CITY OF WISCONSIN DELLS MEETING AGENDA

Meeting Description COMMON COUNCIL MEETING

Date: TUESDAY, APRIL 18, 2017 **Time:** 7:00PM **Location:** MUNICIPAL BUILDING
300 LA CROSSE STREET, WISCONSIN DELLS, WI

MAYOR	COUNCIL MEMBERS		
BRIAN L. LANDERS	FIRST DISTRICT	SECOND DISTRICT	THIRD DISTRICT
	Jesse DeFosse	Mike Freel	Ed Fox
	Brian Holzem	Dar Mor	Ed Wojnicz

OPENING	
1	CALL TO ORDER & ROLL CALL
2	PLEDGE OF ALLEGIANCE
3	APPROVAL OF CONSENT AGENDA ITEMS: a. Approval of the March 20, 2017 Common Council Meeting Minutes b. Schedule of Bills Payable April 18, 2017 c. Applications for Bartender Licenses
4	COMMITTEE UPDATES BY CHAIRPERSONS: (PARKS & REC, LIBRARY, LEGISLATIVE, RIVER ARTS, PARKING BOARD, PLAN COMMISSION, FINANCE, PUBLIC WORKS, DESIGN REVIEW COMMITTEE, PUBLIC SAFETY & BID)
AGENDA ITEM	
5	PUBLIC COMMENT/ CITIZEN APPEARANCES FOR ANY NON-AGENDA ITEM
6	APPLICATION FOR ORIGINAL CLASS B BEER & CLASS C WINE LICENSE SUBMITTED BY CHEESE CAKE HEAVEN, INC, NANCY KIMPS, AGENT, FOR CHEESE CAKE HEAVEN RESTAURANT, 231 BROADWAY, FOR THE LICENSING PERIOD OF APRIL 19, 2017 THRU JUNE 30, 2017 (CAFÉ ZONE AREA CONTINGENT UPON SIGNED AGREEMENT)
7	APPLICATION FOR AN ORIGINAL CLASS B BEER LICENSE SUBMITTED BY MNEG CONCESSIONS LLC, MONTE MATTEI AGENT, FOR A CONCESSION STAND AT 1881 WIS DELLS PARKWAY (MT. OLYMPUS) FOR THE LICENSING PERIOD OF APRIL 19, 2017 THRU JUNE 30, 2017
8	REQUEST FROM FAMILYLAND ENTERPRISES LLC TO AMEND THE PREMISES DESCRIPTION ON THEIR CLASS B BEER & CLASS C WINE LICENSE FOR MACS RESTAURANT AT 208 BROADWAY TO INCLUDE THE OUTDOOR CAFÉ ZONES (CONTINGENT UPON SIGNED CAFÉ AREA USE AGREEMENT)
9	REQUEST TO CHANGE RESTAURANT NAME ON CLASS B BEER & CLASS B LIQUOR (QUOTA PLUS) LICENSE HELD BY TRAVEL MART INC FOR 452 BROADWAY
10	APPLICATIONS FOR RENEWAL OF FIREWORK SALES LICENSES RECEIVED FROM RICHARD CHRISTENSEN (4 LOCATIONS), BRIAN HOLZEM (2 LOCATIONS) , AND MAUER'S MARKET FOR THE LICENSING PERIOD OF MAY 1, 2017 THROUGH APRIL 30, 2018.
11	APPLICATION FOR RENEWAL OF RIDING STABLE/HORSES FOR HIRE LICENSE RECEIVED FROM DELLS ADVENTURE DEVELOPMENT FOR BEAVER SPRINGS RIDING STABLES FOR THE LICENSING PERIOD OF MAY 1, 2017 THROUGH APRIL 30, 2018
12	APPLICATIONS FOR RENEWAL OF EMPLOYEE LODGING FACILITY LICENSES
RESOLUTIONS	
13	RESOLUTION TO AMEND SCHEDULE OF FEES ADDING CONSENT & INDEMNIFICATION AGREEMENT FEE AND FURNISHINGS, FIXTURES & EQUIPMENT (FF&E) FEE
14	RESOLUTION TO APPROVE AGREEMENT WITH MSA FOR EDDY STREET SIGNAL DESIGN

15	RESOLUTION TO APPROVE BROADWAY CAFÉ AREA NON-EXCLUSIVE USE AGREEMENT FOR MACS RESTAURANT AT 208 BROADWAY
16	RESOLUTION TO APPROVE BROADWAY CAFÉ AREA NON-EXCLUSIVE USE AGREEMENT FOR CHEESECAKE HEAVEN AT 231 BROADWAY
17	RESOLUTION TO APPROVE LINE AND LOT MARKING CONTRACT WITH SHOW STRIPING
18	RESOLUTION TO APPROVE SIDEWALK PRESSURE WASHING & SEALING CONTRACTS WITH WATER DRAGON
19	RESOLUTION TO APPROVE A CONDITIONAL USE PERMIT TO AMERICAN WORLD INC IN ORDER TO ALLOW SEASONAL WORKFORCE HOUSING AT 2020 WISCONSIN DELLS PARKWAY
ORDINANCES	
20	SECOND READING OF ORDINANCE TO CREATE CODE SEC. 16.35 TOURIST ROOMING HOUSE
21	SECOND READING OF ORDINANCE TO AMEND LAND USE GROUP ACCOMMODATION CODE SEC. 19.111(5.3) FROM "GROUP LODGING FACILITY" TO "SEASONAL WORKFORCE HOUSING"; AND TO AMEND 19.111(5.5) OVERNIGHT LODGING TO INCLUDE TOURIST ROOMING HOUSES.
22	SECOND READING OF ORDINANCE TO AMEND CODE SEC. 16.06 - LODGING FACILITIES ADDING ADDITIONAL REQUIREMENTS
23	SECOND READING OF ORDINANCE TO AMEND CODE SEC. 6.05 –SIDEWALK LITTER & DEBRIS TO INCLUDE THE CAFÉ ZONES
24	FIRST AND SECOND READING OF ORDINANCE TO CREATE CODE SEC. 10.30 AUTHORIZING THE CHIEF OF POLICE TO PROHIBIT PEOPLE FROM RIDING IN CARGO AREAS OF MOTOR VEHICLES DURING TIMES OF HIGH TRAFFIC VOLUME AND ACTIVITY ASSOCIATED WITH SPECIAL EVENTS AND FESTIVALS
CLOSING	
25	BUSINESS FOR REFERRAL TO COMMITTEES OR SUBSEQUENT MEETINGS
	*** THANK YOU ALD. FOX FOR YOUR 3 YEARS OF SERVICE ON THE CITY COUNCIL ***
26	ADJOURNMENT
	NANCY R. HOLZEM, CITY CLERK COORDINATOR
	POSTED: 04/14/2017

PLEASE BE ADVISED: UPON REASONABLE NOTICE THE CITY OF WISCONSIN DELLS WILL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES TO AFFORD INDIVIDUALS WITH DISABILITIES AN EQUAL OPPORTUNITY TO PARTICIPATE IN MEETING ACTIVITIES.

ITEM 3c

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

FOR OFFICE USE ONLY
Receipt# 59330
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: 04/06/17 RC -CH
Police Chief: **Approved:** _____
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 4-5-17

License Applying For:

- [X] **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)
- [X] 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 herby 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 Behn (Last) Joseph (First) Evere He (Middle)

Home Address 3740 Lake Ave. (Street) Wis. Rapids (City) WI (State) 54494 (Zip)

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

Previous Addresses within the past 10 years
430 13th Ave S. Wis. Rapids WI 54494

Drivers License # B500-4858-2105-06 **State Issued** Wisconsin

Phone Number (715) 570-3327 **Date of Birth** 3-25-1982 **Place of Birth** Wis. Rapids

Physical Description Sex M Race White Height 5' 11" Eye Color: Blue Hair Color: Brown

License to be used at (Name of Business) Applebee's Grill & Bar

(Continued)

1. Have you been convicted of any felony or misdemeanor? Yes ___ No X
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 X
3. Are there currently any charges, federal, state, or local pending against you? Yes ___ No X
4. Do you currently have any outstanding forfeitures owed to the City of Wisconsin Dells? Yes ___ No X

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.

Date	Nature of Offense	County	State

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: _____ Date: 4-5-17

Subscribed and sworn to before me this 5th day of April, 20 17.

_____
Notary Public

My Commission Expires: 10/25/2019

STATE OF WISCONSIN NOTARY PUBLIC TRACI J. STANFORD (SEAL)

(Rev. 03/14)

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

FOR OFFICE USE ONLY
Receipt# 59168
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: 3-28-17 (-CH) (LL)
Police Chief: **Approved:** _____
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 ~~3/18/17~~ 3/27/2017

License Applying For:
- [x] **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)
- [x] 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 herby 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 Carden (Last) Derek (First) L (Middle)

Home Address 823 E. Woodland Trail (Street) Prairie du Sac (City) WI (State) 53578 (Zip)

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

Previous Addresses within the past 10 years

_____

_____

_____

Drivers License # C635-1728-6375-00 **State Issued** WI

Phone Number 651-491-8310 **Date of Birth** 10/15/86 **Place of Birth** Prairie du Sac, WI

Physical Description Sex M Race White Height 6'1" Eye Color: Brown Hair Color: Brown

License to be used at (Name of Business) Carr Valley Cheese

(Continued)

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

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

Date	Nature of Offense	County	State

STATE OF WISCONSIN

COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU

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Signature of Applicant: [signature] Date: 3/18/17

Subscribed and sworn to before me this 18th day of March, 2017.

Patricia A. Koenig (SEAL)
Notary Public

My Commission Expires: 3/15/19

(Rev. 03/14)

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

FOR OFFICE USE ONLY
Receipt# 59169
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: 3-28-17 (-CH) (LL)
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 ~~3/8/17~~ 3-27-2017

License Applying For:

- [x] **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.

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- [ ] 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)
- [x] 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 herby 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 Carden (Last) Drew (First) Logan (Middle)

Home Address 523 E. Woodland Trl (Street) Prairie du Sac (City) WI (State) 53578 (Zip)

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

Previous Addresses within the past 10 years

_____

_____

_____

Drivers License # C635-1729-2001-00 **State Issued** WI

Phone Number (608)434-1009 **Date of Birth** 1/1/92 **Place of Birth** Prairie du Sac

Physical Description Sex M Race White Height 6'1" Eye Color: Brown Hair Color: Brown

License to be used at (Name of Business) Carr Valley Cheese

(Continued)

1. Have you been convicted of any felony or misdemeanor? Yes ___ No X
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 X
3. Are there currently any charges, federal, state, or local pending against you? Yes ___ No X
4. Do you currently have any outstanding forfeitures owed to the City of Wisconsin Dells? Yes ___ No X

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.

Date	**Nature of Offense**	**County**	**State**

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: Drew Carlson Date: 3/8/17

Subscribed and sworn to before me this 8th day of March, 2017.

Patricia A. Konig (SEAL)
Notary Public

My Commission Expires: 3/15/19

(Rev. 03/14)

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

FOR OFFICE USE ONLY
Receipt# 59166
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: _____

Police Dept Verification: 3-28-17 (-CH)(4)
Police Chief: **Approved:** [signature]
Denied: _____

License #: _____ **Date Issued:** _____

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 3-27-2017

License Applying For:
- [x] **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)
- [x] 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 herby 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 Carden (Last) Shanalee (First) Lanette (Middle)

Home Address 823 E Woodland Trail (Street) Prairie du Sac (City) WI (State) 53578 (Zip)

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

Previous Addresses within the past 10 years

_____

_____

_____

Drivers License # C635-7926-4905-01 **State Issued** Wisconsin

Phone Number 608 963-0333 **Date of Birth** 11/05/1964 **Place of Birth** Prairie du Sac

Physical Description Sex F Race Caucasian Height 5'6 Eye Color: Brown Hair Color: Blnde

License to be used at (Name of Business) Carr Valley Cheese

(Continued)

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

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

Date	Nature of Offense	County	State

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: Shanalee Karden Date: 03/10/2017

Subscribed and sworn to before me this 18th day of March, 2017.

