWAL OF FIREWORK SALES LICENSES RECEIVED FROM: (a) RICHARD CHRISTENSEN; (b) BRIAN HOLZEM; AND (c) MAURER'S MARKET; FOR LICENSING PERIOD OF MAY 1, 2018 THRU APRIL 30, 2019.			
8	APPLICATION FOR RENEWAL OF RIDING STABLE/HORSES FOR HIRE LICENSE RECEIVED FROM DELLS ADVENTURE DEVELOPMENT FOR BEAVER SPRINGS RIDING STABLES FOR LICENSING PERIOD OF MAY 1, 2018 THRU APRIL 30, 2019			
9	APPLICATIONS FOR RENEWAL OF SEASONAL EMPLOYEE LODGING FACILITY LICENSES FOR LICENSING PERIOD OF MAY 1, 2018 THRU APRIL 30, 2019 (CONTINGENT UPON PASSED INSPECTIONS)			
RESOLUTIONS				
10	RESOLUTION TO APPROVE THE PROPOSAL AND FUNDING FOR THE DOWNTOWN STREET POLE BANNERS SUBMITTED BY ZEBRADOG			
11	RESOLUTION TO APPROVE THE DEVELOPMENT AGREEMENT WITH RIVERWOOD EAGLE'S NEST LLC FOR PHASE 1B OF THEIR SENIOR COMMUNITY DEVELOPMENT			
12	RESOLUTION TO APPROVE THE SITE PLAN SUBMITTED BY RIVERWOOD EAGLE'S NEST LLC FOR CONSTRUCTION OF PHASE 1B OF THEIR SENIOR COMMUNITY DEVELOPMENT (WITH CONTINGENCIES)			
13	RESOLUTION TO APPROVE THE SITE PLAN SUBMITTED BY JAKE BEARD FOR CONSTRUCTION OF A ZIPLINE OVER THE LOWER DELLS RIVER AREA (WITH CONTINGENCIES)			
14	RESOLUTION TO APPROVE THE SITE PLAN SUBMITTED BY AMERICAN WORLD FOR A BATHHOUSE AT THE CAMPGROUND ON SWEET BRIAR			

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

ITEM 3c.

FOR OFFICE USE ONLY

Receipt# 63798
Amount Paid: \$ 600.00
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: 4/5/18 BS
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 4-4-2018

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 Karov Miroslav Tsankov
Last First Middle
Home Address 1023 Race st Wisconsin Dells, WI 53965
Street City State Zip

Mail License to (if different from Home Address) _____
Street City State Zip

Previous Addresses within the past 10 years
725 Vine st, Wisconsin Dells, WI
53965

Drivers License # K610-5588-5344-01 State Issued WI

Phone Number 608-440-5373 Date of Birth 09.24.1985 Place of Birth Bulgaria

Physical Description Sex M Race _____ Height 5'8" Eye Color: BRN Hair Color: BRN

License to be used at (Name of Business) Pizza Villa

- 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>

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: [Signature] Date: 4-11-18

Subscribed and sworn to before me this 4th day of April, 2018.
[Signature]
Notary Public

My Commission Expires: 10/25/2019



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

FOR OFFICE USE ONLY

Receipt# _____ 63786
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: 4/5/18 BS
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 4/3/18

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 VAN SCHUYCK AARON CUERPS
Last First Middle

Home Address 721 1/2 SUPERIOR ST WISCONSIN DELLS WI 53965
Street City State Zip

Mail License to (if different from Home Address) _____
Street City State Zip

Previous Addresses within the past 10 years

164 STATE RD 23 BRIGGSVILLE, WI 53920
618 CEDAR ST WIS DELLS, WI 53965

Drivers License # V522-0038-9270-08 State Issued WISCONSIN

Phone Number 608-432-1809 Date of Birth 7/30/1989 Place of Birth BARABO, WI

Physical Description Sex M Race WHITE Height 5-10 Eye Color: BROWN Hair Color: BROWN

License to be used at (Name of Business) FISHERS TAVERN

- 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: [Handwritten Signature] Date: 4/3/18

Subscribed and sworn to before me this 3rd day of April, 2018.
[Handwritten Signature]
Notary Public
My Commission Expires: 10/25/2019





CITY OF WISCONSIN DELLS
APPLICATION FOR
SPECIAL EVENT and /or STREET CLOSING PERMIT

- Date Application Submitted: Rec'd 4-9-2018 Application Fee \$160 Receipt No. 63838
- Application must be submitted to City Clerk no less than 10 days before the next Common Council meeting.
- Applications may not be amended after approval, unless done so by the Police Chief or designee.

1. Applicant Information

Applicant's Name Ed Saari
 Organization/Business (if any) Chula Vista Resort
 Address (include city/zip) 2501 River Rd - Wisconsin Dells, WI 53965
 Contact Phone Number 309-530-9235 Email Edsandbarb@gmail.com

2. Event Purpose

Event Name or Title: Corvette Adventures Repeat Event? Yes No
 Organization Associated with Event (if applicable) Chula Vista Resort Non-profit Event? Yes No
 Purpose of Event (Include detailed description of event/activities) Corvette driving event

3. Event Information & Assembly

Date(s) of the Actual Event June 7-9 2018
 Date/Time event will assemble June 9th 10am Date/Time event will begin June 9th 11am
 Time event will end June 9th 11:30am Time event will disband June 9th 1pm
 Event website (if any) www.corvetteadventures.com
 Name of contact person on day of event Ed Saari Cell 309-530-9235

LIST STREETS/AREA TO BE CLOSED - ATTACH MAP OF PROPOSED CLOSURES & INDICATE PROPOSED USES:
to be determined by Lt. Perry Meyer

Number of Barricades Needed & Locations (if applicable) N/A
 Will this event include: **Fireworks?** Yes No If yes, a Fireworks Display Permit is needed.
Beer/Wine Sales? Yes No If yes, a Temporary Class B Beer/Wine License is needed.
 If yes, please list who will be obtaining those permits/licenses: _____

*Approximate maximum number in attendance at one time 250 Corvettes
 Attendance estimate based on? previous years
 Traffic Assistance Needed: Yes No If yes, location and time(s): lead car plus other areas determined by Lt. Meyer

4. Entertainment/Amplified Music or Announcing

Any amplified music or announcing: Yes No

Describe entertainment area/location (if applicable) _____

5. Public Safety

Traffic Assistance Needed: Yes No If yes, location and time(s): as determined by

Lt. MEYER

Police/Security Needed (may be assigned based on event details) No Yes, location & purpose S/A

EMS / Fire Dept. Needed (may be assigned based on event details) No Yes, location & purpose _____

6. Sanitation & Utilities

Temporary Electric Service needed: Yes No

Number of bathroom stall accommodations, if required: _____ Men _____ Women _____ Unisex _____ Handicapped Accessible

NONE

7. Vendors

Merchandise and/ or Food Vendors: no _____ yes, approximate number: _____

8. Parking Impact

List the number of parking stalls, and/or what parking lot(s) that will be affected and during what time:

as determined by Lt. MEYER

Municipal Code Chapter 24 – Special Events Regulations

24.04 WHEN APPLICATION MUST BE MADE

A written application for a permit for any parade or special event shall be made by one of the organizers to the City Clerk on a form provided by the Clerk no less than 10 days in advance of the last regularly scheduled council meeting prior to the proposed event.

24.06 RECOMMENDATIONS OF GOVERNMENTAL AGENCIES

The Clerk shall submit a copy of the application to the Chief of Police and the Director of Public Works as well as any other affected departments. These departments shall report their findings to the Council at the next regularly scheduled Council meeting.

24.11 FEE

There shall be paid at the time of filing the application for a parade or special event permit a fee as established by resolution adopted pursuant to section 2.05.

24.12 CHARGE FOR INCREASED COSTS

Where the Police Chief and/or the Director of Public Works determines that the cost of municipal services incident to the staging of the parade or special event will be increased, the Council may require the permittee to pay an additional fee in the amount equal to the increased cost for the municipal services.

Applicant Signature

I hereby make an application for a Special Event and/or Street Closing Permit as detailed above. I agree to abide by the requirements of all City Ordinances and State Laws.

Print Name Ed Saari

Signature _____ Date 4-6-18

FOR OFFICE USE ONLY:

Date Application Received by City Clerk: 4-9-18

Clerk's Initials NH

Map provided Amount Due 160.00 pd

Date Paid: 4-9-18

Department Routing:

Police _____ Fire _____ DPW _____ EMS _____

Common Council Meeting Date 4-16-18 : Approved Denied

CITY OF WISCONSIN DELLS
LICENSE APPLICATION FOR:
TAXICAB SERVICE LICENSE

ITEM 6

Fee: \$150

(Plus \$50 for first vehicle, \$25 each additional vehicle)

New Renewal

Date Submitted: 2/16/18 Amount Paid: \$ 200.00 Receipt No. 63192 +m.

Name of Applicant (Last, First, MI): Ricardo Ortega Acosta

Address of Applicant: N365 Center street Wisconsin Dells, WI

Date of Birth: 4/3/85 Daytime Telephone Number: (952) 666-0380

Applicant's Drivers License Number: ~~B982847200219~~ 0637-7208-5123-09 State: WI

Business Name: Speedy Cab Telephone No. (952) 666-0380

Business Address: N365 Center street Wisconsin Dells, WI

Proposed hours of Operation: 6am to 3am

Name of Auto Insurance Carrier: (Attach Proof of Coverage): American Business Insurance

Proposed Rate Schedule: \$2.00 mile \$2 person before Midnight

\$3.00 mile \$3.00 person After Midnight Flat rate for

locals and J1's Locals \$7.00 J1's \$6.00

I hereby certify that the information provided on this application is correct. I understand that failure to provide all required information or falsification of any information shall be grounds for denial or revocation of my license. I acknowledge that I have read Wisconsin Dells Taxicab Ordinance 16.21 and am familiar with all appropriate laws and ordinances pertaining to vehicles for hire. I understand that the Police Department will conduct a criminal history and driving record check and those results may be considered in the licensing process.

Ricardo Ortega Acosta

Signature of Applicant

2/16/18

Date

License subject to compliance with Wisconsin Dells Code Section 16.21.

Background check completed. 3/9/18 KS

License Approved: [Signature] License Valid from 3/9, 20 18 through March 31, 20 19

Conditions (if any): _____

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. 01/14

City of Wisconsin Dells

Application for: FIREWORK SALES

ITEM 7a

Date Submitted: 3-15-18 Fee: \$275 for First Site, \$60.00 for Add'l Sites 455⁰⁰ Receipt No. 63503 JM

Name of Applicant: Richard Christensen

Address of Applicant: 646 Gillette Dr Wisconsin Dells WI 53965

Daytime Telephone Number: (608) 393-6081

Driver's License Number: C 623-7486-8350-08 State: WI

Business Name(s) and Address(s) of where Fireworks are to be sold:

Lower Dells Travel Mart - 710 Trout Rd
BROADWAY Travel Mart - 802 Broadway
Shell Travel Mart - 2415 Wisconsin Dells Parkway
Rt6 Travel Mart - 611 Frontage Rd

Name and Address of property owner if different than above: _____

Itemization of Fireworks to be sold: _____

See page 2



Signature of Applicant

License subject to compliance with Wisconsin Dells Code Section 16.20

Date Approved: _____ Conditions (if any): _____

Date Denied: _____ Reason(s): _____

* License valid from _____, 20__ through April 30, 20__

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

Itemization of Fireworks to be sold:

Cone fountains not exceeding 75 grams in weight, designed to sit on the ground, emit sparks & smoke. Caps containing not more than $\frac{1}{4}$ grain of explosive mixture. Toy snake containing no mercury. Sparklers not exceeding 36 inches in length & not containing magnesium, chlorate or perchlorate. Devices that spray out paper confetti or streamers and contain less than $\frac{1}{4}$ grain of explosive mixture. Devices that produce an audible sound but don't explode, spark, move or emit an external flame after ignition and does not exceed 3 grams in weight. Devices that emit smoke with no external flames and do not leave the ground. Cylindrical fountains not exceeding 100 grams in weight with a diameter not exceeding 75 inches designed to sit on the ground.

ITEM 76

CITY OF WISCONSIN DELLS
APPLICATION FOR LICENSE
FIREWORK SALES

Date Submitted: 03/16/2018 Fee: \$275.00 1st Site, \$60.00 add'l Sites \$335.00 Receipt No. 63501

Name of Applicant: Brian K. Holzem hjs

Address of Applicant: 505 Bowman Road, Wisconsin Dells, WI 53965

Daytime Telephone Number: (608) 254-4101

Driver's License Number: H425-0715-6138-08 State: WI

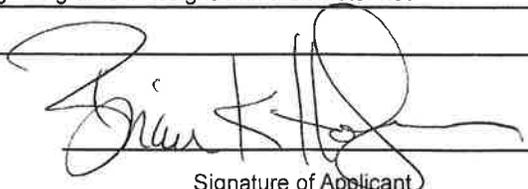
Business Name(s) and Address(es) of where Fireworks are to be sold: _____

Native Sun - 302 Broadway, WI Dells

38 Broadway - 38 Broadway, WI Dells

Name and Address of property owner if different than above: _____

Itemization of Fireworks to be sold: Cone fountains not exceeding 75 grams in weight designed to sit on the ground; emits sparks and smoke. Caps containing not more than 1/4 grain of explosive mixture. Toy snakes containing no mercury. Sparklers not exceeding 36 inches in length and do not contain magnesium, chlorate, or per chlorate. Devices that spray-out paper confetti or streamers and contain less than 1/4 grain of explosive mixture. Devices that produce an audible sound but don't explode, spark, move, or emit an external flame after ignition and does not exceed 3 grams in weight. Devices that emit smoke with no external flames and do not leave the ground. Cylindrical fountains not exceeding 100 grams in weight with a diameter not exceeding .75 inches, designed to sit on the ground.



Signature of Applicant

License subject to compliance with Wisconsin Dells Code Section 16.20

___ Date Approved: _____ Conditions (if any): _____

___ Date Denied: _____ Reason(s): _____

* License valid from May 1, 2018, through April 30, 2019

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

City of Wisconsin Dells

Application for: FIREWORK SALES

ITEM 7c

Date Submitted: 4/2/18 Fee: \$275 for First Site, \$60.00 for Add'l Sites \$275.00 Receipt No. 63670

Name of Applicant: Jeff Maurer jjs

Address of Applicant: 83330 Fox Hill Rd. Baraboo

Daytime Telephone Number: (608) 963-1171

Driver's License Number: M-660-4355-7321-03 State: WI

Business Name(s) and Address(s) of where Fireworks are to be sold:

Maurer's Market
216 Washington Ave.
Wisconsin Dells, WI 53965

Name and Address of property owner if different than above:

Itemization of Fireworks to be sold: sparklers, firecrackers, bottle rockets, etc.



Signature of Applicant

License subject to compliance with Wisconsin Dells Code Section 16.20

Date Approved: _____ Conditions (if any): _____

Date Denied: _____ Reason(s): _____

* License valid from _____, 20__ through April 30, 20__

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

City of Wisconsin Dells

ITEM 8

Application for:

RIDING STABLE/HORSES FOR HIRE

Date Submitted: 3-26-18 Fee \$200 Plus \$25 per horse \$600 Receipt No. 63632
Name of Applicant: Dells Adventure Dulpnt Inc. Date of Birth: pres B. Tollaksen 6/12/66
Address of Applicant: PO Box 1, Wis Dells, WI 53965-0001
Daytime Telephone Number: (608) 254 2735 Email Address: _____
Applicant's Drivers License Number: pres. T425 0776 6212 04 State: WI

Name and Address of Business: Beaver Springs Riding Stable

Number of Horses: 16

Proposed hours of Operation: 9am - 7pm

Description of Route: (Attach map) ON File (Same as previous year)

*Attach written permission from property owners if applicable.

Description of the manner and location in which the horses will be feed, sheltered, stabled or transported within the City:

ON file, same as previous years

Safety and Sanitation Methods: Same as last year

Printed Name of Applicant:

Dells Adventure Development Inc - Pres. Brent S. TOLLAKSEN

[Signature]
Signature of Applicant

License subject to compliance with Wisconsin Dells Code Section 16.01

Date Approved: _____ License Valid from _____, 20____ through April 30, 20____

Conditions (if any): _____

Date Denied: _____ Reason(s): _____

City of Wisconsin Dells

Application for LODGING FACILITY LICENSE

ITEM 9a.

Date From May 1, 2018 to April 30, 2019 Fee \$ 300 Receipt No. 63508 3-16-18
(\$50 each for first 15 sleeping units; \$25 each add'l) tjs

Applicant Name: Izix COHEN

Applicant Address: 1100 RIVER RD # 208 WIS DELLS WI 53965

Telephone Number: _____

Lodging Facility Address: 817 ~~OAK~~ ST

Number of Sleeping Units: 6

Zoning Classification: C-2 Commercial Downtown
(Facilities in Residential Areas are grandfathered facilities only.)

Name & Telephone No. of On-Site Supervisor: ROBERT GOREFF 608-844-0281
(BEN) CALL FIRST (646) 592-5806 Robert Goreff

Manner in which the facility will be supervised and maintained: _____

MANAGER WILL INSURE WIS DELLS - HOUSING RULES WILL BE FOLLOWED AT ALL TIMES.

Izix
Applicant's Signature

3/14/2018
Date

License subject to compliance with Wisconsin Dells Code Section 16.06

Note: Incomplete, false, or misleading information can delay the review process and/or be grounds for denial of license.

FOR OFFICE USE ONLY

Date of Inspection: _____ Inspected by: _____
Recommendations: _____

Request for License Approved on _____, 20__ by the Common Council.

Request for License Denied on _____, 20__ by the Common Council.

Reason for Denial: _____

Housing Inspection Report

General Property Information

Date of Inspection 3/29/2018

Facility Name _____

Address 817 Oak St.

Contact Information Robert Goree 844.0281

Manager on Premises Yes _____ No X

Address numbers posted Yes _____ No X

Overall evaluation of property Good _____ Fair X*

Building appearance Good _____ Fair X*

Neighborhood Good _____ Fair X

Landscaping Good _____ Fair X

Entry Good _____ Fair X*

Parking Yes X No _____

Adequate lighting in rooms, stairwells and entry Yes X No _____

numbers Yes X No _____

Fire Exits marked Yes _____ No X

Extinguishers current year and date on tag Yes _____ No X

Fire Sprinklers Yes _____ No X

Smoke Detectors on each level and each sleeping room Yes X No _____

Exit lights and Battery Backup Yes _____ No X

CO Detectors (*see note) Yes X No _____

Egress from sleeping rooms and common areas Yes X No _____

Lockable storage for each occupant within unit Yes X No _____

Proper number of beds per room Yes X No _____

Wi-Fi available and working Yes X No _____

Separate bed for each occupant Yes X* No _____

UNSAFE OR UNSANITARY CONDITIONS Yes _____ No _____

Locking door and windows Yes X No _____

Window screens in place and in good condition Yes _____ No X*

Bathrooms (toilet, sink and shower) in good condition Yes X* No _____

ADA compliant rooms with access to common areas Yes _____ No X

Elevators in working order Yes _____ No X

Access to Refrigerator, Microwave Yes X No _____

HVAC operational Yes X No _____

Violations:

Too many pieces of furniture on the back porch; high fire load; at least 2 pieces must be removed prior to occupancy.

All damaged or missing window and door screens need to be repaired or replaced. This encompasses ALL openable windows.

Crawl space accessed from back yard has decaying matter in it and must be cleaned out prior to occupancy.

Broken futon in common area living room to be removed prior to occupancy.

Damaged and unsafe dining room chairs need to be repaired or replaced in lower common area prior to occupancy.

Remarks:

House was still winterized so could not verify proper function of plumbing fixtures.

All damaged or missing window and door screens need to be repaired or replaced. This encompasses ALL openable windows.

Front screen door needs to be repaired to function properly or replaced. Current door hardware and frame has been damaged and repaired multiple times and is now past the point of proper function.

The abandoned dryer vent hole through the building wall was not repaired last year, as required. MUST be completed this year.

Roof in disrepair with missing and hanging shingles noted.

The HVAC system did not have the annual maintenance check needed.

*CO Detectors on each level and within 15' of a sleeping room adjacent to a fuel burning appliance and no more than 75' from a fuel burning appliance.

The entire house interior was not in a clean, safe and sanitary condition at time of inspection. This will be required before occupancy.

It was reported by the property overseer that in 2017, two males insisted on having a room on the female's floor (2nd floor), though the females objected. Males are housed on the 1st floor. This will need to be addressed prior to any students arriving to stay in this building.

Kheli Mason

03/29/2018

Inspector

Date



FIRE INSPECTION REPORT



KILBOURN

Fire Department

817 OAK ST. EMPLOYEE HOUSE

817 OAK ST.

Name of Business

Location

Violations indicated below shall be corrected in 30 days from inspection date unless otherwise noted. Pursuant to applicable local codes, SPS 314 Wisconsin Administrative Code and NFPA 1 Fire Code.

Inspection Date: 3-20-18

No Violations Observed

Please Correct the following violation(s) on or before: 4-10-18

Failure to correct will result in further legal action.

Street Address

Fire Extinguisher(s) are required per NFPA 10. Minimum size (2-A;10-B;C)

Annual Fire Extinguisher Maintenance is required and each extinguisher shall be tagged by the servicing professional.

Exit Signs designed to be illuminated shall be continuously illuminated. Battery function, if equipped shall be maintained.

Emergency lighting shall be regularly tested and maintained.

Open junction and switch boxes and open wiring splices shall be prohibited.

A working space of not less than 30 inches in width, 36 inches in depth and 78 inches in height shall be provided in front of electrical service equipment.

Extension cords and power taps shall not be used as a substitute for permanent wiring, shall not be affixed to structures, extend through ceilings, walls, floors or under floor coverings and shall not be series connected.

Clothes dryers shall be maintained to keep the lint trap and the mechanical and heating components free from excessive accumulations of lint.

Means of Egress Reliability - Doors shall be easily opened from the egress side when the building is occupied. Stored materials shall not impede immediate use of egress. (2)

Fire Doors, self-closing devices, and fire-resistant assemblies shall be operable and able to be fully closed.

Storage Arrangement - stored materials shall be arranged to allow space for convenient access for firefighting, salvage and removal of storage.

Fire Alarm Systems - An annual inspection / test by qualified service personnel is required. Records shall be provided and retained for the fire inspector.

Fire Sprinkler Systems - An annual inspection / test by qualified service personnel is required. Records shall be provided and retained for the fire inspector. Stand pipe system hydro-test is due every five years.

Commercial Cooking Systems - suppression service is due every 6 months. Exhaust hoods - grease inspection / cleaning as required by type and volume of cooking. Service shall be conducted by properly trained and qualified persons.

Grills, other than electric grills, shall not be allowed on any balcony or used within 10 Ft. of any multifamily or rental building.

Install and maintain smoke alarms in each bedroom and outside of each sleeping area. Any alarm older than 10 years old shall be replaced. Replacement battery alarms shall be equipped with a non-removable non-replaceable 10 year lithium battery.

Install and maintain carbon monoxide alarms in all buildings with fuel burning appliances or attached garages. Install on each level of a dwelling. Replace carbon monoxide alarms according to the manufacturer's recommendations.

Posting of Occupancy - Maximum occupancy shall be posted in Assembly Occupancies.

Other Violations

REMARKS: 2) 2ND STORY EXIT DOOR LATCH - REPAIR Req'd.
2) 1ST FLOOR BACK PORCH - MAINTAIN A CLEAR EXIT PATH & LIMIT COMBUSTIBLES

[Signature]

OWNER/MANAGER/REPRESENTATIVE

[Signature]

INSPECTING OFFICER

608-434-2452

City of Wisconsin Dells

Application for LODGING FACILITY LICENSE

ITEM 96

Date From ~~April 1~~ May 1 2018 to April 30, 2019 Fee \$ 350 Receipt No. 63527
(75 \$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Name: Nash Properties, LLC

Applicant Address: 9 Spruce Trail, Wisconsin Dells, WI 53965

Telephone Number: 608-350-9370

Lodging Facility Address: 410 Wisconsin Ave, Wisconsin Dells, WI 53965

Number of Sleeping Units: 7

Zoning Classification: Work-Green Housing
(Facilities in Residential Areas are grandfathered facilities only.)

Name & Telephone No. of On-Site Supervisor: Jay Nash, 608-350-9370

Manner in which the facility will be supervised and maintained: Jay Nash visits the property daily and as needed. He inspects the grounds and arranges the performance of maintenance issues.

[Signature]
Applicant's Signature

[Signature]
Date

License subject to compliance with Wisconsin Dells Code Section 16.06

Note: Incomplete, false, or misleading information can delay the review process and/or be grounds for denial of license.

FOR OFFICE USE ONLY

Date of Inspection: _____ Inspected by: _____
Recommendations: _____

Request for License Approved on _____, 20__ by the Common Council.

Request for License Denied on _____, 20__ by the Common Council.

Reason for Denial: _____

Kilbourn Volunteer Fire Department
P. O. Box 689 Wisconsin Dells, WI 53965-0689
ph. 608-254-2040 fax. 608-254-2022

Fire Inspection Report

Page 1 of 1

	Name: Inn Towne Motel	contact: Jay Nash
Date: 3/27/2018	Address: 410 Wisconsin AVE	
Inspector Name:	Fire Inspector Jerry Wolfram	
Type of Inspection:	Annual - Workforce Housing	
Each discrepancy detailed herein is a violation of the Fire Code and shall be corrected by: N/A		
Fire Code Reference	Discrepancy / Remarks	
N V O	NO VIOLATIONS OBSERVED FIRE EXTINGUISHER MAINTENANCE WILL BE DUE PRIOR TO MAY 1, 2018.	

Inspector Signature



The City of Wis. Dells has received a Conditional Use Permit (CUP) application from Deletria Nash (Nash Properties, LLC) for a Seasonal Workforce Housing Facility at the 410 Wisconsin Ave.

This facility has been operated as a Seasonal Workforce Housing facility for several years. Ms. Nash and her husband intend to purchase the facility and continue to run it for Seasonal Workforce Housing. The current permit for this use was issued with the contingency that any new owner/operator would need to obtain a new CUP. The new operators of a Seasonal Workforce housing facility must obtain a one-time CUP for the use and then annually renew the Workforce Housing license.

The applicant has stated that as owner he will be actively managing the facility daily. The applicant lives in the area and the applicant's husband, Jay Nash, works in the area. Mr. Nash has stated he will visit the property daily or more if necessary to ensure it is properly managed. He can review the property every morning on the way to work and visit the property every evening after work.

The current management of the property has been very good, and the applicant intends to continue with the same management style and rules. The applicant intends to operate the facility in a similar manner as the existing use, with 3 occupants per room. This provides approximately 65 sq ft per occupant, which exceeds the minimum 50 sq ft requirement of the Workforce housing license.

There are 7 motel rooms. The Zoning Code requires 1 space per room, so there are 7 parking spaces required. The existing layout has 8 spaces in front of the motel rooms and 3 spaces in front of the garage for the house, so the existing facility has 11 of the required parking spaces.

It has been past practice that any approval of a Seasonal Workforce Housing Facility use is granted solely to the current applicant, and cannot be transferred to another party. Any sale of the property will terminate the permit, and any subsequent owner will be required to obtain a separate CUP for this facility. Another past practice is to make it clear to the applicant that approval is contingent on continued diligence to the proper management of the facility. If the facility is deemed to become a nuisance to the surrounding properties, the permit may be revoked.

This property is located in a commercial area that is near a full grocery store, laundry, library, and other services the residences may need. This facility is off the main commercial area but is still close to the center of town.

This use should not have a significant impact on the traffic circulation in this area.

As this use will take place in an existing facility, the effects on the natural environment will be minimal.

This use could have a negative effect on surrounding commercial properties, as employee housing can become a nuisance property if not properly managed. This property currently is in need of maintenance and the applicant is expected to address these items.

Approval of this CUP may contain the following contingencies.

1. The permit is issued to Deletria Nash and is not transferrable (even if Nash Properties, LLC remains the owner)
2. The facility shall be properly maintained and managed to prevent it from becoming a nuisance.
3. The applicant will be the manager of the facility. The City may contact the applicant with any issues at the facility. That contact, included verbal only, will be considered "Official notice" of any enforcement items, and may be followed up with enforcement actions such as the issuing of citations and ultimately revocation of this permit.
4. The applicant will ensure the City always has current contact information on record.

Chris Tollaksen
City of Wis. Dells

City of Wisconsin Dells

Application for LODGING FACILITY LICENSE

ITEM 9c

Date From April 18 to April 30, 2019 Fee \$ 850 Receipt No. 63509 3-16-18

Applicant Name: A+J Entertainment (\$50 each for first 15 sleeping units; \$25 each add'l) Adm Seymer, Jason Field tjs

Applicant Address: 1550 Wise Dells Pkwy

Telephone Number: 608-547-2332

Lodging Facility Address: 510 Vine

Number of Sleeping Units: 19

Zoning Classification: commercial
(Facilities in Residential Areas are grandfathered facilities only.)

Name & Telephone No. of On-Site Supervisor: Ovi 608-572-9785

Manner in which the facility will be supervised and maintained: _____

1. On site manager.

2. Owner 2 blocks away.

3. Owner across town.

Adm Seymer
Applicant's Signature

3-8-18
Date

License subject to compliance with Wisconsin Dells Code Section 16.06

Note: Incomplete, false, or misleading information can delay the review process and/or be grounds for denial of license.

FOR OFFICE USE ONLY

Date of Inspection: _____ Inspected by: _____

Recommendations: _____

Request for License Approved on _____, 20__ by the Common Council.

Request for License Denied on _____, 20__ by the Common Council.

Reason for Denial: _____

Kilbourn Volunteer Fire Department
P. O. Box 689 Wisconsin Dells, WI 53965-0689
ph. 608-254-2040 fax. 608-254-2022

Fire Inspection Report

Page 1 of 1

		Name: 510 Vine Apartments - A & J Entertainment Jason Field
Date: 3/19/2018	Address: 510 Vine ST	
Inspector Name: Fire Inspector Jerry Wolfram	Issued: 3/19/2018	
Type of Inspection: Annual - Employee Housing		
Each discrepancy detailed herein is a violation of the Fire Code and shall be corrected by: N/A		
Fire Code Reference	Discrepancy / Remarks	
N V O	NO VIOLATIONS OBSERVED FIRE EXTINGUISHERS WILL BE DUE FOR ANNUAL MAINTENANCE BY APRIL 30TH.	

Inspector Signature



City of Wisconsin Dells

Application for LODGING FACILITY LICENSE

ITEM 9e

Date From May 1, 2018 to April 30, 2019 Fee \$ 750.00 Receipt No. 63510
(\$50 each for first 15 sleeping units; \$25 each add'l) 3/16/18
ajs

Applicant Name: Catherine Mayer

Applicant Address: 931 Capital st Wisconsin Dells WI 53965

Telephone Number: 608 370 3353 or 608 217 3873

Lodging Facility Address: 931 Capital st Wisconsin Dells WI 53965

Number of Sleeping Units: 15

Zoning Classification: C-1
(Facilities in Residential Areas are grandfathered facilities only.)

Name & Telephone No. of On-Site Supervisor: Catherine Mayer 608 370 3353
Rachel Comorodys 608 217 3873

Manner in which the facility will be supervised and maintained: Same as last year


Applicant's Signature

3/16/18
Date

License subject to compliance with Wisconsin Dells Code Section 16.06

Note: Incomplete, false, or misleading information can delay the review process and/or be grounds for denial of license.

FOR OFFICE USE ONLY

Date of Inspection: _____ Inspected by: _____

Recommendations: _____

Request for License Approved on _____, 20__ by the Common Council.

Request for License Denied on _____, 20__ by the Common Council.

Reason for Denial: _____

Kilbourn Volunteer Fire Department
P. O. Box 689 Wisconsin Dells, WI 53965-0689
ph. 608-254-2040 fax. 608-254-2022

Fire Inspection Report

Page 1 of 1

	Name: Stanton Motel – Workforce Housing
Date: 3/23/2018	Address: 931 Capital ST
Inspector Name:	Fire Inspector Jerry Wolfram
Type of Inspection:	Workforce Housing
Each discrepancy detailed herein is a violation of the Fire Code and shall be corrected by: N/A	
Fire Code Reference	Discrepancy / Remarks
N V O	NO VIOLATIONS OBSERVED FIRE EXTINGUISHER MAINTENANCE WILL BE DUE PRIOR TO MAY 1, 2018

Inspector Signature



City of Wisconsin Dells

Application for LODGING FACILITY LICENSE

ITEM 9f.

Date From May 01, 2018 to April 30, 2019 Fee \$1625 Receipt No. 63705
(\$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Name: Mt Olympus

Applicant Address: 1881 Wise Dells Pkwy, WiDells, Wisc. 53965

Telephone Number: 608-254-8447

Lodging Facility Address: 300 City Hwy A, WiDells, Wisc. 53965

Number of Sleeping Units: 50 units

Zoning Classification: C-4
(Facilities in Residential Areas are grandfathered facilities only.)

Name & Telephone No. of On-Site Supervisor: Toni Danalache 608-253-8447
ext. 613

Manner in which the facility will be supervised and maintained: supervised and
maintained by Mt. Olympus staff.