Patricia A. Koenig (SEAL)
Notary Public

My Commission Expires: 3/15/19

(Rev. 03/14)

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

FOR OFFICE USE ONLY
Receipt# 59167
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: 3-28-17 (KH) (LL)
Police Chief: **Approved:** _____
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 ~~3-8-17~~ 3-27-2017

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

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

To the Common Council of the City of Wisconsin Dells, Wisconsin:
I herby 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 Carden (Last) Devin (First) Lee (Middle)

Home Address 823 E Woodland Trail (Street) Prairie du Sac (City) WI (State) 53578 (Zip)

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

Previous Addresses within the past 10 years
970 Grand Ave Prairie du Sac WI 53578
S10109A Hwy 12 Prairie du Sac WI 53578
830 1/2 Water St Sauk City WI 53578

Drivers License # C635-1728-8169-06 **State Issued** _____

Phone Number 608-477-0188 **Date of Birth** 05/04/1998 **Place of Birth** Sauk City

Physical Description Sex M Race White Height 6'1" Eye Color: Blue Hair Color: Blonde

License to be used at (Name of Business) Carr Valley Cheese Wisconsin Dells

(Continued)

1. Have you been convicted of any felony or misdemeanor? Yes ___ No X
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 X
3. Are there currently any charges, federal, state, or local pending against you? Yes ___ No X
4. Do you currently have any outstanding forfeitures owed to the City of Wisconsin Dells? Yes ___ No X

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.

Date	Nature of Offense	County	State

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: 3-8-17

Subscribed and sworn to before me this 8th day of March, 2017.

Patricia A. Koenig (SEAL)
Notary Public

My Commission Expires: 03/15/19

(Rev. 03/14)

ITEM 6

R#59237

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning April 19 20 17
ending June 30 20 17

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of } Wisconsin Dells

County of Columbia Aldermanic Dist. No. _____ (if required by ordinance)

Applicant's WI Seller's Permit No.:	FEIN Number:
456-0005539404	39-1848772

LICENSE REQUESTED ▶ TYPE	FEE
☐ Class A beer	$
☒ Class B beer	$ 16.66
☒ Class C wine	$ 16.66
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 14.00
TOTAL FEE	$ 47.32

1. The named ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ LIMITED LIABILITY COMPANY ☒ CORPORATION/NONPROFIT ORGANIZATION hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ Cheese Cake Heaven, Inc.

An **"Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company.** List the name, title, and place of residence of each person.

	Title	Name	Home Address	Post Office & Zip Code
President/Member	President	Nancy A. Kimps	2673 Bayport Ln.	Green Bay, WI 54
Vice President/Member	Vice President	Tayd L. Kimps	2673 Bayport Ln	Green Bay, WI 54
Secretary/Member				
Treasurer/Member				
Agent ▶	Nancy A. Kimps			
Directors/Managers				

3. Trade Name ▶ Cheese Cake Heaven Business Phone Number 608-253-9394
4. Address of Premises ▶ 231 Broadway St. Post Office & Zip Code ▶ Wis Dells 53965
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☒ No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) **Corporate/limited liability company applicants only:** Insert state _____ and date _____ of registration.
   (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
   (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☒ Yes ☐ No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 231 Broadway St. served + stored in retail area
10. Legal description (omit if street address is given above): 1500 sq feet of retail space, Outdoor patio and Cafe zones
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☐ Yes ☒ No
    (b) If yes, under what name was license issued? _____
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5d) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 29 day of March, 20 17

Karen A Carpenter
(Clerk/Notary Public)

My commission expires 3/22/19

NOTARY PUBLIC KAREN CARPENTER STATE OF WISCONSIN

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
3-31-2017	4-18-17		N. Hohzen
Date license granted	Date license issued	License number issued	

AUXILIARY QUESTIONNAIRE
ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name *(please print)* *(last name)*	*(first name)*	*(middle name)*
Kimps	NANCY	Ann

Home Address *(street/route)*	Post Office	City	State	Zip Code
2673 Bayport Ln	Green Bay	Green Bay	WI	54313

Home Phone Number	Age	Date of Birth	Place of Birth
920-562-8370	63	01/26/1954	Brown County

The **above named individual** provides the following information as a person who is *(check one)*:

☐ Applying for an alcohol beverage license as an **individual**.

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☒ Officer of Cheese Cake Heaven, Inc.
(Officer/Director/Member/Manager/Agent) *(Name of Corporation, Limited Liability Company or Nonprofit Organization)*

which is making application for an alcohol beverage license.

The **above named individual** provides the following information to the licensing authority:

1. (a) How long have you continuously resided in Wisconsin prior to this date? 63 years
   (b) Have you resided in the City of Milwaukee continuously for one year immediately prior to this date? ☐ Yes ☒ No
2. (a) Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, or laws of any other states? ☐ Yes ☒ No
   (b) Have you ever been convicted of any violations of any county or municipal ordinances? ☐ Yes ☒ No
   If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. *(If more room is needed, continue on reverse side of this form.)*
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
   If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No
   If yes, identify Cheese Cake Heaven 2075 S. Oneida St. Green Bay, WI. Class B Beer Class B Liquor
   (Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
   (If yes, identify.)

(Name of Wholesale Licensee or Permittee) *(Address by City and County)*

READ CAREFULLY BEFORE SIGNING: I, The undersigned, shall not willfully refuse to provide those services offered under this license, or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry; I shall not seek information as a condition of employment, or penalize any employe or discriminate in the selection of personnel for training or promotion solely on the basis of such information. I also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

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 the 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.

Subscribed and sworn to before me

this 29 day of March, 20 17

Karen A Carpenter
(Clerk/Notary Public)

NOTARY PUBLIC KAREN A. CARPENTER STATE OF WISCONSIN

Nancy J Kimps
(Signature of Named Individual)

My commission expires 3/22/17

AT-103a (R. 8-11) Wisconsin Department of Revenue

R# 58813 ITEM 7

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk. April 19

For the license period beginning ~~March 21~~ 20 17 ;
ending June 30 20 17

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of Wisconsin Dells

County of Columbia Aldermanic Dist. No. ____ (if required by ordinance)

Applicant's WI Seller's Permit No.:	FEIN Number:
456-0003192647-03	20-8612463

LICENSE REQUESTED ▶

TYPE	FEE
☐ Class A beer	$
☒ Class B beer	$ 25.00
☒ Class C wine Not qualified	$ ~~25.00~~
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 14.00
TOTAL FEE	$ 64.00

1. The named ☐ INDIVIDUAL ☐ PARTNERSHIP ☒ LIMITED LIABILITY COMPANY ☐ CORPORATION/NONPROFIT ORGANIZATION hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ MNEG Concessions LLC

An **"Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company.** List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member	Monte Mattei	346 Church St.	Wis. Dells, WI 53965
Vice President/Member	Gary Mattei	737 Superior St.	Wis Dells, WI 53965
Secretary/Member	Eugene Morse	1501 Pleasant View	Wis. Dells, WI 53965
Treasurer/Member	Noel Mattei	W11283 Caitlin Acres Rd	Lodi, WI 53555
Agent ▶	Monte Mattei		
Directors/Managers			

3. Trade Name ▶ MNEG Concessions LLC – 1 Concession Stand Business Phone Number 608-385-5230
4. Address of Premises ▶ 1881 Wisconsin Dells Parkway Post Office & Zip Code ▶ PO Box 33 53965
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☒ No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) **Corporate/limited liability company applicants only:** Insert state WI and date '08 of registration.
   (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
   (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Mt. Olympus property - Wis. Dells
10. Legal description (omit if street address is given above): ____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☐ Yes ☒ No
    (b) If yes, under what name was license issued? ____
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5d) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 28th day of February, 20 17

Elizabeth A Boeye
(Clerk/Notary Public)

My commission expires 2/1/20

x Mon Mat
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

x
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

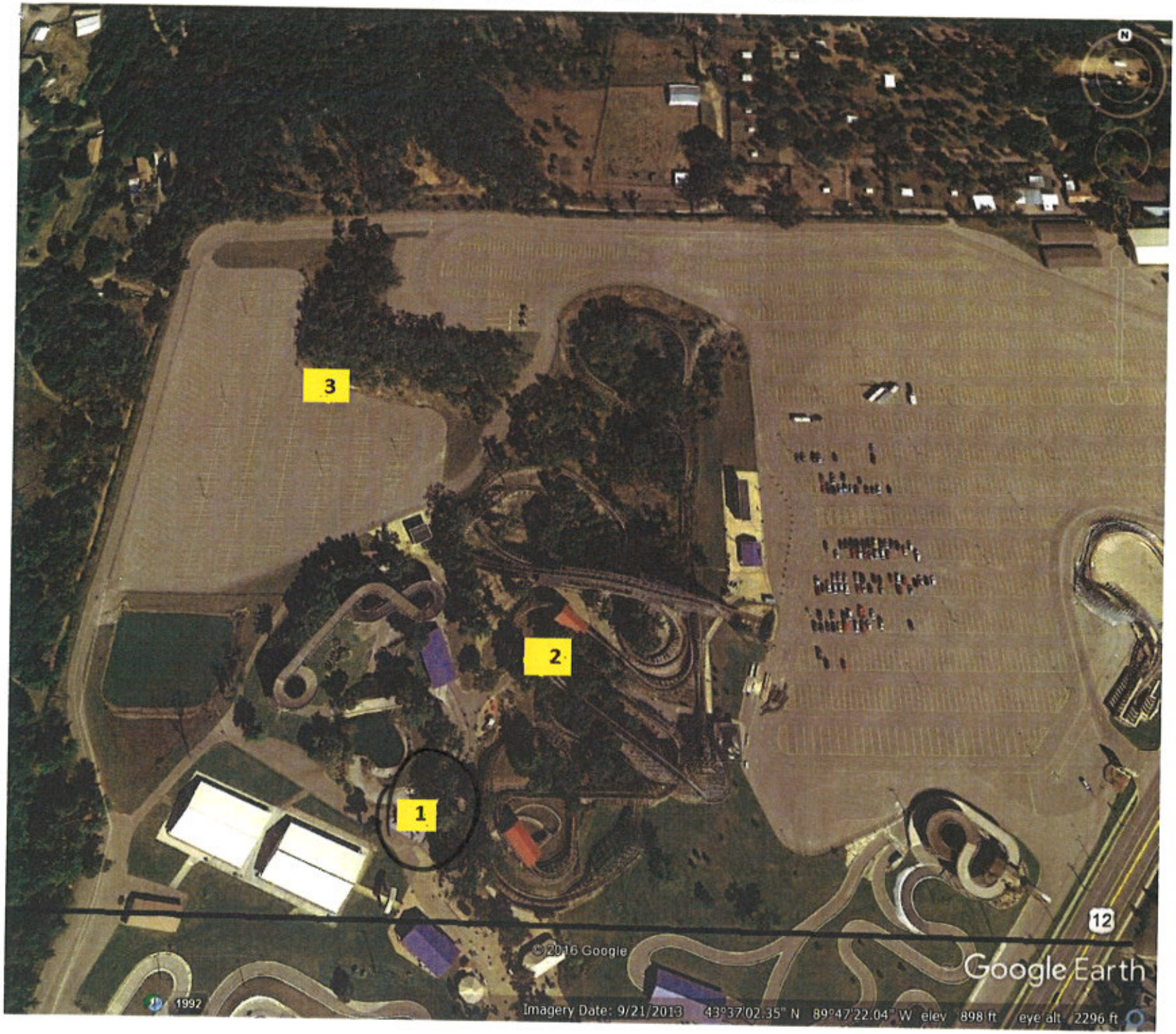
(x)
(Additional Partner(s)/Member/Manager of Limited Liability Company, if any)

NOTARY PUBLIC STATE OF WISCONSIN

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
3-1-17	3-20-17 / 4-18-17		N. Holzen
Date license granted	**Date license issued**	**License number issued**	

MNEG Concessions LLC



Beer only

does not qualify

does not qualify

ITEM 8

Nancy Holzem

Subject: FW: Familyland Enterprises (MACS) Beer and wine

From: Nicolas Morse [mailto:nicolas.morse@gmail.com]
Sent: Friday, April 07, 2017 7:29 AM
To: Nancy Holzem
Subject: Familyland Enterprises (MACS) Beer and wine

Nancy,

I would like to amend the premises description on the Class B Beer & Class C Wine license that is held by Familyland Enterprises LLC (for MACS Macaroni & Cheese Shop at 208 Broadway) to include the outdoor cafe zone area.

Thank you.