Danalache
Applicant's Signature

4-02-2018
Date

License subject to compliance with Wisconsin Dells Code Section 16.06

Note: Incomplete, false, or misleading information can delay the review process and/or be grounds for denial of license.

FOR OFFICE USE ONLY

Date of Inspection: _____ Inspected by: _____

Recommendations: _____

Request for License Approved on _____, 20__ by the Common Council.

Request for License Denied on _____, 20__ by the Common Council.

Reason for Denial: _____

City of Wisconsin Dells

Application for LODGING FACILITY LICENSE

ITEM 99.

Date From May 1, 2018 to April 30, 20 19 Fee \$ 975 Receipt No. 63688
(\$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Name: Mt Olympus

Applicant Address: 1881 Wisc Dells Pkwy, Wisc Dells, WI 53945

Telephone Number: 608-253-8447

Lodging Facility Address: 2131 Wisc Dells Pkwy, Wisc Dells, WI 53945

Number of Sleeping Units: 24 units

Zoning Classification: C-4
(Facilities in Residential Areas are grandfathered facilities only.)

Name & Telephone No. of On-Site Supervisor: Toni Danalache 608-253-8447
ext. 413

Manner in which the facility will be supervised and maintained: supervised and
maintained by Mt. Olympus staff

D Danalache
Applicant's Signature

4-02-2018
Date

License subject to compliance with Wisconsin Dells Code Section 16.06

Note: Incomplete, false, or misleading information can delay the review process and/or be grounds for denial of license.

FOR OFFICE USE ONLY

Date of Inspection: _____ Inspected by: _____
Recommendations: _____

Request for License Approved on _____, 20__ by the Common Council.

Request for License Denied on _____, 20__ by the Common Council.

Reason for Denial: _____

City of Wisconsin Dells

Application for LODGING FACILITY LICENSE

ITEM 9h.

Date From: *April 1, 2018 to April 30, 2019*

Fee: \$200

Receipt No.: 22464301

(\$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Name: *Nathan Grindstaff in behalf of Workforce Housing Solutions, LLC*

Applicant Address: *3505 North Main Street, Crossville Tennessee, 38555*

Telephone Number: *(931) 459-4474*

Lodging Facility Address: *511 Vine Street, Wisconsin Dells*

Number of Sleeping Units: *Four (4) Units*

Zoning Classification: *C-1 Commercial Neighborhood*
(Facilities in Residential Areas are grandfathered facilities only.)

Name & Telephone No. of On-Site Supervisor: *Shawn Williams- Regional Director (First point of contact)*
Cell: 608-495-0324
Email- shawn.williams@mastercorp.com

Manner in which the facility will be supervised and maintained:

The property has active management from area managers to ensure that any noise or disturbance from the occupants are handled quickly and thoroughly. The current tenant is a cleaning company for the Hospitality Industry and they pride themselves in the cleanliness of both their properties and employees. All occupants are required to sign an Employee Housing Agreement that contains Housing Rules. These rules are meant to ensure that the occupants behave in such a manner that creates a safe, relaxing and secure place to reside. If the occupant/employee violates one of these rules, then they could lose their employment with the tenant and be evicted from the premises. This tenant requires the managers to be in the area at all times.



Applicant's Signature

3/12/18

Date

License subject to compliance with Wisconsin Dells Code Section 16.06

Note: Incomplete, false, or misleading information can delay the review process and/or be grounds for denial of license.

FOR OFFICE USE ONLY

Date of Inspection: _____ Inspected by: _____
Recommendations: _____

Request for License Approved on _____, 20__ by the Common Council.

Request for License Denied on _____, 20__ by the Common Council.

Reason for Denial: _____

City of Wisconsin Dells

Application for LODGING FACILITY LICENSE

ITEM 9i

Date From 5/1/2018 to April 30, 2019 Fee \$ 250 Receipt No. 63835
(\$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Name: Atanas Georgiev

Applicant Address: 322 Wisconsin Ave Wis, Dells, WI, 53965

Telephone Number: 414-436-7498

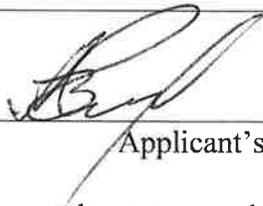
Lodging Facility Address: 322 Wisconsin Ave, Wis Dells, WI, 53965

Number of Sleeping Units: 5

Zoning Classification: _____
(Facilities in Residential Areas are grandfathered facilities only.)

Name & Telephone No. of On-Site Supervisor: Atanas Georgiev

Manner in which the facility will be supervised and maintained: Owners living on
1st Floor and keeping an eye on the students



Applicant's Signature

4/6/18
Date

License subject to compliance with Wisconsin Dells Code Section 16.06

Note: Incomplete, false, or misleading information can delay the review process and/or be grounds for denial of license.

FOR OFFICE USE ONLY

Date of Inspection: _____ Inspected by: _____

Recommendations: _____

Request for License Approved on _____, 20__ by the Common Council.

Request for License Denied on _____, 20__ by the Common Council.

Reason for Denial: _____

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

ITEM 10

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 April 17, 2018 meeting,

IT APPROVES the Zebradog Proposal for street pole banners with funding derived from Economic Development PRT.

Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes, _____ nays ____ abs.

Date Introduced: April 17, 2018

Date Passed:

Date Published:

MASTER DESIGN

17-WDE-004

CLIENT: CITY OF WISCONSIN DELLS
DESCRIPTION: CONCEPT RENDERINGS

ZEBRADOG
DYNAMIC ENVIRONMENT DESIGN



MASTER DESIGN

17-WDE-004

CLIENT: CITY OF WISCONSIN DELLS
DESCRIPTION: DEMOLITION

ZEBRADOG
DYNAMIC ENVIRONMENT DESIGN

JOB SPECS

DEMOLITION

Remove all current banners with outdated logos and events. Salvage mounting hardware and return to City of Wisconsin Dells

Zebradog's preliminary survey indicates that banners required to be removed include:

Highway 13 from I94 to Train Bridge
Quantity to remove = 39

Broadway Avenue
Quantity to remove = 38

Lacrosse Street
Quantity to remove = 5

Eddy Street
Quantity to remove = 2

Superior Street
Quantity to remove = 2

River Road
Quantity to remove = 3

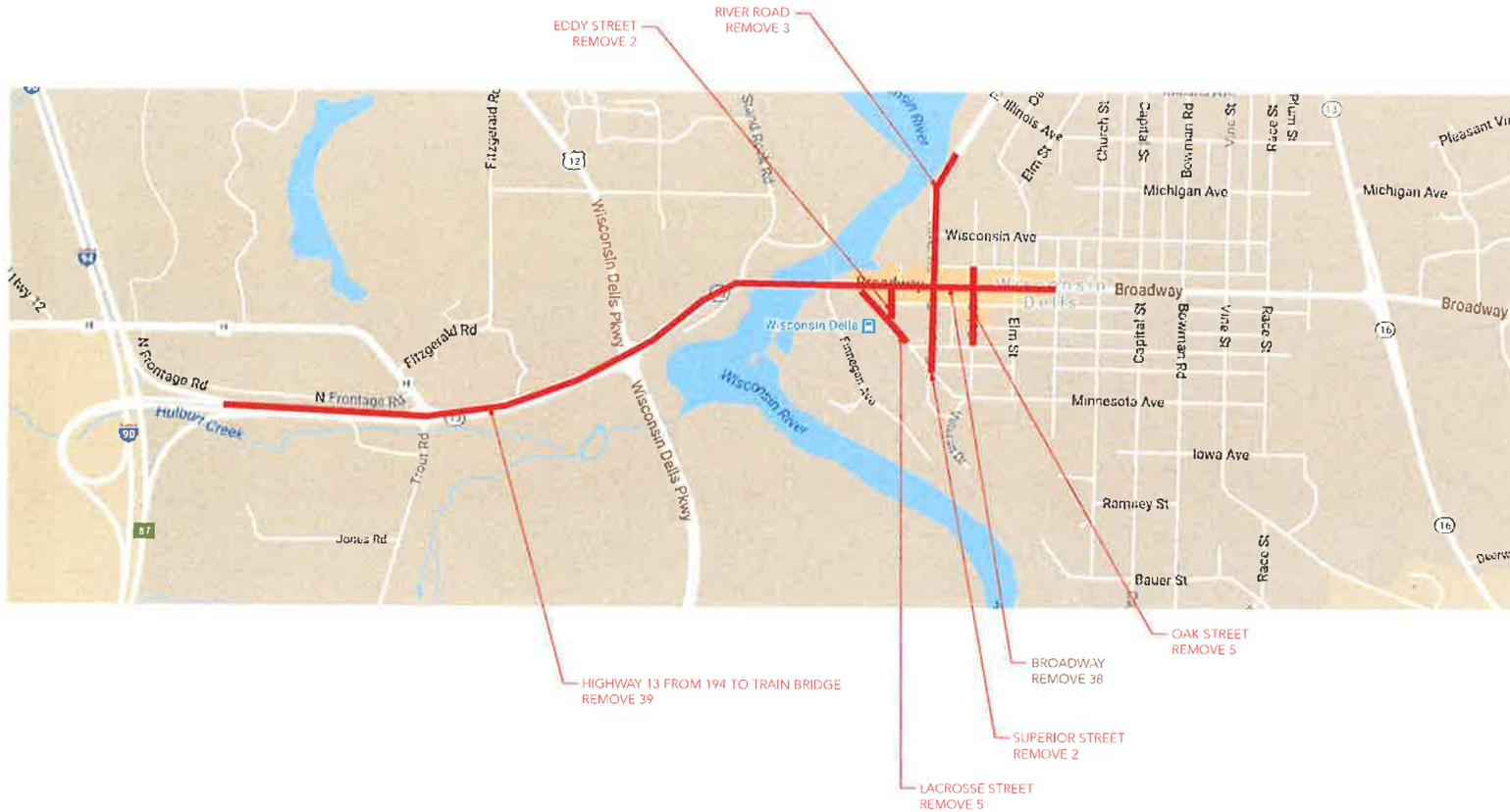
Oak Street
Quantity to remove = 5

Elm Street
Quantity to remove = 0

Cedar Street
Quantity to remove = 0

Church Street
Quantity to remove = 0

Capital Street
Quantity to remove = 0



MASTER DESIGN

17-WDE-004

CLIENT: CITY OF WISCONSIN DELLS
DESCRIPTION: BANNER SPECIFICATIONS

ZEBRADOG
DYNAMIC ENVIRONMENT DESIGN



BANNERS IN ZONE #1
TOTAL QUANTITY = 7

TYPICAL BANNERS IN ZONES #2 & 3
TOTAL QUANTITY = 13
(Quantities of each style on page 5)

BANNERS IN ZONES #4-14
TOTAL QUANTITY = 65
(Quantities of each style on pages 6-16)

JOB SPECS

BANNER FABRICATOR & INSTALLER
Vendor to field verify existing conditions, hardware, and dimensions.

BANNERS IN ZONE 1
Qty: 7
Final Size: 2'-4"W x 5'-4"H x 1/8"T

Graphics screen printed to 1/8" thick aluminum sheet. Sheets installed to existing mounting hardware. Paint reverse side of metal sheets black to match lamp posts.

Sample Needed: QTY=2 @ 12"x12" color proof samples

Install in Wisconsin Dells

BANNERS IN ZONES 2&3
Qty: 13
Final Size: 2'-4"W x 5'-4"H

UV Print and fabricate double sided pole banners wit 18oz blockout banner vinyl. Sleeves on top and bottom and wind slits as required.

Sample Needed: QTY=2 @ 12"x12" color proof samples

Install in Wisconsin Dells

BANNERS IN ZONES 4-14
Qty: 65
Final Size: 2'-2"W x 4'-2"H

UV Print and fabricate double sided pole banners wit 18oz blockout banner vinyl. Sleeves on top and bottom and wind slits as required.

Sample Needed: QTY=2 @ 12"x12" color proof samples per block color.

Install in Wisconsin Dells

MASTER DESIGN

17-WDE-004

CLIENT: CITY OF WISCONSIN DELLS
DESCRIPTION: ZONE 1: ENTRY FROM INTERSTATE

ZEBRADOG
DYNAMIC ENVIRONMENT DESIGN



ELEVATION: FRONT
3/4" = 1'-0"

ELEVATION: BACK
3/4" = 1'-0"

QUANTITY = 7

ZONE 1: ENTRY BLOCKS FROM I94
BANNER QUANTITY = 7
POLE QUANTITY = 13

- POLE - NO BANNERS (RESERVE FOR SEASONAL EVENTS)
- POLE WITH FRONT FACING WEST
- POLE WITH FRONT FACING EAST



ZONE 1 - ENTRY FROM I94

MASTER DESIGN

17-WDE-004

CLIENT: CITY OF WISCONSIN DELLS
 DESCRIPTION: ZONES 2 & 3: ENTRY & BRIDGE

ZEBRADOG
 DYNAMIC ENVIRONMENT DESIGN

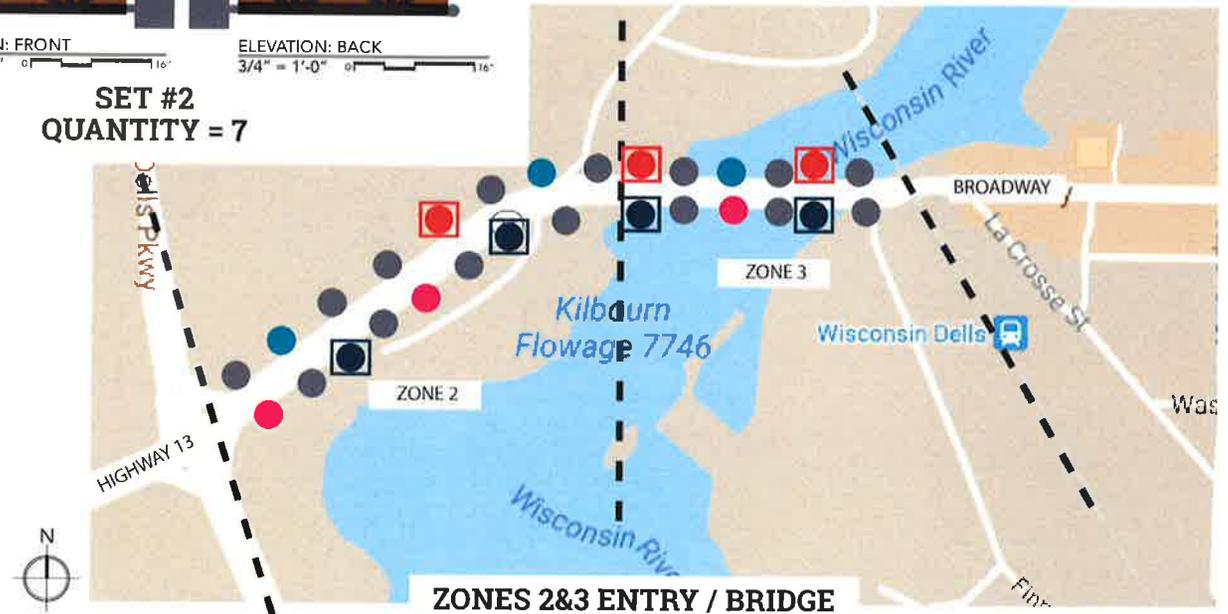


SET #1
 QUANTITY = 6

SET #2
 QUANTITY = 7

ZONES 2 & 3: ENTRY AND BRIDGE
 BANNER QUANTITY = 13
 POLE QUANTITY = 28

- POLE - NO BANNERS (RESERVE FOR SEASONAL EVENTS)
- SET 1 **FRONT** FACING WEST
- SET 1 **BACK** FACING WEST
- SET 2 **FRONT** FACING WEST
- SET 2 **BACK** FACING WEST



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MASTER DESIGN

17-WDE-004

CLIENT: CITY OF WISCONSIN DELLS
 DESCRIPTION: ZONE 4 - WELCOME BLOCK

ZEBRADOG
 DYNAMIC ENVIRONMENT DESIGN



ELEVATION: FRONT 3/4" = 1'-0" 0' 10" 16"
 ELEVATION: BACK 3/4" = 1'-0" 0' 10" 16"

SET #1
QUANTITY = 5



ELEVATION: FRONT 3/4" = 1'-0" 0' 10" 16"
 ELEVATION: BACK 3/4" = 1'-0" 0' 10" 16"

SET #2
QUANTITY = 4

ZONE 4: WELCOME BLOCKS

BANNER QUANTITY = 9
 POLE QUANTITY = 12

-  POLE - NO BANNERS (RESERVE FOR SEASONAL EVENTS)
-  POLE WITH SET 1 FRONT FACING WEST
-  POLE WITH SET 1 FRONT FACING EAST
-  POLE WITH SET 2 FRONT FACING EAST
-  POLE WITH SET 2 FRONT FACING WEST



ZONE 4 - WELCOME BLOCK

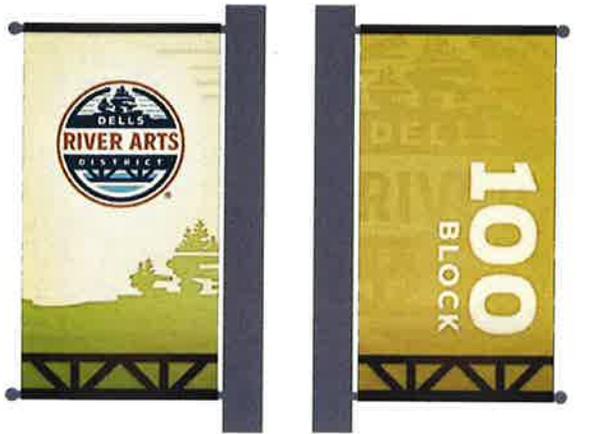
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MASTER DESIGN

17-WDE-004

CLIENT: CITY OF WISCONSIN DELLS
DESCRIPTION: ZONE 5

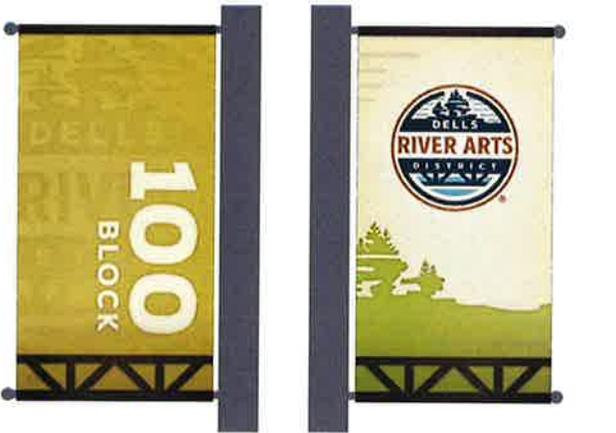
ZEBRADOG
DYNAMIC ENVIRONMENT DESIGN



ELEVATION: FRONT
3/4" = 1'-0" 0' 16"

ELEVATION: BACK
3/4" = 1'-0" 0' 16"

SET #1
QUANTITY = 4



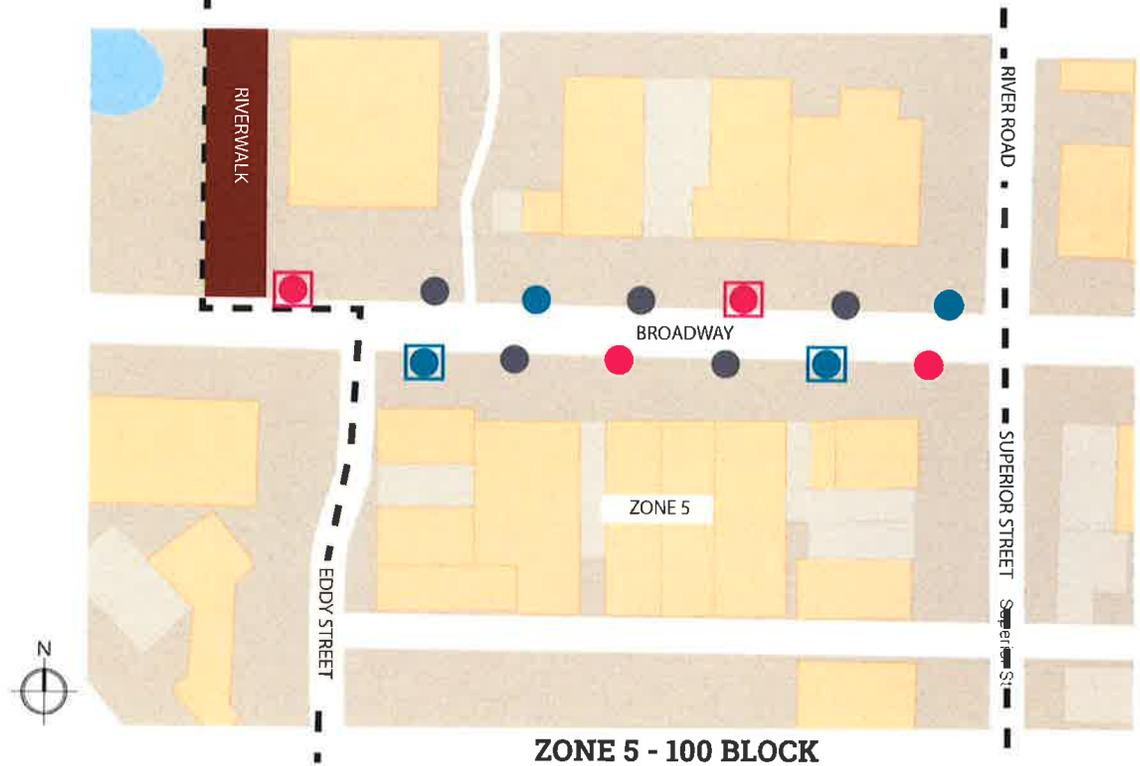
ELEVATION: FRONT
3/4" = 1'-0" 0' 16"

ELEVATION: BACK
3/4" = 1'-0" 0' 16"

SET #2
QUANTITY = 4

ZONE 5: 100 BLOCK
BANNER QUANTITY = 8
POLE QUANTITY = 13

- POLE - NO BANNERS (RESERVE FOR SEASONAL EVENTS)
- POLE WITH SET 1 FRONT FACING WEST
- POLE WITH SET 1 FRONT FACING EAST
- POLE WITH SET 2 FRONT FACING EAST
- POLE WITH SET 2 FRONT FACING WEST



ZONE 5 - 100 BLOCK

MASTER DESIGN

17-WDE-004

CLIENT: CITY OF WISCONSIN DELLS
DESCRIPTION: ZONE 6 - RIVERWALK

ZEBRADOG
DYNAMIC ENVIRONMENT DESIGN



ELEVATION: FRONT
3/4" = 1'-0"

ELEVATION: BACK
3/4" = 1'-0"

QUANTITY = 3

ZONE 6: RIVERWALK

BANNER QUANTITY = 3
POLE QUANTITY = 3

- POLE - NO BANNERS (RESERVE FOR SEASONAL EVENTS)
- POLE WITH FRONT FACING NORTH / BACK FACING SOUTH
- POLE WITH FRONT FACING SOUTH / BACK FACING NORTH



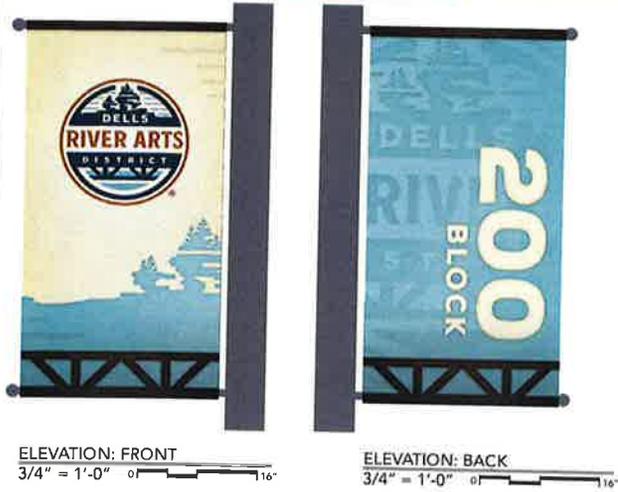
ZONE 6 - RIVERWALK

MASTER DESIGN

17-WDE-004

CLIENT: CITY OF WISCONSIN DELLS
DESCRIPTION: ZONE 7 - 200 BLOCK

ZEBRADOG
DYNAMIC ENVIRONMENT DESIGN



SET #1
QUANTITY = 2

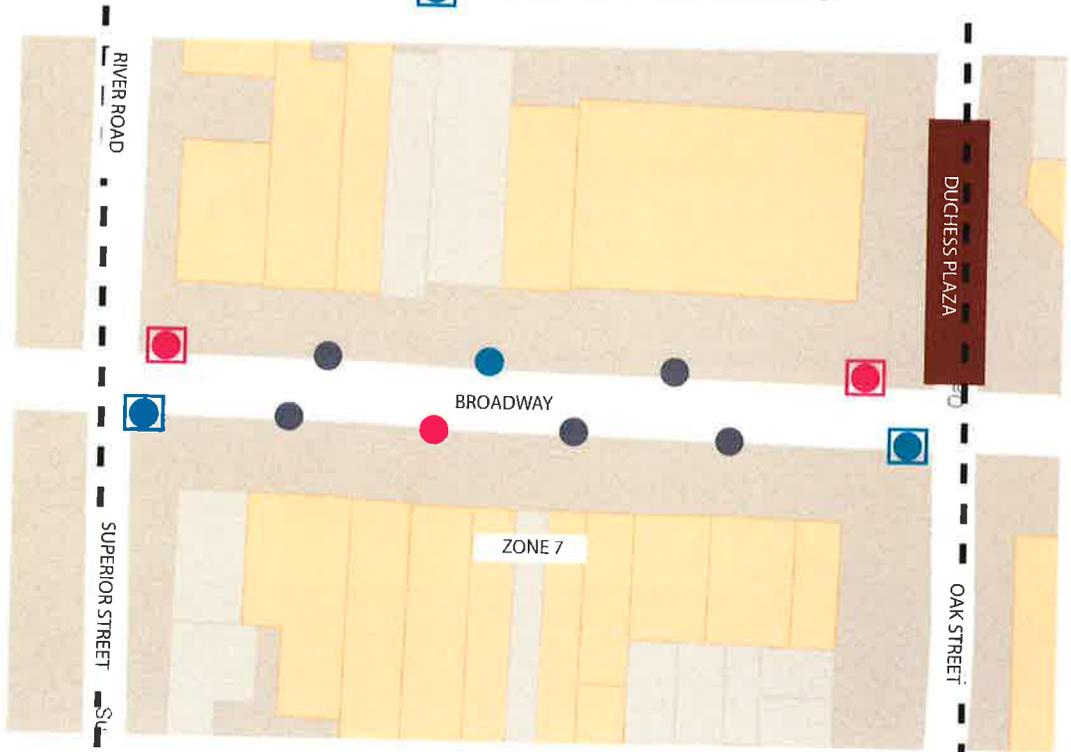


SET #2
QUANTITY = 4

ZONE 7: 200 BLOCK

BANNER QUANTITY = 6
POLE QUANTITY = 11

- POLE - NO BANNERS (RESERVE FOR SEASONAL EVENTS)
- POLE WITH SET 1 FRONT FACING WEST
- POLE WITH SET 1 FRONT FACING EAST
- POLE WITH SET 2 FRONT FACING EAST
- POLE WITH SET 2 FRONT FACING WEST



ZONE 7 - 200 BLOCK

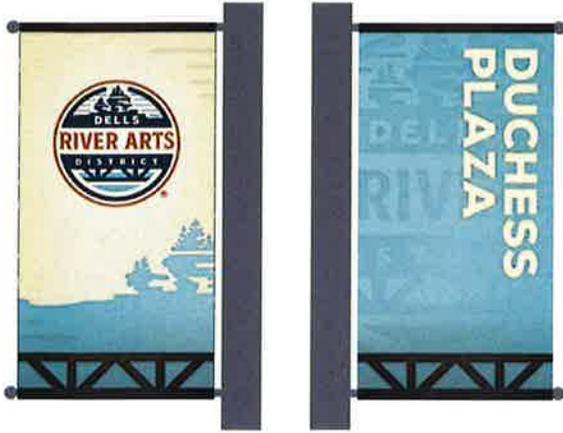
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MASTER DESIGN

17-WDE-004

CLIENT: CITY OF WISCONSIN DELLS
DESCRIPTION: ZONE 8 - DUCHESS PLAZA

ZEBRADOG
DYNAMIC ENVIRONMENT DESIGN



ELEVATION: FRONT

3/4" = 1'-0" 0' 116"

ELEVATION: BACK

3/4" = 1'-0" 0' 116"

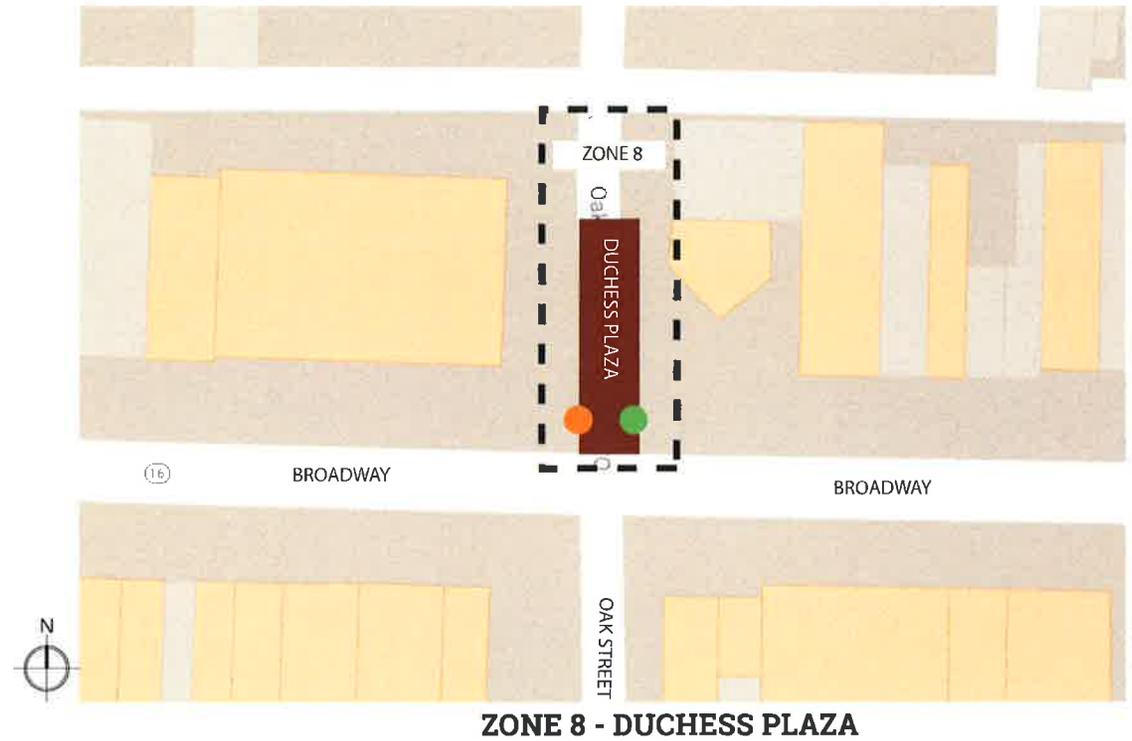
QUANTITY = 2

ZONE 6: DUCHESS PLAZA

BANNER QUANTITY = 2

POLE QUANTITY = 2

- POLE - NO BANNERS (RESERVE FOR SEASONAL EVENTS)
- POLE WITH FRONT FACING NORTH / BACK FACING SOUTH
- POLE WITH FRONT FACING SOUTH / BACK FACING NORTH



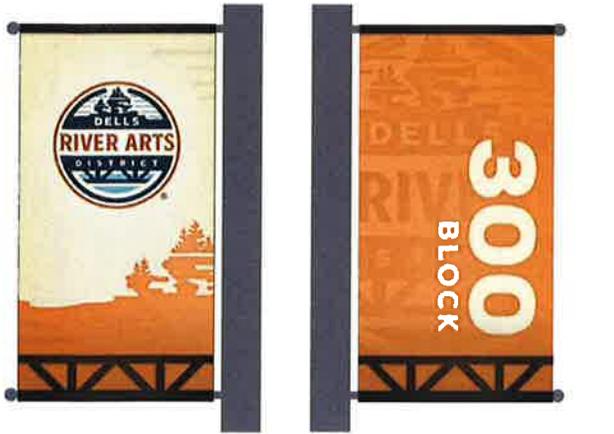
ZONE 8 - DUCHESS PLAZA

MASTER DESIGN

17-WDE-004

CLIENT: CITY OF WISCONSIN DELLS
 DESCRIPTION: ZONE 9 - 300 BLOCK

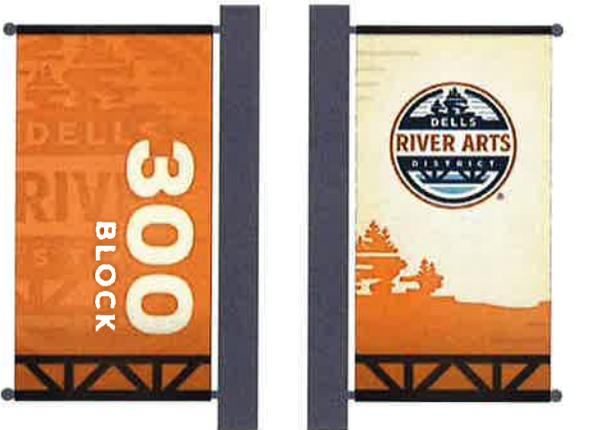
ZEBRADOG
 DYNAMIC ENVIRONMENT DESIGN



ELEVATION: FRONT
 3/4" = 1'-0" 0' 116"