Nick Morse

Quota Plus 4/19-16

ITEM 9

R#55192

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. **Read instructions on reverse side.**

For the license period beginning: 07 01 2016 (MM DD YYYY) ending: 06 30 2017 (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☑ City of WISCONSIN DELLS

County of COLUMBIA Aldermanic Dist. No. _____ (if required by ordinance)

CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company ☑ Corporation/Nonprofit Organization

Applicant's WI Seller's Permit No.:	FEIN Number:
456000057815601	39-1546227

LICENSE REQUESTED

TYPE	FEE
☐ Class A beer	$
☑ Class B beer	$ 100
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☑ Class B liquor	$ 500
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 14
TOTAL FEE	$ 614

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) **Home Address** **Post Office & Zip Code**

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company ▶ TRAVEL MART INC

Address of Corporation/Limited Liability Company (if different from licensed premises) ▶ PO BOX 120 WIS DELLS WI 53965

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	GARY GUSSEL	25 SISKIWIT CIR	MADISON 53719
Vice President/Member	DAVID GUSSEL	N897 1ST RD	BRIGGSVILLE 53920
Secretary/Member	JOSEPH GUSSEL	421 CHURCH ST	WIS DELLS 53965
Treasurer/Member	BERNARD E GUSSEL JR	505 CEDAR ST	WIS DELLS 53965
Agent ▶	RICHARD CHRISTENSEN	646 GILLETTE DR	WIS DELLS 53965
Directors/Managers			

C. 1. Trade Name ▶ TASTE OF NEW ORLEANS EL Asador Business Phone Number _____

2. Address of Premises ▶ 452 BROADWAY Post Office & Zip Code ▶ 53965

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☑ Yes ☐ No

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Restaurant, Storage, outdoor patio, plaza

5. Legal description (omit if street address is given above): _____

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted** of **any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete reverse side** ☐ Yes ☑ No

b. Are **charges** for **any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on reverse side** ☐ Yes ☑ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain.** ☐ Yes ☑ No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin income or Franchise Tax return of the licensee? If not, explain. ☑ Yes ☐ No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☑ Yes ☐ No

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☑ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☑ No

MARGARET CZAPRANSKI Notary Public State of Wisconsin

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE ME

this 9th day of May, 20 16

Margaret Czapranski
(Clerk/Notary Public)

My commission expires 9-7-18

(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)

(Officer or Corporation/Member/Manager of Limited Liability Company /Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council/board	Date license granted
5-10-2016		
License number issued	**Date license issued**	**Signature of Clerk / Deputy Clerk**

City of Wisconsin Dells

Application for:

FIREWORK SALES

ITEM 10

Date Submitted: 4-13-17 Fee: $275 for First Site, $60.00 for Add'l Sites 455.00 Receipt No. 59025

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: C623-7486-8350-08 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 Wis. Dells Parkway
Rt 6 Travel Mart - 611 Frontage Rd

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 & smoke. Caps containing not more than ¼ grain of explosive mixture. Toy snakes containing no mercury. Sparklers not exceeding 36" in length & not containing magnesium, chlorate or perchlorate. Devices that spray out paper confetti or streamers & contain less than ¼ 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 flame and do not leave the ground. Cylindrical fountains not exceeding 100 grams in weight with a diameter not exceeding 75" 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, 2017 through April 30, 2018

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 LICENSE
FIREWORK SALES

Date Submitted: 03/17/2017 ~~Fee: $275.00 1st Site, $60.00 add'l Sites~~ $335.00 Receipt No. 59076

Name of Applicant: Brian K. Holzem

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, 2017, through April 30, 2018

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

COPY

City of Wisconsin Dells

Application for:

FIREWORK SALES

Date Submitted: 4-5-17 Fee: $275 for First Site, $60.00 for Add'l Sites 275.00 Receipt No. 59334

Name of Applicant: Maurer's Market

Address of Applicant: 216 Washington Ave. Wisconsin Dells

Daytime Telephone Number: (608) 254-8313

Driver's License Number: M660-4355-7321-03 State: Wi

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

Maurer's Market

216 Washington Ave.

Name and Address of property owner if different than above:

Jeff Maurer S3330 Fox Hill RD. Baraboo, Wi 53913

Itemization of Fireworks to be sold:

Sparklers - Firecrackers - Bottle Rockets, etc.

Jeffrey P. Maurer

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, 2017 through April 30, 2018

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:

ITEM 11

RIDING STABLE/HORSES FOR HIRE

Date Submitted: 3/28/17 Fee $200 Plus $25 per horse #575 Receipt No. 59242

Name of Applicant: Dells Adventure Dulpnt Inc Date of Birth: _____

Address of Applicant: 600 Trout RD - Wis Dells

Daytime Telephone Number: (608) 254-2735 Email Address: _____

Applicant's Drivers License Number: _____ State: _____

Name and Address of Business: Beaver Speings Riding Stable

Number of Horses: 15

Proposed hours of Operation: 9am - 7pm

Description of Route: (Attach map) on file (same as previous years)

*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 yeaes

Safety and Sanitation Methods: Same as last yeak

Printed Name of Applicant: Dells Adventure Dulpnt Inc - pres.

Brent Tollaksen

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): _____

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. 03/13

City of Wisconsin Dells

Application for
LODGING FACILITY LICENSE

ITEM 12

Date From May 1 2017 to April 30, 2018 Fee $ 850 Receipt No. 59186 tjs
($50 each for first 15 sleeping units; $25 each add'l)

Applicant Name: A2J Entertainment

Applicant Address: ~~510 Vine St~~ 1550 Wisc Dells PKwy

Telephone Number: 608-254-2266, 608-547-2332

Lodging Facility Address: 510 Vine St

Number of Sleeping Units: 19

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

Name & Telephone No. of On-Site Supervisor: Adam Seymer 608-547-2332

Manner in which the facility will be supervised and maintained: onsite & offsite
Supervisors, Maintenance man - full time

Adam Seymer
Applicant's Signature

3-22-17
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

Date From 5/1/2017 to April 30, 2018 Fee $ 300 Receipt No. 59179
($50 each for first 15 sleeping units; $25 each add'l)

Applicant Name: IZIK COHEN

Applicant Address: 1100 RIVER Road #208 wis dells, wi 53965

Telephone Number: 608-253-7295

Lodging Facility Address: 817 OAK ST

Number of Sleeping Units: 6

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

Name & Telephone No. of On-Site Supervisor: ROBERT GOREE
608-844-0781

Manner in which the facility will be supervised and maintained:

MANAGER WILL INSURE WIS DELLS - HOUSING
RULES WILL BE FOLLOWED

IZIK [signature]
Applicant's Signature

3/23/2017
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

Date From MAY 1 2017 to April 30, 2018 Fee $ 375.00 Receipt No. 59379
($50 each for first 15 sleeping units; $25 each add'l)

Applicant Name: FAIRVIEW

Applicant Address: 2960 WISCONSIN DELLS PKWY WIS. DELLS WI

Telephone Number: 608-254-7317

Lodging Facility Address: 2960 WISCONSIN DELLS PKWY WIS. DELLS WI

Number of Sleeping Units: 40

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

Name & Telephone No. of On-Site Supervisor: ADAM 608-254-7317

Manner in which the facility will be supervised and maintained: Same as previous years, everyone receives our rules before moving in. We as owners live on premises, we are able to enforce those rules

Applicant's Signature

4-11-17
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

Date From MAY 1 2017 to April 30, 2018 Fee $ 1600.00 Receipt No. 59320
($50 each for first 15 sleeping units; $25 each add'l)

Applicant Name: GTAM, LLC

Applicant Address: PO Box 30 2600 River Road Wisconsin Dells WI 53965

Telephone Number: 608 254 8366

Lodging Facility Address: 2600 River ~~Road~~ Road Wisconsin Dells WI 53965

Number of Sleeping Units: 49

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

Name & Telephone No. of On-Site Supervisor: Jeff Kaminski 608 448 3622 cell

Manner in which the facility will be supervised and maintained:

Applicant's Signature

3/24/17
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

Date From May 1 2016 to April 30, 2017 Fee $ 700.00 Receipt No. 59223
($50 each for first 15 sleeping units; $25 each add'l)

Applicant Name: Logging Camp Inc

Applicant Address: 411 Hwy 13 Wis Dells

Telephone Number: (608) 254-8717

Lodging Facility Address: 425 Vine St

Number of Sleeping Units: 14

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

Name & Telephone No. of On-Site Supervisor: ~~Trevor Hicky 254-8717~~
Dan Sorenson (608) 432-4515

Manner in which the facility will be supervised and maintained: All tenants as well as on-Site supervisor work for us at Paul Bunyans. We have a weekly laundry service for all bedding. All rooms are supplied with cleaning supplies. There has been an kitchen added and is accessible to all tenants. There was also a camera system installed for their protection and security.

Applicant's Signature

3/30/17
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

COPY

Date From 3/31/17 to April 30, 2017 Fee $ 750.00 Receipt No. 59344 (tm)
($50 each for first 15 sleeping units; $25 each add'l)

Applicant Name: Catherine Mayer

Applicant Address: 931 Capital st

Telephone Number: 608 370 3353

Lodging Facility Address: 931 Capital St

Number of Sleeping Units: 15

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

Name & Telephone No. of On-Site Supervisor: 608 370 3353 or 6082173873

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

C. Mayer
Applicant's Signature

3/31/17
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

Date From April 30th 2017 to April 30, 2018 Fee $ 200.00 Receipt No. 59333
($50 each for first 15 sleeping units; $25 each add'l)

Applicant Name: Paris Investments - Jason Hallowell

Applicant Address: PO Box 541 Dells

Telephone Number: 608 432 3180

Lodging Facility Address: 511 Vine St.

Number of Sleeping Units: 4

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

Name & Telephone No. of On-Site Supervisor: Jason Hallowell

Manner in which the facility will be supervised and maintained: Same as previouse years.

Applicant's Signature

4-6-17
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

Date From April 30th 2017 to April 30, 2018 Fee $ 350.00 Receipt No. 59332
($50 each for first 15 sleeping units; $25 each add'l)

Applicant Name: Paris Investments - Jason Hallowell

Applicant Address: P.O. Box 541 Dells

Telephone Number: 608 - 432 - 3180

Lodging Facility Address: 410 Wisconsin Ave.

Number of Sleeping Units: 7

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

Name & Telephone No. of On-Site Supervisor: Jason Hallowell

Manner in which the facility will be supervised and maintained: Same as previous years

Applicant's Signature

4 - 6 - 17
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

Date From May 1, 2017 to April 30, 2018 Fee $ 1250 Receipt No. 59180
($50 each for first 15 sleeping units; $25 each add'l)

Applicant Name: Smart Staff LLC - Calin Voicu

Applicant Address: 12445 Ocean Gateway , Suite 11, Ocean City, MD, 21842

Telephone Number: 443-928-6826

Lodging Facility Address: 612 Vine Street , Wisconsin Dells , WI , 53965

Number of Sleeping Units: 35

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

Name & Telephone No. of On-Site Supervisor: Catalin Varvara 410-831-8288

Manner in which the facility will be supervised and maintained:
The facility will be supervised by Property Manager Catalin Varvara (Phone #: 410-831-8288; Mailing Address: 612 Vine St. Email: catalin.varvara@allfriends.co). Mr. Varvara will live on-site and be available at all times(24/7) to respond to questions or complaints. Two employees will assist Mr. Varvara with check-in/check-out and ensuring that all tenants respect property rules and local laws. This includes addressing noise, garbage, and maintenance/management issues immediately. Smart Staff will continue to rent the two free-standing houses on the Rainbow property to local families(white house + cottage 35). Mr. Varvara will live in the third free-standing house, and the remaining 35 units will be rented to students Smart Staff LLC already installed surveillance cameras on the property and replaced beds/purchased additional bunk beds as necessary.

Applicant's Signature

03/17/2017
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: _____

ITEM 13

RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the FINANCE COMMITTEE from their April 18, 2017 meeting;

IT APPROVES amending the 2017 Schedule of Fees to include a Consent & Indemnification Agreement Fee of $150-$500; and Furniture, Fixture & Equipment Fee of $_____ for outdoor seating areas and café zones.