ELEVATION: BACK
 3/4" = 1'-0" 0' 116"

SET #1
QUANTITY = 4



ELEVATION: FRONT
 3/4" = 1'-0" 0' 116"

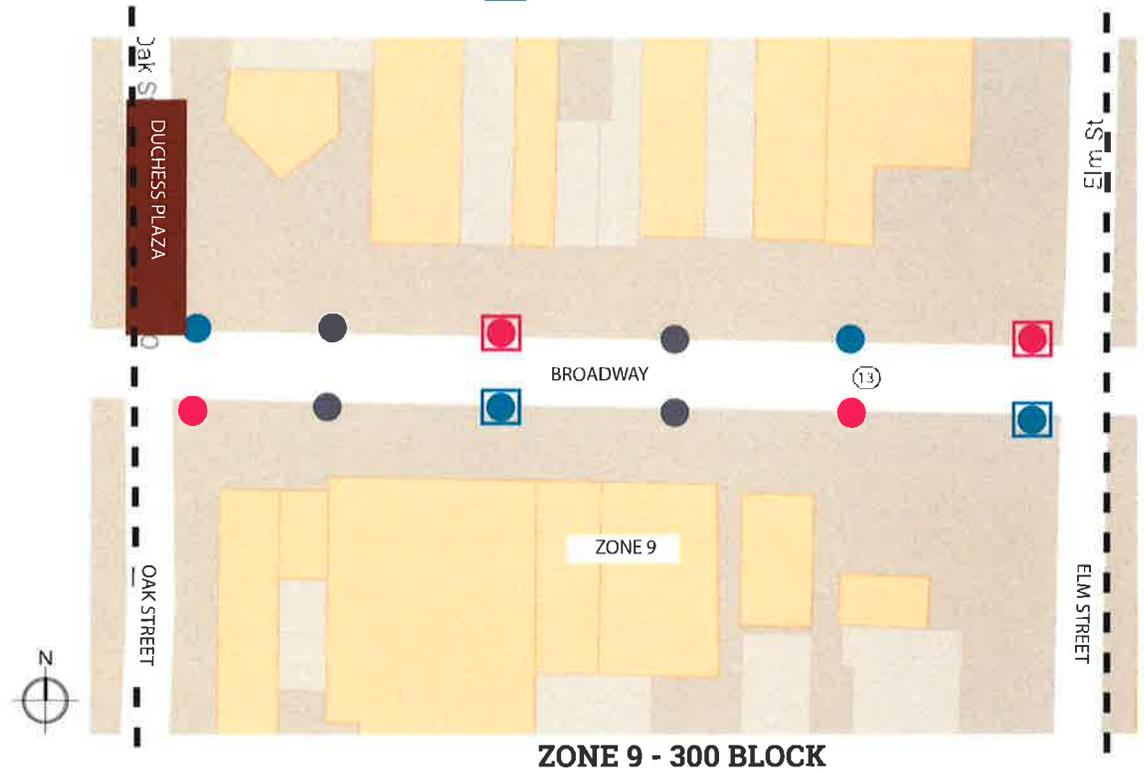
ELEVATION: BACK
 3/4" = 1'-0" 0' 116"

SET #2
QUANTITY = 4

ZONE 7: 300 BLOCK

BANNER QUANTITY = 8
 POLE QUANTITY = 12

- POLE - NO BANNERS (RESERVE FOR SEASONAL EVENTS)
- POLE WITH SET 1 FRONT FACING WEST
- POLE WITH SET 1 FRONT FACING EAST
- POLE WITH SET 2 FRONT FACING EAST
- POLE WITH SET 2 FRONT FACING WEST



ZONE 9 - 300 BLOCK

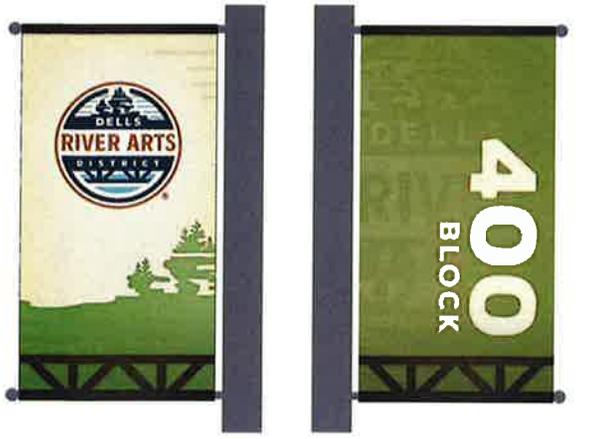
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MASTER DESIGN

17-WDE-004

CLIENT: CITY OF WISCONSIN DELLS
 DESCRIPTION: ZONE 10 - 400 BLOCK

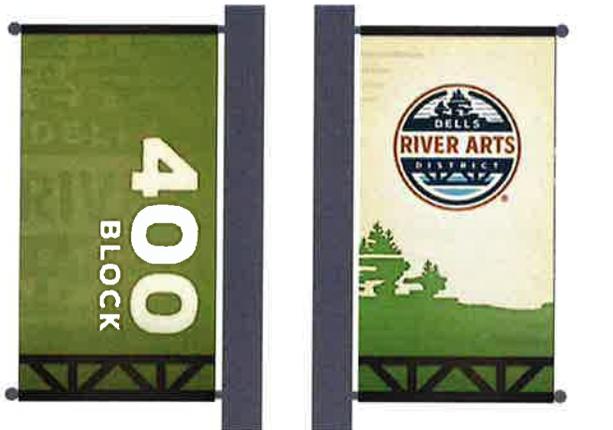
ZEBRADOG
 DYNAMIC ENVIRONMENT DESIGN



ELEVATION: FRONT
 3/4" = 1'-0" 0' 16"

ELEVATION: BACK
 3/4" = 1'-0" 0' 16"

SET #1
QUANTITY = 4



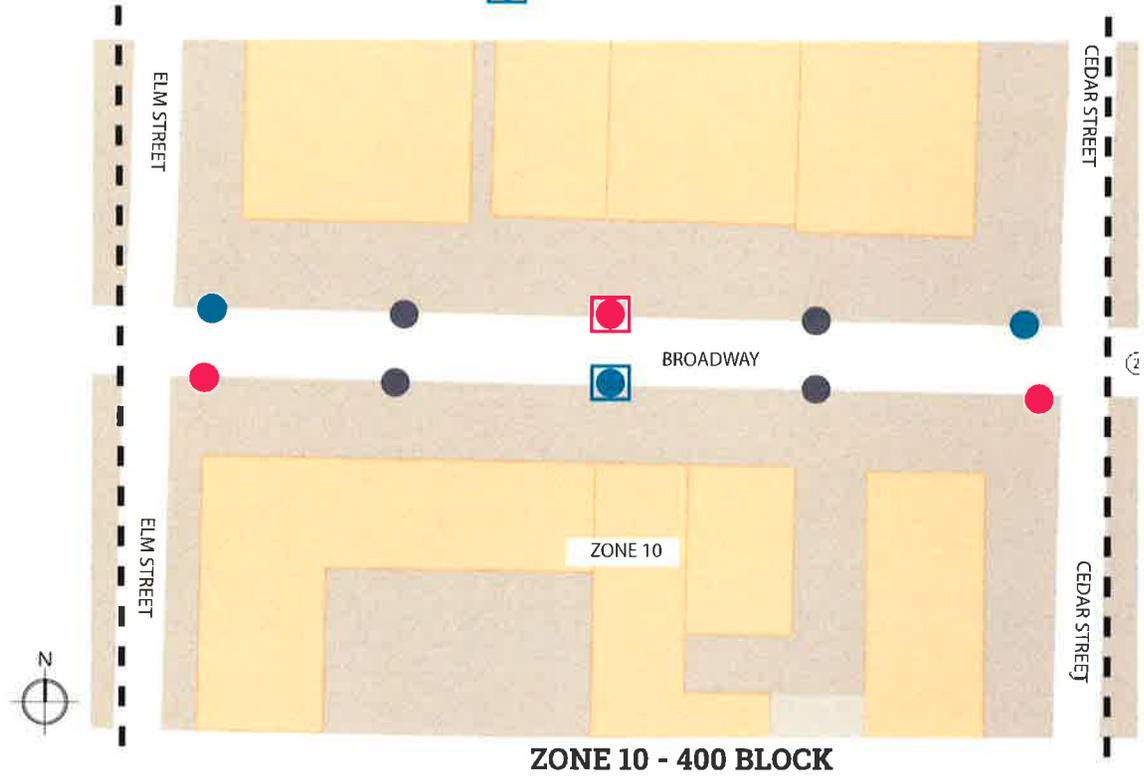
ELEVATION: FRONT
 3/4" = 1'-0" 0' 16"

ELEVATION: BACK
 3/4" = 1'-0" 0' 16"

SET #2
QUANTITY = 2

ZONE 8: 400 BLOCK
 BANNER QUANTITY = 6
 POLE QUANTITY = 10

- POLE - NO BANNERS (RESERVE FOR SEASONAL EVENTS)
- POLE WITH SET 1 FRONT FACING WEST
- POLE WITH SET 1 FRONT FACING EAST
- POLE WITH SET 2 FRONT FACING EAST
- POLE WITH SET 2 FRONT FACING WEST



ZONE 10 - 400 BLOCK

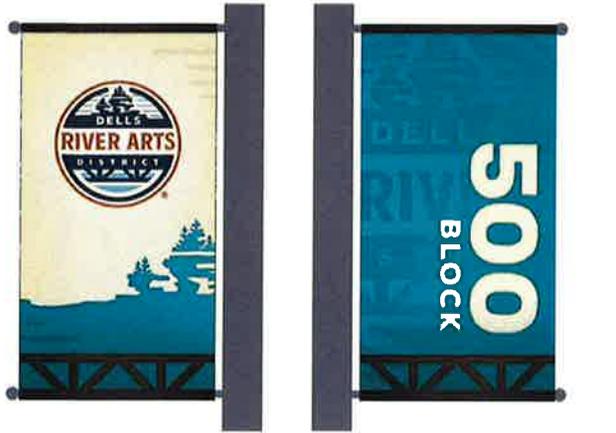
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MASTER DESIGN

17-WDE-004

CLIENT: CITY OF WISCONSIN DELLS
 DESCRIPTION: ZONE 11 - 500 BLOCK

ZEBRADOG
 DYNAMIC ENVIRONMENT DESIGN



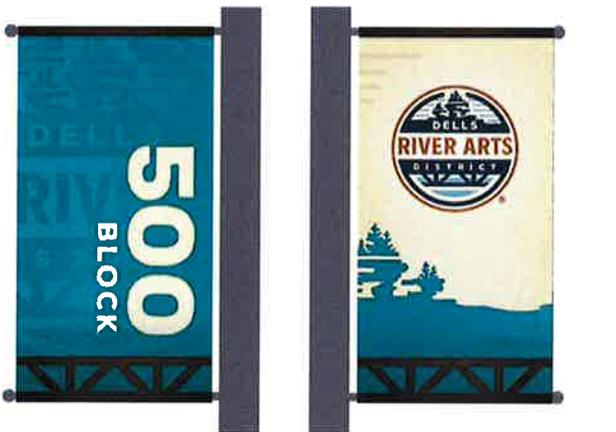
ELEVATION: FRONT

3/4" = 1'-0" 0' 16"

ELEVATION: BACK

3/4" = 1'-0" 0' 16"

SET #1
QUANTITY = 3



ELEVATION: FRONT

3/4" = 1'-0" 0' 16"

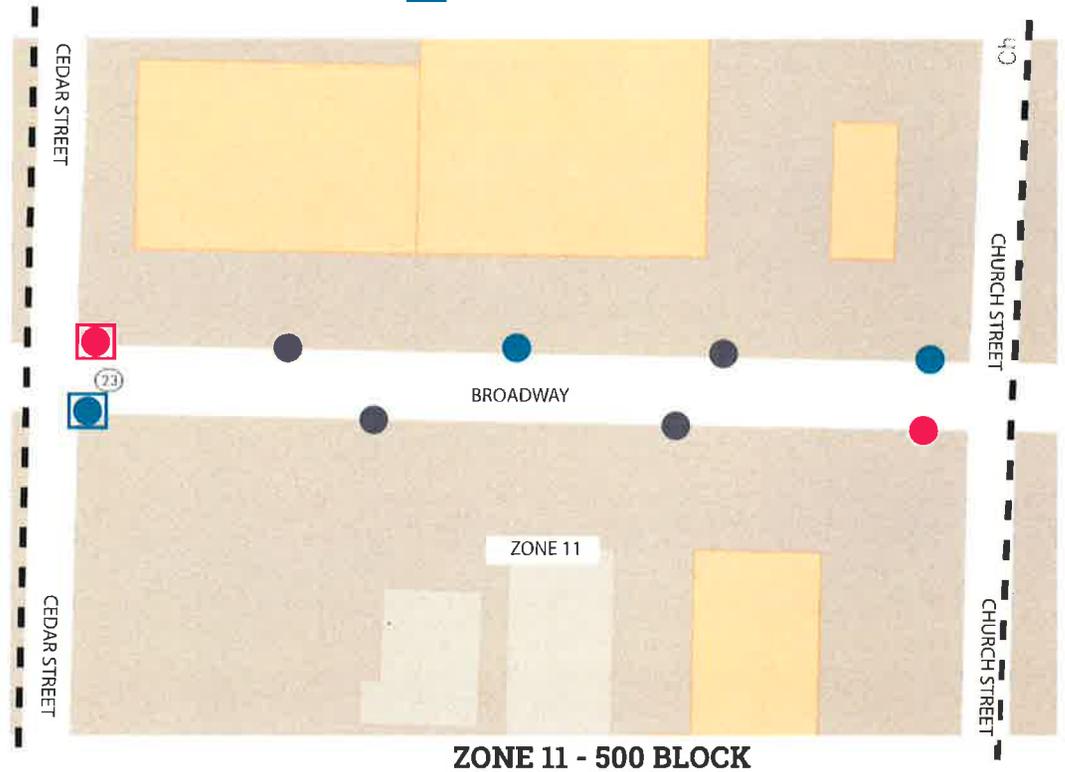
ELEVATION: BACK

3/4" = 1'-0" 0' 16"

SET #2
QUANTITY = 2

ZONE 11: 500 BLOCK
 BANNER QUANTITY = 5
 POLE QUANTITY = 9

- POLE - NO BANNERS (RESERVE FOR SEASONAL EVENTS)
- POLE WITH SET 1 FRONT FACING WEST
- POLE WITH SET 1 FRONT FACING EAST
- POLE WITH SET 2 FRONT FACING EAST
- POLE WITH SET 2 FRONT FACING WEST



ZONE 11 - 500 BLOCK

MASTER DESIGN

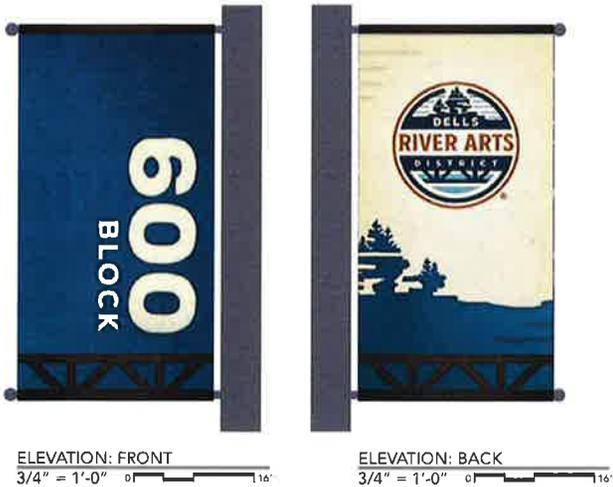
17-WDE-004

CLIENT: CITY OF WISCONSIN DELLS
 DESCRIPTION: ZONE 12 - 600 BLOCK

ZEBRADOG
 DYNAMIC ENVIRONMENT DESIGN



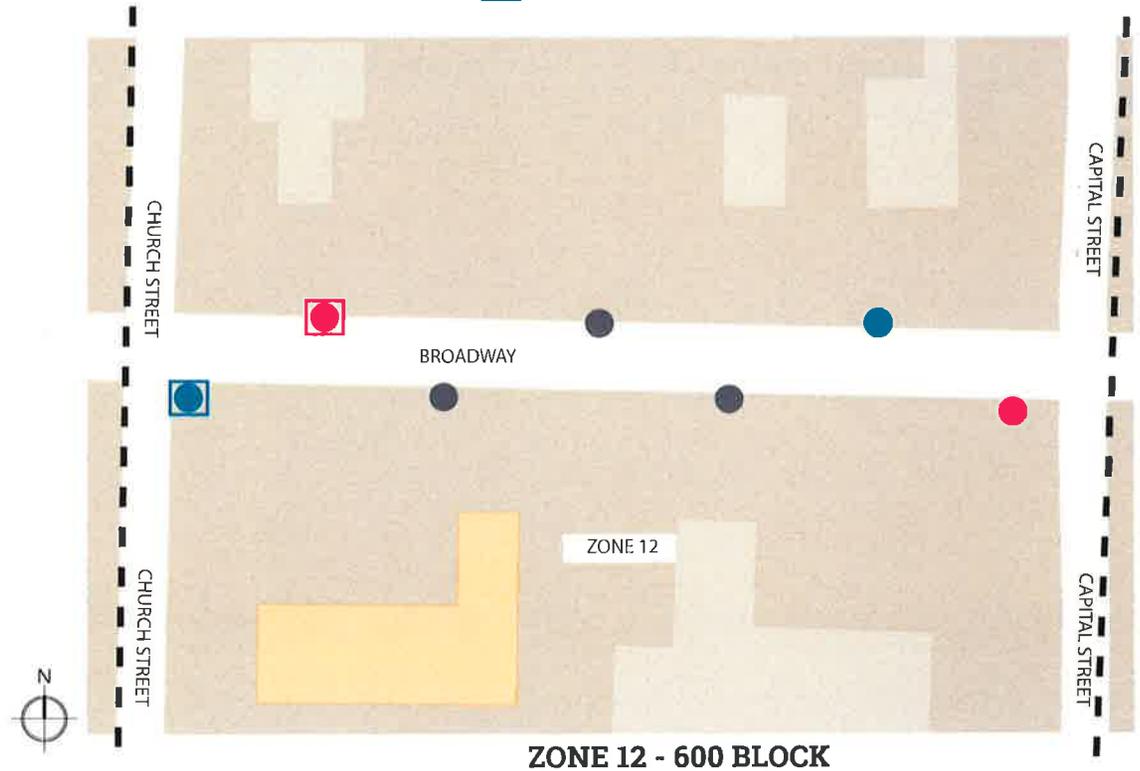
SET #1
 QUANTITY = 2



SET #2
 QUANTITY = 2

ZONE 12: 600 BLOCK
 BANNER QUANTITY = 4
 POLE QUANTITY = 7

- POLE - NO BANNERS (RESERVE FOR SEASONAL EVENTS)
- POLE WITH SET 1 FRONT FACING WEST
- POLE WITH SET 1 FRONT FACING EAST
- POLE WITH SET 2 FRONT FACING EAST
- POLE WITH SET 2 FRONT FACING WEST



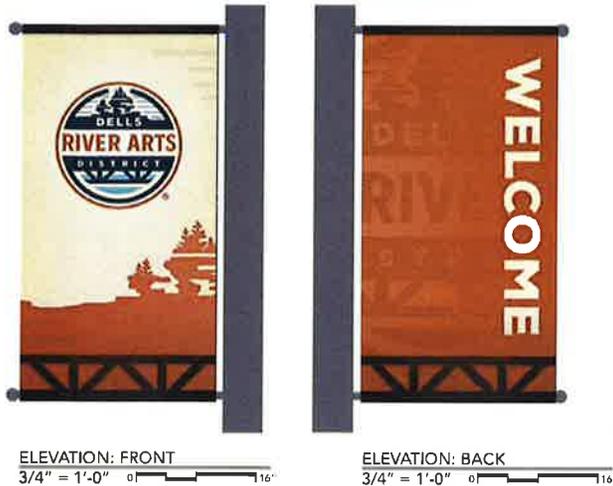
ZONE 12 - 600 BLOCK

MASTER DESIGN

17-WDE-004

CLIENT: CITY OF WISCONSIN DELLS
 DESCRIPTION: ZONE 13 - 700 BLOCK WELCOME

ZEBRADOG
 DYNAMIC ENVIRONMENT DESIGN



SET #1
 QUANTITY = 2

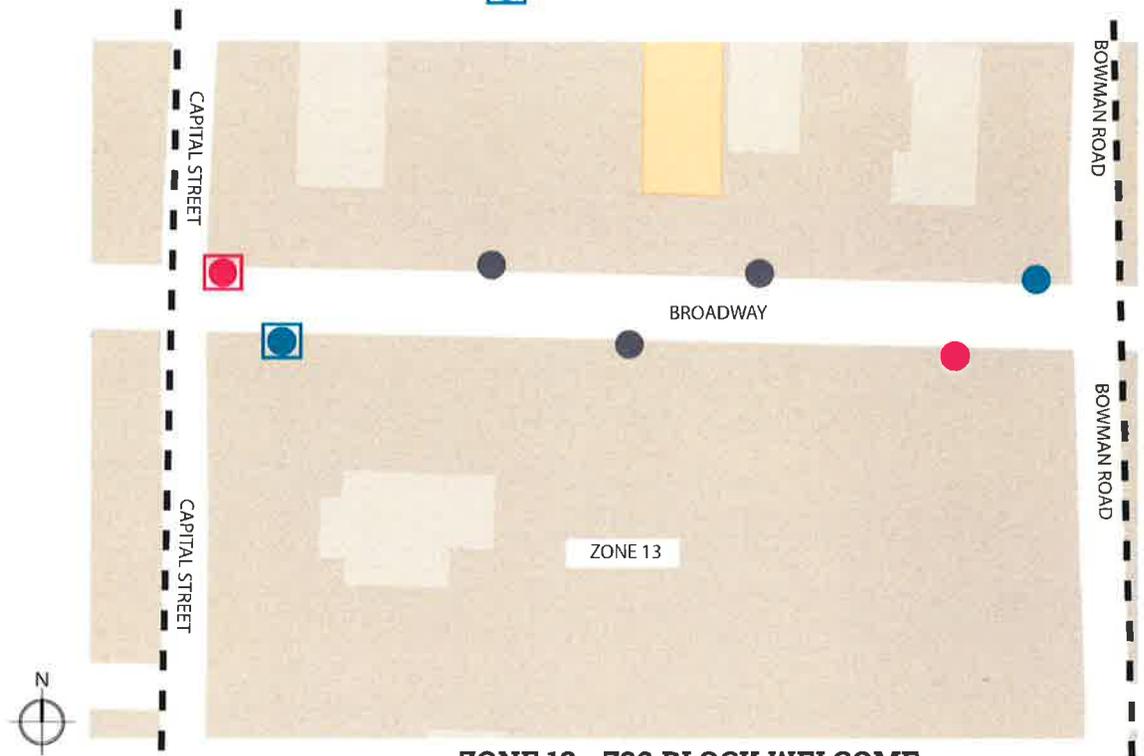


SET #2
 QUANTITY = 2

ZONE 13: WELCOME BLOCK

BANNER QUANTITY = 4
 POLE QUANTITY = 7

- POLE - NO BANNERS (RESERVE FOR SEASONAL EVENTS)
- POLE WITH SET 1 FRONT FACING WEST
- POLE WITH SET 1 FRONT FACING EAST
- POLE WITH SET 2 FRONT FACING EAST
- POLE WITH SET 2 FRONT FACING WEST



ZONE 13 - 700 BLOCK WELCOME

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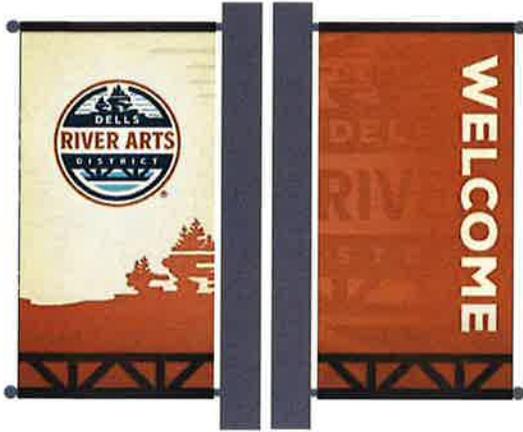
MASTER DESIGN

17-WDE-004

CLIENT:
DESCRIPTION:

CITY OF WISCONSIN DELLS
ZONE 14 - ENTRY FROM HIGHWAY 16

ZEBRADOG
DYNAMIC ENVIRONMENT DESIGN



ELEVATION: FRONT
3/4" = 1'-0" 0' 1.16"

ELEVATION: BACK
3/4" = 1'-0" 0' 1.16"

SET #1
QUANTITY = 5



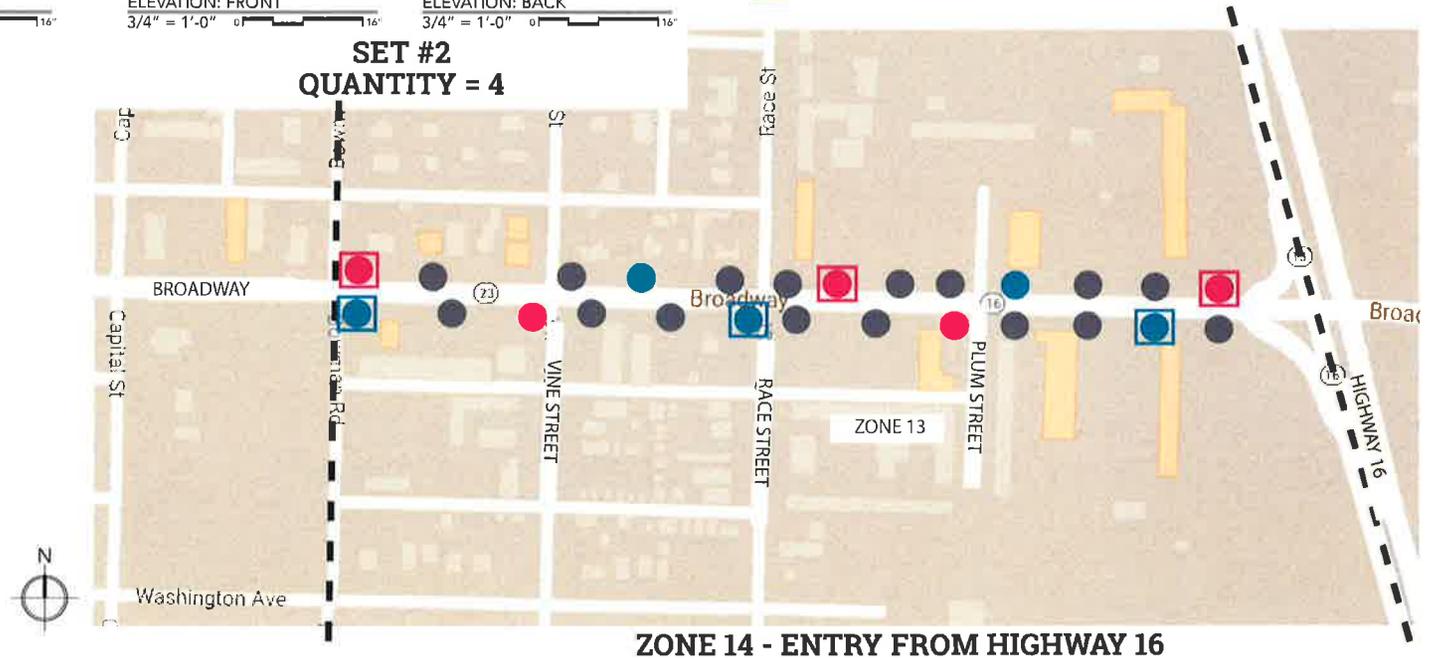
ELEVATION: FRONT
3/4" = 1'-0" 0' 1.16"

ELEVATION: BACK
3/4" = 1'-0" 0' 1.16"

SET #2
QUANTITY = 4

ZONE 14: ENTRY FROM HIGHWAY 16
BANNER QUANTITY = 10
POLE QUANTITY = 26

- POLE - NO BANNERS (RESERVE FOR SEASONAL EVENTS)
- POLE WITH SET 1 FRONT FACING WEST
- POLE WITH SET 1 FRONT FACING EAST
- POLE WITH SET 2 FRONT FACING EAST
- POLE WITH SET 2 FRONT FACING WEST



ZONE 14 - ENTRY FROM HIGHWAY 16

HISTORY

The City of Wisconsin Dells has asked Zebradog (ZD) to provide a scope of services for fabricating and installing the banner program presented July 19, 2017 (See page 2 for a reference). This document summarizes the remaining scope of work related to implementing the new banner program throughout the Dells River Arts District.

5 DELIVER

IMPLEMENTATION PHASE

During the DELIVER phase, we guide the progress of the work and facilitate any changes that may be required by managing the integration process to determine that the project is being installed according to the plans and specifications and meeting desired design intent. All physical items are produced and installed. Upon completion of this phase, we thoroughly inspect the project to ensure that it has been completed according to the desired design direction and specifications. Punch lists are developed (as needed) to allow for resolution of any outstanding gaps in functionality, errors in fabrication, performance issues and overall quality concerns.

SCOPE / GOALS

- One (1) on site meetings with client to finalize all content and locations for banners with client
- One (1/2) day on site to field verify final site conditions / prep for integration
- Finalize construction documentation and rebid as necessary
- Finalize fabrication and installation budget
- One (1) on site meeting with selected vendor to walk through scope and placement of banners
- Review / approve material/ color samples
- Print / produce graphics - pricing is based on Rainbow's quote for pressure sensitive vinyl
- Schedule installation
- Supervise installations - one (1) day on site

TIMELINE: 3-4 MONTHS

PROPOSAL

9 OCTOBER 2017 | CITY OF WISCONSIN DELLS | Banner Fabrication & Installation | Chris Tollaksen - (608) 253-2542

DELIVERABLES

- Online meetings, site visits, vendor meetings (as needed)
- Fabrication and installation of banners

NOT INCLUDED

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



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

PROPOSAL

9 OCTOBER 2017 | CITY OF WISCONSIN DELLS | Banner Fabrication & Installation | Chris Tollaksen - (608) 253-2542

Wisconsin Dells Banners-ZD to Procure Banners and Project Manage						
Item #	Exhibit	Description	Qty	Fabrication & Installation (includes 25% markup)	High Resolution Production, Content Procurement & Production Management	Total Production, PM Fabrication & Installation
1	Banner Program	high resolution art for 8 unique designs and 3 different sizes	1	0	12,825	\$12,825
		fabrication and installation of 27" x 54" pressure sensitive vinyl to existing aluminum banners	80	25,000	0	\$25,000
				25,000	12,825	\$37,825
	Misc.	1/2 day onsite to review final locations- 2 ZD staff members	1		1,200	\$1,200
		1 day onsite to supervise installation	1		1,200	\$1,200
		mileage - 4 trips			264	\$264
					2,664	\$2,664
	Total Fabrication & Installation			\$25,000	\$15,489	\$40,489

HISTORY

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

5 DELIVER

IMPLEMENTATION PHASE

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

SCOPE / GOALS

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

TIMELINE: 4-5 WEEKS

PROPOSAL

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

DELIVERABLES

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

NOT INCLUDED

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



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

PROPOSAL

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

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

PROPOSAL

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

SUMMARY / SCOPE OF WORK

DELIVER (DESIGN FILES ONLY)

\$15,357

(Anticipated expenses included in the total above)

PAYMENT TERMS

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



13 APRIL 2018

SUBMITTED: MARK SCHMITZ, ZEBRADOG

ACCEPTED (PLEASE SIGN AND DATE)

Wisconsin Dells Banners-Downtown to Bridge

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

Wisconsin Dells Banners-Lower Dells Stoplight to Bridge

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

Wisconsin Dells Banners-ZD to Procure Banners and Project Manage

Item #	Exhibit	Description	Qty	Net Pricing	Fabrication & Installation (Includes 25% markup)	High Resolution Production, Content Procurement & Production Management	Total Production, PM Fabrication & Installation
1	Banner Program	high resolution art for 8 unique designs and 3 different sizes	1		0	12,825	\$12,825
		fabrication and installation of new 2-sided aluminum composite panel banner sign face for downtown blocks	60	16,170	20,213	0	\$20,213
		fabrication and installation of new 2-sided aluminum composite panel banner sign face from lowr dells stoplight to railroad bridge	32	16,730	20,913		\$20,913
				32,900	41,125	12,825	\$53,850
	Misc.	1/2 day onsite to review final locations- 2 ZD staff members	1			1,200	\$1,200
		1 day onsite to supervise installation	1			1,200	\$1,200
		mileage - 4 trips				264	\$264
						2,664	\$2,664
	Total Fabrication & Installation			\$32,900	\$41,125	\$15,489	\$56,614

Nancy Holzem

From: Chris Tollaksen
Sent: Friday, April 13, 2018 2:31 PM
To: Karen Terry; Nancy Holzem
Subject: Zebra Dog banners

Looking at this, I would like to but in a little bit of a contingency to try to reduce the need to come back. I think the ZD number is solid, but fabrication may need to be bid and/or something could come up. I would like to ask for \$51,547, considering a 10% contingency for fabrication/installation.