_____
Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes _____ nays
Date Introduced: April 18, 2017
Date Passed:

Cigarette License	100.00	Annually (highest fee allowed)	16.15(2)	2002
Circus, Carnival, Theatrical Permit	100.00	Per day or $1500 per month	16.07(3)	2010
Community Center Room Rental:				
City non-profit organizations	25.00	Each additional hour: $5.00		2010
All other groups	50.00	Each additional hour: $15.00		2010
Use of kitchen (additional)	25.00	Per hour (max $100)		1999
Closet/Storage Rental	25.00	Per month		2010
Compliance Certificate	40.00		by Res.	2010
Conditional Use Permit	300.00	Plus Public Hearing Fee	19.3740	2010
Copy Fees:				
Regular	.25	Per page, plus postage if mailed		2002
Large Scale	20.00	Per page, plus postage if mailed		2012
CD copies	10.00	Plus postage if mailed		2009
Consent & Indemnification Agrmt	$150-$500	Up to $500 per Agreement		2017
Demolition Permit	150.00		13.05(7)(f)	2010
Dog & Cat Licenses:				
Spayed or neutered	10.00	Annually	25.13(2)(a)	2014
Not spayed or neutered	15.00	Annually	25.13(2)(b)	2014
Driveway Permit	75.00		6.02	2009
False Alarm Fee-Fire	150.00	For 3rd and subsequent false calls	9.05(7)	2010
False Alarm Fee-Police	25.00	For 3rd and subsequent false calls	9.05(7)	2010
Fax	1.00	Per page		2013
Finger Printing	20.00			2011
Fire Inspections	60.00	Per non-compliance f/u inspect.	9.02(9)(c)	2010
Fireworks Display Permit	125.00	Per Display Event	9.11	2013
Firework Sales	275.00	+ $60 for add'l sites Annually	16.20(4)(b)	2007
Furniture, Fixtures & Equip. (FF&E)		Annually		2017
Garbage Collection-Tax Exempt:				
Single Family Res Family	275.00	Annually	12.01(11)(a)	2014
Churches	275.00	Annually		2014
Fraternal Organizations	275.00	Annually		2014
Federal Post Office	600.00	Annually		2014
Schools with 100 or less	750.00	Annually		2014
Schools with more than 100	2400.00	Annually		2014
Wastewater Treatment Plant	4800.00	Annually		2014
Garbage Collection-Apartments:				
Base Charge (First 2 units)	275.00	Annually		2014
1-10 units	150.00	Annually		2014
11-20 units	125.00	Annually		2014
21+ units	100.00	Annually		2014

Café Zone

200 Block south

Total Furnishing Estimate – $33,130

Tables, Chairs, Umbrellas Total - $17,625		$587 / seat
	West - $8,175	$583 / seat
	East - $9,450	$591 / seat

Space

Total

30 seats + 2 benches
~825 sq ft = 75 x 11

$4,125 = 825 x $5

Inside Seat wall

30 seats + 2 benches
~~450 sq ft = 75 x 6

$2,250 = 450 x $5

West ½ Macs – Inside Seat wall (seating cost $8,175)

14 seats
~150 sq ft = 25 x 6

$750 = 150 sq ft x $5
$818 = $8,175 x 10%

$1,558 = Total Use agreement

East ½ - Inside Seat wall (seat cost $9,450)

16 seats
~225 sq ft = 35 x 6.4 - 25 sq ft (tree grate)

$1,125 = 225 x $5
$945 = $9,450 x 10%

$2070 = Total Use agreement

Café Zone

200 Block north
Total Furnishing Estimate – $34,814 (Removed tree, potential replace with 4 top)
Tables, Chairs, Umbrellas Total - $20,309
East - $7,159
West - $13,150

Space

Total

34 -38 seats + 2 benches (Removed tree, potential replace with 4 top)
~1125 sq ft = 75 x 15

$5625 = 1125 x $5

Inside Seat wall

34 - 38 seats + 2 benches
~~750 sq ft = 75 x 10

$3750 = 487.5 x $5

East ½ - Inside seat wall- (Seat cost = $7,159) – Cheesecake Heavon

12 seats
~224 sq ft = 28 x 8
$1,120 = 224 x $5
$715.90 = $7,159 x 10%

$1,835.90 = Total Use agreement

West ½ – Inside seat wall (Seat cost $13,125)

18 seats
~315 sq ft = 31.5 x 10
$1,575 = 315 x $5
$1312.5 = $13,125 x 10%

$2,887.50 = Total Use agreement

ITEM 14

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 10, 2017 meeting and the Finance Committee from their April 18, 2017 meeting;

IT APPROVES the Professional Services Agreement with MSA for Task 1, Eddy Street Traffic Signal and Design for the amount of $49,750.

_____
Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes _____ nays
Date Introduced: April 18, 2017
Date Passed:
Date Published:

MSA PROFESSIONAL SERVICES
More ideas. Better solutions.

Professional Services Agreement

This AGREEMENT (Agreement) is made today April 12, 2017 by and between CITY OF WISCONSIN DELLS (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Eddy Street Signal Design

The scope of the work authorized is: See Attached – Task 1 Only

The schedule to perform the work is: Approximate Start Date: April 17, 2017
Approximate Completion Date: Sept 1, 2017

The lump sum fee for the work is: $49,750

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

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

CITY OF WISCONSIN DELLS

Brian Landers
Mayor
Date:

Attest: City/Township/Village Clerk (WI Only)

Clerk Name: Nancy R. Holzem
Date:

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

MSA PROFESSIONAL SERVICES, INC.

Kevin J. Ruhland
Team Leader
Date: 4-12-17

Michael J. Statz
Program Manager
Date: 4-12-17

2901 International Lane, Suite 300
Madison, WI 53704
Phone: 608-242-7779

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

13. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

14. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

15. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

16. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

17. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

18. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

19. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

20. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

Scope of Services Update
For City of Wisconsin Dells
Traffic Analysis and Improvements
(Downtown Area)
March 6, 2017
Revised April 12, 2017

This scope is to assist the City of Wisconsin Dells with design plans and traffic operations analysis for the downtown area. Preliminary findings indicate that the installation of a traffic signal at the intersection of Broadway and Eddy Street that is coordinated with the River Road/Superior Street signal will improve operations throughout the downtown. In discussions with City Officials and Staff, as well as feedback from WisDOT staff, the following long term project outline was identified to improve the overall traffic safety and operations within the downtown:

1. Design and prepare construction documents for the installation of a Traffic Signal for the Broadway and Eddy Street intersection. The goal is for the signal to be operational prior to Memorial Day 2018
2. Collect traffic data to study vehicle and pedestrian safety and operations with the new Eddy Street signal. This data collection would occur during the summer of 2018 to help determine if additional improvements or changes to traffic patterns are necessary to further improve traffic safety and operations.
3. Finalize the traffic study and recommend any additional improvements to the downtown area, in particular Superior Street. The Superior Street pavement will be close to needing repair by the 2020 construction season. A traffic study will determine if the segment should be designed to accommodate different traffic flow, parking, or multimodal needs, and if those should be included in the design recommendations. The study and recommendations should be completed in the fall of 2018.
4. Redesign Superior Street from Broadway to La Crosse Street based on the recommendations of the 2018 study. Improvements could also include restriping and/or changes to La Crosse Street and/or Washington Street in close proximity to Superior Street to facilitate the necessary overall traffic flow plan. Design plans are planned to be completed in 2019 with a possible construction start in the fall of 2019 with an optimal goal of construction being completed prior to Memorial Day 2020.

Based on this outline of projects, the following is a more detailed discussion of Tasks 1 through 3. Once the findings of the study are complete, a cost estimate for the design of Superior Street can be prepared.

Task 1. Eddy Street Traffic Signal Design – Lump Sum Fee of $49,750 (Current Proposal)

To complete the design of a traffic signal at the intersection of Broadway and Eddy Street, the following tasks are recommended to be undertaken:

Task 1A – Field Survey

MSA will complete a field survey of the intersection area to document existing conditions. The survey will include existing roadway geometry, sidewalk locations, overhead and underground utilities

(including storm sewer), signage, landscaping, and other above ground features located within or adjacent to the roadway right-of-way with the project limits. Project limits are defined as along Broadway from the radius return on the west side of La Crosse Street to the radius return immediately west of River Road/Superior Street (approx. 650 feet) and along Eddy Street from Broadway to La Crosse Street (approximately 350 feet). Additionally the La Crosse Street/parking lot area will be surveyed to include approximately 100 feet of survey south of Broadway. Survey will generally be from building face to building face along the streets.

Additionally, MSA will document existing right-of-way by surveying property irons and utilizing GIS data provided by the City. It is expected that all signal equipment fit within the existing right-of-way. Should this prove not true, MSA will coordinate with the City on potential alternatives and any scope amendments.

In preparation of the base map for project plan deliverables, it is anticipated that as-built plans are available from the City and/or WisDOT for sanitary sewer, water main, and storm sewer from recent construction projects. These plans will be used to assist in the creation of an existing conditions map/survey and verify utility connections.

Task 1B – Traffic and Pedestrian Crossing Alternatives Analysis

MSA will complete a traffic analysis of up to six different scenarios for Eddy Street to compare impacts to pedestrians and vehicles between La Crosse Street and River Road/Superior Street. The alternatives will analyze different combinations of crosswalk locations and traffic patterns at Eddy Street. As an example, different scenarios will assess a pedestrian crossing of Broadway at Eddy Street on the east or west side of the intersection, or both sides. Traffic operations will assess one-way or two-way traffic on Eddy Street. At this time analysis will not include pedestrian scramble phasing at River Road/Superior Street. The scenarios will be compared in a matrix showing differences in operations, delays, queuing, and anticipated pedestrian gaps to allow the City and WisDOT to agree on the best alternative to proceed with to final design. The LaCrosse Street crosswalk will be considered in this analysis.

Task 1C – Traffic Signal Plans, Specifications, and Estimate

For the purposes of this scope and estimate, it is assumed that the final signal design includes the following design elements and assumptions (items 1 through 5 below) as the "basis of design". It is understood that alternative solutions may be identified/selected by the City. However, for purposes of our scope/fee estimate, we have to make assumptions in regards to the "basis of design". If Task 1B determines a final design alternative solution that differs from the basis of design, a contract amendment to address additional scope elements will be discussed if necessary.

Basis of Design:

1. The signal installation will be a retrofit project, with minimal geometric changes to accommodate one pedestrian crossing of Broadway at the intersection. MSA will prepare traffic signal plans for the intersection of Broadway & Eddy Street. Plans will include a plan view sheet, sequence of operations chart, cable routing sheet, and pavement marking and permanent signage plan. Additional details for curb ramps, minor sidewalk and curb replacement, and pavement replacement (to remove the in-pavement lighting system and install new conduit) are included. If additional pedestrian crossings of Broadway are desired at the Eddy Street intersection, a contract amendment may be necessary as noted above.

2. Pavement Markings will include the restriping of Eddy Street and one pedestrian crossing of Broadway at Eddy Street. If additional pedestrian crossings of Broadway are desired at the Eddy Street intersection, a contract amendment may be necessary as noted above. On-Street parking along Eddy Street will be restriped as necessary, but no physical reconstruction of Eddy Street is included at this time.
3. Some of the decorative fence on the southeast corner of the intersection will be removed, and either the removed fence can be salvaged and reinstalled, or the City can provide plans for the previous installation as a basis for any new railing. Removal, replacement, or design of the planter boxes along the north side of Broadway are not included and are assumed to remain.
4. Traffic control will be handled using WisDOT Standard Detail Drawings. One lane of traffic will remain open at all times during construction. Upon completion of the plans, MSA will provide the plans to the City of Wisconsin Dells and to WisDOT for review and comment.
5. Plan preparation will also include coordination with the electric utility regarding providing a power supply to the new traffic signal. Changes to the street lighting are also anticipated, and coordination of those removals, relocations, or combinations with traffic signal poles are included in the plans.

MSA will coordinate with the City and WisDOT to determine the specific traffic signal equipment necessary to accommodate the following features prior to the start of plan documents:

- Vehicle detection, including video or microwave vs. in pavement loops
- Interconnectivity including fiber optic or spread spectrum radio to the Superior Street/River Road intersection
- Need for audible pedestrian signals (APS)
- Potential for fold-out stop signs
- Potential for Emergency Vehicle Preemption (EVP)
- Other unique signal features as requested by the City and/or WisDOT

Following guidance on the necessary equipment for these and any other identified features, final plans will be developed. Changes to the equipment requirements after this meeting may require an amendment to update plan documents and special provisions

MSA will prepare project specifications, provide standard detail drawings, and complete a quantity list and project cost estimate as part of the project. It is anticipated that Wisconsin Department of Transportation Standard Specifications will be used for the construction specifications and standard details.

Task 1C – Bidding Services

MSA will advertise and bid the project through Quest. MSA will prepare advertisement for bids and send for publishing in the local newspaper. Bidding documents will require bids to be sealed and delivered to City Hall. One MSA staff member will attend the bid opening. A bid tab will be prepared as well as a letter of recommendation to award the project. MSA will coordinate signatures and assist with executing the contract documents. Attendance at the preconstruction meeting is included.

It is assumed that the bid letting will be held in late Summer/Early Fall of 2017, with construction beginning after Labor Day 2017. Completion of the underground construction is recommended to be

prior to November 17, 2017. Above ground construction and final punch list items should be completed prior to May 18, 2018.