Zebra Dog Design = \$15,357
Banners lower Dells through Bridge = \$16,730
Banners Downtown = \$16,170
Sub-total = \$32,900
10% contingency = \$ 3,290

Total = \$51,547

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

CITY OF WISCONSIN DELLS
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 their April 17, 2018 meeting,

IT APPROVES the Riverwood Eagle's Nest Extended and Restated Development Agreement which adds Phase 1B.

Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: _____ ayes, _____ nays _____ abs.
Date Introduced: April 17, 2018
Date Passed:
Date Published:

Riverwood Eagle's Nest
Extended and Restated Development Agreement

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

RECITALS

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

AGREEMENT

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

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

5. All other terms of the Development Agreement are extended, restated and applied to Phase 1B.

CITY OF WISCONSIN DELLS

Dated: April____, 2018.

_____, Mayor

Dated: April____, 2018.

Nancy R. Holzem, Clerk/ Administrative
Coordinator

RIVERWOOD EAGLE'S NEST, LLC

Dated: April____, 2018.

By: _____
its: _____

Final

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

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

RECITALS

City and Developer acknowledge the following:

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

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

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

AGREEMENTS

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

SECTION 1. Project Description.

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

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

SECTION 2. Developer Obligations.

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

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

SECTION 3 City Obligations.

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

SECTION 4. Financial Assistance.

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

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

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

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

SECTION 5. Tax Status.

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

SECTION 6. Improvements.

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

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

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

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

SECTION 8. Miscellaneous Terms.

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

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

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

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

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

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

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

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

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

CITY OF WISCONSIN DELLS



Dated: August 4, 2017.

Brian L. Lander
Brian L. Lander, Mayor

Dated: August 4, 2017.

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

RIVERWOOD EAGLE'S NEST, LLC

Dated: August 4, 2017.

By: *Steven Cowan* STEVEN COWAN
its: MANAGING MEMBER

STEVE Cowan Come Before Title:

Date: 8-4-17

Jeffrey A. [Signature]

expires: 7-13-18



Legal Land Description and Tax Keys

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

A parcel of land located in part of Government Lot Five (5) and part of the Northwest Quarter of the Southeast Quarter and Block Thirteen (13), Ramsays Addition, all in Section 10, Township 13 North, Range 6 East, City of Wisconsin Dells, Columbia County, Wisconsin, which is bounded by a line described as follows: Commencing at the South one quarter corner of said Section 10; thence North 30°01'03" West, 758.29 feet to the Northeast corner of Columbia County Certified Survey Map No. 1308; thence North 89°50'58" West, 1007.44 feet along the North line of said CSM extended and on the South line of the recorded Riverwood Condominium Plat to a meander corner; thence North 06°31'54" East, 475.73 feet along a meander line for said Condominium Plat to a point on the North line of said Plat, 95 feet more or less, from the waters edge of the Wisconsin River; thence North 10°08'07" East, 443.15 feet along a meander line to a point 72 feet more or less from said water's edge; thence North 42°47'00" East, 553.94 feet along a meander line; thence North 17°39'00" East, 50.03 feet along a meander line to a point which is 287 feet more or less from said water's edge and the point of beginning of this description; thence continuing along said meander line North 17°39'00" East, 842.75 feet to a point 319 feet more or less, from said water's edge; thence North 09°33'59" East, 285.73 feet along a meander line 305 feet more or less from said water's edge; thence North 42°24'21" West, 596.37 feet along a meander line 35 feet more or less from said water's edge; thence North 47°35'39" East, 50 feet to the South right of way of the Canadian Pacific Railroad; thence South 42°24'21" East, 1920 feet along said right of way; thence along the arc of a curve concave to the Northeast, a radius of 2914.70 feet (the chord of which bears South 44°07'46" East, 175.34 feet) a distance of 175.37 feet along said right of way; thence South 11°56'44" West, 181.41 feet along the West right of way of Bowman Road; thence North 74°19'10" West, 1305.02 feet to the point of beginning. Including all lands between the meander line and the Easterly Water's Edge of the Wisconsin River.

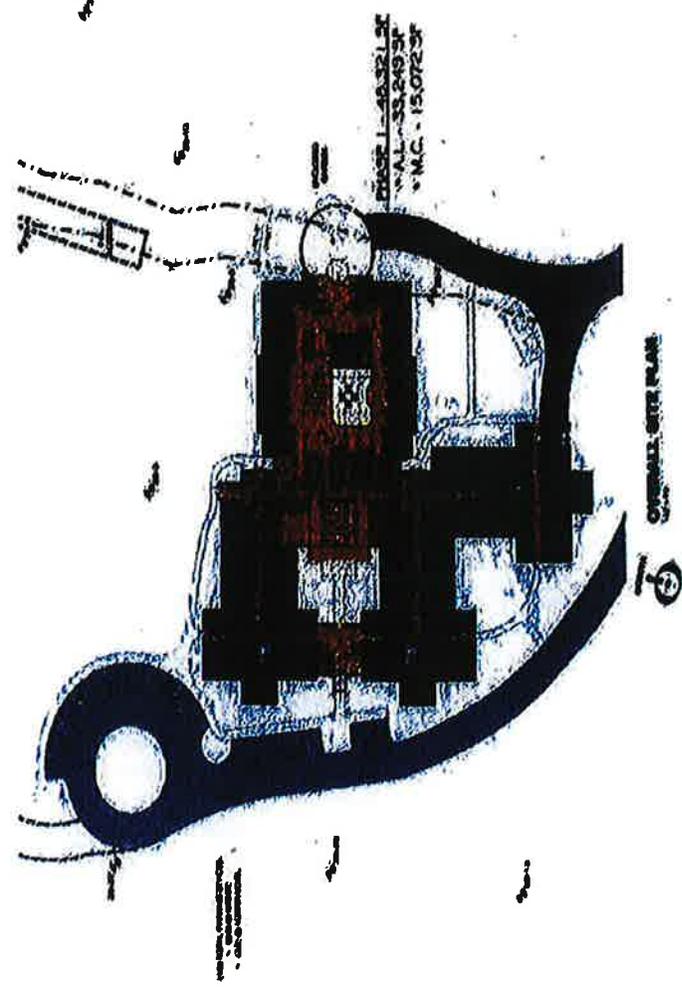
EXHIBIT B

Senior Living Community Development Phases

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



EXHIBIT C-2



3/21/77

RIVERWOOD/ENGLES/NEST

EXHIBIT

C3

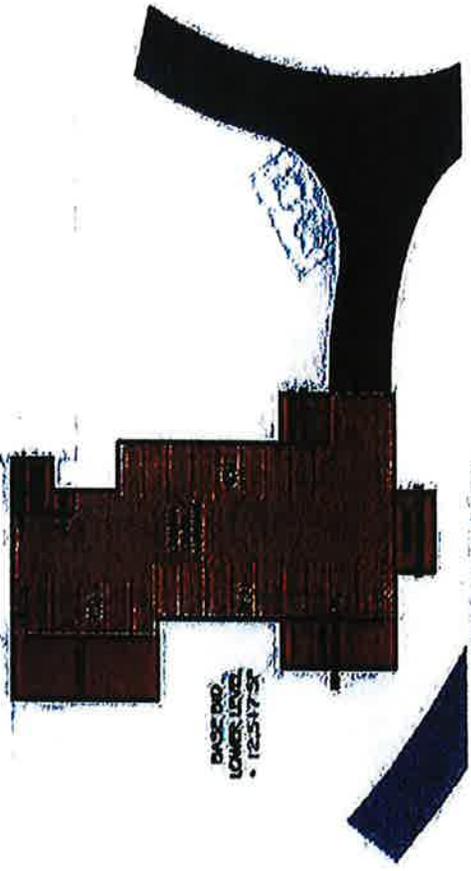


3/21/17

1100 W. 10TH ST. W

RIVERWOOD ENGINEERS, INC.

1/4/2017 2:11:20 PM



-SUB ON GRADE

ALT. 2ND LOWER LEVEL
• 7,300' 3"

-SUB ON GRADE

BASE 2ND LOWER LEVEL
• 12,377' 5"

Exhibit D Additional Contingencies

Approval of this PDD should come with the following contingencies:

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

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

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

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

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

TID #3 Priority Debt Obligations

TID #3 Priority Debt:

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

2019 G.O. Notes - \$1,600,000

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

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

Total TIR #3 - \$18,330,000 as of 01/01/2018

EXHIBIT

F

SITE PLAN APPLICATION
Wisconsin Dells, Wisconsin

EXHIBIT
B

Me. csiao Eebn ary 27 2005

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

May31,2017

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

SITE PLAN APPLICATION
Wisconsin Dells, Wisconsin

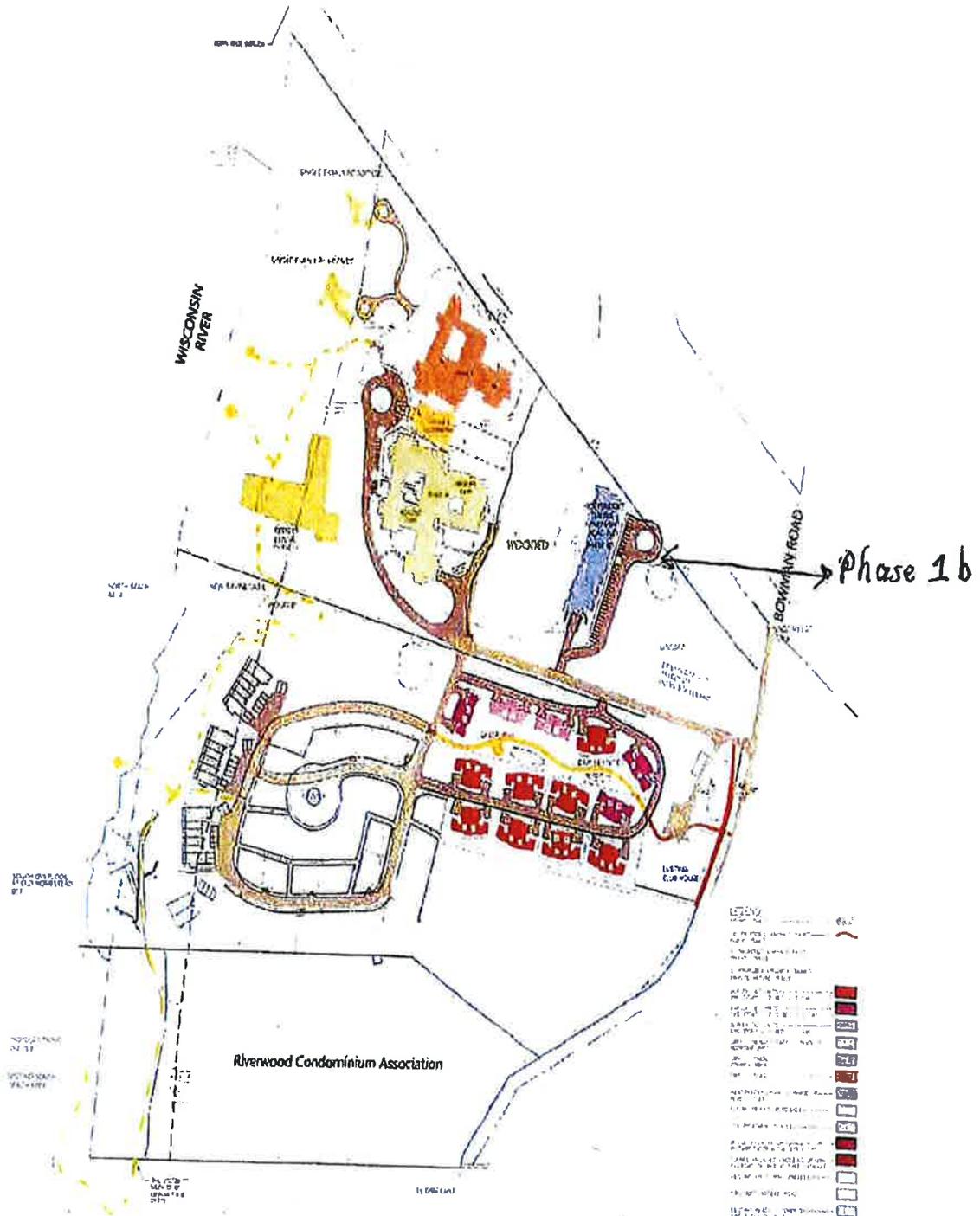
						available to residents, guests and City residents using the path
12.10 Recreational trail						Phases 1 (a) and 1 (b)
12.11 Sports/Fitness		Phases 1 (a) and 1 (b) Recreation rooms	Phases 1 (a) and 1 (b) Recreation rooms			Phases 1 (a) and 1 (b) Senior-specific outdoors recreation and sports areas are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



EXHIBIT

C

Phase 1b



Riverwood Condominium Association

SITE PLAN
RIVERWOOD EAGLES NEST LLC
SOUTHSHORE PLAZA SQUARE

LEGEND

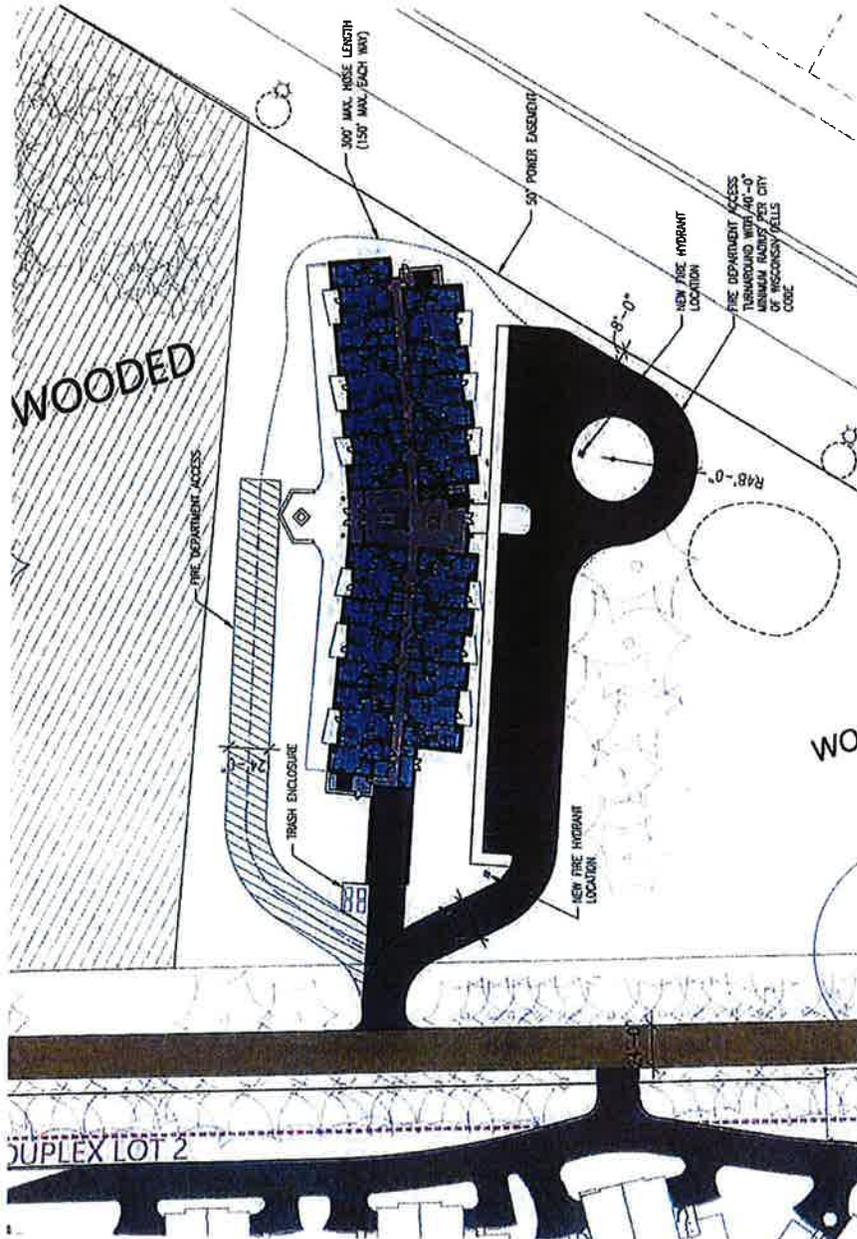
Phase 1a	[Symbol]
Phase 1b	[Symbol]
Phase 1c	[Symbol]
Phase 1d	[Symbol]
Phase 1e	[Symbol]
Phase 1f	[Symbol]
Phase 1g	[Symbol]
Phase 1h	[Symbol]
Phase 1i	[Symbol]
Phase 1j	[Symbol]
Phase 1k	[Symbol]
Phase 1l	[Symbol]
Phase 1m	[Symbol]
Phase 1n	[Symbol]
Phase 1o	[Symbol]
Phase 1p	[Symbol]
Phase 1q	[Symbol]
Phase 1r	[Symbol]
Phase 1s	[Symbol]
Phase 1t	[Symbol]
Phase 1u	[Symbol]
Phase 1v	[Symbol]
Phase 1w	[Symbol]
Phase 1x	[Symbol]
Phase 1y	[Symbol]
Phase 1z	[Symbol]





© COPYRIGHT 2014, GEORGINA ARCHITECTS, LLC

EXHIBIT
E



PARKING COUNTS

SURFACE LOT:	36 STALLS INCLUDING 2 ADA STALLS
LOWER LEVEL:	44 STALLS INCLUDING 3 ADA STALLS
TOTAL:	74 STALLS INCLUDING 5 ADA STALLS

PHASE 1B SQUARE FOOTAGES

LOWER LEVEL:	20,362 S.F.
FIRST FLOOR:	20,083 S.F.
SECOND FLOOR:	21,270 S.F.
THIRD FLOOR:	21,270 S.F.
TOTAL GROSS S.F.:	83,985 S.F.

NOTE: SECOND AND THIRD FLOOR SQUARE FOOTAGES INCLUDE ALL INCLUDES FROM PUBLIC AREAS AND FINISH FLOOR.

PHASE 1B - INDEPENDENT LIVING
APARTMENTS RCAC-FLEX

RIVERWOOD EAGLES NEST LLC
WISCONSIN DELLS

5113 ST. E. FLOOR PLAN



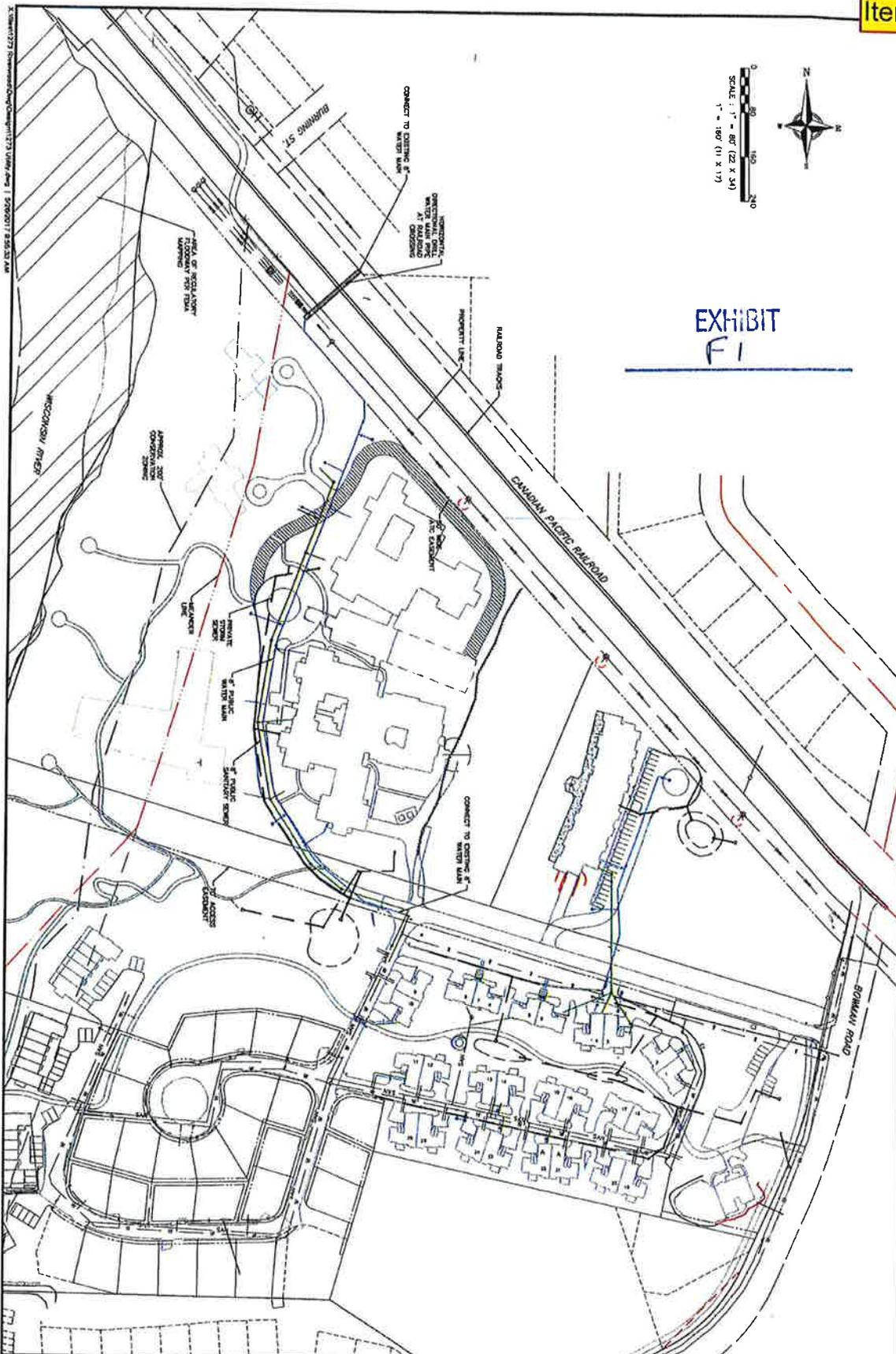


EXHIBIT
F1

C400	RIVERWOOD DEVELOPMENT OVERALL UTILITY PLAN	PROFESSIONAL ENGINEERING <small>LLC</small>	818 N Meadowbrook Ln Waukegan, WI 53597 phone (808) 849-9378 www.pe-wi.com	ISSUANCE/REVISED	DATE
	WISCONSIN DELLS, WISCONSIN		DESIGN DEVELOPMENT	02-16-12	

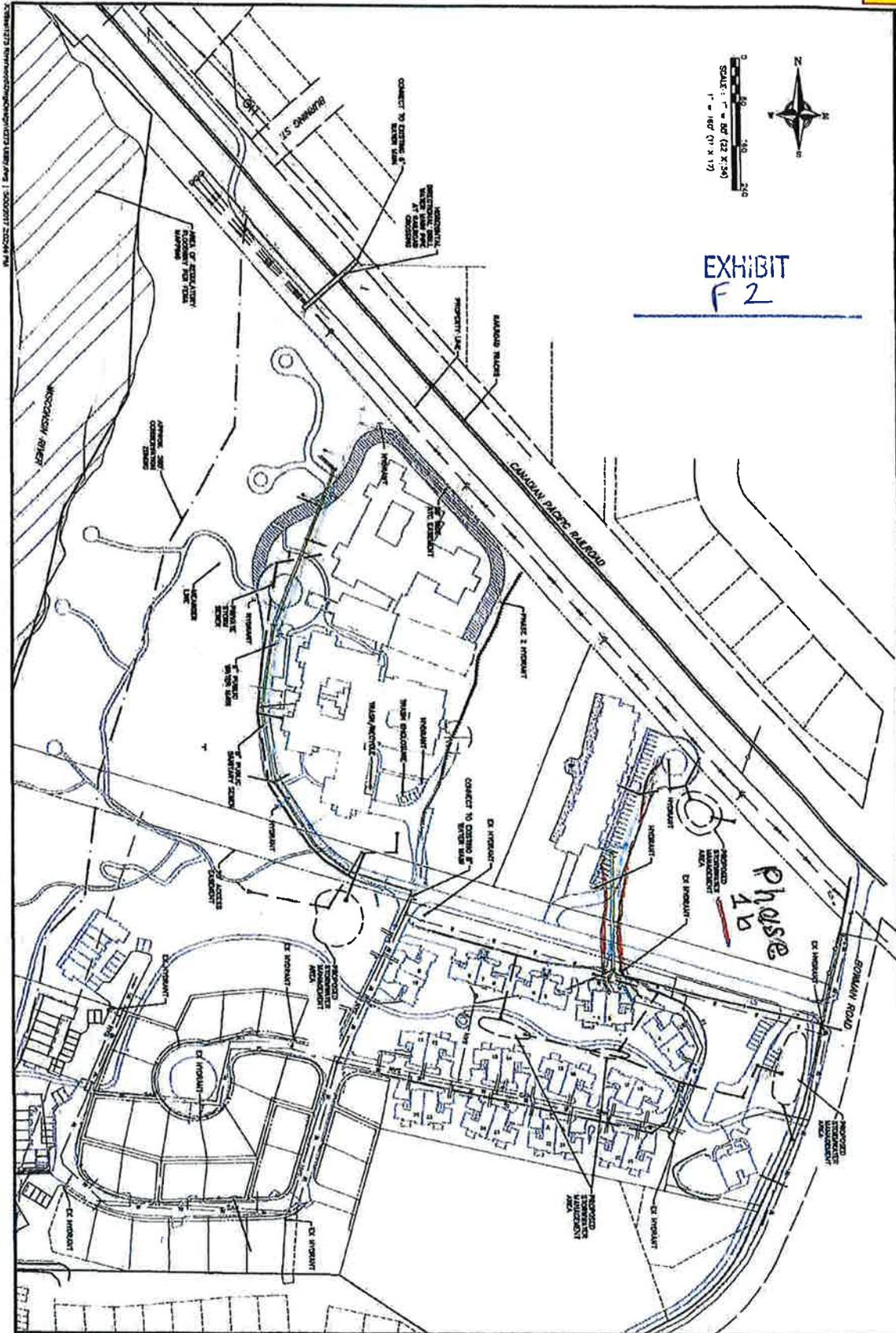


EXHIBIT
F2

<p>C400</p>	<p>RIVERWOOD DEVELOPMENT OVERALL UTILITY PLAN</p>	<p>PROFESSIONAL ENGINEERING LLC</p>	<p>618 N Meadowbrook Ln Wausau, WI 53597 phone (608) 548-9378 www.pe-wi.com</p>	<p>DESIGNED BY: [blank] DATE: 05-30-17</p>
	<p>WISCONSIN DELLS, WISCONSIN</p>		<p>DATE: [blank] BY: [blank]</p>	

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

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

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

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

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

EXHIBIT
G

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 April 9, 2018 meeting;

IT APPROVES the Site Plan application submitted by Riverwood Eagle's Nest LLC for construction of Phase 1B, a 38 unit 3-story independent living and RCAC-flex apartments, of their senior community development, at 103 Bowman Road with the following contingencies and recommendations:

1. The utility easements within the facility do not hold the City responsible to repair any improvements above the utilities (i.e. pavement or landscaping)
2. Any public utilities within the development meet City standards, are approved by the City, and utility easements approved by the City are recorded.
3. Any underground facilities to be dedicated to the City are GPS and the City is provided adequate mapping of the facilities that is compatible with the City's GIS mapping system.
4. Fire lanes are accepted by the Fire Chief.
5. The developer is responsible to correct any storm water nuisances that their development creates.
6. Adequate buffers are established and/or maintained between the development and neighboring properties
7. The developer cooperates with the City to resolve any nuisances that may result from this development.
8. All final utility plans (water, electric, sanitary and storm sewer) are provided to the City for review and approval prior to the commencement of any construction.
9. Any site improvements not part of this plan shall be approved by City staff at their sole discretion.
10. Storm water is not allowed to run on Bowman Rd. or anywhere else where it would cause a nuisance or damage. The developer is responsible for upsizing downstream culverts and installing additional erosion control measures if required.
11. Final Fire Hydrant locations are approved by the Fire Department
12. The developer shall provide final, written documentation of their right to install the new water main under the railroad tracks before a building permit is issued for the 3-story apartment building.
13. Occupancy of the building will not be granted unless all utilities (water, electric, sanitary and storm sewer, and storm water management) are installed and approved by the City.
14. Occupancy of the building will not be granted unless the water main loop is completed.
15. Parking stalls and drive aisles meet the City Zoning code standards (9'x19').
16. The developer shall not be eligible for any occupancy permits or incentive payments unless all construction is completed and accepted.

Brian L. Landers, Mayor

Nancy R. Holzem, City Clerk

Vote: ___ ayes; ___ nays ___ abstention

Date Introduced: April 17, 2018

Date Passed:

Date Published:

Staff Report
Riverwood
Phase 1B Specific Site Plan (SSP) – 3-story apartment building.
City of Wis. Dells Plan Commission, 4/09/2018

The City has received a Site plan application for the Specific Site Plan of Phase 1B of the Development. Phase 1B is the 38 unit 3-story Independent Living (IL)/RCAC-Flex apartments.

In November 2016 Riverwood Eagle's Nest, LLC had requested a zoning map change to re-zone the Riverwood Eagle Watch Condominiums and the associated Phase II and Phase III condominium expansion lands from R-5 Residential – multi-family to Planned Development District 2. The applicant would like to develop a 50+ senior living community that will provide independent living, assisted care, memory care, and medical services. The development will also include food, recreation, and wellness activities; as well as worship, meeting, and social areas. Overnight lodging will also be made available in the development for its resident families and guests.

Last year this development received approval of the General Development Plan and the Phase 1A Site plan. The current request will be in addition to the Phase 1A development that was approved last year. During the approval process for the GDP and the Phase 1A Site plan, the City Council chose not to include a requirement for a secondary emergency access. This condition was only one of several conditions recommended by the Plan Commission. It should be clarified that all the other recommended conditions apply to the GDP, Phase 1A, and Phase 1B and are listed as items 1-10 below.

Phase 1A consisted of one single story development containing: 30 Assisted Living unit, 22 Memory Care units, and 13 Independent Living duplexes (totally 26 apartment) with a Community Nook (coffee and grab-and-go food) and a Telemedicine Suite (clinical exam rooms, office space and waiting area).

It is also noted that a Developers Agreement was approved last year. This agreement was specifically for Phase 1A and did not include Phase 1B.

The application and plans submitted for Phase 1B appear to be almost identical to the information provided as part of the GDP. The City has never received more than preliminary utility plans for this development. It does not appear any significant progress has been made on the final utility or storm water plans. Any approval should be contingent on City staff approval of all finalized plans. Two of the main utility concerns are the looping of the water main to the area and the location of fire hydrants. The construction of a 3 story, senior apartment building raises these concerns even more. As such, no building permit will be issued to the developer until final utility plans have been approved by City staff. Final plans include all documentation of land rights for any part of the approved plan. It should also be clear, that any construction that is not completed per the approved plans, will be considered in violation of plan approval and not eligible for occupancy or incentive payments.

It is preferable for the City to have a completed Storm Water Management plan to review with the Site plan application. The developer has stated that the Storm water management plan for Phase 1A is not complete, and has provided only preliminary information about the Storm water plan. No additional Storm water plan information was provided for Phase 1B.

Initially, it was indicated that most storm water would flow directly from this site westerly to the Wisconsin River. As the storm water would not pass by or through any other property, it seemed adequate to allow the storm sewer system to be developed to DNR standards. There is some concern that the private roads could have frequent flooding and wash out issues due to the apparent increase in larger rain fall events recently. During the PDD review the City indicated it may require storm water

capacities around the roads in excess of State minimum requirements. It has also been stated that the developer intends to send a significant amount of its storm water east to cross Bowman Rd. and enter the wet-lands on the east side of Bowman Rd. The basic preliminary sketch of the storm water plan indicates that all of the storm water from the duplex development area will be directed towards Bowman Rd. and discharged just north of the Clubhouse. This water will run to an existing smaller culvert that crosses a private drive immediately south of the clubhouse. Another smaller culvert then carries the storm water from the private drive across Bowman Rd to the east toward the wetland. If the existing culverts are overcome with storm water, the developer will be responsible for up sizing these existing culverts. The culvert discharge on the east side of Bowman Rd appear to be on top of a significant hill that drops down to the wetland below. If erosion (or any other) storm water problems arise the developer will be responsible for installing additional rip rap or other erosion control measures.

Especially given that a full Storm water management plan has not been provided with the Site plan application, it should be made clear that all storm water facilities in this development are the responsibility of the developer. The developer is responsible to correct any storm water nuisances that this development may create. The developer has stated that their storm water management plan will control the 100 year storm event to pre-development levels.

There have already been storm water washout issues on Bowman Rd, so the City will require that the Bowman Rd crossing be designed to handle a high storm event. Historically, there have been storm water issues from the developed portion of the existing Phase II of the Riverwood development having an adverse effect on the original Phase I Riverwood development. These issues appear to have been privately corrected, but this development shall ensure that its storm water does not have an adverse effect on the property to the south, or any other property.

Generally, City owned main line water and sewer utilities are located within the road ROW. While the roads of this development will remain private, the developers intend to engineer and install the water and sewer utilities to City specifications and then turn those utilities over to the City with easements to allow City access to maintain the utilities. The details of these easements must be ironed out and may be applied to the existing utilities, some of which may not be located in the roadway. As such, the utility easements shall allow City vehicles access onto and through the property to access these easement. The City should not be liable for any surface damage that may occur when accessing the water, sewer, or other utilities for maintenance purposes. The City has made a significant investment in a GIS mapping system to accurately map all public utilities. Prior to dedicating the any underground facilities to the City, the developer has provide the City with accurately GPS maps of the facilities that is compatible with the new City mapping system.

As a standard issue with all new development, the City wants to ensure that proper buffers exist between the new development and existing properties. It appears the neighboring properties to the north and south would be the main concern. This development proposes duplexes neighboring the property to the south, which do not seem likely to create a nuisance. The apartments to the north would be more of a concern, but the RR row provides an additional approximately 150' set-back between the apartments and the neighboring residents. Still, efforts should be made to maintain as many of the existing mature trees as possible to retain a buffer, and additional buffering may be requested if deemed prudent by the City.

The 3-story building proposed for Phase 1B would appears more likely to affect the neighbors north of the RR tracks.

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

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

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

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

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

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	300
Receipt number	63803
Application number	SP 4-2018

1. Applicant information

Applicant name	Riverwood Eagle's Nest, LLC
Street address	103 Bowman Road
City	Wisconsin Dells
State and zip code	WI53965
Daytime telephone number	262 388-2418 or 608 829-3450
Fax number, if any	
E-mail, if any	mary@riverwoodlistens.com or steve@riverwoodlistens.com

2. Subject property information

Street address	103 Bowman Road, Wisconsin Dells, WI 53965	
Parcel number	11291-2200, 1903 & 11291-2200, 1902 (see attached language)	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)	PDD#2 with R-5 residential multi-family, refer to the zoning use table located at the end of this application for a detailed list of zoning uses for phases 1(b)	
Describe the current use	The parcels are currently vacant.	

3. Proposed use. Describe the proposed use.

55 and over senior community that will provide assisted living, memory care and independent living apartments. Phase 1b will include 38 Independent Living (IL)/RCAC-Flex apartments. This will complement Phase 1 a, previously approved, that includes 30 Assisted Living (AL) units, 22 Memory Care (MC) units and 13 Independent Living duplexes (IL) (totaling 26 apartments) with a Community Nook (coffee and grab-and-go food) and a Telemedicine Suite (clinical exam rooms, office and waiting areas).

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

Phase 1(b) will provide 38 Independent Living(IL) RCAC-Flex apartments and will utilize the amenities of Phase 1(a) previously approved. Phase 1 (a) will consist of a Community Nook (coffee and grab-and-go food) and a Telemedicine Suite (clinical exam rooms, lab, office space and waiting area). Additional activities that promote wellness, recreation, art and other activities that enhance a healthy lifestyle will be available. These non-residential uses are primarily for the resident families and guests but will be open to the community. Condos and/or apartments owned by Riverwood Eagle's Nest will be available for families and guests on a short term basis, primarily when visiting a resident. Park-like areas, gardens, a small nursery and trails will be available to residents and their guests.

SITE PLAN APPLICATION

Wisconsin Dells, Wisconsin

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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.

Riverwood is designed as a 55 plus senior community with a 15 mile/ speed limit. As an active lifestyle community, it is designed to promote safety and the aesthetics of the property with paths and trails to take advantage of the woods, natural elevations, beauty and native wildlife that can be found on the site. Lighting will be limited and placed to ensure the safety of the residents as they walk, bike or use golf carts throughout the site.

SITE PLAN APPLICATION

Wisconsin Dells, Wisconsin

Version: February 27, 2008

6. Review criteria. In making its decision, the Plan Commission must consider five factors as listed below. Provide a response to each. (See Section 19.393 of the Municipal Code.)

- a. Consistency of the project with the city's comprehensive plan and neighborhood plan or other subarea plan, if any
Quality senior housing is needed in the community and the 38 Independent Living(IL)/RCAC Flex apartments units are designed to ensure more green space and to maintain the current vegetation and natural aesthetic beauty of the site. When compared with traditional Senior complexes that include Assisted Living, Memory Care and Independent Living units, Riverwood is considered very low density and is appropriate to the surrounding neighborhood.
- b. Effects of the project on traffic safety and efficiency and pedestrian circulation, both on-site and off-site
On site, the entire project will have a 15 mile/hour speed limit. Infrastructure improvements of pathways for bicycles, golf carts and pedestrians as well as improved roadways will allow for safe movement throughout the property. Signage, lighting, landscaping and fencing will also be incorporated to support this. There is predicted to be some increase in traffic along Bowman Road. Plans by the City to clearly mark areas for biking and golf carts to access the downtown Dells should serve to promote safety along the corridor.
- c. Effects of the project on the natural environment
As part of Riverwood's philosophy, building placement complements the current vegetation and topography. The buildings were sited to ensure that mature trees remain in place. An arborist was retained to preserve the mature native species, to remove invasive species and to reintroduce native species once found in the environs of Wisconsin Dells and to help design an on-site nursery that will be managed by our residents. Both the 24 foot roads and the underground parking will help to limit impervious surfaces, reduce runoff and keep vegetation intact.
- d. Effects of the project on surrounding properties, including operational considerations relating to hours of operation and creation of potential nuisances
The project will have a minimal effect on surrounding properties as the activities are designed for the benefit of the residents and their guests. It should also serve to enhance the ability of neighbors from surrounding properties to enjoy the natural beauty and wildlife of the area. Given the topography that defines the property, the primary group affected are the current condominium owners who have been kept informed and are supportive of the improvements.
- e. The overall appearance of the project
The Riverwood project is designed to complement the incredible beauty of the property and to keep and incorporate the North woods feel created by the large white pines and mature hardwoods found throughout the property. Great efforts have been made to set the buildings in a manner that complements the natural setting. Some critical design elements include log home-like features and river stone accents of all facilities as well as the use of natural colors that complement the trees and open spaces.
- f. If the project is a multi-family real estate development (more than 3 dwelling units), does the project meet the following standards:
 1. All setback areas fronting on or visible from an adjacent public street, and all recreation, leisure and open space areas shall be landscaped in accordance with the project plan. Decorative design elements, such as fountains, pools,

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Wisconsin Dells, Wisconsin

Version: February 27, 2008

benches, sculpture, planters, exterior recreational facilities and similar elements may be permitted, providing such elements are incorporated as part of the landscaping plan; and, permanent and automatic irrigation facilities are provided in all planted landscaped area.

Yes, landscaping for the project will continue the existing "Up North" design that incorporates stone and white pines with the addition of native plants and shrubs unique to the Dells area.

2. Minimum open space is thirty (30%) percent of the net area being developed. The net area shall exclude dedicated or proposed-dedicated public rights-of-way.

The open space for the property will far exceed the 30% requirement.

3. Common open space areas are designed and located within the project to afford use by all residents of the project. These common areas may include, but are not limited to: game courts or rooms, swimming pools, garden roofs, sauna baths, putting greens, or play lots.

The common areas available to residents in Phase 1 (b) will include the use of trails and paths, park-like nature areas, a small native nursery and garden in addition to the use of the existing Clubhouse and current swimming pool.

4. Active recreation and leisure areas, except those located completely within a structure, used to meet the open space requirement, shall not be located within fifteen (15) feet of any door or window of a dwelling unit.

The recreation and leisure amenities are not located within 15 feet of any door or window of a dwelling unit.

5. Private waterways, including pools, streams and fountains, may be used to satisfy not more than fifty (50%) percent of the required open space.

The project is in compliance with this requirement.

6. Trash collection areas shall be provided within two hundred and fifty (250') feet of the units they are designed to serve. Such areas shall be enclosed within a building or screened with masonry walls having a minimum height of five feet. Access gates or doors to any trash area, not enclosed within a building, are to be of opaque material.

The 38 unit Independent Living (IL)/RCAC Flex apartment building will have an outside trash area located near

SITE PLAN APPLICATION Wisconsin Dells, Wisconsin

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the southwest entrance to the underground parking that is designed according to the requirements listed above.

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.

Mary Panzer
Applicant Signature

April 2, 2018
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.

SITE PLAN APPLICATION Wisconsin Dells, Wisconsin

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Supplementary Information for Parcel Numbers:

To make this more clear because there are neighboring parcels with similar names, this POD Application is intended to apply to two parcels of land:

1. The former DYO, LLC land, with a tax key number of 11291-2200.1903, immediately south of the railroad tracks ("Dye Parcel"), which is owned by Applicant, and
2. The parcel south of that, which was described as the Phase II Expansion Land to the Riverwood Eagle's Nest Condominium ("Phase II Land") owned by Applicant, and which has a tax key number of 11291-2200.1902.

The Riverwood Condominium Association (phase 1) is not affected by this Application.

Applicant also owns more than 75% of the Units in Riverwood Eagle Watch Condominium ("Eagle Watch Condominium"), and therefore has the ability on behalf of the Riverwood Eagle Watch Condominium, to grant easements through the common elements of the Eagle Watch Condominium, if required to meet the POD requirements.

This application is for a POD overlay on the Dye Parcel and Phase II Land, and any related easements through the common areas of the Eagle Watch Condominium, as well as any use changes applying to the particular Eagle Watch Condominium units owned by Applicant which are needed to meet the POD requirements.

See attached sheet for legal description and tax key numbers.

SITE PLAN APPLICATION Wisconsin Dells, Wisconsin

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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 1 1/2 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.


Applicant Signature


Date

SITE PLAN APPLICATION Wisconsin Dells, Wisconsin

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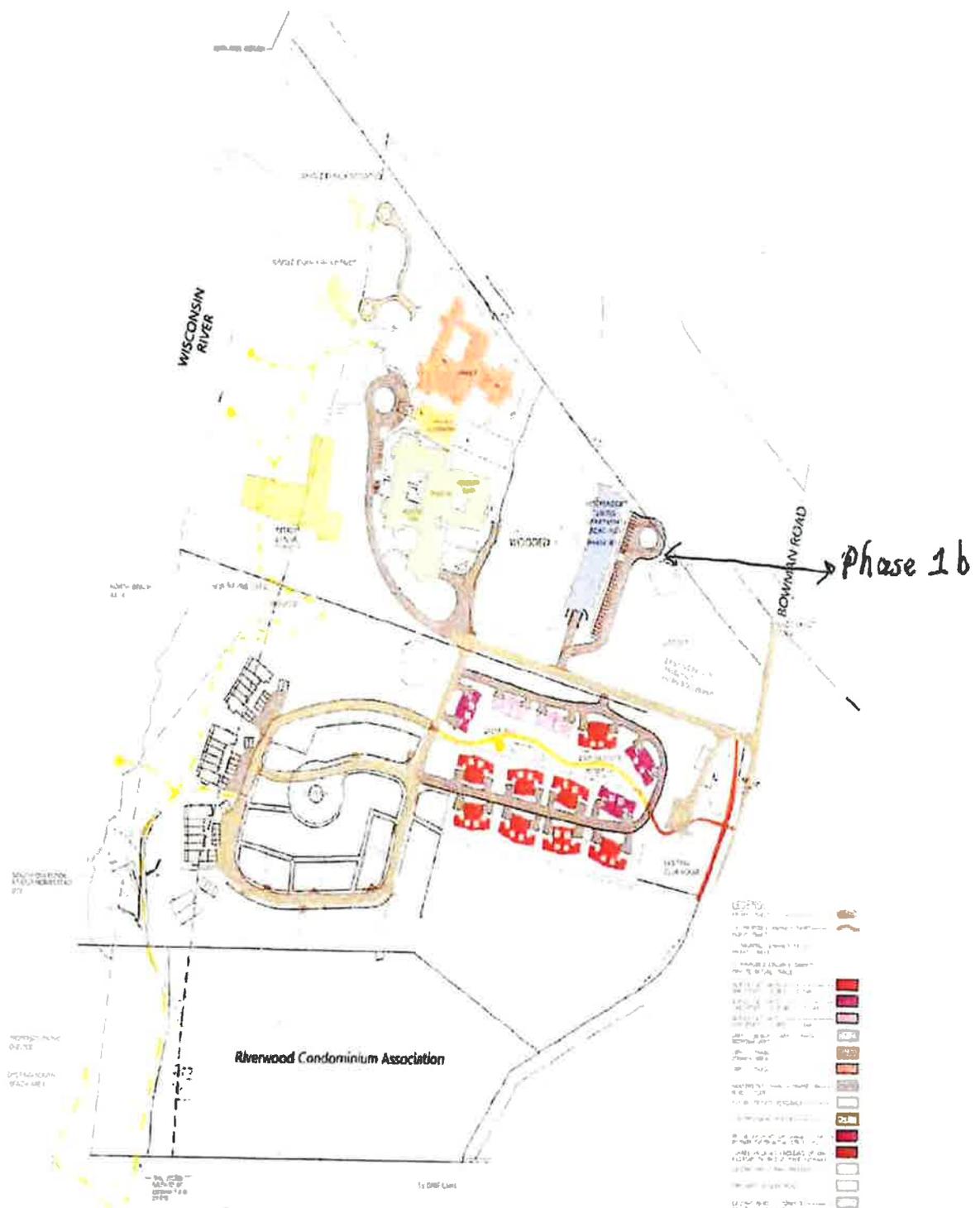
Riverwood Eagle's Nest Phase 1 (a) and (b) Zoning Use

May31,2017

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

SITE PLAN APPLICATION Wisconsin Dells, Wisconsin

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



Riverwood Condominium Association

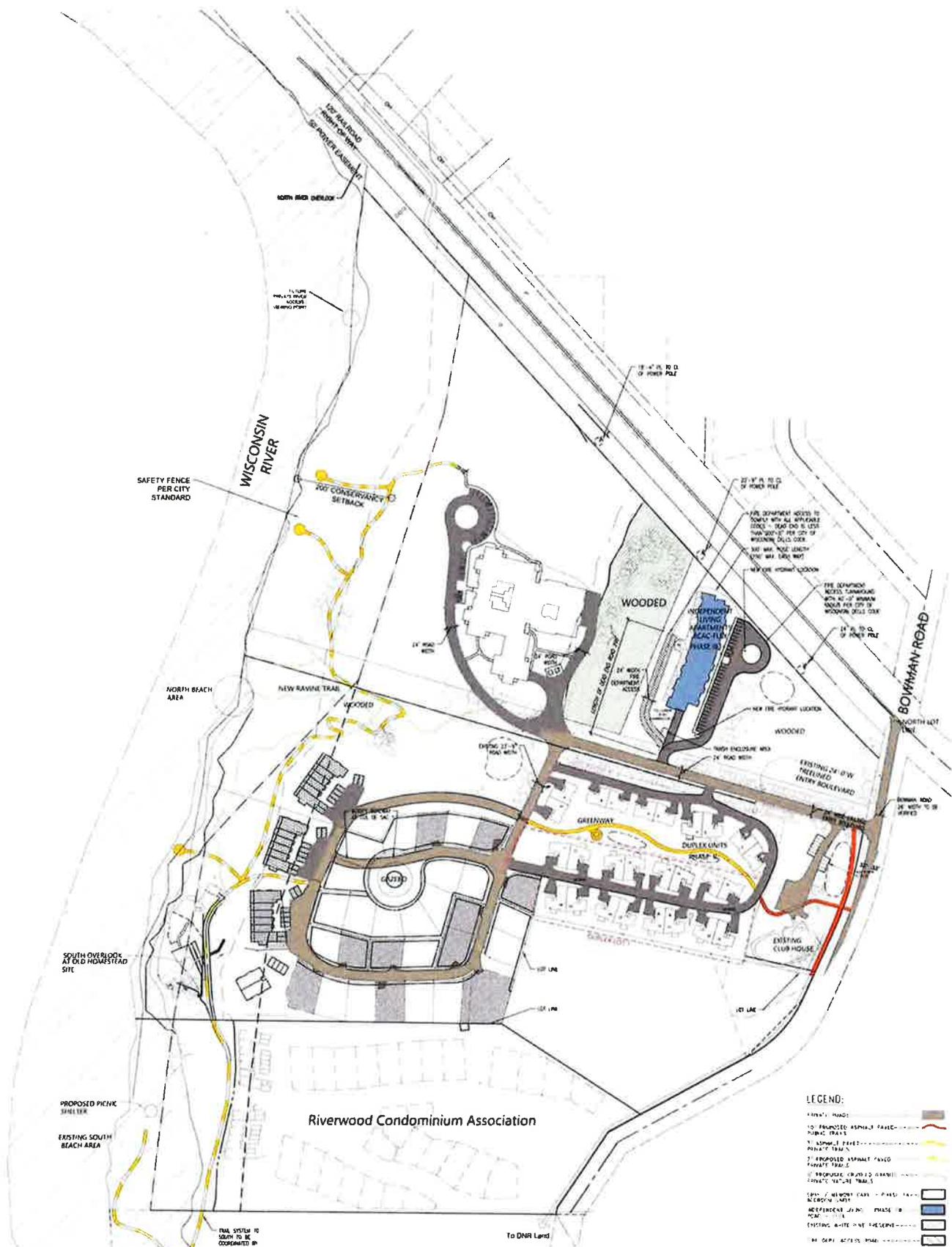
SITE PLAN
RIVERWOOD EAGLES NEST LLC
Site Plan, 1st Floor

- LEGEND
- Site Plan, 1st Floor
- Site Plan, 2nd Floor
- Site Plan, 3rd Floor
- Site Plan, 4th Floor
- Site Plan, 5th Floor
- Site Plan, 6th Floor
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- Site Plan, 48th Floor
- Site Plan, 49th Floor
- Site Plan, 50th Floor





Phase 1b



Riverwood Condominium Association

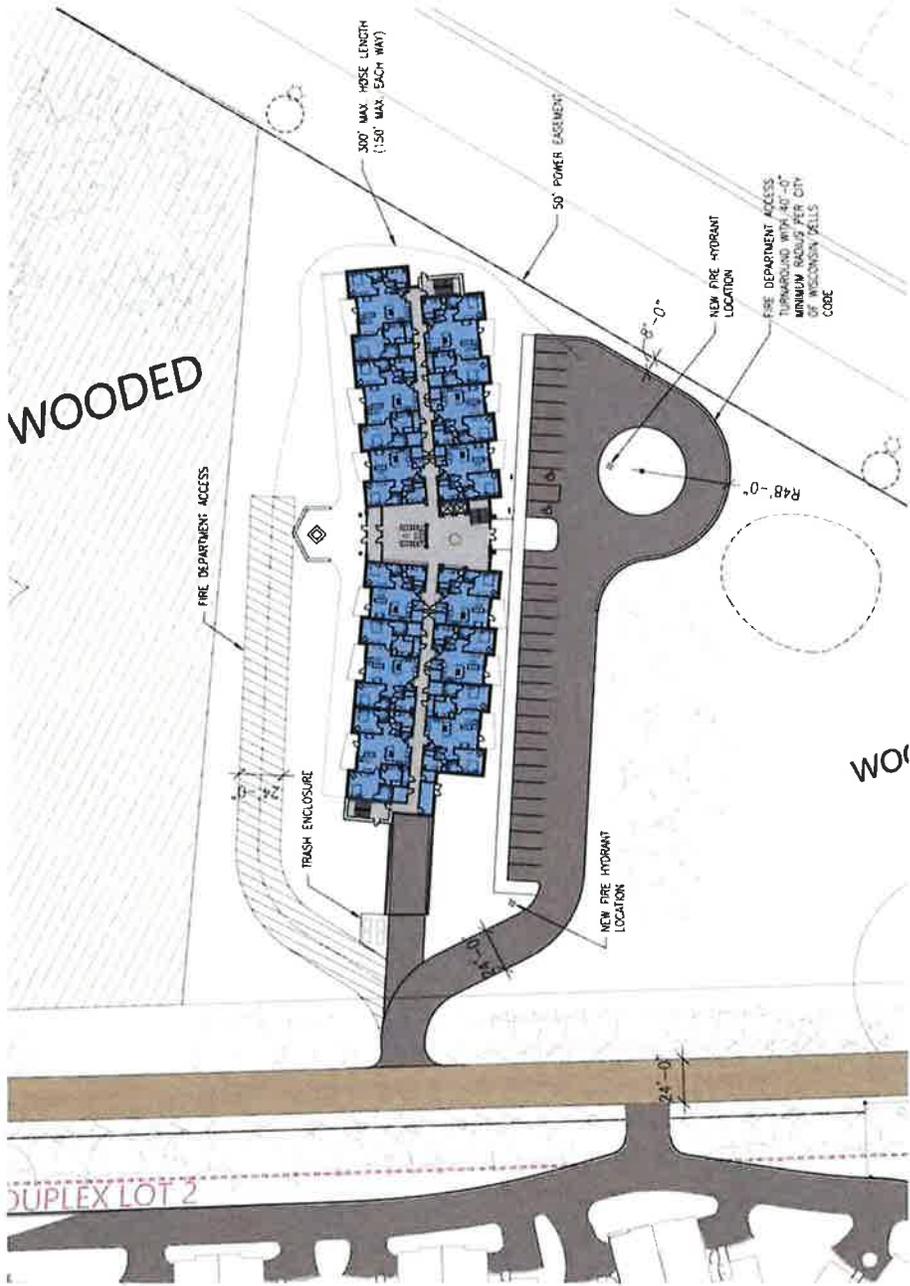
PHASING DIAGRAM
RIVERWOOD EAGLES NEST LLC
 WISCONSIN DILLS
 SCHEMATIC SITE PLAN

LEGEND:

- 1" FINISHED ASPHALT PAVED PUBLIC TRAILS
- 2" FINISHED ASPHALT PAVED PRIVATE TRAILS
- 3" FINISHED ASPHALT PAVED PRIVATE TRAILS
- 4" FINISHED ASPHALT PAVED PRIVATE TRAILS
- 5" FINISHED ASPHALT PAVED PRIVATE TRAILS
- 6" FINISHED ASPHALT PAVED PRIVATE TRAILS
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- 19" FINISHED ASPHALT PAVED PRIVATE TRAILS
- 20" FINISHED ASPHALT PAVED PRIVATE TRAILS

COMMUNITY LIVING SOLUTIONS
 Planning, Architecture and Landscape
 2801 S. Enterprise Avenue
 Suite 202 - Appleton, WI 54913
 P 920-964-9144 F 920-964-9145
 communityliving@communityliving.com

Quantum Architects, Inc.
 1111 Main Street
 Appleton, Wisconsin 54912
 P 920-964-9144 F 920-964-9145
 quantumarchitects.com



PARKING COUNTS

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

PHASE 1B SQUARE FOOTAGES

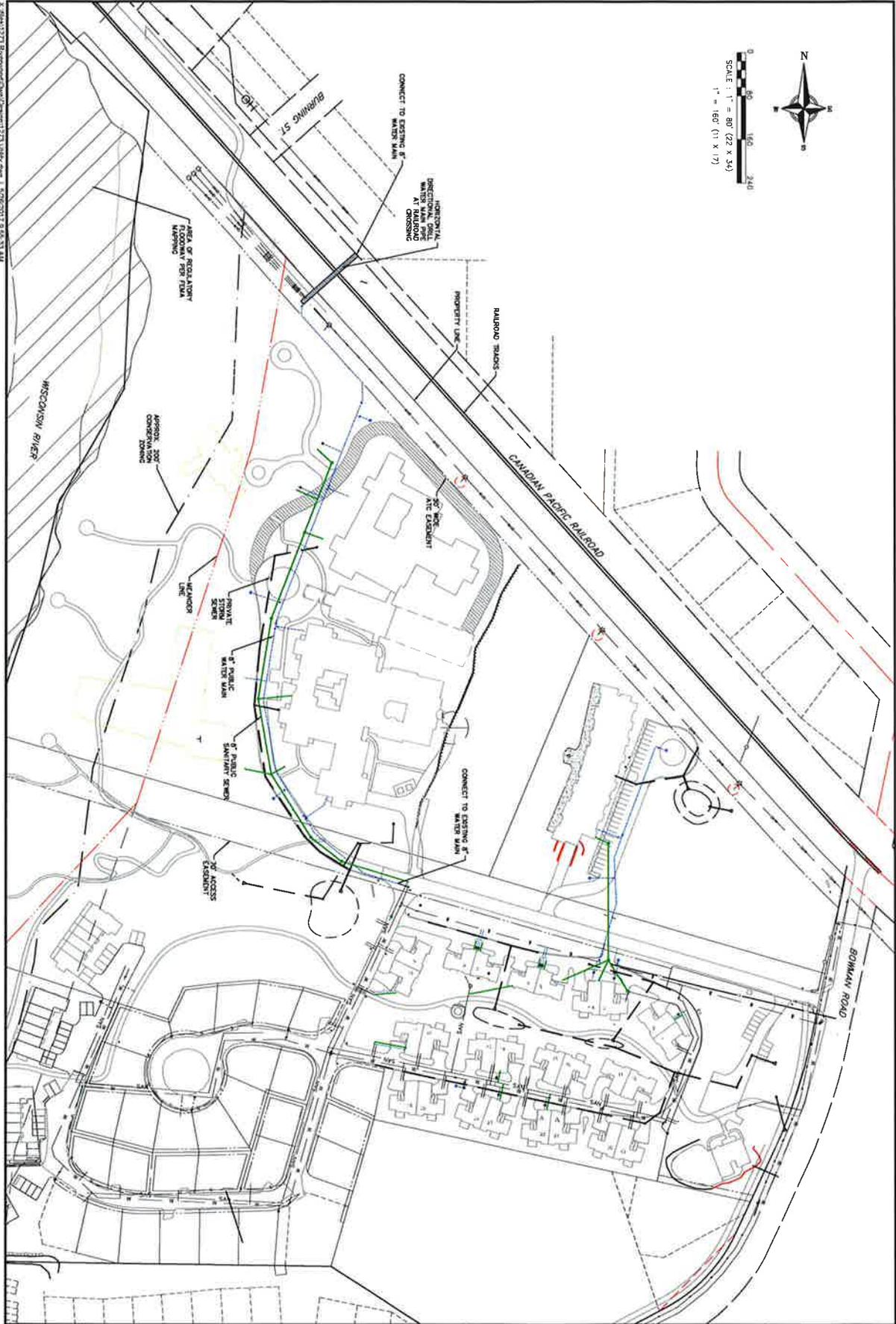
LOWER LEVEL	20,882 S.F.
FIRST FLOOR	20,983 S.F.
SECOND FLOOR	21,370 S.F.
THIRD FLOOR	21,370 S.F.
TOTAL GROSS S.F.	83,385 S.F.

NET, LEASE AND OTHER FLOOR SQUARE FOOTAGES SHALL BE DETERMINED BY A LICENSED SURVEYOR AND SHALL BE SUBJECT TO PUBLIC RECORDS AND PRIVATE LAW.

**PHASE 1B - INDEPENDENT LIVING
APARTMENTS RCAC-FLEX**

RIVERWOOD EAGLES NEST LLC
WISCONSIN DELLS
FIRST FLOOR PLAN





SCALE: 1" = 80' (22 x 34)
 1" = 160' (11 x 17)

X:\dell\1773 Riverwood City\Design\1773 Utility.dwg | 1/26/2017 9:55:33 AM

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

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 April 9, 2018 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 a zip-line take off tower and landing deck at 190 State Hwy 13 and 2320 Wisconsin Dells Parkway, Parcels 291-0101-00000 and 291-0103-00000:

1. The zip line tower is not visible from the river south of the power lines.
2. The applicant obtains and remain current will any current or future DNR approvals.
3. The applicant obtains and remains current with any other required approvals, such as the Army Corps of Engineers or the Coast Guard.
4. The applicant complies with any applicable regulations.
5. The operator of this zip line business shall follow the standards as set forth by the Association for Challenge Course Technology.
6. The operator of the zip line obtains and maintains adequate liability insurance.
7. The operator develops emergency response plans and confers with and gains approval from emergency responders prior to operation.
8. The take-off and landing towers are appropriately secured when not actively operated.
9. The final building plans are approved by the building inspector.
10. Any new signage is approved by the DRC in their sole judgment.
11. The applicants cooperate with the City to address any concerns that may arise.
12. Premier Resort Tax must be collected.
13. If the business closes, the line and structure are to be removed.

Brian L. Landers, Mayor

Nancy R. Holzem, City Clerk

Vote: ___ ayes; ___ nays ___ abstention

Date Introduced: April 17, 2018

Date Passed:

Date Published:

Staff Report for Plan Commission, 04/09/18

Site Plan Application—Zip line take-off tower and landing deck

190 STH 13 and 2320 Wisconsin Dells Parkway (Parcels 291-0101-00000 & 291-0103-00000)

The Planning & Zoning office has received a Site Plan application from Wisconsin River Kayak and Tube Rentals, Jeffrey Beard and American Zipline Consultants by Greg Slayton, in order to construct a Zip Line take off tower and landing platform 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 Mexicalli Rose building at 190 STH 13. In 2017 they were granted Conditional Use Permits for their ticket booth walk-up window, another ticket booth in a container, boat docks for, a storage shed, and for the Zip Line use. However, it was determined that more information would be required to approve the Site Plan for the Zip Line structures. The applicant is submitting the Zip Line structure information at this time.

The applicant has submitted stamped, engineered plans for the take-off and landing towers.

The take off tower for the Zipline would be 15'x44' with the top platform 35'(h). There would be 42" high guard rails and poles that extends 10' above the 35' tall platform to attach to the zip line. So the top point of the tower is 45' high.

A significant concern for the Zip line tower in this proximity to the River would be the affect on the views from the River. 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 45' 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. It would seem that this a tower of this height would not create any more of an aesthetic concern than the exiting power lines.

The applicant has supplied a letter from the DNR that states the DNR does not have the 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.

Contact with the Army Corp of Engineers confirmed that a permit will be required from them or the Coast Guard to ensure protection of the navigatable waters. This Federal review will not occur until local permits have been issued. Any approval by the City will be conditioned that subsequent Federal approvals are obtained.

The take-off and landing towers for a Zip line ride do not include full guardrails around all four sides of the elevated decks. The applicant has stated that patrons will be fitted in harnesses for the Zip line, and immediately attached to a safety line when entering the take-off deck. They will not be taken off of the safety line until they are connected to the zip line. When landing, they will remain in the harness and tied off until they exit the elevated deck. There will be operators on the decks that will be tied off, and the decks are to be a very controlled environment. As an inherently dangerous activity, it is incumbent on the operator of the facility to follow applicable safety standards, such as those provided by the Association for Challenge Course Technology. The towers were designed and stamped by a

reputable engineer with experience in this industry. The engineer has provided a statement that this design is standard for the industry.

As a general safety measure, the Fire Department wants to ensure that emergency response plans are in place before operations begin. The operators shall develop an emergency plan and go over their procedures with emergency responders prior to beginning operations.

A concern with this facility is that it is adequately secured when it is not supervised. The applicant has stated that they intend to install a full gate at the base of the access stairs to keep people out of the tower. The applicant has stated the first flight of steps will be secured to the level of the guard rails on landing 1, which is approximately 8 ft above ground elevation. Generally the base of such uses are protected by fencing to help reduce the risk of someone attempting to get on tmay be appropriate seems that additional efforts should be made to keep people away from the tower entirely. Given the proposed location of the take-off tower is a somewhat remote wooded area, determining the most efficient way to secure this structure may take additional thought and on-site planning. It may be prudent for any approval of this Site plan to be contingent on the commercial building inspector approving the final building plans.

Patrons would have to utilize the public restrooms available in the Mexicali courtyard, which are located approximately 700-900 ft from the ticket booth and 500 ft from the boat dock, which was approved in August of 2017.

This facility is to be located just off of a large existing parking lot that it currently not be utilized. There appears to be ample parking on this site. As an existing parking lot, this request would not appear to have a significant effect on traffic patterns in the area.

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

Any approval of these uses should carry the following contingency:

1. The Zip Line tower is not visible from the River south of the power lines.
2. The applicant obtains and remain current will any current or future DNR approvals.
3. The applicant obtains and remains current with any other required approvals, such as the Army Corps of Engineers or the Coast Guard.
4. The applicant complies with any applicable regulations.
5. The operator of this Zip line business shall follow the standards as set forth by the Association for Challenge Course Technology.
6. The operator of the Zip line obtains and maintains adequate liability insurance.
7. The operator develops emergency response plans and confers with and gains approval from emergency responders prior to operation.
8. The take-off and landing towers are appropriately secured when not actively operated.
9. The final building plans are approved by the building inspector.
10. Any new signage is approved by the DRC in their sole judgement.
11. The applicants cooperate with the City to address any concerns that may arise.

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	\$ 300 ⁰⁰
Receipt number	603665
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, 53985

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	Adjacent to 2370 Wis Dells Parkway + 190 STH 13	
Parcel number	291-0103-0000 <u>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)	A. Commercial	
Describe the current use	Parking and existing boat launch. Sign structures are in place	

3. Proposed use. Describe the proposed use.

Take off tower for zipline 40'x44'x60'(H) *Plan Approval*

anding deck for zipline 30'x44' above flood plane and inside ordinary high water mark *Plan Approval*

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

SITE PLAN APPLICATION
Wisconsin Dells, Wisconsin
Version: February 27, 2008

6. **Review criteria.** In making its decision, the Plan Commission must consider five factors as listed below. Provide a response to each. (See Section 19.393 of the Municipal Code.)