Note that this proposal does not include construction staking, administration, or oversight services at this time. MSA is happy to provide these efforts as additional services upon request and negotiations with the City.

Task 1D – Signal Timing Plans and WisDOT Coordination

Utilizing the traffic volume information collected as part of the previous downtown study, MSA will prepare a signal timing plan for the intersection. Timing will require close coordination with WisDOT regarding the volumes and timing plan for the intersection of Broadway & River Road/Superior Street. The scope assumes two timing plans will be prepared; Summer Peak and non-summer traffic.

The proposal assumes that the new Eddy Street signal would be a "secondary" signal to the River Road signal, and that the timing plan for the existing signal will not be modified. Plans will be provided to WisDOT for review and implementation.

The proposed timing plans are based on a random sampling of traffic volumes and may need to be adjusted after implementation to reflect variations in volume patterns not seen in the sample data.

No timings plans at this time will include pedestrian scramble phasing. If, through coordination with WisDOT, it is determined that scramble phasing can be included at the Superior Street/River Road intersection, MSA will prepare an addendum for additional traffic signal timing plans.

Future Tasks for Consideration (included for reference only)

Task 2. Downtown Traffic Data Collection – Cost - $1,000/Day (up to 6 setups per day) + $500 per setup (12 hour count assumed)

MSA will utilize traffic video equipment for turning movement counts at designated intersections within the Downtown area. Video will be recorded from 9:00 AM to 9:00 PM on a summer Thursday, Friday, or Saturday to assess existing traffic patterns. Ideally the counts will be taken in July to assess peak summer traffic conditions. Counts will include pedestrians and bicyclists within the crosswalks and bicycles on the road. Traffic counts will be collected using video recording data and the hours will be submitted to Miovision for tabulation and summary.

At a minimum, it is recommended to count the intersections of Broadway with La Crosse Street, Eddy Street, River/Superior, Oak, and Elm Street. If determined appropriate, additional counts could be completed at intersections such as Eddy & La Crosse, La Crosse & Superior, Washington & La Crosse, Washington & Superior, River & Wisconsin, etc.

Task 3. Update Downtown Traffic Study. – Estimated costs $20,000-$25,000

Using the traffic data collected above, there are five potential alternatives that will be revisited at this time using Synchro Traffic Analysis Software. They are described in more detail below. The updated analysis of each of these alternatives would be completed with the following assumptions.

1. The Duchess Plaza on north Oak Street is in place and will remain long term.

2. Traffic analysis assumes the updated traffic volumes are a reasonable reflection of future conditions. No new development or redevelopment is considered as part of the analysis.
3. Analysis will consider one time period for each/any alternative analyzed – Peak summer traffic conditions.
4. All analyses assume four traffic signals installed on Broadway – Eddy Street, River/Superior Street, Oak Street, & Elm Street.
5. All analyses assume two vehicle travel lanes in both the east and west directions on Broadway as well as one bike lane in each direction.
6. Model output will report Level-of-Service by movement for each of the four study intersections identified in item 4 above. Reporting will also include average delay and 95% queue lengths per the Highway Capacity Manual.

In addition to these assumptions, the following alternative specific information is provided to clarify the analysis effort proposed:

- ***Alternative 1 - Maintain Existing 2-way accessibility on River/Superior Street & Elm Street***
  - This alternative is anticipated to be the "Existing Conditions" at the time of study and will be used as a baseline for comparison of Alternatives 2 and 3.
- ***Alternative 2 – Original One-Way Conversion of River/Superior Street and Elm Street***
  - For this alternative, the analysis completed would be an update of the original analysis to address questions or comments from the DOT regarding implementation of this alternative, and to ensure consistency between this alternative and the newly analyzed alternatives. Analysis will also include an operational assessment of the proposed roundabout north of downtown where the one-way pair is will reconnect on River Road.
- ***Alternative 3– Shortened One-Way Conversion of River/Superior Street and Elm Street***
  - For this alternative, the analysis completed would be a shorter version of the one-way alternative for River/Superior Street and Elm Street. The one-way designation would be in place from Wisconsin Avenue on the north to Washington Avenue on the south. Both Wisconsin and Washington Avenues would remain as two-way traffic.
- ***Alternative 4 – One-Way Superior Only***
  - This alternative limits the one-way circulation to only Eddy Street (in place at the time the analysis occurs) and Superior Street between Broadway and Washington Avenue. River Road and Elm Street remain bidirectional roadways.
- ***Alternative 5 – One Way River/Superior***
  - A final alternative could consider making River Road & Superior Street one-way between Wisconsin Avenue and Washington Avenue, and maintain two-way traffic on Elm Street.

In addition to completing a revised traffic operations analysis, MSA will prepare a schematic layout of the top three preferred alternatives as agreed to with City Staff and officials. These schematics will show the necessary improvements to implement each alternative. From these schematics, an assessment of construction cost and right-of-way impacts will be prepared. The cost estimate will be planning level for major items and break down costs into logical segments. Right-of-way impacts will also be estimated in terms of likely areas and/or property acquisitions to complete the design. Costs estimates for real estate acquisitions are not included.

MSA will prepare a document that summarizes the analyses and processes completed as part of the downtown study efforts. The report will also provide a summary of the cost and impact findings for each alternative. For the preferred alternative, the report will also identify, if necessary, a preliminary breakdown of projects to implement the entirety of the recommendation over multiple years for budgeting and/or impact/scheduling reasons, beginning with the Superior Street reconstruction. The report will include tables, exhibit, and appendix material as necessary to document the process and findings

Meetings & Coordination

Throughout each of these Tasks, MSA will be available to attend City Public Works or Council meetings to specifically address the downtown projects. In addition, MSA will likely need to attend multiple meetings with the City and/or WisDOT staff to review the design and study progress and address WisDOT questions, concerns and recommendations for the project area. Additional project coordination with WisDOT and City Staff and officials is also included for the duration of this project. It is assumed for this scope that one phone coordination effort will be held in advance of each face-to-face meeting.

A public involvement/outreach meeting is not specifically included in the scope at this time, but efforts to assist in holding a dedicated public meeting outside of City Council/Public Works meetings can be provided if requested by the City as part of an amendment. Costs for meetings and coordination will be provided with each of Tasks 1-4 as estimated once the overall project approach is agreed to.

-- END --

ITEM 15

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 10, 2017 meeting and the Finance Committee from their April 18, 2017 meeting;

IT APPROVES the Broadway Café Area Non-Exclusive Use Agreement with MACS Macaroni & Cheese Shop (Familyland Enterprises LLC) 208 Broadway, for use of the café area on the south side of the 200 Block of Broadway.

_____
Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes _____ nays
Date Introduced: April 18, 2017
Date Passed:
Date Published:

CITY OF WISCONSIN DELLS
BROADWAY CAFÉ AREA
NON-EXCLUSIVE USE AGREEMENT

This Broadway Café Area Use Agreement is by and between the City of Wisconsin Dells ("City"), and _____ (User).

RECITALS:

A. City of Wisconsin Dells has installed permanent café areas in the Broadway right-of-way.

B. User operates a dining establishment located at _____ Broadway which is adjacent to Café Area _____which is located as depicted in Exhibit A attached.

C. User has requested the City's permission to utilize and maintain furniture, fixtures and equipment in the designated café area; and to provide table service of food and beverages to customers in the designated café area.

D. This Agreement establishes the party's respective rights and obligations regarding user's use of the designated Broadway Café area.

AGREEMENT

1. User is granted a non-exclusive right to use the designated Broadway café area in connection with its food and beverage establishment.

2. The area may be used by User between the following dates:_____ and _____.

3. User and its patrons will make use of the public furnishings, fixtures and equipment (FF&E) installed in the café area.

4. User shall pay compensation for this non-exclusive use in the amount of $_____ on or before April 1. Compensation shall be as follows: $5.00/square foot of the area used; and, a contribution to the cost of the FF&E as determined by the City.

5. The following conditions are attached to this Privilege Agreement:

   a. User shall be responsible for the prompt and satisfactory disposal of waste and trash; and, cleaning and sweeping; and assuring that FF&E in the ROW does not impede or interfere with pedestrian or motor vehicle traffic.

   b. User shall restrict and regulate the volume of noise and amplified sound which shall be for ambiance only, not promotion or advertising.

   c. Food and beverage service in the area shall be available only when user's business is open for interior food and beverage service. Smoking is/is not allowed.

   d. Site specific signage approved by the Design Review Committee may be installed.

   e. The provisions of City Code Sec. 19.907 "Sidewalk Café" apply and are incorporated by reference.

   f. Site specific conditions:_____

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

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

   a. The area is included in the premises' description of User's Class B license.

b. User acts reasonably to monitor and prevent underage consumption; and

c. User acts reasonably to monitor and prevent nuisance behavior and conduct associated with alcohol beverage availability and consumption.

d. Hours: between 11:00 a.m. to 10:00 p.m.

e. Signage shall provide adequate notice of hours.

7. User is responsible for all damages to persons or property by reason of or connected to the use of the area and shall indemnify, defend and hold harmless the City and provide insurance and proof of insurance as follows:

The user shall be liable to and shall indemnify, defend and hold harmless the City, and its officers, officials, agents and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents, or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons arising from, in connection with, caused by or resulting from the acts or omissions of the user or its officials, officers, agents, employees, assigns, guests, invitees, sublessees or subcontractors, in the performance of this Agreement.

8. The City may terminate this Agreement at any time if the City determines in its sole discretion that public necessity and convenience require termination. The City may terminate the Agreement as follows:

    a. in an emergency, immediately and without notice; or

    b. in a non-emergency, by notice provided not less than five (5) days before termination.

9. User shall be responsible for all costs and expenses associated with its non-exclusive use of the designated area including, without limitation, cleaning and sweeping and the repair and maintenance of its furniture, fixtures and equipment in the area.

10. If User does not adequately maintain the area or fails to remove its property from the area the City may act as it deems necessary and at User's expense which, if not paid, may be levied and collected, without notice, as a special charge against the user's property pursuant to Wis. Stat. sec. 66.0627.

11. This agreement evidences a non-exclusive use granted by the City and does not create or confer upon User any vested property rights.

12. User may not assign or transfer this privilege without the City's consent.

13. User explicitly acknowledges and agrees that:

    a. no property right is conferred by this Agreement for the use of the Broadway Café area.

    b. City is not empowered to grant permanent or perpetual use of the right-of-way for private purposes.

c. City may order the locations and/or uses within the right-of-way to cease and desist if, for any reason, the City determines the right-of-way is needed for a public use and should be cleared of any and all obstructions; and User shall not be entitled to any compensation should the City elect to do so.

CITY OF WISCONSIN DELLS

Date: _____

By: _____
Brian Landers, Mayor

Date: _____

By: _____
Nancy Holzem, Clerk/Administrative Coordinator

USER

Date: _____

By: _____
Name: _____
Its: _____

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

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 10, 2017 meeting and the Finance Committee from their April 18, 2017 meeting;

IT APPROVES the Broadway Café Area Non-Exclusive Use Agreement with Cheese Cake Heaven Inc, Nancy Kimps, Cheese Cake Heaven Restaurant, 231 Broadway, for use of the café area on the north side of the 200 Block of Broadway.

_____
Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes _____ nays
Date Introduced: April 18, 2017
Date Passed:
Date Published:

CITY OF WISCONSIN DELLS
BROADWAY CAFÉ AREA
NON-EXCLUSIVE USE AGREEMENT

This Broadway Café Area Use Agreement is by and between the City of Wisconsin Dells ("City"), and _____ (User).

RECITALS:

A. City of Wisconsin Dells has installed permanent café areas in the Broadway right-of-way.

B. User operates a dining establishment located at _____ Broadway which is adjacent to Café Area _____which is located as depicted in Exhibit A attached.

C. User has requested the City's permission to utilize and maintain furniture, fixtures and equipment in the designated café area; and to provide table service of food and beverages to customers in the designated café area.

D. This Agreement establishes the party's respective rights and obligations regarding user's use of the designated Broadway Café area.

AGREEMENT

1. User is granted a non-exclusive right to use the designated Broadway café area in connection with its food and beverage establishment.

2. The area may be used by User between the following dates:_____ and _____.

3. User and its patrons will make use of the public furnishings, fixtures and equipment (FF&E) installed in the café area.

4. User shall pay compensation for this non-exclusive use in the amount of $_____ on or before April 1. Compensation shall be as follows: $5.00/square foot of the area used; and, a contribution to the cost of the FF&E as determined by the City.