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

N/A

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

N/A

c. Effects of the project on the natural environment

N/A

d. Effects of the project on surrounding properties, including operational considerations relating to hours of operation and creation of potential nuisances

N/A

e. The overall appearance of the project

N/A

f. If the project is a multi-family real estate development (more than 3 dwelling units), does the project meet the following standards:

1. All setback areas fronting on or visible from an adjacent public street, and all recreation, leisure and open space areas shall be landscaped in accordance with the project plan. Decorative design elements, such as fountains, pools, benches, sculpture, planters, exterior recreational facilities and similar elements may be permitted, providing such elements are incorporated as part of the landscaping plan; and, permanent and automatic irrigation facilities are provided in all planted landscaped area.

N/A

2. Minimum open space is thirty (30%) percent of the net area being developed. The net area shall exclude dedicated or proposed-dedicated public rights-of-way.

N/A

SITE PLAN APPLICATION
Wisconsin Dells, Wisconsin
Version: February 27, 2008

3. Common open space areas are designed and located within the project to afford use by all residents of the project. These common areas may include, but are not limited to: game courts or rooms, swimming pools, garden roofs, sauna baths, putting greens, or play lots.

N/A

4. Active recreation and leisure areas, except those located completely within a structure, used to meet the open space requirement, shall not be located within fifteen (15) feet of any door or window of a dwelling unit.

N/A

5. Private waterways, including pools, streams and fountains, may be used to satisfy not more than fifty (50%) percent of the required open space.

N/A

6. Trash collection areas shall be provided within two hundred and fifty (250') feet of the units they are designed to serve. Such areas shall be enclosed within a building or screened with masonry walls having a minimum height of five feet. Access gates or doors to any trash area, not enclosed within a building, are to be of opaque material.

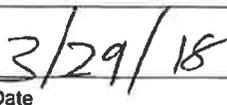
N/A

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.


Applicant Signature

 
Date

SITE PLAN APPLICATION
Wisconsin Dells, Wisconsin
Version: February 27, 2008

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.

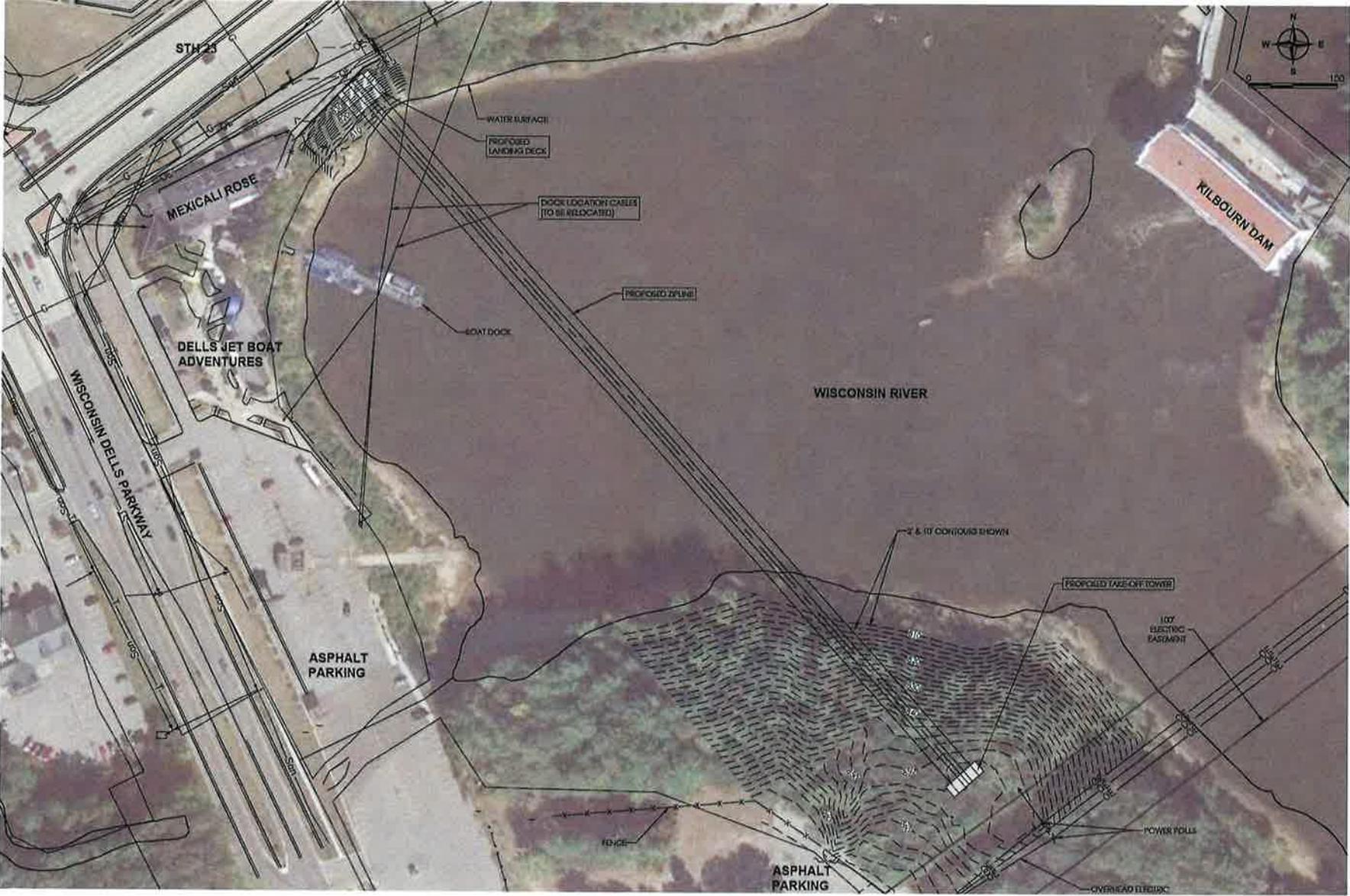
C. Termination of Guarantee.

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.


Applicant Signature

3/29/18
Date

G:\Current\Files\B2\Drawings\04\2018\65\CAD\Civil\Proposed Damaged_Misc2\Drawing_042018_112820.dwg
2018.65 KEF



PROPOSED ZIPLINE
Greg Stoyan

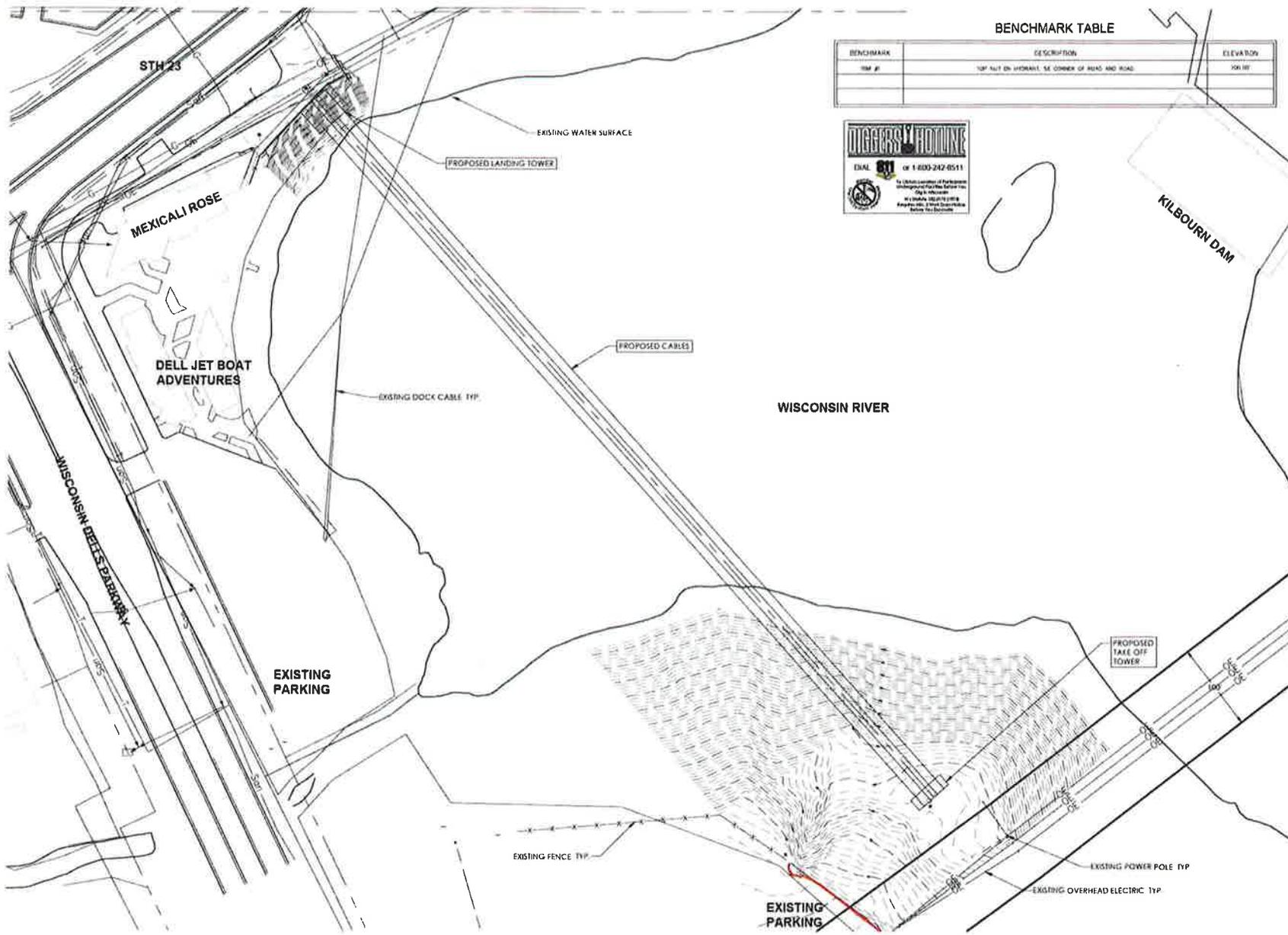
1.0

City of Wisconsin Dells

04/09/2018



GEC 382.2188 | 940 Silver Lake Dr. | Potosi, WI 53901
www.greengrass.com



BENCHMARK TABLE

BENCHMARK	DESCRIPTION	ELEVATION
BM #1	TOP NAIL ON UPRIGHT, SE CORNER OF ROAD AND ROAD	100.00



General Engineering Company
 P.O. Box 340 • P.O. Street, Lake Park, WI 53020
 262-742-2100 (Voice) • 262-742-2000 (Fax)
 www.geneng.com
 The Engineer assumes no liability for the use of the information contained herein for purposes not intended by the Engineer. The Engineer shall not be held liable for any errors or omissions in this drawing.

**PROPOSED SITE PLAN
 PROPOSED ZIPLINE
 GREG SLAYTON**
 CITY OF WISCONSIN DELLS
 SAUK COUNTY, WI

REVISIONS	NO.	BY	DATE



DESIGNED BY: TCF
 REVIEWED BY: RRP
 DRAWN DATE: 06/06/2018
 SPEC DATE: 2-01-18-18
 SHEET NO: **C2.0**

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

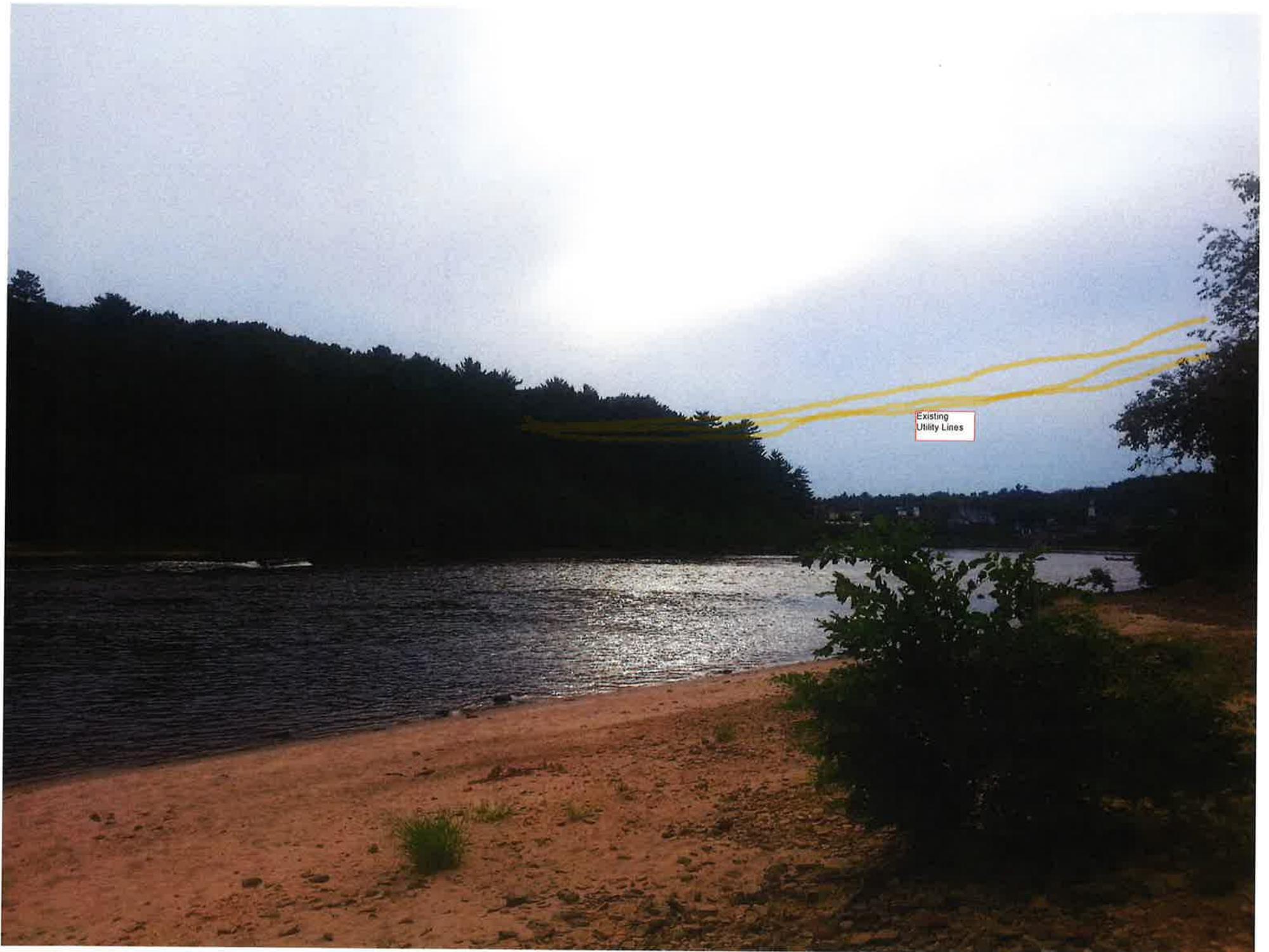






Approx
Take-off Tower
location

Approx
Landing Tower
location



Existing
Utility Lines

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 CITY PLAN COMMISSION from their April 9, 2018 meeting;

IT APPROVES the Site Plan application submitted by RRAD Development LLC for construction of a new bath house for American World Campground at 400 County Hwy A.

Brian L. Landers, Mayor

Nancy R. Holzem, City Clerk

Vote: ___ ayes; ___ nays ___ abstention

Date Introduced: April 17, 2018

Date Passed:

Date Published:

Staff Report for Plan Commission, 04/09/18
Site Plan Application – American World Campground Bath house
400 County Hwy A (Parcel 291-0177-00000)

The Planning & Zoning office has received a Site Plan application from RRAD Development LLC to construct a new bath house for their American World Campground at 400 County Hwy A, Sauk County, City of Wisconsin Dells tax parcel 291-0177-00000. Site plan approval is required for all new commercial buildings.

This facility is currently utilizing a bath house on the neighboring campground property that was constructed when these properties operated as a single entity. The American World Campground existed, and utilized a bath house on their property (parcel 291-0177-00000) in the past. When the American World Campground was combined with the neighboring Mt. Olympus campground, a new more centralized bath house was constructed on the Mt. Olympus property. The original bath house on the American World property was removed. Now that the American World Campground is again operating as its own separate facility, they would like to have their own bath house facilities.

The proposal is to remove three (3) existing RV camp sites that are plumbed with water and sewer service. A shipping container will be utilized as a structure, and plumbed to provide 8 independent bath and toilet rooms. The container structure will be on a permanent foundation in the form of 4 concrete piers. While shipping containers are often to be requested to be utilized as a somewhat temporary building, that is based on the lack of "...a washroom having hot and cold running water, wash basins, towels or equivalent, and a toilet." As this structure will be equipped with all of these facilities, it does not appear to fall into the City normal definition of a non-permanent structure. In this case, the use of a shipping container is simply a method of construction. Previous inquiries to the State about shipping containers has determined that they are recognized as acceptable building structures, as long the interior elements meet all applicable codes.

As an added amenity to an existing campground, it does not seem likely that this project would have a significant impact on the traffic flow, natural environment, surrounding properties, or future development.

Prepared by: Chris Tollaksen

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	63802
Application number	

1. Applicant Information

Applicant name RRAD DEVELOPMENT LLC

Street address 400 COUNTY ROAD A

City WISCONSIN DELLS

State and zip code 53985

Daytime telephone number 608-253-4451

Fax number, if any 608-254-9009

E-mail, if any adam@americanworld.com

2. Subject property information

Street address	SWEET BRIAR DRIVE	
Parcel number		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)	COMMERCIAL	
Describe the current use	CAMPGROUND & RV	

3. Proposed use. Describe the proposed use.

Bathhouse for Campground

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

24 Hour occupancy from May1 through October 31. (Approximately)

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.

NONE

SITE PLAN APPLICATION

Wisconsin Dells, Wisconsin

Version: February 27, 2008

6. **Review criteria.** In making its decision, the Plan Commission must consider five factors as listed below. Provide a response to each. (See Section 19.393 of the Municipal Code.)

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

Well suited

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

None

c. Effects of the project on the natural environment

Well suited

d. Effects of the project on surrounding properties, including operational considerations relating to hours of operation and creation of potential nuisances

N/A

e. The overall appearance of the project

N/A

f. If the project is a multi-family real estate development (more than 3 dwelling units), does the project meet the following standards:

1. All setback areas fronting on or visible from an adjacent public street, and all recreation, leisure and open space areas shall be landscaped in accordance with the project plan. Decorative design elements, such as fountains, pools, benches, sculpture, planters, exterior recreational facilities and similar elements may be permitted, providing such elements are incorporated as part of the landscaping plan; and, permanent and automatic irrigation facilities are provided in all planted landscaped area.

N/A

2. Minimum open space is thirty (30%) percent of the net area being developed. The net area shall exclude dedicated or proposed-dedicated public rights-of-way.

N/A

3. Common open space areas are designed and located within the project to afford use by all residents of the project. These common areas may include, but are not limited to: game courts or rooms, swimming pools, garden roofs, sauna baths, putting greens, or play lots.

SITE PLAN APPLICATION Wisconsin Dells, Wisconsin

Version: February 27, 2008

4. Active recreation and leisure areas, except those located completely within a structure, used to meet the open space requirement, shall not be located within fifteen (15) feet of any door or window of a dwelling unit.

N/A

5. Private waterways, including pools, streams and fountains, may be used to satisfy not more than fifty (50%) percent of the required open space.

N/A

6. Trash collection areas shall be provided within two hundred and fifty (250') feet of the units they are designed to serve. Such areas shall be enclosed within a building or screened with masonry walls having a minimum height of five feet. Access gates or doors to any trash area, not enclosed within a building, are to be of opaque material.

N/A

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.

Applicant Signature

Date

4/3/18

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.

SITE PLAN APPLICATION

Wisconsin Dells, Wisconsin

Version: February 27, 2008

Reimbursement Agreement for Application Review Costs

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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.

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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.



Applicant Signature

4/3/18

Date

TIMBAVATI WILDLIFE PARK



HWY 12

OUTDOOR

GARBAGE

GARBAGE

VENDING ICE	2182	2194	2206	2218	2230	2242
	2254	2266	2278	2290	2302	2314
	2326	2338	2350	2362	2374	2386
MEN & WOMEN RESTROOMS/SHOWERS	HALLWAY					
LAUNDRY	2101	2103	2105	2107	2109	2111
STAIRS	2301	2303	2305	2307	2309	2311

BASKETBALL

BUILDING B

SWEET BRIAR ROAD

PAVILION

TENNIS

Dead End Road

VOLLEYBALL COURT

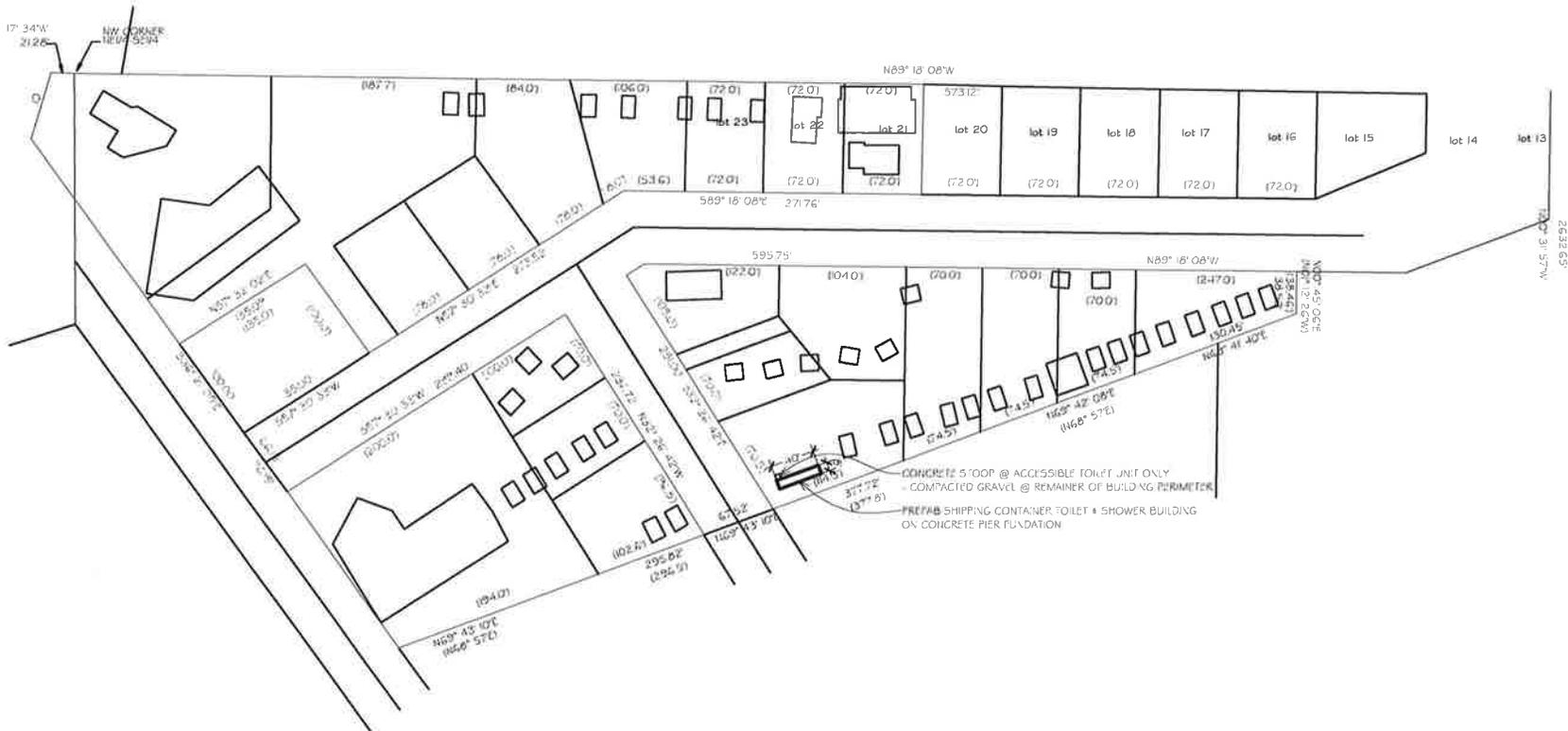
BUILDING A

GAME ROOM	STAIRS					
VENDING ICE	2333	2335	2337	2339	2341	2343
	2345	2347	2349	2351	2353	2355
	2357	2359	2361	2363	2365	2367
HALLWAY						
LAUNDRY	2151	2153	2155	2157	2159	2161
	2163	2165	2167	2169	2171	2173
	2175	2177	2179	2181	2183	2185

LAUNDRY

Proposed New Bath House

400 COUNTY A, WISCONSIN DELLS, WI 53965



SITE PLAN

SCALE: 1" = 100'

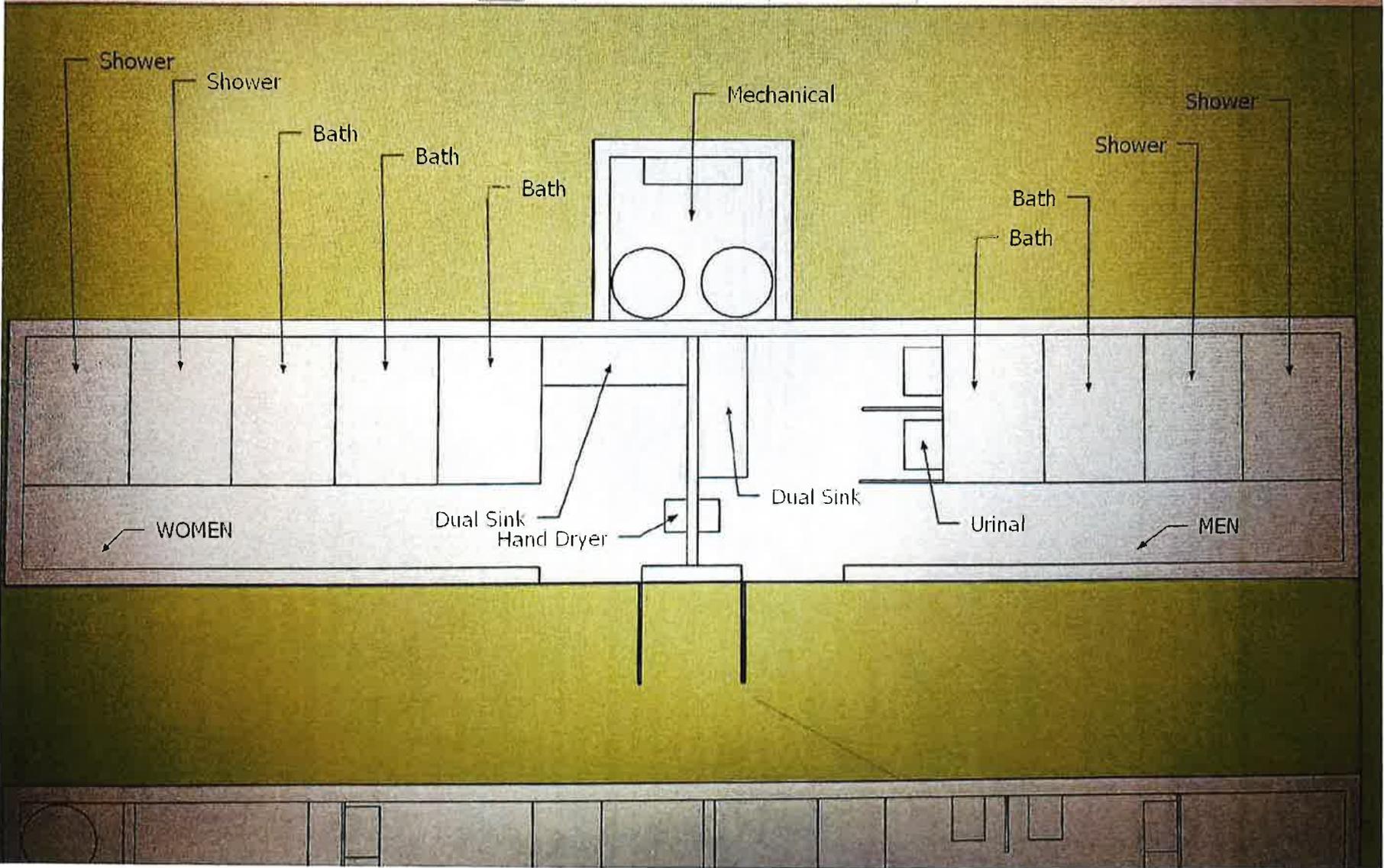


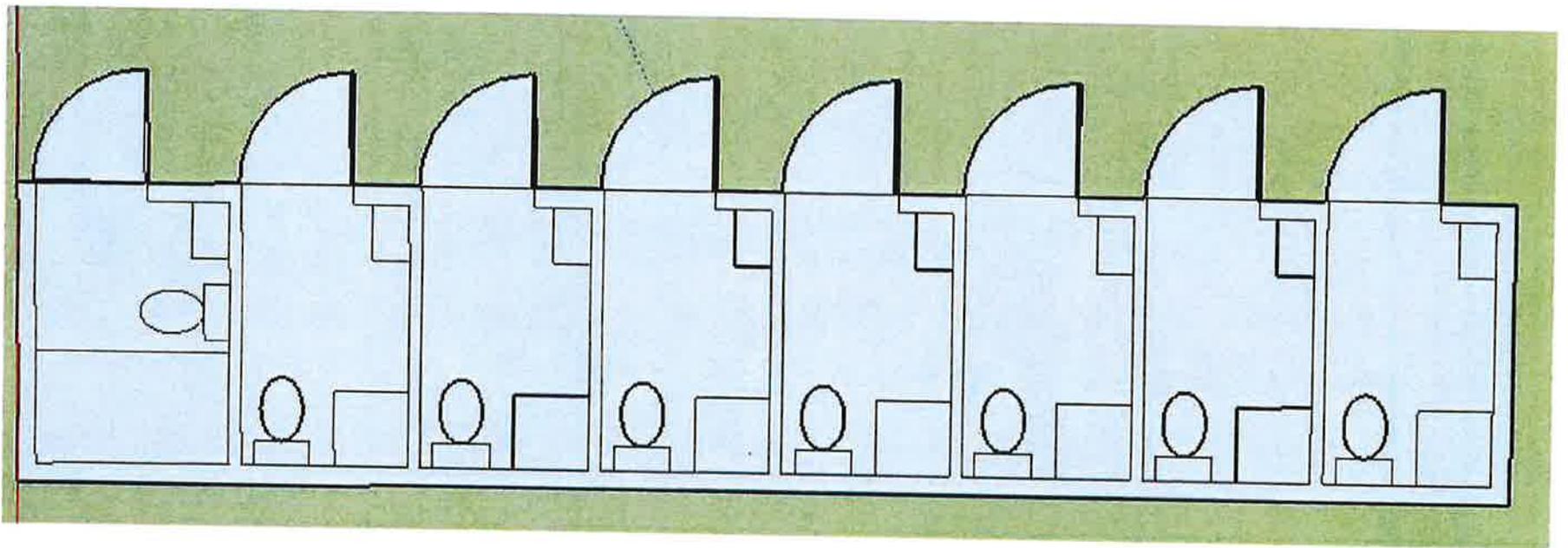
**Architectural Design
Consultants, Inc.**

TOILET & SHOWER BUILDING AMERICAN RESORT & CAMPGROUND

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17-113 04-05-2018 SITE PLAN





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 April 9, 2018 meeting;

IT APPROVES A Conditional Use Permit to Smart Staff LLC, Calin Voicu, in order to expand the current Seasonal Employee Housing Facility at 519 Bowman Road from occupancy of 15 to 21 starting with the May 2019 licensing period, only if there are no significant issues during the 2018 licensing period and with the following contingencies:

1. All permit and licensing of this facility is issued to Calin Voicu and is not transferrable, even if Smart Staff LLC is sold or occupancy levels are reduced. Any new operator of this facility would need to obtain a Conditional Use Permit.
2. Facility shall be properly maintained and managed to prevent it from becoming a nuisance.
3. If the City determines, in its sole judgment, that there is an issue with parking at this facility, the applicant will go through the Conditional Use Permit public notice and public hearing process to obtain approval of an acceptable solution.
4. Final occupancy must be approved by the housing inspector.

Brian L. Landers, Mayor

Nancy R. Holzem, City Clerk

Vote: ___ ayes; ___ nays ___ abstention

Date Introduced: April 17, 2018

Date Passed:

Date Published:

Conditional Use Permit – Seasonal Workforce Housing

519 Bowman Rd

Staff Report for Plan Commission, 04/09/18

The City of Wis. Dells has received a Conditional Use Permit (CUP) application from Smart Staff LLC – Calin Voicu for a Seasonal Workforce Housing facility at 519 Bowman Rd. This facility had been in operation for a number of years by the Dells Boat Company. In early 2017 Smart Staff purchased the property, began some remodeling, and operated the facility in a limited capacity. For 2018, the applicant would like to increase the occupancy of the facility, which would require a new Conditional Use Permit to expand the use.

The property contains a 2 story house and five (5) cabins. Three (3) of the cabins are approximately 300 sq ft, with 2 sleeping rooms, a kitchenette, and a bathroom. One of the cabins has three rooms and a bathroom, and 5th cabin is split into two separate units, each with their own bathroom and one with a kitchenette. The 2 story house has two bedrooms and a bathroom on each floor, with a kitchen and living room on the first floor only. Historically this facility has been operated with a maximum capacity of 15 occupants; the applicant would like to increase the occupancy to 21. Historically, three (3) of the cabin units would only house 1 person, two (2) cabins would house 2 people, one (1) cabin would house 3 people and the house would house 5 people. The applicant would like to place 2 people in all of the smaller cabins and 8 people in the house.

The final occupancy, as always, will be contingent on the approval of the housing inspector.

Other concerns with the change in occupant density are parking and potential nuisances to the neighborhood. For parking, this facility sits on a relatively large parcel, which is three (3) standard lots. The housing all sits on the northern two (2) lots and there is a gravel drive through those lots that has provided a nominal amount of unpaved parking. The third lot is south of the house, and is empty, except for some trees. If additional parking were required, it appears adequate parking could be developed on the southern lot. Historically Seasonal Housing facilities have not in reality required the amount of parking dictated by the Zoning Code. It has been standard practice not to require the development of parking that likely will not be utilized, with the condition that the parking be developed if the City determines it is required. Due to the established residential nature of this area, the full development of the required parking may not be desirable. If the occupants of this facility were to require more parking, the applicant should be required to re-submit a CUP application and go through the public notice and public hearing process to determine if a larger developed parking lot is acceptable in the neighborhood, or if another solution to the parking issue would be required. Possibilities may be to reduce the occupancy of the facility or for the facility owner/operator to provide appropriately license and approved transportation (e.g. a shuttle service with a City approved taxi license). It may be desirable for the existing gravel drive and potentially some of the existing parking be paved. The current zoning code requires parking to be paved.

What would seem to be the largest concern with this request would be the potential impact the increased occupancy may have on surrounding properties. This facility is fully surrounded by residential properties, and therefore has a very high potential to be a nuisance to City residents. Historically, this facility has not been the source of nuisance complaints. The applicant operated the facility in 2017 without complaint, but it was only occupied in a limited capacity. It is noted that the applicant had purchased the Rainbow motel at 612 Vine St. in the spring of 2016, and operated this large facility at full capacity for 2 years without significant incident. Review of police calls found a number of nuisance call to the Rainbow at 612 Vine in 2016. The manager of this facility was found to be very cooperative, and there were no nuisance calls reported in 2017. However, while there are some residents in the vicinity of the Rainbow, Vine St. is a dedicated Seasonal Workforce Housing corridor, and the 519 Bowman locations is a much more established standard residential area.

If any increase in occupancy is permitted for this facility at this time, all the permit and licensing for any housing from this point forward should be issued to the existing owner/operator (Calin Voicu) and not be transferrable, even if Smart Staff LLC is sold. To be clear, if an increase in occupancy is granted at this time, the applicant agrees that any new operator of the facility would need to obtain a new CUP from the City, even if the occupancy dropped to or below the historical 15 occupants. This is a standard requirement for all new Seasonal Workforce House facility. The City has found that the main factor is a successful housing facility is the proper maintenance and management of the facility. An approval of increased occupancy would in large part be based on the applicant's history of good maintenance and management of facilities in the City. It is important to the City that any new operator of the facility continues the same level of diligence and cooperation with the City in maintaining and managing the facility.

It has been past practice that any approval of a Seasonal Workforce Housing Facility use is granted solely to the current applicant, and cannot be transferred to another party. Any sale of the property will terminate the permit, and any subsequent owner will be required to obtain a separate CUP for this facility.

Another past practice is to make it clear to the applicant that approval is contingent on continued diligence to the proper management of the facility. If the facility is deemed to become a nuisance to the surrounding properties, the permit may be revoked. This property is located in a residential area that is proximity to City amenities, such as a full grocery store, library, and Post Office.

This facility is in a well established residential neighborhood, which would not ordinarily be considered a good location for employee housing.

Given the current automobile ownership rate of seasonal employees, this use may not have a significant impact on the traffic circulation in this area. However, if that trend is not followed and traffic or parking issues arise, the applicant will be responsible for address those issues to the satisfaction of the City to remain in operation.

As this use will take place in an existing facility, the effects on the natural environment will be minimal.

This use could have a negative effect on surrounding residential properties, as employee housing can become a nuisance property if not properly managed.

Approval of this permit should be in the form of:

Approval of Seasonal Workforce Housing for up to 21 occupants. Final occupancy will be allowed based on the recommendation of the City contracted MSA building inspector.

Approval of this permit may contain the following contingencies.

1. All permit and licensing of this facility is issued to Calin Voicu and is not transferrable, even if Smart Staff LLC is sold or occupancy levels are reduced. Any new operator of this facility would need to obtain a CUP from the City.
2. The facility shall be properly maintained and managed to prevent it from becoming a nuisance.
3. If the City determines, in its sole judgment, that there is an issue with parking at this facility, the applicant will go through the CUP public notice and public hearing process to obtain approval of an acceptable solution.
4. Final occupancy must be approved by the housing inspector.

Optional

4. The gravel drive and 6 adjacent parking stall are to be paved in 2019 (or other date as specified).

Chris Tollaksen

City of Wis. Dells Public Works

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 \$525.00

Receipt number

Application number

1. Applicant information

Applicant name Smart Staff LLC - Calin Voicu

Street address 12445 Ocean Gateway, Suite 11

City Ocean City

State and zip code MD, 21842

Daytime telephone number 1-443-928-6826

Fax number, if any 252-365-0098

E-mail, if any calin.voicu@allfriends.co

2. Subject property information

Street address	519 Bowman Street, Wisconsin Dells, WI, 53965	
Parcel number	11291 - 1124.1	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)	C1 Commercial-neighbourhood	
Describe the current use	Employee housing - motel style units.	

3. Proposed use. Describe the proposed use.

Residential and temporary housing - all the units were renovated in 2017, the main house will be renovated in 2018 (including the outside of house - as soon as the weather will permit it). New beds, mattresses and furniture were purchased. The Bowman property will continue to provide temporary housing for up to 30 people (primarily student participants in the State Department's Summer Work Travel program) in the 6 existing motel units (4 single + 1 double unit) and one house with 4 bedrooms. The separated house on the property will be rented to local families in the off season. An on-site manager will live in the main house from Rainbow summer housing and will be available 24/7.

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

The property will continue to operate as it has in the past, with some tenants living in motel-style rental units and others in the separate house. An on-site manager, or one of his assistants, will be available 24/7 to assist renters with problems and concerns. These full-time staff members will manage housing logistics, provide information and assistance, and ensure that the premises remain in a proper state of repair and cleanliness (through regular and consistent maintenance).

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.

There will likely be an increase in bicycle traffic to the area as students rarely use motor vehicles. Off-street bicycle parking will be provided. There will be enough exterior lighting to ensure student safety, but not enough to disturb surrounding properties. Staff will ensure that student workers observe and respect Wisconsin Dells noise ordinances to prevent difficulties or misunderstandings with the neighboring properties.

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

The immediate neighborhood is a mix of both residential housing and motels. The Bowman property previously operated as a rental housing property and was deemed consistent with the city's comprehensive and neighborhood plans.

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

As mentioned above, bicycle traffic to the area will likely increase, and the Bowman Summer Housing will provide additional off-street bicycle parking as necessary. This facility is in a residential area, with moderate traffic flow.

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

The Bowman Summer Housing has been used for both short-term seasonal rentals and longer-term house rentals in the past, by the previous owner – Dells Boat Tours LLC. Smart Staff LLC will continue to operate it as such, with major renovations that have been done in 2017 such as installing security lockers for all tenants, replacing all the beds and mattresses, refurbishing the walls, installing new electric poles, changing doors, changing the floors, cleaning the yard; we have disposed 4 40 yard containers of trash. The main house will be renovated on the inside and outside in 2018, totally changing the appearance of haunted untidy house.

- d. Effects of the proposed use on the natural environment

No adverse effects on the natural environment are foreseen. Foot and bicycle traffic do not contribute to pollution. It is not anticipated that many, if any, students will have motor vehicles available.

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

There will be a major effect on the surrounding properties (in the good way), the whole area will have a brand new appearance, with trimmed grass and trees, clean and neat houses. Staff will enforce strict adherence to City of Wisconsin Dells noise ordinances, and there will be very few additional vehicles in the area, as motor vehicle traffic by student workers will be practically non-existent. Rules and regulations will be prominently posted and strictly enforced to prevent disturbances and 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

The major renovation of housing units will positively affect the surrounding properties, having a fresh new look of the whole area, area that was covered with garbage and lots of untrimmed grass and bushes. Having a new on-site manager with a small team of assistants will ensure that the property is cleaned up and then properly maintained.

- 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

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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.	
	03/12/2018

Applicant Signature

Date

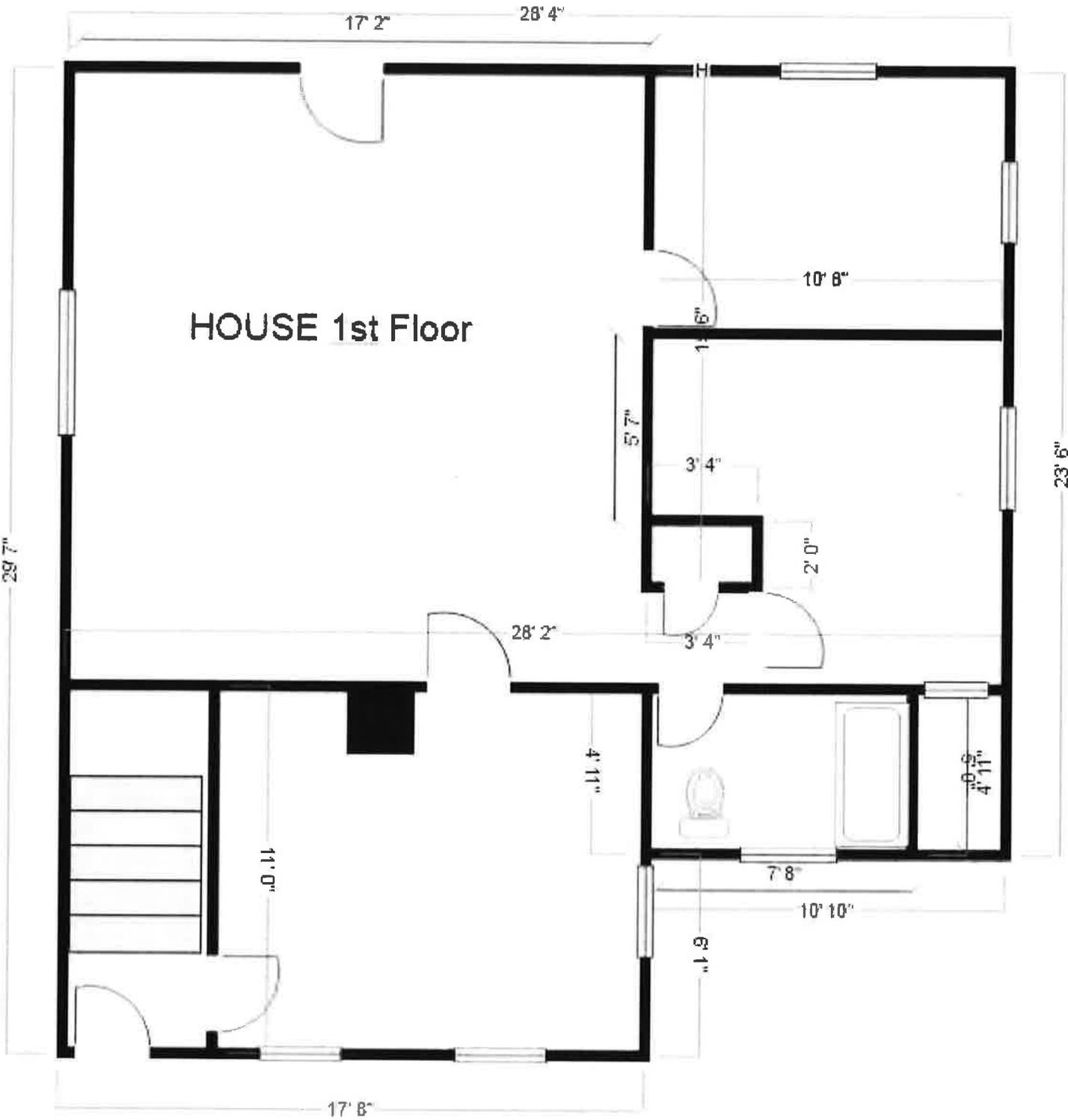
Governing Regulations	The procedures and standards governing this application process are found in Chapter 19, Article 4, Division 6, of the City's Municipal Code.
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Reimbursement Agreement for Application Review Costs

<p>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.</p> <p>B. Guarantee of Payment. To guarantee reimbursement, the applicant shall submit one of the following along with this application:</p> <ol style="list-style-type: none">an irrevocable letter of credit in the name of the City in an amount as set by the zoning administrator; ora cash deposit in an amount as set by the zoning administrator. <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	03/12/2018
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Applicant Signature

Date



HOUSE 1st Floor

17' 2" 28' 4"

10' 8"

23' 6"

29' 7"

28' 2"

5' 7"

3' 4"

2' 0"

4' 11"

4' 11"

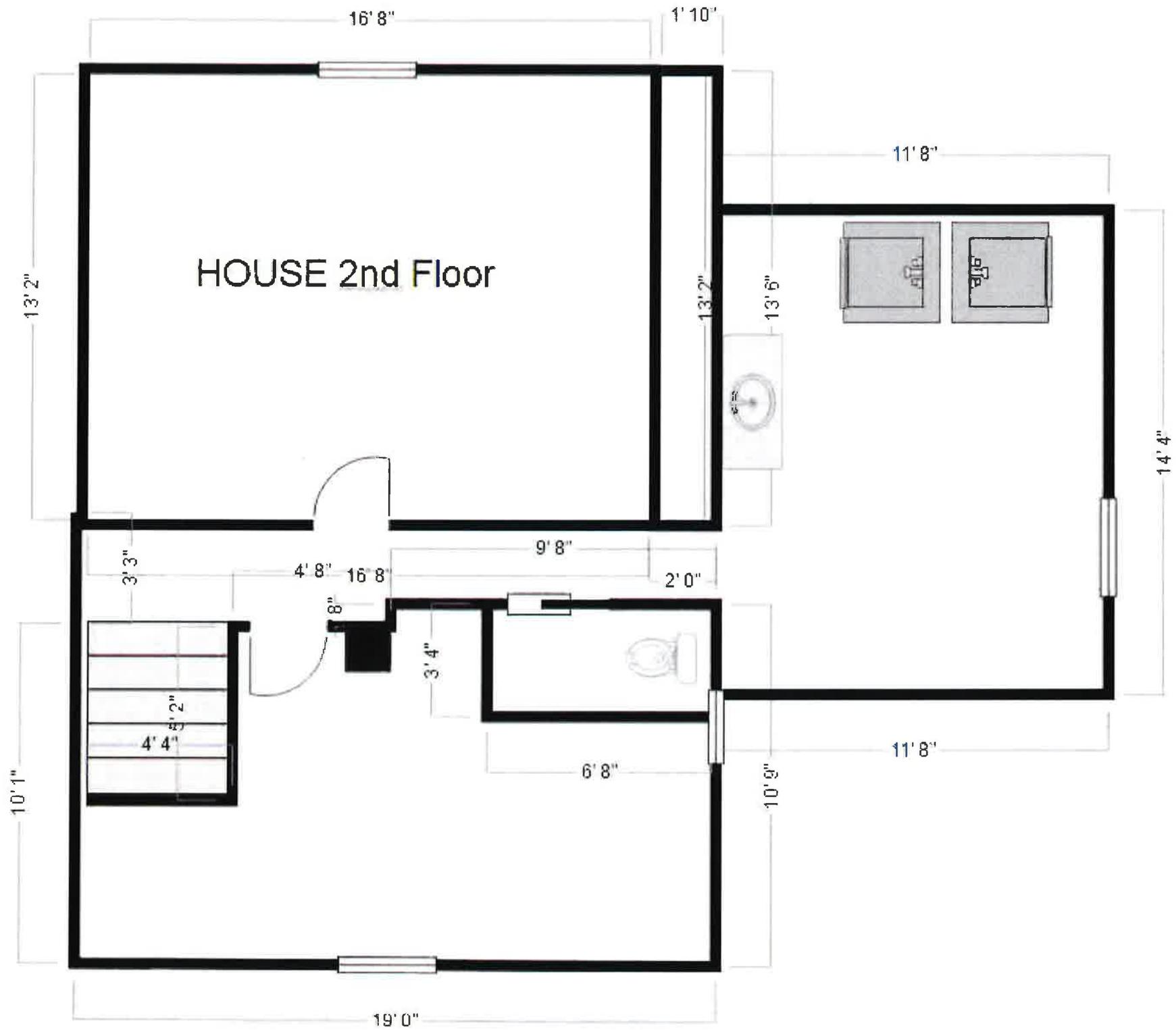
7' 8"

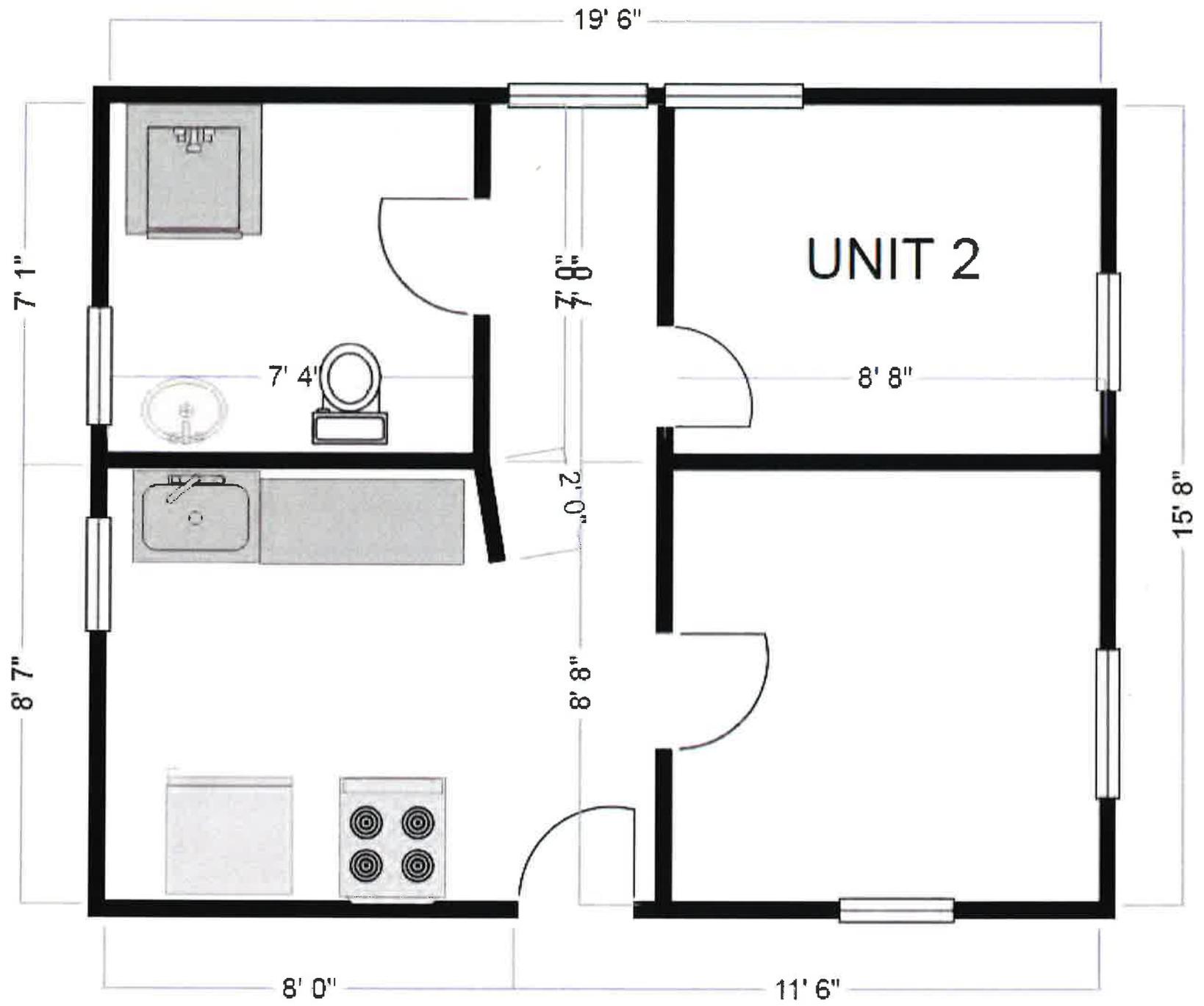
10' 10"

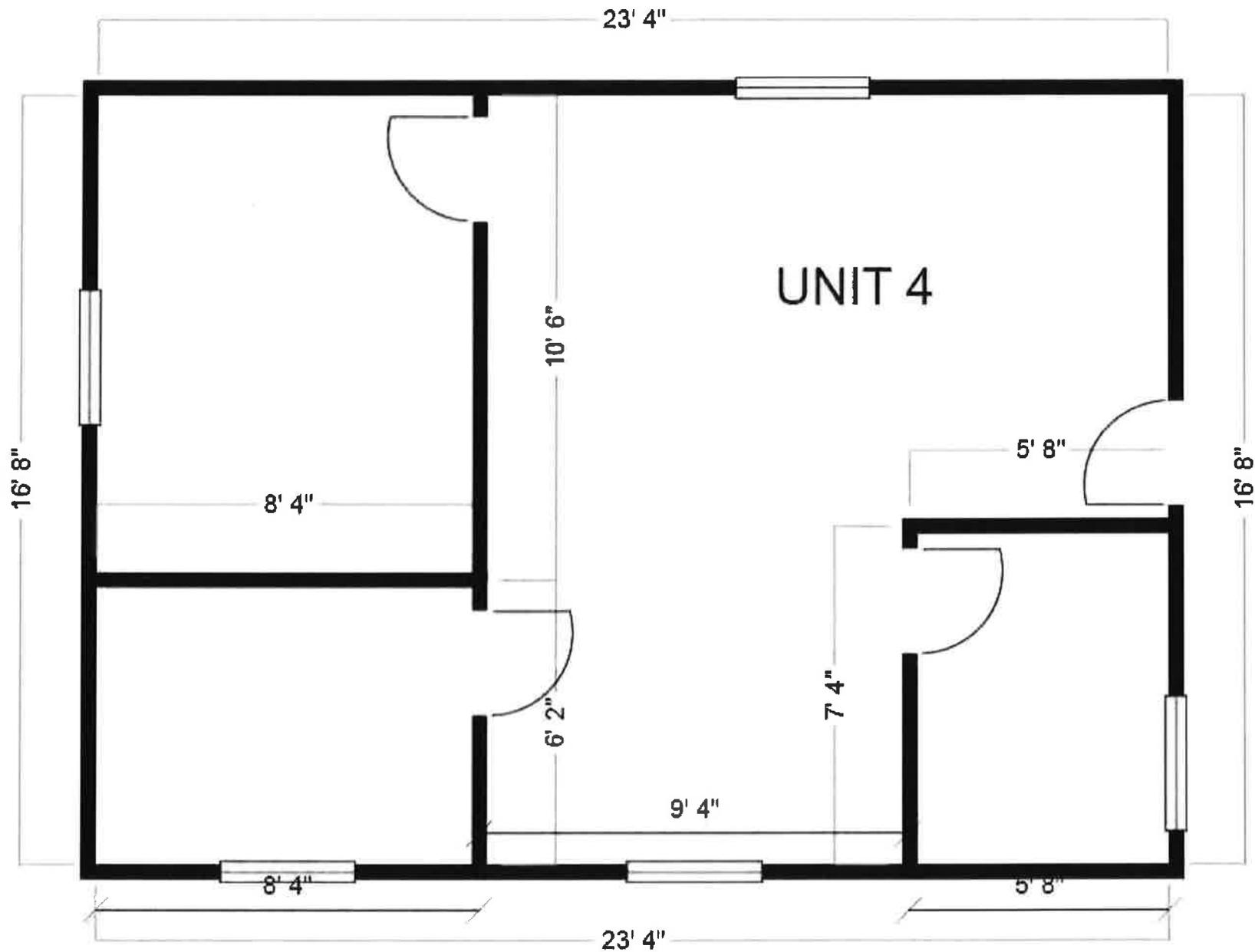
6' 1"

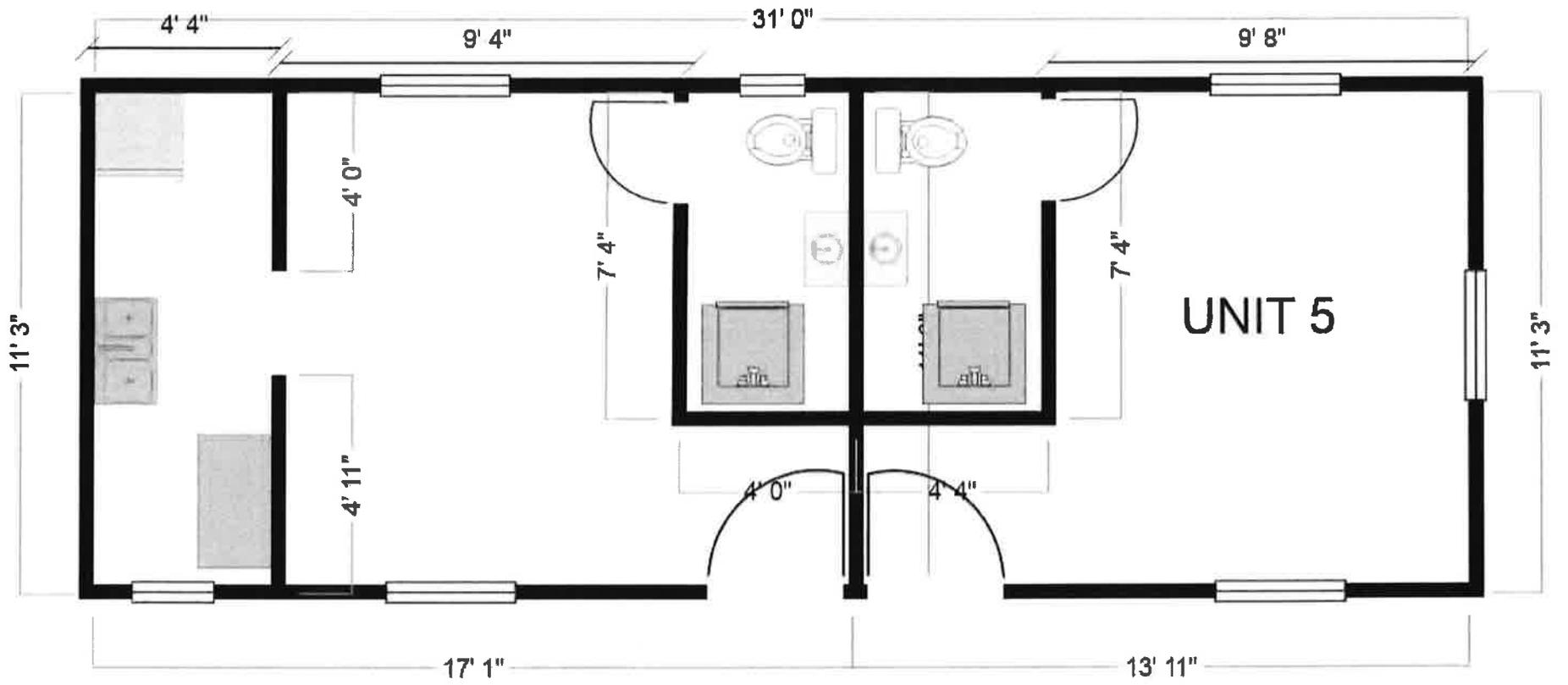
11' 0"

17' 8"









ITEM 16

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 April 9, 2018 meeting;

IT APPROVES the proposal submitted by Show Striping Industries for parking lot and street line marking for the amount of \$13,970.

Brian L. Landers, Mayor

Attest:

Nancy R. Holzem, City Clerk

Vote: _____ ayes _____ nays
Date Introduced: April 16, 2018
Date Passed:
Date Published:



SHOW STRIPING INDUSTRIES

"BECAUSE FIRST IMPRESSIONS COUNT"™

1217 CLARA AVENUE SUITE C, WISCONSIN DELLS, WI 53965,
T: 608-253-0999, F: 608-253-0998, W: www.showstripinggov.com

Date 03-16-18

Proposal Number: 18-5018wd

Location Name: City of Wisconsin Dells Complete Restripe

Location Address: 300 LaCrosse Street Wisconsin Dells, WI 53965

City of Wisconsin Dells 2018

Scope of Project: Re-stripe the entire City of Wisconsin Dells, WI
Project Total \$13,970.00

This Proposal will include the following:

- All parking lot & city re-striping not excluded below
- Beaded double yellow stripe to Chula
- Green/white bike lanes with glass beads
- Oak Street Flex parking
- All 2 color Handicap Stencils
- Emergency Vehicles Only Stencils
- Pioneer Curb
- Finnegan
- Upper River Road curbs, crosswalks, and arrows at Chula

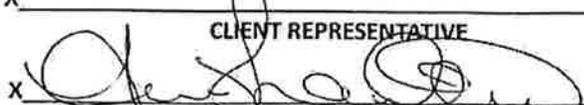
This Proposal does not include following:

- Double yellow on Waubeek Road to Brighton Street
- Oak Street- Broadway to Minnesota
- Eddy Street- (new construction)

The cost listed above is an estimate based upon what is visible in the existing lot. The final count & price may vary slightly based on actual items painted. The above prices, specifications and conditions are satisfactory and are hereby accepted. Show Striping, is authorized to do the work specified. Payments will be made as outlined above. *This Proposal is also subject to the Terms & Conditions on the reverse side hereof.* Owner acknowledges receipt of a copy of this contract and Contractor's Warranty. All material is guaranteed to be as specified and the above work to be performed in accordance with standard practices. Agreements contingent upon weather conditions, traffic patterns, delays, and/or family emergencies beyond control. Work to be completed at a mutually acceptable time to avoid interfering with property owner's business. Unless otherwise specifies by client, only high grade DOT approved long wear fast dry latex waterborne traffic paint is used. Show Striping carries over 5,000,000 public liability insurance. Property Owner is not responsible for any job related accident. On all jobs over \$1,000.00, 50% must be paid upon signature of the contract, and the remaining amount must be made in full completion of job unless otherwise specified and agreed upon by both Show Striping and the owner. On all jobs under \$1,000.00, 25% must be paid upon signature of the contract, and the remaining amount must be made in full completion of job unless otherwise specified and agreed upon by both Show Striping and the Owner.

Acceptance- I hereby accept the above estimate, conditions and payment structure and authorize Show Striping Industries to begin with work specified.

X _____ DATE _____
 CLIENT REPRESENTATIVE

X  DATE 3/16/18
 SHOW STRIPING REPRESENTATIVE

THANK YOU FOR THE OPPORTUNITY TO SERVE!

TERMS AND CONDITIONS (BUSINESS)

Upon Owner's written acceptance of this proposal, the Owner accepts the project specifications and materials set forth herein. No other terms and conditions, or amendment to these terms and conditions, shall be enforceable unless set forth in writing and signed by all parties. Any refusal by the Owner to proceed with the project after acceptance of the proposal shall be deemed a material breach of this contract and Owner agrees that his or her deposit that is stated is non refundable and that they have no legal standing to recover that deposit amount. If the material cost is more than the deposit is worth and the owner decides to cancel or terminate the project after signing the acceptance proposal, the owner agrees that by signing this agreement that they will pay above the deposit amount if necessary to cover all materials and rentals. The recovery of damages above the deposit amount incurred by Show Striping, ("SS") and/or its subcontractors for all lost profit and costs, including all planning, design, preparation and materials identifiable to the contract will be paid by the owner if he or she cancels after signing the proposal therefore accepting it. All permits are the Owner's responsibility prior to the commencement of the project unless SS has specified otherwise in writing. If SS is unable to start or complete the proposed project due to obstructions (ie. vehicles) or other actions of the Owner, the Owner shall be responsible for all costs associated with removing the obstruction or correcting the cause, plus 30% to cover SS overhead and profit. All material will be as specified. All work will be performed in a workmanlike manner in accordance with industry standards. SS does not guarantee the project from cracking, whether original installation or resurfacing, and Owner understands that cracking is likely to occur. SS is not responsible for filling cracks in existing deteriorated (alligatored) areas unless otherwise specified in writing. SS shall not be responsible to Owner for any damages of any nature

for Owner specified grades of less than 1% or Owner's failure to backfill edges of paved areas. All labor performed and material provided is conclusively accepted as satisfactory unless SS is notified otherwise in writing within 5 days after the project is completed.

In the event underlying concrete, wood, other materials or unusual subsoil conditions are discovered during excavation on the job, Owner recognizes that this will result in an additional charge. Any additional material or labor required to complete any portion of the proposed project outside the scope of the specifications through no fault of SS shall result in an additional charge and SS may, at its option, cease performing work at the project until the Owner shall agree to the changes and charges in writing. SS shall not be responsible for any delays in completion of the project as a result of additional work or the Owner withholding approval of additional work.

EXCLUSION OF CONSEQUENTIAL DAMAGES AND DISCLAIMER OF OTHER LIABILITY.