5. The following conditions are attached to this Privilege Agreement:

   a. User shall be responsible for the prompt and satisfactory disposal of waste and trash; and, cleaning and sweeping; and assuring that FF&E in the ROW does not impede or interfere with pedestrian or motor vehicle traffic.

   b. User shall restrict and regulate the volume of noise and amplified sound which shall be for ambiance only, not promotion or advertising.

   c. Food and beverage service in the area shall be available only when user's business is open for interior food and beverage service. Smoking is/is not allowed.

   d. Site specific signage approved by the Design Review Committee may be installed.

   e. The provisions of City Code Sec. 19.907 "Sidewalk Café" apply and are incorporated by reference.

   f. Site specific conditions:_____

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

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

   a. The area is included in the premises' description of User's Class B license.

b. User acts reasonably to monitor and prevent underage consumption; and

c. User acts reasonably to monitor and prevent nuisance behavior and conduct associated with alcohol beverage availability and consumption.

d. Hours: between 11:00 a.m. to 10:00 p.m.

e. Signage shall provide adequate notice of hours.

7. User is responsible for all damages to persons or property by reason of or connected to the use of the area and shall indemnify, defend and hold harmless the City and provide insurance and proof of insurance as follows:

The user shall be liable to and shall indemnify, defend and hold harmless the City, and its officers, officials, agents and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents, or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons arising from, in connection with, caused by or resulting from the acts or omissions of the user or its officials, officers, agents, employees, assigns, guests, invitees, sublessees or subcontractors, in the performance of this Agreement.

8. The City may terminate this Agreement at any time if the City determines in its sole discretion that public necessity and convenience require termination. The City may terminate the Agreement as follows:

   a. in an emergency, immediately and without notice; or

   b. in a non-emergency, by notice provided not less than five (5) days before termination.

9. User shall be responsible for all costs and expenses associated with its non-exclusive use of the designated area including, without limitation, cleaning and sweeping and the repair and maintenance of its furniture, fixtures and equipment in the area.

10. If User does not adequately maintain the area or fails to remove its property from the area the City may act as it deems necessary and at User's expense which, if not paid, may be levied and collected, without notice, as a special charge against the user's property pursuant to Wis. Stat. sec. 66.0627.

11. This agreement evidences a non-exclusive use granted by the City and does not create or confer upon User any vested property rights.

12. User may not assign or transfer this privilege without the City's consent.

13. User explicitly acknowledges and agrees that:

   a. no property right is conferred by this Agreement for the use of the Broadway Café area.

   b. City is not empowered to grant permanent or perpetual use of the right-of-way for private purposes.

c. City may order the locations and/or uses within the right-of-way to cease and desist if, for any reason, the City determines the right-of-way is needed for a public use and should be cleared of any and all obstructions; and User shall not be entitled to any compensation should the City elect to do so.

CITY OF WISCONSIN DELLS

Date: _____

By: _____
Brian Landers, Mayor

Date: _____

By: _____
Nancy Holzem, Clerk/Administrative Coordinator

USER

Date: _____

By: _____
Name: _____
Its: _____

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

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 10, 2017 meeting;

IT APPROVES the 2017 line and lot marking proposal submitted by Show Striping Industries.

_____
Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes _____ nays
Date Introduced: April 18, 2017
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 _4-1-2017 Proposal Number 2017-3091

Location Name- City of Wisconsin Dells

Location Address- Municipal Building/Lacrosse Street Wis. Dells, WI

City of Wisconsin Dells 2017
Scope of Project: Re-stripe the entire City of Wisconsin Dells, WI
Project Total $13,727.90

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 the following:
-Double yellow on Waubeek Road to Blighton Street
-Oak Street- Broadway to Minnesota

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_____
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 ANYUNDERTAKINGS, 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 18

RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the Public Works Committee from their April 10, 2017 meeting;

IT APPROVES the Water Dragon Mobile Pressure Washing proposal and contract for 2017 sidewalk cleaning and sealing.

_____
Brian L. Landers, Mayor

_____
Nancy R. Holzem, City Clerk

Vote: _____ayes _____ nays
Date Introduced: April 18, 2017
Date Passed:
Date Published:

Industrial
Commercial
Residential

Free Estimates!

WATER DRAGON INC
MOBILE PRESSURE WASHING

Chad A. Eneix
President
2743 E. Pleasant Rd.
Milton, WI 53563
Office: 608.580.0506
Cell: 608.290.9179
chad@waterdragoncleaning.co

Contract Cleaning Agreement

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

2017 Proposal; submitted 04/07/2017

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: 2017 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 early morning daylight hours and continuing during the day until all above-mentioned work is complete. Water Dragon will have 3-4 crewmembers working the streets in 2 or 3 mobile washing units to complete the initial Spring cleaning. All above-mentioned work will be postponed due to inclimate 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 2015 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:_____
Chad A. Eneix Date
President

Company/Title_____

Proposal _____

_____
Signature Date\

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!

WATER DRAGON INC
MOBILE PRESSURE WASHING

Chad A. Eneix
President
2743 E. Pleasant Rd.
Milton, Wi 53563
Office: 608.580.0506
Cell: 608.290.9179
chad@waterdragoncleaning.com

Water Dragon Mobile Pressure Washing
Proposal/Contract Agreement

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

Proposal: 2017
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 days. 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 autborities.

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: _____

Chad A. Eneix Date

Company/Title_____ 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.

ITEM 19

RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the City Plan Commission from their April 10, 2017 meeting;

IT APPROVES a Conditional Use Permit to American World Inc. in order to allow a Group Lodging Facility (Seasonal Workforce Housing) at 2020 Wisconsin Dells Parkway with contingencies in the staff report.

_____
Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: _____ayes _____ nays
Date Introduced: April 18, 2017
Date Passed:
Date Published:

Conditional Use Permit – American World Employee Housing (Continental Motel)
2020 Wisconsin Dells Parkway
Staff Report for Plan Commission, 4/10/17

The City of Wis. Dells has received a Conditional Use Permit (CUP) application from American World Inc. for a Group Lodging Facility (Seasonal Workforce Housing) at the old Continental Motel located at American World 2020 Wisconsin Dells Parkway.

Mt. Olympus had obtained a CUP for a lodging permit at this facility in 2011, 2012, 2013, 2014, 2015, and 2016. There have not been significant issues or concerns at this facility in the past. Recently American World has taken over operations of their motels in this area and would like to continue to operate this facility as employee housing again in 2017.

American World has stated that they do not intend the long term use of this facility to be for employee housing. However, they have indicated that they will need to use this facility for employee housing in the short term. American World will be converting all of their properties out of the Mt. Olympus brand, and would not be able to convert this facility from employee housing for the 2017 season.

It is agreed by all parties that employee housing on Wis. Dells Parkway is not desirable, and should be the housing of last resort.

The facility contains 22 rooms on 2 identical stories. Each story has 9 rooms with an area of 324 sq ft and 2 rooms with an area of 439 sq ft. Each room has a full bathroom, with tub, toilet and sink. Bunk beds have been installed in the rooms to hold 4 and 6 employees respectively, which provide 81 sq ft and 73 sq ft per person respectively. This creates a total maximum occupancy of 96 persons. The current lodging facility ordinance requires 50 sq ft per person, which this facility meets. The City has encouraged new facilities that are converted hotel to provide more than the minimum square footage.

This facility does not have any common area available for use by the employees, the office area at this facility is currently being used for storage is and full.

The current zoning code requires there to be at least one parking space for each room. This facility has 22 rooms and the zoning code requires 1 space per room. There are 44 parking spaces in front of the facility. The gas station and restaurant adjacent to this facility have additional parking that meets their requirements. There are also approximately 187 additional parking spaces south of Crabby's.

The entire American World property contains another motel and a campground with a RV park. American World will be managing the overnight facilities as well as this employee housing facility and ensuring that the area is properly maintained.

General concerns have exist arise from conversion of overnight lodging facilities to long term group lodging facilities. Some of these concerns come from the location of such facilities in prominent commercial areas, with these facilities not being the best view of the community for visitors to see. Other concerns with the conversion of these facilities have to do with fire and safety issues. This particular facility is a concrete building, so that it is not as susceptible to a catastrophic fire.

As for the location of this facility, American World has indicated that it would rather use this facility or this location for a more commercial use, but is not able to do this at this time. One option would be to approve

this permit for one year to allow American World to get through this season and address this facility again next year.

It has been past practice that any approval of the Group Lodging 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 next to a convenience store, but far from any other amenities such as a full grocery store, library, or other public services.

This facility is on the main commercial strip in this area of the City, which would not ordinarily be considered a good location for employee housing. This use would not be consistent with the City's future plan to utilize these lands for commercial purposes.

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 become a nuisance property if not properly managed.

Approval of this permit may contain the following contingencies.

1. The permit is issued to American World Inc. and is not transferrable
2. The facility shall be properly maintained and managed to prevent it from becoming a nuisance.
3. Possibly: The permit is issued for one year to prevent the perpetual use of this location for employee housing.

OR: This permit will be reviewed in one year to evaluate the status of this location for more appropriate uses than employee housing.

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	59981
Application number	

1. Applicant information

Applicant name	American World, Inc
Street address	400 County Hwy A
City	Wis. Dells
State and zip code	WI 53965
Daytime telephone number	608-253-4451
Fax number, if any	
E-mail, if any	adam@americanworld.com

2. Subject property information

Street address	2020 Wisconsin Dells Pkwy
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	Employee Housing

3. Proposed use. Describe the proposed use.

Employee housing

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

24 hour occupancy May 1 - September 30 approximately

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.

none

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

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

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

Employees are instructed in proper pedestrian Crossing use

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

Well Suited

d. Effects of the proposed use on the natural environment

n/a

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

n/a

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

n/a

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

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

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

8. **Applicant certification**

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

	3/9/17
Applicant Signature	Date

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

Reimbursement Agreement for Application Review Costs

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

B. Guarantee of Payment.
To guarantee reimbursement, the applicant shall submit one of the following along with this application:
1. an irrevocable letter of credit in the name of the City in an amount as set by the zoning administrator; or
2. a cash deposit in an amount as set by the zoning administrator.

If a cash deposit is used to guarantee reimbursement, the City will periodically deduct from the cash account such amounts necessary to pay for eligible costs and submit a written statement to the applicant. If a letter of credit is used, the applicant agrees to pay such amounts as invoiced within 7 days of the invoice date. An interest rate of 1¼ 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.

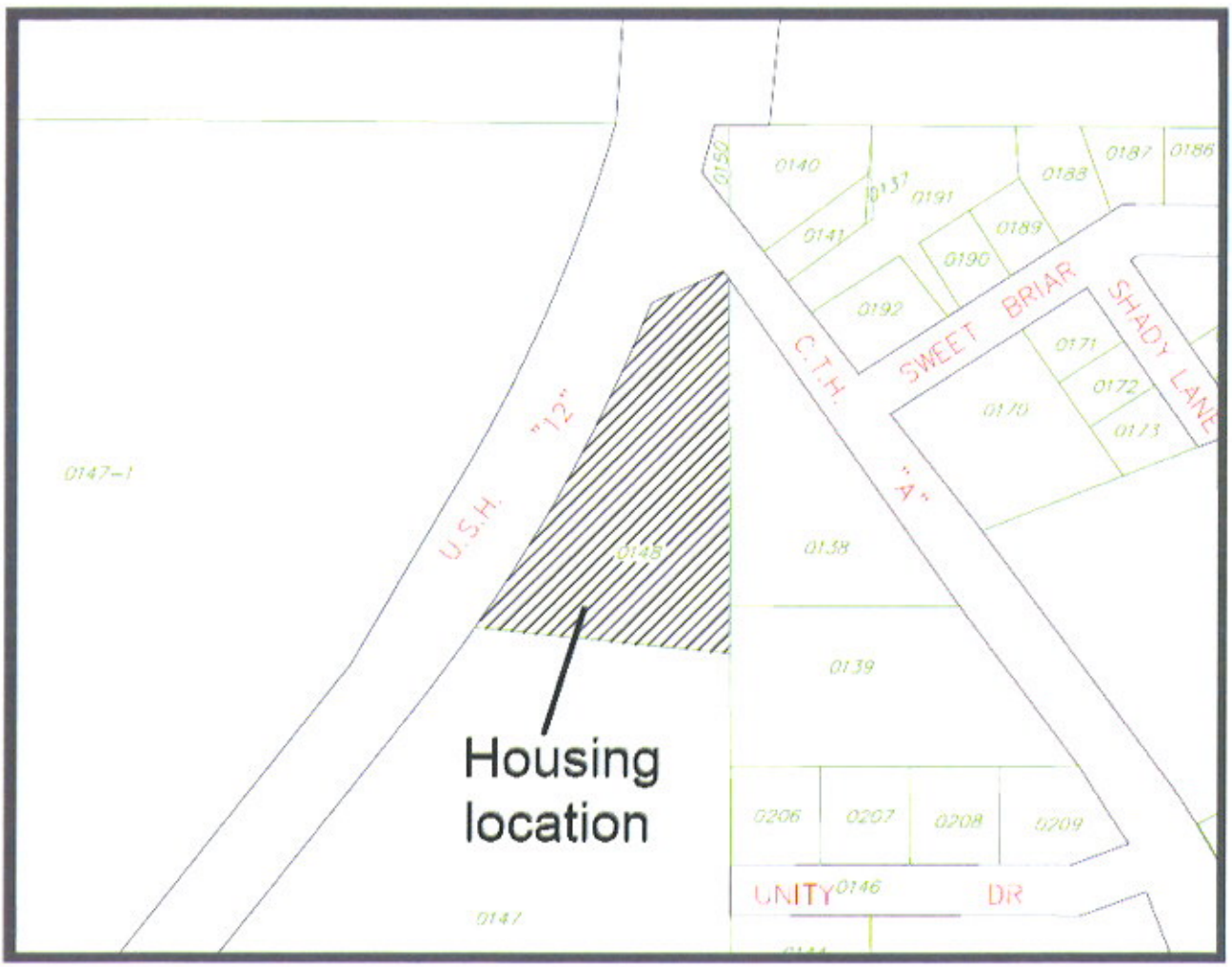
C. Termination of Guarantee.
If a cash deposit is used to guarantee reimbursement, the City agrees to reimburse the applicant any unused monies in the cash account, including earned interest, within 60 days of the date when the City Council takes final action on the application. If a letter of credit 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.

	3/9/17
Applicant Signature	Date

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City of Wisconsin Dells Plan Commission will hold a Public Hearing on **Monday, April 10, 2017 at 6:15PM** in the Council Chambers of the Municipal Building at 300 La Crosse Street, Wisconsin Dells, Wisconsin 53965, to consider the following:

Conditional Use Permit, per Municipal Code sec. 19.371(8), requested by American World Inc, in order to allow a GROUP LODGING FACILITY (Seasonal Workforce Housing) located at 2020 Wisconsin Dells Parkway, Sauk Co, City of Wisconsin Dells Parcel 291-0148. The property is zoned C-4 Commercial-Large scale, which requires a Conditional Use Permit for a Group Lodging Facility (Seasonal Workforce Housing) per Chapter 19 Article 5 Division 3 of the Municipal Code.
This property is the motel located behind the BP station at the intersection of Wisconsin Dells Parkway and CTH A. American World is applying to use this property for employee housing.
Copies of the application are available for review at the City of Wis. Dells Public Works office in the Municipal Building at 300 La Crosse Street.



All interested persons will be given an opportunity to be heard at the Public Hearing. With reasonable notice the City will provide appropriate auxiliary aids and services when necessary to afford individuals with disabilities an equal opportunity to participate in the Public Hearing.
Dated this 27th of March 2017

Chris Tollaksen
Plan Commission
City of Wisconsin Dells

Publication Dates:
April 1, 2017

ITEM 20

ORDINANCE NO. A-808
(Tourist Rooming House)

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

SECTION I: PURPOSE

The term "Tourist Rooming House" is used in Wisconsin in connection with the regulation of short-term rentals of residential overnight lodging accommodations. The purpose of this ordinance is set forth in the purpose section below. This measure is modeled on the Village of Lake Delton Ordinance.

SECTION II: PROVISION CREATED

Wisconsin Dells Code Sec. 16.35 is created.

SECTION III: PROVISION AS CREATED:

16.35 TOURIST ROOMING HOUSE

(1) **Purpose.** The purpose of this section is to ensure that the quality of tourist rooming houses operating within the City is adequate to protect public health, safety and general welfare, including establishing minimum standards of space for human occupancy, for adequate levels of maintenance, determining the responsibilities of owners, operators and property managers offering these properties for tourists, to protect the character and stability of City neighborhoods, to provide minimum standards for the health and safety of persons occupying or using the regulated premises; and, provisions for the administration and enforcement.

(2) **Definitions.**

(a) **Bathroom.** Full bath.

(b) **Clerk.** The City Clerk of the City of Wisconsin Dells, or designee.

(c) **Corporate Entity:** A corporation, partnership, limited liability company, or sole proprietorship licensed to conduct business in this state.

(d) **Dwelling Unit:** One (1) or more rooms with provisions for living, cooking, sanitary, and sleeping facilities and a bathroom arranged for exclusive use by one (1) person or one (1) family. Dwelling Units include residential, tourist rooming house, seasonal employee housing and dormitory units.

(e) **License.** The Property Management License issued under 16.35(4).

(f) **Owner .** The owner of a tourist rooming house.

(g) **Permit.** An individual tourist rooming house permit issued under sub. sec. (4).

(h) **Person.** Shall include a corporation, firm, partnership, association, organization and any other group acting as a unit as well as individuals, including a personal representative, receiver or other representative appointed according to law. Whenever the word person is used in any section of this section prescribing a penalty or fine, as to partnerships or associations, the word shall include the partners or members, and as to corporations, shall include the officers, agents or members who are responsible for any violation of this section.

(i) **Resident Agent.** Any person appointed by the owner of a tourist rooming house to act as agent on behalf of the owner.

(j) **Property Manager.** Any person providing property management services to a least five (5) tourist rooming houses.

(k) **Short Term Rental.** The rental of a dwelling unit for a period of less than 29 consecutive days.

(l) **State.** The State of Wisconsin Department of Health, or its designee.

(m) **Tourist Rooming House.** Any lodging place or tourist cabin or cottage where sleeping accommodations are offered for pay to tourists or transients. Houses, cabins, and/or condominium units operated by a hotel, motel or resort are not tourist rooming houses under this section.

(n) **Tourist Rooming House Complex.** A condominium with eight (8) or more units operating as tourist rooming houses.

(3) **Operation of Tourist Rooming Houses.**

(a) Tourist Room Houses are a form of overnight lodging (Code Sec. 19.11.5.5) conditionally permitted in the following districts: C-1, C-2, C-3, C-4 and M-1)

(b) No person may operate a tourist rooming house without a tourist rooming house permit. Every tourist rooming house shall be operated by a Resident Agent or licensed Property Manager.

(c) Each tourist rooming house is required to have the following licenses and permits:

1. State of Wisconsin Department of Health Service License

2. Seller's permit issued by the Wisconsin Department of Revenue;
3. Conditional Use Permit;
4. Wisconsin Department of Revenue Premier Resort Tax number;
5. Room Tax Permit; and
6. Permit or license issued pursuant to the provisions of this Section.

(d) Exemptions. The following activities are exempt from complying with the requirements of this section:

1. Private boarding or rooming house, ordinarily conducted as such, not accommodating tourists or transients.
2. Hotel, motel or resort license issued by the State of Wisconsin Department of Health Services, pursuant to Wis. Stats. sec.254.64.
3. Bed and breakfast establishments.

(4) **Tourist Rooming House Permit; Property Manager License.**

(a) The Clerk shall issue an original tourist rooming house permit to all applicants following the approval of an application by the Common Council and the filing of all documents and records required under this Section.

(b) The Clerk shall issue a property manager license to all applicants following the approval of the application by the Common Council and the filing of all documents and records required under this Section.

(c) No person may act as a property manager of a tourist rooming house without a property manager license issued in accordance with the provisions of this Section. The property manager license shall apply to all tourist rooming houses for which the property manager has exclusive rights for the rental of the property. The property manager must certify to the City that each tourist rooming house operating under the property manager license complies with the standards of this Section.

(d) All Property Managers shall carry casualty and liability insurance issued by an insurance company authorized to do business in this state by the Wisconsin Office of the Commissioner of Insurance, with liability limits of not less than $300,000 per individual and $1,000,000 aggregate.

(e) Certification of compliance. As a condition of issuance of a license under this Chapter, the Property Manager shall certify that each managed property is in compliance with the terms and conditions of the license and this Section.

(5) **Resident Agent; Property Manager.**

(a) All tourist rooming houses are required to appoint a Resident Agent for the receipt of service of notice of violation of this Section's provisions and for service of process pursuant to this Section. Such a designation shall be made by the owner and shall accompany each application form. The applicant shall immediately notify the Clerk of any change in residence or information regarding the Resident Agent.

(b) To qualify as a Resident Agent the person must meet the following requirements:

1. Be a natural person residing in or within twenty-five (25) miles of the City of Wisconsin Dells; or a corporate entity with offices located within twenty-five (25) miles of the City of Wisconsin Dells.

2. The applicant does not have pending any criminal charge and has not been convicted of a felony or misdemeanor of any offense involving dishonesty, fraud, deceit, robbery, the use or threatened use of force or violence upon the person of another, or sexual immorality under Wis. Stat. Chap. 944, as amended.

3. The applicant is authorized by owner to accept service of process for all City communications, citations and orders.

(c) Resident Agent Permit. Application for a Resident Agent permit, and payment of the application fee, shall be filed with the Clerk, who shall issue the permit to all qualified applicants. Each Resident Agent permit shall be for a period of one (1) year commencing on July 1, or the date of issuance, and shall expire on June 30 of each year. No fee is required for the owner of a tourist rooming house residing within twenty-five (25) miles of the City of Wisconsin Dells who is serving as Resident Agent.

(d) Property Manager License. No person may act as a property manager for a tourist rooming house without a property manager license issued in accordance with the provisions of this Section. The property manager license shall apply to all tourist rooming houses for which the property manager has exclusive rights for the rental the property. The property manager shall serve as the Resident Agent for the property owner. The property manager must certify to the City that each tourist rooming house operating under the license complies with the standards of this Section.

(e) Property Manager qualifications. To qualify as a Property Manager the applicant must meet the following requirements:

1. Comply with the qualifications for a Resident Agent as set forth in 5(b).

2. Shall be managing not less than five (5) tourist rooming houses operating in the City of Wisconsin Dells.

3. Shall hold the following licenses and permits in its name:

a. Seller's Permit issued by the Wisconsin Department of Revenue;
b. Room Tax Permit issued by the City of Wisconsin Dells;
c. Employer identification number issued by the Internal Revenue Service;

d. Wisconsin Department of Revenue Premier Resort Tax number.

(f) Each Resident Agent and Property Manager shall be authorized by the property owner to act as the agent for the owner for the receipt of service of notice of violation of this Section's provisions and for service of process pursuant to this Section and shall be authorized by the owner to allow City employees, officers and their designees, to enter the owner's property for purposes of inspection and enforcement of this Chapter and/or the City Code.

(6) **Procedure.**

(a) All applications for a tourist rooming house permit shall be filed with the Clerk on forms provided. Applications must be filed by the property owner or on the owner's behalf by the licensed Property Manager. Each applicant shall certify that the tourist rooming house included in the permit is in compliance with the provisions of this Section. No permit shall be issued unless the completed application form is accompanied by payment of the required fee.

(b) Each application shall include the following information and documentation for each tourist rooming house unit:

1. Conditional Use Permit (or application).
2. State of Wisconsin Department of Health Services License for a tourist rooming house license issued under Wis. Stats. sec. 254.64
3. Copy of a completed State Lodging Establishment Inspection form dated within one (1) year of the date of issuance or renewal.
4. Wisconsin Department of Revenue Premier Resort Sales Tax Number.
5. Proof of Insurance.
6. Seller's Permit from the Department
7. Floor plan and requested maximum occupancy

8. Site plan including available onsite parking.
9. Property Management Agreement (if applicable)
10. Designation of the Resident Agent.
11. Certification from the owner or licensee that the property meets the requirements of (12) below.
12. Applications for renewal permits filed by Property Managers are not required to include the documentation for each individual unit for items listed in subparagraph 4, 5, 6, 7, 8, 9, 10, unless the information on the renewal application has changed.

(c) Terms and Filing date. Each permit and license shall run from July 1 through June 30 of the following year. All applications must be filed on or before May 1. The filing fee shall be paid upon filing of the application. The Clerk may conditionally accept untimely filed applications, subject to payment of a penalty filing fee. Any application which does not include all of the information and documentation shall not be considered as complete.

(d) Application/Renewal Review Procedure.

1. Initial applications for a Tourist Rooming House (TRH) site shall be accompanied by a Conditional Use Permit (CUP) application. The CUP and TRH applications shall proceed simultaneously.

2. TRH applications and annual renewals shall be accepted and reviewed by the Building Inspector/Planning & Zoning administration who shall prepare and submit a report and recommendation to the appropriate Common Council Committee. The Committee shall make a recommendation to the Common Council which shall approve or deny the application.

3. Approvals may include conditions and restrictions. Denials shall be based upon specified reasons; and non-renewal denials shall be subject to due process standards of notice and opportunity to be heard.

(e) The City shall issue a permit for each tourist rooming house approved by the Common Council. The permit shall include the following information:

1. Identify the Property Owner;
2. Identify the Resident Agent/Property Manager with contact information;
3. The maximum occupancy for the premises;
4. The permit term;
5. State lodging license number; and

6. Contact information for the City.

(f) No permit or license shall be issued or renewed unless there is filed with the Building Inspector a completed Fire Inspection Report dated not more than one (1) year before the date of issuance or renewal.

(g) No permit or license shall be issued or renewed, if the applicant or property has outstanding fees, taxes or forfeitures owed to the City, unless arrangements for payment have been approved by the Common Council.

(h) Electronic Filing. Applications, reports and supporting documentation filed under this section may be filed electronically in the manner and form prescribed by the City Clerk.

(7) **Renewal.**

(a) Each application for a renewal of a permit shall include updated information for the documentation on file with the City and payment of the applicable fee. The Building Inspector/Zoning Administrator shall verify that the information provided on the renewal application is complete and in accordance with the requirements of this Section. The Building Inspector/Zoning Administrator shall request reports from the Police Department and the Zoning Administrator regarding any complaints received, calls for service or actions taken regarding the permitted properties. The Building Inspector/Zoning Administrator shall issue renewal permits within ten (10) days of the filing of the application unless the information provided is incomplete or otherwise not in compliance with the requirements of this Section and/or the reports from the Police Department and the Zoning Administrator indicate that there are complaints or actions involving the property.

(b) If the Building Inspector/Zoning Administrator finds that the license or permit should not be renewed, or that the application should be considered by the designated Common Council/Committee, the Building Inspector/Zoning Administrator shall forward the application to the appropriate Common Council Committee for action along with a written explanation of the reason for referral.

(c) No permit shall be issued or renewed unless there is filed with the Building Inspector/Zoning Administrator a completed Fire Inspection Report by the City fire inspector dated within one (1) year of the issue date.

(d) No permit or license shall be renewed if the applicant or property has outstanding fees, taxes or forfeitures owed to the City, or is under an order issued by the Building Inspector, or designee, to bring the

premises into compliance with City ordinances, unless arrangements for payment have been approved by the Common Council.

(8) **Room Tax.**

(a) Each tourist rooming house shall comply with the room tax reporting requirements of the City Code.

(b) Each Property Manager Licensee shall file consolidated room tax returns for the managed tourist rooming houses.

(c) All tax returns and supporting documentation filed with the Clerk are confidential and subject to the protections provided under the City Code and Wis. Stat. secs. 66.0 615(3) and 77.61.

(9) **Inspections.**

(a) Each separate unit which is offered for rental as a tourist rooming house is required to be inspected annually by the State and the City Fire Inspector. If the State fails to inspect the tourist rooming house, the applicant may request that the building inspector conduct the inspection.

(b) If the Building Inspector conducts the inspection, the holder of a permit or license shall be responsible for payment of the inspection fees.

(c) If the Building Inspector or Fire Inspector at any time is unable to conduct an inspection due to denial of access, the tourist rooming house shall not operate until it has passed the inspection.

(10) **Display of Permit.** Each permit shall be displayed on the inside of the main entrance door of each tourist rooming house.

(11) **Standards for Tourist Rooming Houses.** Each tourist rooming house shall comply with the requirements of this Section and any other applicable City ordinance; and failure to do so constitutes a nuisance. Each tourist rooming house shall comply with the following minimum standards:

(a) not less than one (1) bathroom for every six (6) occupants.

(b) not less one hundred fifty (150) square feet of floor space for the first occupant thereof and at least an additional one hundred (100) square feet of floor space for every additional occupant thereof; the floor space shall be calculated on the basis of total habitable room area. Floor space is determined using interior measurements of each room. Floor space does not include kitchens, bathrooms, closets, garages, or rooms not meeting

Uniform Dwelling Code requirements for occupancy. The maximum occupancy for any premises without a separate enclosed bedroom is two people.

(c) each tourist rooming house complex shall have a designated manager residing on the premises.

(d) not less than one and one quarter (1 ¼) onsite off-street parking spaces for every four (4) occupants based upon maximum occupancy.

(e) a safe, unobstructed means of egress leading to safe, open space at ground level.

(f) shall have functional smoke detectors and carbon monoxide detectors in accordance with the requirements of Wis. Admin. Code Chap SPS 362.

(g) shall not have an accessible wood burning fireplace unless the owner provides a certificate from a licensed commercial building inspector, dated not more than thirty (30) days prior to submission, certifying that the fireplace and chimney have been inspected and are in compliance with National Fire Prevention Association Fire Code Chapter 211 Standard for Chimneys, Fireplaces, Vents, and Solid Fuel-Burning Appliances.

(h) shall not have a hibachi, gas-fired grill, charcoal grill, or other similar devices used for cooking, heating, or any other purpose on any balcony, deck or under any overhanging structure or within ten (10) feet of any structure.

(12) **Fees.** The City may establish by resolution fees related to TRH regulation, including, without limitation, application, inspection and renewal.

(13) **Enforcement.**

(a) The provisions of this ordinance shall be enforced by the Fire Chief, Chief of Police, Building Inspector, Zoning Administrator, Code Compliance Officer, or their designees or agents.

(b) Owners and others shall be subject to fines or forfeitures for failure to abide by the terms of this ordinance or other relevant city or state codes or regulations; including, without limitation, the provisions of Code Sec. 17.10 "Chronic Nuisance Premises"; and, for failure to observe or implement license conditions. The penalty provisions of Code Sec. 30.04 shall apply. Each day a violation continues shall constitute a separate offense.

(c) Repeated and unabated violations of this cost may also subject the permit to non-renewal, suspension or revocation proceedings. Such proceedings shall include written notice to the permit holder, a hearing and decision by the Common Council.

(d) If a license is non-renewed, suspended or revoked, the City shall take those actions necessary to protect the interests of effected occupants.

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, Clerk

First Reading Adopted: March 20, 2017
Second Reading Adopted:
Published: April 1, 2017

ITEM 21

ORDINANCE NO. A-809
(Group Accommodation Definitions Updated)

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

SECTION I: PURPOSE

To amend Land Use Definitions for Group Accommodations.

SECTION II: PROVISIONS AMENDED

19.111(5.3) & (5.5) of Group Accommodations are amended.

SECTION III: PROVISIONS AS AMENDED

5.3 ~~Group lodging facility~~ *Seasonal Workforce Housing.* A single unit or a multi-unit building in which 5 or more unrelated persons reside. By way of example, a group lodging facility may be a converted hotel or motel, a dormitory or a residence shared by 5 or more unrelated persons. The term does not include a bed and breakfast; a hotel, motel, or other facility regulated under chapter HRS 195, Wis. Admin. Code; an apartment building in which the individual units have complete kitchen and bathroom facilities; and residential facilities for senior citizens or disabled persons licensed by the State.

5.5 Overnight Lodging. A building, or portion thereof, *where sleeping accommodations are provided for pay to tourists or transients; and all related rooms, buildings, and areas.* ~~that has individual guest rooms with private bathrooms and may include recreational/fitness rooms for the exclusive use of guests~~. The term includes hotels, ~~and~~ motels *and tourist rooming houses. It does not include bed & breakfast establishments*.

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 Wisconsin Dells Code, Chapter 19.

Brian L. Landers, Mayor

Nancy R. Holzem, City Clerk

ITEM 22

ORDINANCE NO. A-810
(Workforce Housing Licensing Updates)

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

SECTION I: PURPOSE

This ordinance changes the name of Workforce Housing to Seasonal Workforce Housing as it pertains to licensing.

SECTION II: PROVISIONS AMENDED AND CREATED

Wisconsin Dells Code Sec. 16.06(1) is amended.
Wisconsin Dells Code Sec. 16.06(9)(j-m) are created.

SECTION III: PROVISIONS AS AMENDED AND CREATED

16.06 *SEASONAL* WORKFORCE HOUSING FACILITIES

(1) Definition. In this section, "*Seasonal* Workforce Housing Facility" means:

(a) A single family dwelling unit occupied by more than four unrelated persons.

(b) A building or buildings formerly operated and occupied as a hotel or motel, now occupied for limited term residential purposes; i.e., more than thirty (30) days in a sixty (60) day period.

(c) A dormitory; i.e., a building or buildings with private or semi-private rooms and sleeping areas for residents along with common bathroom facilities, cooking/eating areas, and recreation areas.

(9) Minimum Facility Requirements.

(o) Licensed premises shall provide each occupant with a lockable storage closet or cabinet of not less than twelve inches (12") by twelve inches (12") by eighteen inches (18").

(p) Licensed premises shall provide free internet/wifi service in common areas to its occupants.

(q) Licenses premises shall provide each occupant with a separate bed.

(r) All occupants of a room in a license premises must be of the same gender unless all occupants of the bedroom consent to mixed-gender occupancy.

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 effective June 9, 2017 upon enactment and publication as provided by state law.

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

First Reading Passed: March 20, 2017
Second Reading passed:
Published: April 1, 2017

ORDINANCE NO. A-811
(Sidewalk Litter & Debris)

ITEM 23

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

SECTION I: PURPOSE

This ordinance expands the defined sidewalk area, including café zones, to be kept clean by persons owning or occupying places of business in the city.

SECTION II: PROVISION RECREATED

Wisconsin Dells Code sec. 6.05 is recreated.

SECTION III: PROVISION AS RECREATED

6.05 SIDEWALK LITTER AND DEBRIS

(1) Merchants Duty to Keep Sidewalk and Other Areas Orderly and Free of Litter. Persons owning or occupying places of business within the city shall keep all pedestrian walkways (both public and private) and any other area between the business place and the roadway/curb, clean and free of any litter, debris or garbage. This is to include keeping clean and in an orderly state, any city approved table, chair, bench or other part of those areas. Merchants shall report to the Public Works or Police Department, any missing, stolen or damaged property in front of their business as soon as possible.

(2) Café Zones. Any portion of the established "Cafe Zones" along Broadway in the C-2 Commercial Downtown Zoning District that are permitted to a downtown business, as approved by the City Council, shall be maintained as above at all times by the permitted business. Garbage generated by these permitted businesses shall not be placed in the garbage receptacles placed downtown by the city.

(3) Sweeping Litter Into Gutter Prohibited and Sidewalk Cleanliness. No person shall sweep into or deposit in any gutter, street or other public place within the city the accumulation of litter from any building or lot, or from any public or private sidewalk or driveway.

(4) Penalty. Persons who violate this section shall first receive a warning. Thereafter, the following fines, plus cost of prosecution shall be imposed:
Second offense: $100; Third offense: $200; Subsequent offenses: $300

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 6.

Brian L. Landers, Mayor

Nancy R. Holzem, Clerk/Coordinator

First Reading Passed: March 20, 2017
Second Reading Passed:
Publication: April 1, 2017

ITEM 24

ORDINANCE NO. _____ DRAFT

(Riding in Cargo Areas of Motor Vehicles)

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

SECTION I: PURPOSE

This ordinance authorizes the Chief of Police to prohibit persons riding in cargo areas of motor vehicles during periods of high traffic volume and activity associated with special events and festivals. The Chief must notify the Mayor and Common Council twenty-one (21) days in advance and provide adequate public notice of the temporary restriction. Operators of vehicles will be issued a warning before a citation is issued for a subsequent stop.

SECTION II: PROVISION CREATED

Wisconsin Dells Code Sec. 10.30 is created.

SECTION III: PROVISION AS CREATED:

10.30 Riding in Cargo Areas

(1) The Chief of Police is authorized to prohibit the following activity during periods of high traffic volume and activity associated with special events and festivals:

> The operation upon a street or highway of a motor truck when any person is in the open cargo area of the motor truck.

(2) The Chief of Police shall notify the Mayor and Common Council, in writing, at least 21 days in advance of the exercise of this authority; and the Mayor and Common Council may object and enjoin the exercise of authority.

(3) The Chief shall post and erect such signs and notices as needed to provide reasonable warning of this temporary restriction.

(4) No person shall be issued a citation for an offense until they have first been issued a warning.

(5) The penalty shall be the following: _____

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 10.

Brian L. Landers, Mayor

Nancy R. Holzem, Clerk