SS'S liability with respect to any breach of this Contract or any breach of any warranty that would be found to exist shall not exceed the contract price. SS SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SS, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL AND/OR CONTINGENT DAMAGES WHATSOEVER. OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS SS FROM ANY AND ALL CLAIMS, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE ARISING FROM INJURIES TO THIRD PARTIES AT THE JOB SITE OR THE INTERRUPTION OR DESTRUCTION OF OWNER/PRIVATE UNDERGROUND CABLE, PIPES OR INSTALLATIONS. COMPLETION, DELAY AND CLAIMS. SS shall not be liable for any damage as a result of any delay due to any cause beyond SS'S complete control, including but not limited to any act of God, act of Owner, embargo or other governmental act, regulation or request, fire, accident, strike, slow-down, war, riot, delay in transportation, delayed delivery by suppliers or Owner's or SS's inability to obtain the necessary permits or licenses or comply with any other governmental regulations concerning the installation or performance. In the event of any such delay, the date of completion shall be executed for a period equal to the time lost by reason of the delay. Claims by Owner against SS must be made in writing to SS within three (3) days of knowledge of the alleged claim and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Owner.

PRICE AND PAYMENT.

The prices in this proposal are SS's prices for the goods and/or services with the Exclusion of Consequential Damages and Disclaimer of Other Liabilities, set forth above, including the disclaimer of strict liability and other tort liability, enforceable against the Owner. If Owner desires for SS to provide a greater or additional warranty and/or to be liable for some or all of the matters disclaimed herein, then the Owner must notify SS in writing and a new contract will be prepared which excludes this language, but which reflects higher sales prices reasonably compensating SS for assuming that additional exposure. In the absence of such a notification, by signing this proposal Owner is accepting such limitations and disclaimers in exchange for the lower prices set forth herein. Owner agrees to pay all costs of collection, including reasonable attorney fees. ALL INVOICES ARE DUE 10 DAYS AFTER THE DATE ON THE INVOICE. Show Striping reserves the right to charge the respectful client if ANY payment is not made when due an accrued compound interest at the rate of 3 ½% per month & \$100.00 penalty fee after ten months with no payment, and \$200.00 penalty fee every year past the first ten months until debt is paid.

WARRANTY & SEVERABILITY.

Owner agrees that this proposal is subject to SS's standard one (1) year limited warranty, a copy of which Owner acknowledges receiving with this proposal. In the event any payment is not made when due, any warranty of SS shall be void. If any of these Terms and Conditions shall be deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any legal and enforceable provisions hereof which shall be construed as if such illegal and unenforceable provision or provisions had not been inserted herein, unless such illegality or unenforceability shall destroy the underlying business purpose.

TERMS AND CONDITIONS

NOTICE OF LIEN RIGHTS: "AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, YOU ARE HEREBY NOTIFIED THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON YOUR PROPERTY MAY HAVE LIEN RIGHTS ON YOUR LAND AND BUILDING(S) IF THEY ARE NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED PRIME CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH YOU OR THOSE WHO GIVE YOU IDENTIFICATION NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION. YOU PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION. YOU SHOULD GIVE A COPY OF EACH NOTICE YOU RECEIVE TO YOUR MORTGAGE LENDER, IF ANY. THE UNDERSIGNED PRIME CONTRACTOR AGREES TO COOPERATE WITH YOU AND YOUR LENDER, IF ANY, TO SEE THAT ALL POTENTIAL CLAIMANTS ARE DULY PAID

ITEM 17

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 April 9, 2018 meeting;

IT APPROVES the proposal submitted by Waterdragon, Inc. for pressuring washing cleaning services (sidewalks, benches, trash cans) for the amount of \$11,190 and for the sealing of the stamped and colored concrete (\$12,906).

Brian L. Landers, Mayor

Attest:

Nancy R. Holzem, City Clerk

Vote: ____ ayes ____ nays
Date Introduced: April 16, 2018
Date Passed:
Date Published:

**Industrial
Commercial
Residential**

Free Estimates!



**Chad A. Eneix
President
2870 Terra Ct. #7
Sun Prairie, WI 53590
Office: 608.580.0506
Cell: 608.290.9179
chad@waterdragoncleaning.com**

Contract Cleaning Agreement

Client: City of Wisconsin Dells
300 LaCrosse St.
Wisconsin Dells, WI 53965
Attn: David Holzem

2018 Proposal; submitted 04/07/2018

Thank you for giving Water Dragon Mobile Pressure Washing the opportunity to provide you with a proposal for service.

Our service provides a clean, customer friendly atmosphere for our clients. We use, **high volume hot** water pressure washing to clean concrete in many commercial and high traffic areas for restaurants, retailers, and municipalities in Wisconsin. Our equipment and techniques, combined with our use of application specific bio-safe detergents have been perfected through over 15 years of experience in the commercial pressure washing industry.

Proposal of services: 2018 Spring Season:

Spring cleaning is a bulk package bid:

- Pressure washing of sidewalks-gum removal and stain removal or fading.
- Areas to be cleaned include all city sidewalks on Broadway from the Bridge at Lacrosse St. to Church St. and includes sidewalks on adjacent streets one block North and South of Broadway.
- Pressure washing of 165+ benches and 60+ trash receptacles.
- Cleaning services will be performed prior to Memorial Day on 2-3 consecutive workdays.
- Work days are tentatively scheduled for starting late evening and continuing through early-to-mid-morning. Water Dragon will have 2 or 3 mobile washing units working in the streets to complete the initial Spring cleaning. All above-mentioned work will be postponed due to inclement weather and rescheduled as soon as possible to meet your Memorial Day deadline.
- Free use of city water most convenient to job location. Water usage will be estimated with # of 325 gallon tanks that we use or metered per water dept. request and reported to the water dept.
- Areas that cannot be cleaned due to ongoing or recent construction will be deducted by a percentage corresponding to linear feet of sidewalk cleaned

Bulk Package Bid = \$11,190.00

Summer/Fall of 2018 spot or maintenance cleaning:

-As the City of Wisconsin Dells Purpose sheet requests:

Water Dragon will provide spot HOT water pressure washing to various high traffic or dirty areas that need touch up cleaning through the summer. (i.e. restaurants, candy stores and tavern

entrances.) Or curb paint removal as requested by customer.

-Complying with Wisconsin Dells proposed timetable and request for a workday rate; Water Dragon will provide a minimum of 2 workdays throughout the summer/Fall that maintenance/ touch-up cleaning can be performed.

Workdays will consist of an 8-hour workday, 1 hour lunch plus drive time to Wisconsin Dells for 2-3 crewmembers. (1.5 hrs one way from Milton, WI to Wis. Dells.)

-Work day will consist of Water Dragon cleaning **any** concrete area, benches and or trash receptacles previously requested and scheduled by Wisconsin Dells. (Areas must pertain to attached map and not conflict with construction sites.)

-Water Dragon requires at least an 8-day notice prior to requested day of cleaning.

-Work will be performed at lowest traffic hours. Work will be performed during nighttime hours starting around midnight and ending no later than 9 a.m.

-NOTE; Curb and gutter paint removal may be substituted for any one maintenance cleaning, if paint removal chemicals are required, additional charges will apply at Water Dragons' cost.

Workday hourly price for 2 men and 1-2 vehicles = \$166.00 per hour. Water Dragon believes you will be pleasantly surprised at how many store fronts, benches and trash receptacles can be washed during and 8 hour period with low traffic night time hours.

Water Dragon Inc. is not liable or responsible for:

-Water run off or direction of water run off.

-Copious amounts of pooling water.

-Water spotted windows on cars or storefronts.

-Drift of water mist in the air due to wind speed or direction.

-All reasonable attempts will be made with in the scope of time and financial feasibility to prevent any of the above listed complications or liabilities.

To maintain the clean and customer-friendly atmosphere vital to your community's prosperity, Water Dragon suggests a regularly scheduled cleaning regimen for this area. I am certain that you will find that the services offered by Water Dragon are worthy of a contracted cleaning agreement. I look forward to hearing from you soon.

Water Dragon Mobile Pressure Washing Inc.
Terms and Conditions of Contract

If Water Dragon Inc. is awarded the project preceding this page, Water Dragon shall be provided reasonable time to complete the job as bid. Water Dragon Inc. shall not be responsible for delays or defaults by any causes of any type or extent beyond its reasonable control, including, but not limited to delays caused by owner, architect, engineers, general contractors, and/or sub contractor, fires, floods, accidents, acts of God or acts of governmental authorities.

Water Dragon Inc. shall be provided with any and all pertinent information changes not included in the original contract in written or email form in sufficient time to permit timely job completion.

All terms and conditions of this offer shall be included in a signed proposal between Water Dragon Inc. and the owner or his/her representative or designee. The signing of this proposal is considered a contract for service and all of its terms.

Water Dragon Inc. shall be entitled to equitable adjustments to the proposal amount for additional costs incurred due to project delays or acceleration beyond its reasonable control.

All claims, disputes and matters in question arising out of, or relating to, this proposal or the breach thereof, shall be decided by arbitration in the Rock, WI County Court System unless the parties mutually agree otherwise. Water Dragon Inc. is entitled to reimbursement from the customer or representing signing party for all associated court costs and attorney fees. Continuation of work during the arbitration will be mutually agreed upon in writing between Water Dragon Inc. and the customer.

Normal terms of payment are net 30 days net pay unless noted different on the invoice. If any other terms or retainage is required, terms must be agreed upon between Water Dragon Inc. and the customer prior to beginning the project. Any invoice that exceeds the agreed upon terms, will be subject to a 1 ½% monthly finance charge on the amount due.

Water Dragon Inc.

Customer _____

By: _____

Company/Title _____

Chad A. Eneix Date
President

Signature Date\

Proposal _____

**Contract Cleaning Agreement between Water Dragon and City of
Wisconsin Dells.**

The signing and return of this document is considered a contract for service. The signing party acknowledges all terms and conditions outlined in the previous pages of this document.

The signing party attests that he/she is authorized to enter into a legally binding contract for service.

Authorized Signature _____

Date _____

Authorized Signature _____

Date _____

Water Dragon Inc.

**Industrial
Commercial
Residential**

Free Estimates!



**Chad A. Eneix
President
2870 Terra Ct. #7
SunPrairie, WI 53590
Office: 608.580.0506
Cell: 608.290.9179
chad@waterdragoncleaning.com**

Proposal/Contract Agreement

Client: City of Wisconsin Dells
300 LaCrosse St.
Wisconsin Dells, WI 53965
Attention: David Holzem

Proposal: 2018

Sealing of Stamped and Colored Concrete, Downtown Wisconsin Dells Streets

Location:

Downtown Wisconsin Dells, Wi

Scope of the Work:

- Sealing of stamped and colored concrete areas on downtown sidewalks.
- Sealer is a waterproof, breathable moisture barrier with a gloss finish designed specifically to enhance the color and character of stamped and colored concrete.
- Areas to be sealed include all stamped and colored concrete trim on Broadway from Church St. to LaCrosse St. and 1 block adjacent to Broadway.
- Sealing needs to be performed immediately after pressure washing to avoid sealing gum, dirt, and debris into concrete
- Price reflects work to be done consecutively after spring cleaning
- Application of approximately 135 gallons of sealer

Additional Terms

- Work will be performed on 2 consecutive nights. One entire side of Broadway and its approach streets will be sealed the first day, and the other side will be sealed the second day
- Water Dragon will provide caution tape and cones, customer must close all areas to be sealed to parking.
- Water Dragon will assist in opening parking in sealed areas as soon as sealer is dry

Terms of the Agreement:

Sealer Application= \$12906.00

Water Dragon Mobile Pressure Washing Inc.
Terms and Conditions of Contract

If Water Dragon Inc. is awarded the project preceding this page, Water Dragon shall be provided reasonable time to complete the job as bid. Water Dragon Inc. shall not be responsible for delays or defaults by any causes of any type or extent beyond its reasonable control, including, but not limited to delays caused by owner, architect, engineers, general contractors, and/or sub contractor, fires, floods, accidents, acts of God or acts of governmental authorities.

Water Dragon Inc. shall be provided with any and all pertinent information changes not included in the original contract in written or email form in sufficient time to permit timely job completion.

All terms and conditions of this offer shall be included in a signed proposal between Water Dragon Inc. and the owner or his/her representative or designee. The signing of this proposal is considered a contract for service and all of its terms.

Water Dragon Inc. shall be entitled to equitable adjustments to the proposal amount for additional costs incurred due to project delays or acceleration beyond its reasonable control.

All claims, disputes and matters in question arising out of, or relating to, this proposal or the breach thereof, shall be decided by arbitration in the Rock, WI County Court System unless the parties mutually agree otherwise. Continuation of work during the arbitration will be mutually agreed upon in writing between Water Dragon Inc. and the customer.

Normal terms of payment are net 30 days net pay unless noted different on the invoice. If any other terms or retainage is required, terms must be agreed upon between Water Dragon Inc. and the customer prior to beginning the project. Any invoice that exceeds the agreed upon terms, will be subject to a 1 ½% monthly finance charge on the amount due.

Water Dragon Inc.

Customer _____

By: _____

Company/Title _____

Chad A. Eneix Date
President

Signature Date

**Contract Cleaning Agreement between Water Dragon and the City of
Wisconsin Dells**

The signing and return of this document is considered a contract for service. The signing party acknowledges all terms and conditions outlined in the previous pages of this document.

The signing party attests that he/she is authorized to enter into a legally binding contract for service.

Authorized Signature _____

Date _____

Authorized Signature _____

Date _____

Water Dragon
Mobile Pressure Washing Inc.

CITY OF WISCONSIN DELLS
ORDINANCE NO. A-824
(Sign Code Changes)

ITEM 18

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

SECTION I: PURPOSE

This ordinance amends the sign code regarding portable signs, non-conforming signs and ground signs.

SECTION II: PROVISIONS AMENDED

Wisconsin Dells Code Sec. 22.09(8)(a) is amended
Wisconsin Dells Code Sec. 22.09(12)(b) is amended
Wisconsin Dells Code Sec. 22.10(5)(c) is amended
Wisconsin Dells Code Sec. 22.12(3) is amended
Wisconsin Dells Code Chapter 22 Table E is amended

SECTION III: PROVISIONS AS AMENDED

22.09 (8) Portable Signs.

(a) **Location.** The sign ~~should~~ **shall** be located within ten (10) feet of the business entrance, but shall not be placed in a location where the **public** paved area for passage is reduced to less than six (6) **continuous** feet **in width** or within twelve (12) feet of an intersection, driveway, public stairwell or crosswalk. **Where possible, portable signs shall be located on private property.**

C-2 Zoning District. The Design Review Committee may approve signs on public property in the C-2 Zoning District. Where possible the signs are to be located in the dedicated terrace area, which is delineated from the public walking path as colored and stamped concrete or pavers that separates the walking path from the vehicle lanes.

22.09 (12) Wind Signs.

(b) Regulation. Wind signs greater than 50 square feet in size or upon which there appears any copy or printed words shall be regulated as ~~ground~~ **pole** signs.

22.10(5)(c) Pole Signs.

(i) **C-1 Neighborhood Commercial.** On-premises pole sign may be nearer than 500 feet to any other ~~ground~~ **pole or monument** sign, if it is the only on-premises ~~ground~~ **pole or monument** sign situated upon the premises or parcel upon which the business or commercial activity promoted is situated. Any new on-premise pole sign shall be conditionally approved by the DRC following the procedures of the CUP process per Code Chapter 19 Article 4 Division 6 (19.370-19.389). Such signs shall not exceed 50 square feet. Additional conditions may also be imposed.

(iii) **C-4 Large Scale Commercial.** Off-premises pole signs shall be not less than 200 feet from any other pole or monument sign or sign structure on the same side of the street on which the pole sign or sign structure is situated. An on-premises pole sign may be nearer than 200 feet to any other pole or monument

sign if it is the only on-premises pole or monument sign situated upon the premises or parcel upon which the business or commercial activity is situated; and, if the business is located in a stand-alone building. Existing Sauk signs exempted: Off-premise pole signs in the C-4 Commercial Zoning District existing and documented in the 2013 Sauk County Sign inventory shall be exempt from the 200 ft spacing requirement. These signs will remain regulated by the 100 ft sign separation requirement in place when they were installed.

22.12 Non-Conforming Signs & Structures

(3) **Transfer of Ownership.** A nonconforming sign on property which changes owners shall comply with this sign code unless the design and review committee, ~~after notice and public hearing,~~ determines that continuation of the nonconforming on premises sign will not have a deleterious effect on neighboring properties or be inconsistent with the redesign and rehabilitation of the business district. DRC shall consider, among other appropriate factors, whether the nonconforming on premises sign is located East of Cedar Street or is associated with a business which will not change its name or branding.

Table E: Downtown C-2 Commercial District Permitted Signage.

Portable Sign – Number of Signs Allowed

1 per business that has obtained a food license. Located in terrace where possible.

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 as provided by state law.

SECTION VII: PART OF CODE

This ordinance becomes a part of Wisconsin Dells Code, Chapter 22.

Brian L. Landers, Mayor

Nancy R. Holzem, City Clerk

First Reading Passed: March 19, 2018

Second Reading passed:

Published: March 29, 2018

**ORDINANCE NO. A-825
(Sullivan Annexation - MBR No. 14080)**

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

SECTION 1: Territory Annexed by Direct Annexation.

In accordance with Wis. State Statute sec. 66.0217(2) and the Petition for Direct Annexation by Unanimous Consent filed with the City Clerk by property owners Brendan and Nicole Sullivan, the following described territory in the Town of Newport, Columbia County, Wisconsin is hereby annexed in to the City of Wisconsin Dells, Wisconsin and the zoning map as set forth in section 19.612 of the Wisconsin Dells Municipal Code is hereby permanently amended to include the property set forth below. Total acres of said property is .5 acres. Population is 0. Annexation boundary map is attached as Exhibit A. Legal description is attached as Exhibit B. Upon annexation, said property will become part of City of Wisconsin Dells, Columbia County Ward 1.

SECTION 2: Effect of Annexation.

From and after the effective date of this ordinance, the territory described in Section 1 shall be a part of the City of Wisconsin Dells for any and all purposes provided by law, and all persons residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Wisconsin Dells.

SECTION 3. Temporary Zoning Classification.

The territory annexed to the City of Wisconsin Dells shall by this ordinance be temporarily zoned R-1 Residential-Single.

SECTION 4. Severability.

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 5. Effective Date.

This ordinance shall take effect upon passage and publication as provided by law and becomes part of the Zoning Map for the City of Wisconsin Dells.

Brian L. Landers, Mayor

Nancy R. Holzem, City Clerk

First Reading Passed: March 19, 2018
Second Reading Passed:
Published: March 19, 2018

**Zoning Map Amendment – Annex property and permanently zone R-1 Residential – single family
200 Windy Hill Rd.**

Staff Report for Plan Commission, 03/12/18

The City of Wis. Dells has received a Land Owner-Initiated Zoning Map amendment application from Brendan and Nicole Sullivan to annex Columbia County, Township of Newport tax parcel 11028-63.01 and permanently zone it R-1 Residential – single family. This property is adjacent to their home, already within the City of Wisconsin Dells, on tax parcel 11291-1243.01 located at 200 Windy Hill Rd. The existing City parcels in this area are currently Zoned R-1 Residential-single family. This request is relatively straight forward, but it is a result of the land purchase that has created other issues that should be addressed before moving forward.

In September of 2017 a land sale occurred for a part of tax parcel 11291-1243 in the City and part of tax parcel 11028-63 outside the City in the Township of Newport. Both of these parcels were owned by Newport Run, LLC and a portion of each of these parcels was sold to Brendan and Nicole Sullivan. The sale of a part of each of these tax parcels effectively caused a land division of each of the parcels. This land division was not reviewed or approved by either the City or the Township/County, and it resulted in the creation of a non-conforming parcel in the City of Wisconsin Dells (11291-1243.02) and a non-conforming parcel in the Township of Newport (11028-63.01). City of Wis. Dells parcel 1129-1243.02 does not meet the minimum street frontage requirements (40 ft), or minimum lot width at front yard set-back requirements (85 ft).

In October of 2017 the City approved CSM 5937 that would remove the non-conforming City of Wisconsin Dells parcel 11291-1243.02 and combine it with the adjacent lot to the west, City of Wisconsin Dells parcel 11291-1242 owned by Eric and Mary Helland. This CSM was recorded, but the parcels were not combined because the non-conforming parcel 11291-1243.02 is owned by Newport Run, LLC and parcel 11291-1242 is owned by Eric and Mary Helland. While Eric Helland is a signatory for Newport Run, LLC, the parcels are still owned by separate entities and therefore cannot be combined without a deed placing both parcels in the same name. The Sullivan's have been given notice by the County of the need to address the non-conforming parcel in the Township. The annexation and zoning request before the City would remove the non-conforming parcel from the Township. The City has also received a CSM to combine the annexed parcel 11028-63.01 with an existing City parcel 11291-1243.01. The Annexation, Zoning, and combining of the non-conforming Columbia County parcel 11028-63.01 should be contingent on the execution of CSM 5937 to remove the non-conforming City of Wis. Dells parcel 11291-1243.02

Approval of the Zoning Map Amendment should have the following conditions:

- 1) Approval of the Annexation of parcel 11028-63.01
- 2) Approval of the CSM combining the annexed parcel 11028-63.01 with existing City parcel 11291-1243.01.
- 3) Non-conforming tax parcel 1243.02, is combined with tax parcel 11291-1242 as approved by the City per CSM 5937 in October 2017.

Approval Annexation should have the following conditions:

- 1) Approval of the CSM combining the annexed parcel 11028-63.01 with existing City parcel 11291-1243.01.
- 2) Non-conforming tax parcel 1243.02, is combined with tax parcel 11291-1242 as approved by the City per CSM 5937 in October 2017.

Approval of the CSM to combine annexed parcel 11028-63.01 with existing City parcel 11291-1243.01 should have the following condition:

- 1) Approval of the Annexation and Permanent Zoning of parcel 11028-63.01

Chris Tollaksen
City of Wis. Dells Public Works

ORDINANCE NO. A-826
(Permanent Zoning for Annexation)

ITEM 20

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

SECTION I: PURPOSE

The purpose of this ordinance is to establish permanent zoning on recently annexed lands.

SECTION II: PROVISIONS AMENDED

The zoning map for the City of Wisconsin Dells as set forth in the official map provided for in the Wisconsin Dells Code of Ordinances is hereby permanently amended so as to zone the territory as provided below.

SECTION III: PROPERTY PERMANENTLY ZONED

The following property is hereby permanently zoned R-1 Residential-Single upon annexation into the City of Wisconsin Dells:

Columbia County Tax Parcel: 11291-1243.01

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 as provided by statute.

SECTION VII:

This ordinance becomes a part of Zoning Map for the Wisconsin Dells.

Brian L. Landers, Mayor

Nancy R. Holzem, City Clerk

First Reading Passed: March 19, 2018
Second Reading Passed:
Published: March 29, 2018

**Zoning Map Amendment – Annex property and permanently zone R-1 Residential – single family
200 Windy Hill Rd.**

Staff Report for Plan Commission, 03/12/18

The City of Wis. Dells has received a Land Owner-Initiated Zoning Map amendment application from Brendan and Nicole Sullivan to annex Columbia County, Township of Newport tax parcel 11028-63.01 and permanently zone it R-1 Residential – single family. This property is adjacent to their home, already within the City of Wisconsin Dells, on tax parcel 11291-1243.01 located at 200 Windy Hill Rd. The existing City parcels in this area are currently Zoned R-1 Residential-single family. This request is relatively straight forward, but it is a result of the land purchase that has created other issues that should be addressed before moving forward.

In September of 2017 a land sale occurred for a part of tax parcel 11291-1243 in the City and part of tax parcel 11028-63 outside the City in the Township of Newport. Both of these parcels were owned by Newport Run, LLC and a portion of each of these parcels was sold to Brendan and Nicole Sullivan. The sale of a part of each of these tax parcels effectively caused a land division of each of the parcels. This land division was not reviewed or approved by either the City or the Township/County, and it resulted in the creation of a non-conforming parcel in the City of Wisconsin Dells (11291-1243.02) and a non-conforming parcel in the Township of Newport (11028-63.01). City of Wis. Dells parcel 1129-1243.02 does not meet the minimum street frontage requirements (40 ft), or minimum lot width at front yard set-back requirements (85 ft).

In October of 2017 the City approved CSM 5937 that would remove the non-conforming City of Wisconsin Dells parcel 11291-1243.02 and combine it with the adjacent lot to the west, City of Wisconsin Dells parcel 11291-1242 owned by Eric and Mary Helland. This CSM was recorded, but the parcels were not combined because the non-conforming parcel 11291-1243.02 is owned by Newport Run, LLC and parcel 11291-1242 is owned by Eric and Mary Helland. While Eric Helland is a signatory for Newport Run, LLC, the parcels are still owned by separate entities and therefore cannot be combined without a deed placing both parcels in the same name. The Sullivan's have been given notice by the County of the need to address the non-conforming parcel in the Township. The annexation and zoning request before the City would remove the non-conforming parcel from the Township. The City has also received a CSM to combine the annexed parcel 11028-63.01 with an existing City parcel 11291-1243.01. The Annexation, Zoning, and combining of the non-conforming Columbia County parcel 11028-63.01 should be contingent on the execution of CSM 5937 to remove the non-conforming City of Wis. Dells parcel 11291-1243.02

Approval of the Zoning Map Amendment should have the following conditions:

- 1) Approval of the Annexation of parcel 11028-63.01
- 2) Approval of the CSM combining the annexed parcel 11028-63.01 with existing City parcel 11291-1243.01.
- 3) Non-conforming tax parcel 1243.02, is combined with tax parcel 11291-1242 as approved by the City per CSM 5937 in October 2017.

Approval Annexation should have the following conditions:

- 1) Approval of the CSM combining the annexed parcel 11028-63.01 with existing City parcel 11291-1243.01.
- 2) Non-conforming tax parcel 1243.02, is combined with tax parcel 11291-1242 as approved by the City per CSM 5937 in October 2017.

Approval of the CSM to combine annexed parcel 11028-63.01 with existing City parcel 11291-1243.01 should have the following condition:

- 1) Approval of the Annexation and Permanent Zoning of parcel 11028-63.01

Chris Tollaksen
City of Wis. Dells Public Works

ORDINANCE NO. _____
(Backyard Chickens)

ITEM 21

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

SECTION I: PURPOSE

The purpose of this ordinance is to permit the keeping of backyard chickens on single family unit lots.

SECTION II: PROVISION CREATED

Wisconsin Dells Code Sec. 16.025 is created.

SECTION III: PROVISION AS CREATED:

16.025 Backyard Chickens Ordinance

- (1) Notwithstanding Code Sec. 16.02, this Ordinance permits the keeping of chickens in residential zoning districts as follows.
- (2) Site Standards.
 - (a) Number. No more than six hens shall be allowed for each dwelling unit.
 - (b) Location. Coops or cages housing chickens shall be kept at least twenty-five feet from the door or window of any dwelling or occupied structure other than the owner's dwelling. Coops and cages shall not be located within five feet of a side-yard or rear-yard lot line. Coops and cages may not be in residences or garages. Coops and cages must be in backyards and not visible from the public right-of-way.
 - (c) Enclosure. Hens shall be provided with a covered, predator-proof coop or cage that is well ventilated and designed to be easily accessed for cleaning. The coop shall allow at least two square feet per hen. Hens shall have access to an outdoor enclosure that is adequately fenced to contain the birds on the property and to prevent predators from access to the birds. Hens shall not be allowed out of these enclosures unless a responsible individual, over eighteen years of age, is directly monitoring the hens and able to immediately return the hens to the cage or coop if necessary.
 - (d) Sanitation. The coop and outdoor enclosure must be kept in a sanitary condition and free from offensive odors. The coop and outdoor enclosure must be cleaned on a regular basis to prevent the accumulation of waste.

- (e) Slaughtering. There shall be no slaughtering of chickens on the property.
 - (f) Roosters. It is unlawful for any person to keep roosters.
 - (g) The owner shall abide by all state laws and regulations for livestock premises registration, including applicable sections of Wis. Stat. sec. 95.51, and Wis. Admin. Code Chap. ATCP 17 and any applicable amendments thereto. Applicants shall also follow state law regarding import, purchase and sales of live poultry as set forth in Wis. Admin. Code Chap. ATCP 10.40 and ATCP 10.42 and any amendments thereto.
 - (h) There shall be no breeding or hatching of chickens.
 - (i) Any poultry feed shall be stored so as to keep out rodents. The owner shall practice proper poultry waste disposal in order to avoid odors. Waste composting on the premises shall be allowed as long as it does not create odors or other nuisances for neighboring properties.
 - (j) The main food source for the chickens should be provided in dedicated feeding containers and scatter feeding as the primary food source is prohibited (small amounts of scratch grains that do not accumulate on the property are allowed). Fresh water shall be available at all times and adequate amounts of feed provided.
- (3) Permit Required. A permit shall be required to keep chickens in the City. An application for a permit must contain the following items:
- (a) The name, phone number, and address of the applicant.
 - (b) The location of the subject property.
 - (c) A site plan containing the following information: A description of any coops, cages or outdoor enclosures, providing dimensions and the precise location (if fixed) of these enclosures in relation to property lines and adjacent properties. If applicant proposes to use a mobile coop and/or a chicken run, the dimensions of the structure(s) shall be provided and the area of requested allowed placement areas shall be provided. Coops and cages must be constructed in a workmanlike manner.
- (4) If the applicant proposes to keep chickens in the yard of a rented dwelling, the applicant must present a signed statement from the owner of the dwelling consenting to the applicant's proposal for keeping chickens on the premises.
- (5) Chickens may only be kept on single-family unit lots. Chickens may not be kept on two-family or multiple-family lots.
- (6) Permit Process. Permits will be granted on an annual basis (unless this section is repealed). If the permittee follows the terms of the section, the permit will be presumptively renewed (unless this section is repealed) and the applicant may continue

to keep chickens under the terms and conditions of the initial permit. The city may refuse to renew or may revoke the permit at any time, (after giving the permittee fifteen days' notice of the basis for the revocation or nonrenewal and an opportunity to be heard on the issue) if the permittee does not follow the terms of this section, or if city determines that the permit holder has not maintained the chickens, coops, or outdoor enclosures in a clean and sanitary condition.

- (7) If this ordinance is repealed, no party shall have the right to keep chickens based on a nonconforming use status obtained under this section.
- (8) No vested property rights are created by the issuance of a backyard chicken license.
- (9) Fees. The City may establish by resolution fees related to the administration of this ordinance payable by the applicant.
- (10) Sunset. This code section shall expire May 31, 2019.

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: PART OF CODE

This ordinance becomes a part of Wisconsin Dells Code, Chapter 16.

Brian L. Landers, Mayor

Nancy R. Holzem, City Clerk

INTRODUCED: _____
PUBLISHED: _____
PASSED: _____

CITY OF WISCONSIN DELLS
ORDINANCE NO. _____
(Parking of Bicycles on Sidewalks)

ITEM 22

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

SECTION I: PURPOSE

The purpose of this ordinance is to amend the use of sidewalk section of the bicycle ordinance.

SECTION II: PROVISIONS AMENDED AND CREATED

Wisconsin Dells Code sec. 23.15(B) & (C) are created.

SECTION III: PROVISIONS AS AMENDED AND CREATED:

B. Bicycle Parking

1. Bicycles may not be parked in the following locations:
 - a. On the Broadway Street (Highway 13/16/23) right-of-way between the Wisconsin River Bridge and Church Street as posted by official signage.
 - b. Bicycles may not be parked in the Duchess Plaza area or public right-of-ways that bound the Plaza on any side as posted by official signage.
 - c. Bicycles may not be allowed to park on any public right-of-way or property during special events such as Wo-Zha-Wa and other City of Wisconsin Dells approved festivals and events. These additional parking restrictions for bicycles would be as regulated by the City of Wisconsin Dells Chief of Police and official signage.
2. Bicycle parking on other City public right-of-ways/property is allowed as follows:
 - a. Bicycles may be parked/secured to City of Wisconsin Dells owned bicycle racks for up to 48 hours, or as regulated by the Chief of Police and official sign.
 - b. Bicycles may be parked/secured on other City public right-of-ways or property for no longer than 24 hours, in a manner that does not unreasonably impede any normal pedestrian or vehicle traffic flow or cause damage to any City owned property.
 - c. The bicycle parking allowances listed above, apply to 1 bicycle per person. No one person may park multiple bicycles on any public property.

C. Penalty/Enforcement.

Bicycles and their owners or operators in violation of Subsections A and/or B may be cited and/or removed and stored at the owner's expense in addition to the penalty described in 23.18. Bicycles that are not claimed and/or owners are not ascertained, may be disposed of in accordance with the City of Wisconsin Dells Police Department policy dealing with property disposal.

SECTION IV: SEVERABILITY

The provisions of this ordinance shall be deemed severable and it is expressly declared that the City would have passed the other provisions of this ordinance irrespective of whether or not one or more provisions may be declared invalid. If any provision of this ordinance or the application to any person or circumstances is held invalid, the remainder of the ordinance and the application of such provisions to other persons or circumstances shall not be affected.

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: PART OF CODE

This ordinance becomes a part of Wisconsin Dells Code, Chapter 23.

Brian L. Landers, Mayor

Nancy R. Holzem, Clerk/Coordinator

First Reading Passed:
Second Reading Passed:
Publication: