

# CITY OF WISCONSIN DELLS MEETING AGENDA

Meeting Description: COMMON COUNCIL MEETING

Date: MONDAY, AUGUST 17, 2020 Time: 6:30PM Location: MUNICIPAL BUILDING COUNCIL CHAMBERS - 300 LA CROSSE STREET, WISCONSIN DELLS, WI

| MAYOR               | COUNCIL MEMBERS   |                 |                |
|---------------------|---|-----------------|----------------|
|                     | FIRST DISTRICT  | SECOND DISTRICT | THIRD DISTRICT |
| Edward Wojnicz      | Jesse DeFosse   | Mike Freel      | Ben Anderson   |
|                     | Brian Holzem  | Terry Marshall  | Dan Anchor     |
| <b>OPENING</b>      |   |                 |                |
| 1                   | Call to Order & Roll Call Attendance  |                 |                |
| 2                   | Pledge of Allegiance  |                 |                |
| 3                   | Approval of Consent Agenda Items: <ul style="list-style-type: none"> <li>a. July 21, 2020 Common Council Meeting Minutes</li> <li>b. Schedule of Bills Payable dated August 17, 2020</li> <li>c. Applications for Bartender Licenses</li> </ul>   |                 |                |
| <b>AGENDA ITEMS</b> |   |                 |                |
| 4                   | Public Comment/Citizen Appearances for Any Non-Agenda Item  |                 |                |
| 5                   | Request by Asgard Axe Throwing LLC, Dennis Mitchell Agent, to Amend the Premises Description on its Class B Beer/Class C Wine License for Asgard Axe Throwing, 714 Oak Street, to Include the Sidewalk Area in Front of the Building, Contingent Upon a Signed Privilege Agreement for Use of that Area |                 |                |
| <b>RESOLUTIONS</b>  |   |                 |                |
| 6                   | Resolution to Approve Extending the Historic Kilbourn Library Building Lease Agreement with Wilderness Ventures Management Services, LLC for Use of the Building at 631 Cedar Street  |                 |                |
| 7                   | Resolution to Approve the Task Order with MSA Professional Services for Jenkins Park - Sidewalk Grading Plan  |                 |                |
| 8                   | Resolution to Approve the Fire Protection Services Agreement with Area Townships  |                 |                |
| 9                   | Resolution Authorizing the Mayor to Take Those Actions Needed in Connection with Trout Road Project, Including a Possible Relocation Order  |                 |                |
| <b>ORDINANCES</b>   |   |                 |                |
| 10                  | Second Reading of Ordinance to Require the Entirety of a Workforce Housing Premises be Habitable  |                 |                |
| <b>CLOSING</b>      |   |                 |                |
| 11                  | Business for Referral to Subsequent Meetings  |                 |                |
| 12                  | Adjourn   |                 |                |
|                     | Nancy R. Holzem, City Clerk/Coordinator<br>Posted: 08/14/2020   |                 |                |
|                     | PLEASE BE ADVISED THAT UPON REASONABLE NOTICE, THE CITY OF WISCONSIN DELLS WILL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES TO AFFORD INDIVIDUALS WITH DISABILITIES AN EQUAL OPPORTUNITY TO PARTICIPATE IN MEETING ACTIVITIES.  |                 |                |

CITY OF WISCONSIN DELLS  
APPLICATION FOR OPERATOR'S (BARTENDER) LICEN

ITEM 3c

Per Wis. SS 125.32(2) and 125.68(2) and City Code 16.12(5)  
SEE BACK SIDE OF APPLICATION FOR IMPORTANT INFORMATION.

FOR OFFICE USE ONLY

Current Licensing Period: July 1, 2020 to June 30, 2022 Amount Paid: \$ 600.00 Receipt No. 72962  
Council Date Granted: \_\_\_\_\_ Police Dept Verification: 6-8-20 By: RC-CH  
License #: \_\_\_\_\_ Date Issued: \_\_\_\_\_ Police Chief Recommendation: Approve: [Signature] Deny: \_\_\_\_\_

New \$60 (attach Beverage Server Training Cert.)  Renewal \$60  Temp. \$10 (Event Dates: \_\_\_\_\_)

Name Bistodeau Jamie Lynn  
Last First Middle  
Home Address W6403 23rd St W Necedah WI 54646  
Street City State Zip

Mail License to (if different from Home Address): 959 Grandview Ave Tomah WI 54660  
Street Apt 208 City State Zip

Date of Birth: 03-23-1998 Drivers License # B233-4329-8603-05 State WI

Phone Number: 608-377-1024

List any other State(s) resided in within the last 5 years: \_\_\_\_\_

License to be used at (Name of Wisconsin Dells Business): Timber Falls Adventure Park

Have you been convicted of a felony? Yes \_\_\_ No X  
Have you been arrested or convicted of any law or ordinance pertaining to alcohol or drugs? Yes \_\_\_ No X  
Have you been arrested or convicted of any State, Federal or Local Laws (other than speeding tickets)? Yes \_\_\_ No X  
Do you currently have any outstanding citations, parking tickets, and/or utilities owed to the City? Yes \_\_\_ No X

If you answered yes to any of the above questions, please list information below or on a separate page:

| Date | Nature of Offense | County | State |
|------|-------------------|--------|-------|
|      |                   |        |       |
|      |                   |        |       |
|      |                   |        |       |
|      |                   |        |       |
|      |                   |        |       |
|      |                   |        |       |
|      |                   |        |       |

Under penalty by law, I, the undersigned, state that I am the person named in this application and that I have read and made complete and truthful answers to each question. I agree to comply with all Federal, State and Local Laws, Resolution and Ordinances regarding the sale of alcohol beverages if a license is granted to me. I have read the back of the application and understand the parameters for denial of this license.

Signature of Applicant: Jamie Bistodeau Date: 6/4/2020

































This certificate represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.17(6) and 125.04(5)(a)5., Wis. Stats.

## Certificate of Completion

This is to certify that

**Cloe Triggs**

*has successfully completed the  
LIQUORexam.com Responsible Beverage  
Server and Seller Training Program*

**Course Name:** Wisconsin Alcohol Server and Seller Certification

A handwritten signature in black ink, appearing to read "Edward D McLean".

**Edward D McLean, Administrator**  
[www.LIQUORExam.com](http://www.LIQUORExam.com)

**Date:** 05/30/2020  
**Expiration:** 24 Months  
**Certificate #:** 54986  
**Birth Date:** 02/03/2002



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

Per Wis. SS 125.32(2) and 125.68(2) and City Code 16.12(5)  
SEE BACK SIDE OF APPLICATION FOR IMPORTANT INFORMATION.

FOR OFFICE USE ONLY

Current Licensing Period: July 1, 2020 to June 30, 2022 Amount Paid: \$ 60.00 Receipt No. 72960  
Council Date Granted: \_\_\_\_\_ Police Dept Verification: 6-8-20 By: RC + CH  
License #: \_\_\_\_\_ Date Issued: \_\_\_\_\_ Police Chief Recommendation: Approve: \_\_\_\_\_ Deny: X  
 New \$60 (attach Beverage Server Training Cert.)  Renewal \$60  Temp. \$10 (Event Dates: \_\_\_\_\_)

Name Wood Sharia M  
Last First Middle  
Home Address 133 Mill St Apt 203 Hillsboro WI 54634  
Street City State Zip

Mail License to (if different from Home Address): P.O Box 353 Hillsboro WI 54634  
Street City State Zip

Date of Birth: 11/09/98 Drivers License # W300-7939-8009-00 State WI  
Phone Number: 608-479-0560 8909

List any other State(s) resided in within the last 5 years: N/A  
License to be used at (Name of Wisconsin Dells Business): Timber Falls Adventure Park

Have you been convicted of a felony? Yes \_\_\_ No X  
Have you been arrested or convicted of any law or ordinance pertaining to alcohol or drugs? Yes \_\_\_ No X  
Have you been arrested or convicted of any State, Federal or Local Laws (other than speeding tickets)? Yes X No \_\_\_  
Do you currently have any outstanding citations, parking tickets, and/or utilities owed to the City? Yes \_\_\_ No X

If you answered yes to any of the above questions, please list information below or on a separate page:

| Date           | Nature of Offense         | County | State     |
|----------------|---------------------------|--------|-----------|
| <u>6/15/20</u> | <u>Traffic Violations</u> |        | <u>WI</u> |
|                |                           |        |           |
|                |                           |        |           |
|                |                           |        |           |
|                |                           |        |           |

Under penalty by law, I, the undersigned, state that I am the person named in this application and that I have read and made complete and truthful answers to each question. I agree to comply with all Federal, State and Local Laws, Resolution and Ordinances regarding the sale of alcohol beverages if a license is granted to me. I have read the back of the application and understand the parameters for denial of this license.

Signature of Applicant: Sharia Wood Date: 6/5/2020

**Nancy Holzem**

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**From:**  
**Sent:** Thursday, August 13, 2020 9:07 AM  
**To:** Nancy Holzem  
**Subject:** FW: Asgard outdoor seating  
**Attachments:** Temp seating area Asgard.png

Good Morning Nancy

I would like to extend the premises description on my Class B Beer/Class C Wine License to include the outdoor area in front of my business at 714 Oak Street. I am in the process of generating a rendering of what our outside area will be. For now I was hoping to try a temporary set up. I was thinking hard on how I could monitor the outdoor area. The best way in my opinion would be to staff a bartender outside with a limited bar. I have plans of future development for the outdoor seating area that would include a wooden deck. Here is a rough image of what I am thinking. Please call me if there are any questions. I haven't decided what material to block off the temporary seating area as of yet. I am entertaining the thought of using large wooden posts with thick rope. I will know more after the meeting this week. I want the opinion of the DRC. The license would need to extend 19ft from the front of the building and 40ft wide. That gives 6 feet of sidewalk still in front of the building.

Thank you Nancy. Looking forward to hearing from you soon.

Dennis Mitchell  
6083691669

## Nancy Holzem

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**From:** Chris Tollaksen  
**Sent:** Thursday, July 30, 2020 12:09 PM  
**To:** David Holzem; Nancy Holzem; Karen Terry; David Leifer  
**Cc:** E Wojnicz; T Marshall; Ben Anderson  
**Subject:** FW: Asgard building  
**Attachments:** seating1.pdf; seating3.pdf

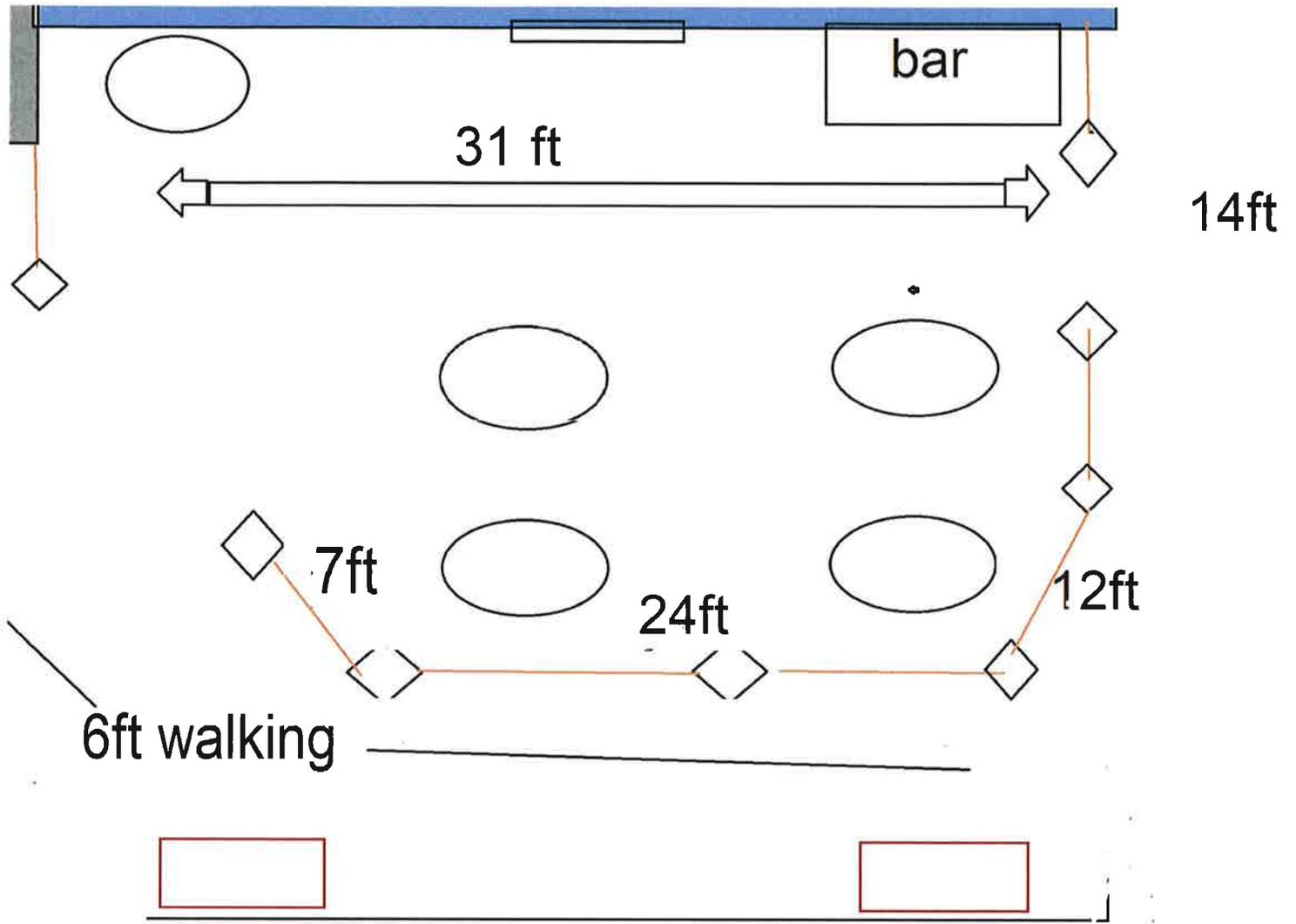
Dennis from the Asgard Axe Throwing business has expanded his pizza menu in the his new location on Oak St. He is interested in setting up some outdoor seating in front of his building. His original plan was to utilize the flex parking space, but he is now leaning more toward adding a seating area tight up next to the building. Long term he would like to construct a wood deck type area. He understands that will take some time to review, and that would be for next year.

However, for this year, he would like to try renting some of the unused City tables and roping off an area next to the building for seating. He would like to update his beer license at the August meeting and use the fall to try it out. He is aware of the privilege agreement and rent payments.

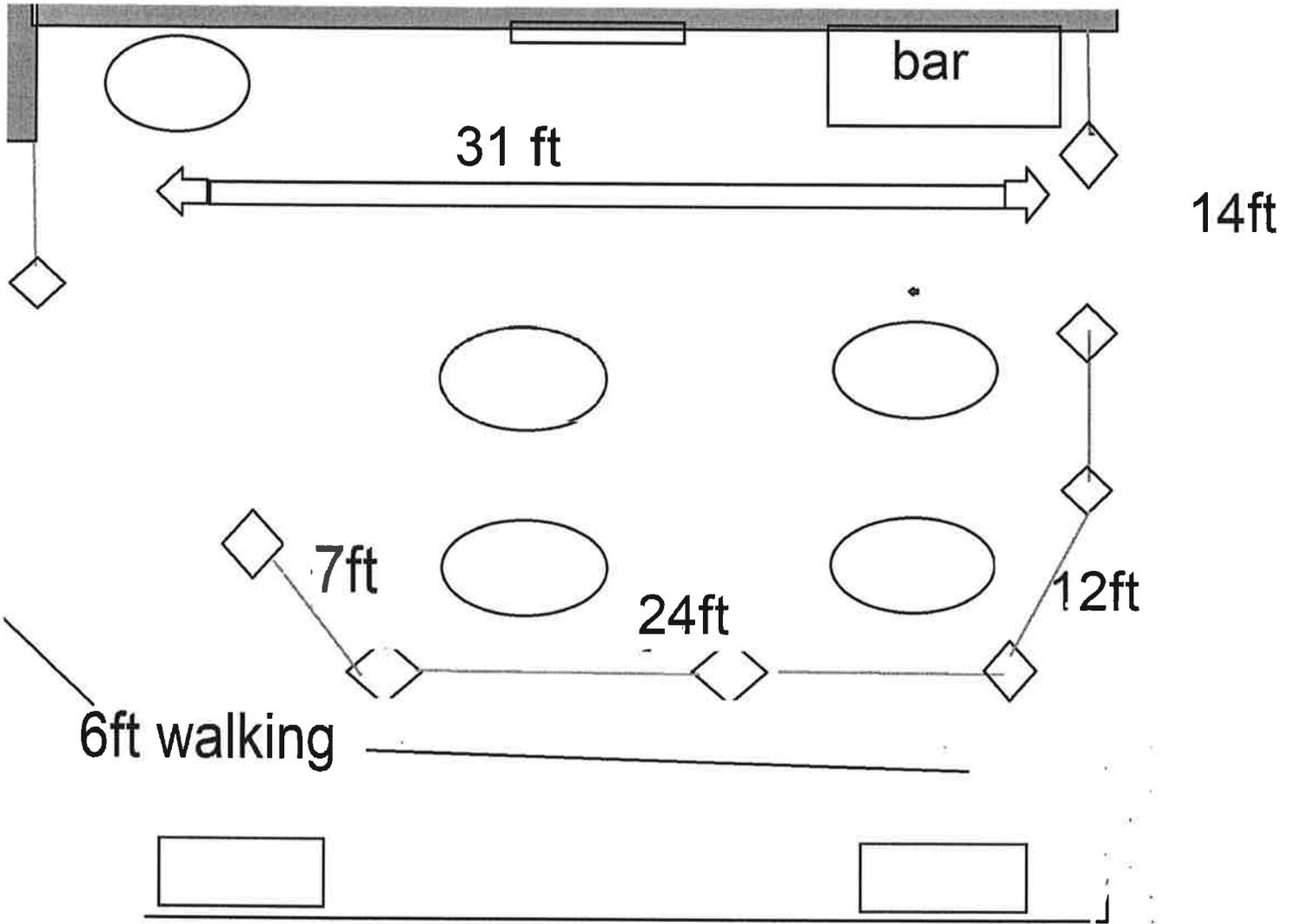
I expect to have some updated renderings for the DRC to review next week. I expect some of the other committee (PW, Parking, Legislative, Council) would want to review this as well.

Please let me know if you have any questions/comments/concerns.

Chris Tollaksen  
City of Wisconsin Dells  
Zoning Administrator  
608 253-2542



Asgard Temporary Outdoor Seating



Asgard Temporary Outdoor Seating

# Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2020 ending: 06 30 2021  
(mm dd yyyy) (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  Limited Liability Company  
 Partnership  Corporation/Nonprofit Organization

Complete A or B. All must complete C.

**A. Individual or Partnership:**

| Full Name (Last) | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
|------------------|---------|---------------|--|
|                  |         |               |  |
|                  |         |               |  |
|                  |         |               |  |

**B. LLC or Corporation (and Agent):**

|   |  |
|---|--|
| Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company<br><u>Asgard Axe &amp; Tap Throwing LLC</u> | Address of Corporation / Limited Liability Company (if different from licensed premises)<br><u>714 Oak St. WI Dells WI 53965</u> |
|---|--|

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

| Agent Last Name | (First)       | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
|-----------------|---------------|---------------|--|
| <u>Mitchell</u> | <u>Dennis</u> | <u>Edward</u> | <u>4125 8th lane Wisconsin Dells, WI 53965</u>         |

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

| President / Member Last Name      | (First)         | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
|-----------------------------------|-----------------|---------------|--|
| <u>Marcum</u>                     | <u>Nicholas</u> | <u>Ryan</u>   | <u>876 county K Wisconsin Dells, WI 53965</u>          |
| Vice President / Member Last Name | (First)         | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| Secretary / Member Last Name      | (First)         | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| Treasurer / Member Last Name      | (First)         | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| Directors / Managers Last Name    | (First)         | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| Directors / Managers Last Name    | (First)         | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |

**C. Business Information**

1. Trade Name Asgard Axe & Tap Business Phone Number 608-432-3525  
 2. Address of Premises 714 oak st 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.)  
Alcohol Beverages will only be sold on main upstairs floor. It will be stored in cooler downstairs.

| Applicant's Wisconsin Seller's Permit Number         |               |
|--|---------------|
| FEIN Number  |               |
| TYPE OF LICENSE REQUESTED                            | FEE           |
| <input type="checkbox"/> Class A beer                | \$            |
| <input checked="" type="checkbox"/> Class B beer     | \$ 100        |
| <input checked="" type="checkbox"/> Class C wine     | \$ 100        |
| <input type="checkbox"/> Class A liquor              | \$            |
| <input type="checkbox"/> Class A liquor (cider only) | \$ N/A        |
| <input type="checkbox"/> Class B liquor              | \$            |
| <input type="checkbox"/> Reserve Class B liquor      | \$            |
| <input type="checkbox"/> Class B (wine only) winery  | \$            |
| Publication fee                                      | \$ 14         |
| <b>TOTAL FEE</b>                                     | <b>\$ 214</b> |





ASGARD  
AXE & TAP

ASGARD  
AXE THROWING

POLICE

PAY  
STATION

PIZZA  
AND  
AXE  
THROWING



**CITY OF WISCONSIN DELLS**  
**RESOLUTION NO. \_\_\_\_\_**

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the Finance Committee from their August 17, 2020 meeting;

It APPROVES the updates to and renewal of, the Historic Kilbourn Library Lease Agreement with Wilderness Ventures Management Services, LLC.

\_\_\_\_\_  
Edward E. Wojnicz, Mayor

Attest: \_\_\_\_\_  
Nancy R. Holzem, City Clerk/Coordinator

Vote: \_\_\_\_\_ ayes; \_\_\_\_\_ nays; \_\_\_\_\_ abs

Date Introduced: August 17, 2020

Date Passed:

Date Published:

# Current Agreement

## HISTORIC KILBOURN LIBRARY LEASE AGREEMENT

THIS LEASE AGREEMENT is by and between the City of Wisconsin Dells, a municipal corporation referred to as "Landlord"; and, Wilderness Ventures Management Services, LLC, Wisconsin Dells, referred to as "Tenant."

In consideration of the mutual covenants contained in this lease agreement, the parties agree as follows:

1. Description of Premises. Landlord leases to Tenant the Historic Kilbourn Library building located at 631 Cedar Street, Wisconsin Dells, Wisconsin (hereinafter "leased premises").
2. Rent. Monthly rent shall be as follows, due the 1<sup>st</sup> day of each month (during calendar year):

|              |              |
|--------------|--------------|
| 2013: \$1062 | 2017: \$1143 |
| 2014: \$1062 | 2018: \$1172 |
| 2015: \$1088 | 2019: \$1200 |
| 2016: \$1115 | 2020: \$1230 |

3. Term. The term of this lease agreement shall be for seven (7) years beginning on the first day of December 1, 2013 and ending November 30, 2020.

4. Historic Preservation. The leased premises are subject to a Historic Preservation Easement in favor of the State Historical Society of Wisconsin. Tenant shall abide by the terms of the easement and shall cooperate and comply with such directives as may be made pursuant to the easement.

5. Restrictions on Use.

A. Tenant shall use and occupy the leased premises as a commercial business office. No other use of the leased premises may be made without the consent, in writing, of Landlord.

B. Tenant shall not use the leased premises in any manner that will increase risks covered by insurance on the leased premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may further Tenant's business purposes.

C. Tenant shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the leased premises, and shall comply with all requirements of the insurers.

D. Tenant shall prohibit smoking in the Historic Kilbourn Library building.

E. Tenant shall not allow any waste or nuisance on the leased premises, or use or allow the leased premises to be used for any unlawful purpose.

6. Environmental Covenant - Restrictions on Tenant; Hazardous Substances.

A. Tenant shall not cause or permit any Hazardous Substance to be used, stored, generated or disposed of on or in the leased premises by Tenant, Tenant's agents, employees, contractors or invitees. If Hazardous Substances are used, stored, generated or disposed of on or in the leased premises, or if the leased premises become contaminated in any manner for which Tenant is legally liable, Tenant shall indemnify, defend and hold harmless the Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the premises or the building) of which they are a part, damages because of adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys', consultant and expert fees arising during or after the Lease Term and arising as a result of such contamination by Tenant. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal or restoration mandated by a federal, state, or local agency or political subdivision. In addition, if Tenant causes or permits the presence of any Hazardous Substance on the Premises and this results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions to return the Premises to the condition existing before the presence of any such Hazardous Substance on the Premises, provided, however, that Tenant shall first obtain Landlord's approval for any such remedial action.

B. As used herein, "Hazardous Substance" means any substance which is toxic, ignitable, reactive or corrosive and which is regulated by any local government, the State of Wisconsin or the United States government. "Hazardous Substance" includes any and all material or substances which are defined as "hazardous waste," "extremely hazardous waste" or a "hazardous substance," pursuant to state, federal or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorinated biphenyls ("TCBs") and petroleum.

7. Utilities. Tenant shall arrange and pay for all utilities furnished to the leased premises for the term of this lease agreement, including, but not limited to, electricity, gas, water, sewer, and telephone service.

8. Repairs and Maintenance. Tenant shall, at all times during the lease term, at its expense, put and maintain in thorough repair and in good and safe condition the building and improvements on the leased premises, and their equipment and appurtenances, both inside and outside, structural and nonstructural, extraordinary and ordinary, however the necessity or desirability for repairs may occur, and regardless of whether necessitated by wear, tear, obsolescence, or defects, latent or otherwise. The Tenant shall also, at its expense, put and maintain in thorough repair and in good and safe condition, and free from dirt, snow, ice, rubbish, and other obstructions or encumbrances, the sidewalks, areas, chutes, sidewalk hoists, railings, gutters and curbs in front of and adjacent to the leased premises.

9. Alterations. Proposed alterations to the building shall be submitted to the City in writing for approval prior to the commencement of any construction.

10. Surrender of Premises. Tenant shall surrender the leased premises at the end of the lease term. Tenant shall remove its personal property from leased premises upon surrender. All

renovations, repairs and alterations to the leased premises, whether structural, mechanical or otherwise, shall be the property of the Landlord and shall remain on the leased premises upon surrender.

11. Destruction of Leased Premises. If any part of the leased premises are rendered un-tenantable by fire or other casualty, Landlord may elect to:

A. Terminate this lease agreement as of the date of the fire or casualty by notice to Tenant within 14 days after that date, or

B. Repair, restore or rehabilitate the Building or the leased premises, in which event this lease agreement will not terminate but any rent will be abated on a daily basis while the leased premises are un-tenantable. If the damage is due to any act or omission of Tenant, Landlord has the rights set forth in this lease agreement at Tenant's cost and expense. If Landlord elects to repair, restore or rehabilitate the building or the leased premises, the work will be undertaken and completed with due diligence. If this lease agreement is terminated pursuant to this section, rent will be apportioned on a daily basis and paid to the date of the fire or casualty.

12. Entry on Leased Premises by Landlord. Landlord reserves the right to enter on the leased premises at reasonable times to inspect them.

13. Non-liability of Landlord for Damages. Landlord shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the leased premises by Tenant, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the leased premises during the term of this lease agreement. Tenant shall indemnify Landlord from any and all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.

14. Liability Insurance. Tenant agrees to procure and maintain in force during the term of this lease agreement and any extension of this lease agreement, at its expense, public liability insurance in companies and through brokers approved by Landlord, adequate to protect against liability for damage claims through use of or arising out of accidents occurring in or around the leased premises, in a minimum amount of \$500,000 for each person injured, \$1,000,000 for any one accident, and \$500,000 for property damage. Such insurance policies shall provide coverage for Landlord's contingent liability on such claims or losses. The policies shall be delivered to Landlord. Tenant agrees to obtain a written obligation from the insurers to notify Landlord in writing at least 60 days prior to cancellation or refusal to renew any such policies. Tenant agrees that, if such insurance policies are not kept in force during the entire term of this lease agreement and any extension of this lease agreement, Landlord may procure the necessary insurance, pay the premium therefore, and that such premium shall be repaid to Landlord as an additional rent installment for the month following the date on which such premiums are paid.

15. Property Insurance.

A. Tenant shall keep the building of which the leased premises are a part insured against loss or damage by fire or other peril to the extent of the full insurable value thereof,

including all improvements, alterations, additions, and changes. All insurance required by this provision shall be carried for the mutual benefit. The insurance carrier shall be mutually acceptable to the parties.

B. All insurance proceeds collected shall be used toward the full compliance with the provisions of paragraph 11 of this lease agreement.

C. Tenant may obtain and maintain any other insurance that Tenant desires on the leased premises or on the personal property on the leased premises at the expense of Tenant, and any such additional insurance desired by Tenant may be written by any carrier selected by Tenant.

16. Assignment Sublease or License. Tenant may not assign its rights under this lease agreement, Tenant may not sublease the leased premises or permit the use and occupancy of the leased premises by anyone other than the Tenant without prior written consent of the City.

17. Breach.

A. The following shall constitute a breach of this lease agreement:

1. The appointment of a receiver to take possession of the assets of Tenant,
2. A general assignment for the benefit of the creditors of Tenant,
3. Any action taken or allowed to be taken by Tenant under any bankruptcy act,
4. Or the failure of Tenant to comply with each and every term and condition of this lease agreement.

B. Tenant shall have twenty-one (21) days after receipt of written notice from Landlord of any breach to correct the conditions specified in the notice. If the corrections cannot be made with the twenty-one (21)-day period, Tenant shall have a reasonable time to correct the default if action is commenced by Tenant within twenty-one (21) days after receipt of the notice.

18. Remedies of Landlord for Breach by Tenant. In the event of any default by Tenant under this lease agreement, in addition to any other remedy, Landlord shall also have the right, adhering to applicable legal processes, with or without terminating this lease agreement, to reenter the demised premises and to relet them. Tenant agrees to pay Landlord the cost of recovering possession of the demised premises, the expenses of reletting, and any other costs or damages arising out of Tenant's default. Tenant further agrees to make good to Landlord any deficiency arising from the reletting of the demised premises at a lesser rental than agreed to in this lease agreement. Tenant shall pay to Landlord such deficiency each month as the amount of the deficiency is ascertained by Landlord and billed to Tenant. Landlord is obligated to use good-faith efforts to mitigate its damages.

19. Attorney's Fees. If either party shall file an action to enforce any agreement contained in this lease agreement, or for breach of any covenant or condition, the other party shall pay Landlord reasonable attorney's fees for the services of the prevailing party's attorney in the action, all fees to be fixed by the court.

20. Taxes. Tenant shall pay when due all personal property taxes and special assessments associated with the leased premises.

21. Termination.

A. Tenant may terminate this lease agreement and vacate the leased premises at any time upon 60 days written notice to Landlord.

B. Landlord may terminate this lease agreement at any time upon 60 days written notice to Tenant if Landlord determines that there is a public or city need or use for the leased premises.

22. Waivers. Waiver by Landlord of any breach o any covenant or duty of Tenant under this lease agreement is not a waiver of a breach of any other covenant or duty of Tenant, or of any subsequent breach of the same covenant or duty.

23. Governing Law/Venue. It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin. Venue for any action covering this lease agreement shall be Circuit Court, Columbia County, Wisconsin.

24. Entire Agreement. This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding upon either party except to the extent incorporated in this lease agreement.

25. Modification of Agreement. Any modification of this lease agreement or additional obligation assumed by either party in connection with this lease agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

26. Notices.

A. All notices, demands, or other writings in this lease agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United mail, certified and postage prepaid, and addressed as follows:

LANDLORD:                   City of Wisconsin Dells  
                                      300 La Crosse Street  
                                      Wisconsin Dells, Wisconsin 53965

TENANT: Wilderness Ventures Management Services, LLC  
631 Cedar Street  
Wisconsin Dells, Wisconsin 53965

B. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

27. Binding Effect. This lease agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties.

28. Time is of the Essence. It is specifically declared and agreed that time is of the essence of this lease agreement.

29. Paragraph Headings. The titles to the paragraphs of this lease agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this lease agreement

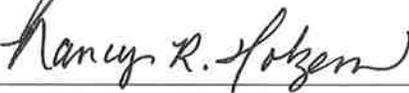
IN WITNESS WHEREOF, each party to this lease agreement has caused it to be executed on the dated indicated below.

LANDLORD:  
CITY OF WISCONSIN DELLS

Date: 11/4/13

  
\_\_\_\_\_  
Brian Landers, Mayor

Date: 11/4/13

  
\_\_\_\_\_  
Nancy Holzem, City Clerk

TENANT:  
WILDERNESS VENTURES MANAGEMENT  
SERVICES, LLC

Date: 10/31/13

  
By: S. Peter Helland  
Its: Managing Member

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 PARKS, RECREATION & WATERWAYS COMMITTEE from their July 27, 2020 meeting:

IT APPROVES the Task Order with MSA Professional Services in the amount of \$5,000 for the Jenkins Park – Sidewalk Grading Plans.

\_\_\_\_\_  
Edward E. Wojnicz, Mayor

Attest: \_\_\_\_\_  
Nancy R. Holzem, City Clerk

Vote: \_\_\_\_ ayes \_\_\_\_ nays \_\_\_\_ abst  
Date Introduced: August 17, 2020  
Date Passed:  
Date Published:



## Task Order

**To:** City of Wisconsin Dells  
Thad Meister  
919 Bowman Road  
PO BOX 655  
Wisconsin Dells, WI 53965

**Date of Issuance:** July 21, 2020

**MSA Project No.:** 00085107.0

This task order will acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project:

**Project Name:** Jenkins Park – Sidewalk Grading Plans

**The scope of the work authorized is:** Develop a grading plan for a new 5-foot wide sidewalk to be installed through Jenkins Park from the recently installed sidewalk along River Road at the front of the park heading through the park towards the east to Oak Street and connect to the existing sidewalk on the east side of Oak Street. Grading plan sheets showing only plan view will be assembled with contours and spot grades that connect existing features as desired by the City within the park such as the stone shelter and added bench pads. The sidewalk is intended to be graded out to meet ADA requirements to maximum extent possible. Ramping and railing design is not included in this scope. MSA will review the site and pick up any additional features not previously collected due to park updates. MSA will meet with the City and donor to review the sidewalk layout and mark in the field the rough layout when we survey the remaining items. A grading plan and sidewalk details will be developed from site survey and onsite meeting. A construction cost estimate will be developed based on the final grading plans. It is anticipated the City will be perform some of the work and solicit proposals for the sidewalk concrete construction work. The final deliverable will be the grading plan sheets and associated cost estimate submitted to the City electronically.

**The schedule to perform the work is:** approximate start: August 19, 2020  
approximate completion: October 30, 2020

**The estimated fee for the work is:** \$5,000

This authorization for the work described above shall serve as the Agreement between MSA and OWNER. All services shall be performed in accordance with the Master Professional Services Agreement currently in force. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and materials basis. A list of reimbursable expenses is included on the attached rate schedule.

**Approval:** MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Agreement. A copy of this Agreement signed by the authorized representatives shall be returned for our files.

**CITY OF WISCONSIN DELLS**

**MSA PROFESSIONAL SERVICES, INC.**



\_\_\_\_\_  
Ed Wojnicz  
Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
Raine Gardner, PE  
Team Leader  
Date: July 21, 2020

Attest: City Clerk/Administrative Coordinator

1230 South Boulevard  
Baraboo, WI 53913  
Phone: 608-355-8913

\_\_\_\_\_  
Nancy Holzem  
Date: \_\_\_\_\_

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

**ATTACHMENT A:  
RATE SCHEDULE**

| <u>CLASSIFICATION</u>                     | <u>LABOR RATE</u>  |
|---|--------------------|
| Architects .....                          | \$115 – \$175/hr.  |
| Clerical .....                            | \$ 60 – \$115/hr.  |
| CAD Technician .....                      | \$ 95 – \$143/hr.  |
| Geographic Information Systems (GIS)..... | \$ 75 – \$143/hr.  |
| Housing Administration .....              | \$ 75 – \$120/hr.  |
| Hydrogeologists .....                     | \$125 – \$155/hr.  |
| Planners .....                            | \$ 85 – \$170/hr.  |
| Principals.....                           | \$175 – \$275/hr.  |
| Professional Engineers .....              | \$ 86 – \$190/hr.  |
| Project Manager.....                      | \$ 150 – \$238/hr. |
| Professional Land Surveyors .....         | \$ 87 – \$165/hr.  |
| Staff Engineers.....                      | \$ 80 – \$150/hr.  |
| Technicians .....                         | \$ 65 – \$128/hr.  |
| Wastewater Treatment Plant Operator.....  | \$ 75 – \$ 95/hr.  |

REIMBURSABLE EXPENSES

|   |                         |
|---|-------------------------|
| Copies/Prints .....                                   | Rate based on volume    |
| Fax .....   | \$1.00/page             |
| GPS Equipment .....                                   | \$40/hour               |
| Mailing/UPS .....                                     | At cost                 |
| Mileage – Reimbursement (currently \$0.575/mile)..... | Rate set by Fed. Gov.   |
| Mileage – MSA Vehicle (currently \$0.70/mile) .....   | Rate set by Fed. Gov    |
| Nuclear Density Testing .....                         | \$25.00/day + \$10/test |
| Organic Vapor Field Meter .....                       | \$100/day               |
| PC/CADD Machine.....                                  | Included in labor rates |
| Stakes/Lath/Rods .....                                | At cost                 |
| Total Station .....                                   | Included in labor rates |
| Travel Expenses, Lodging, & Meals .....               | At cost                 |
| Traffic Counting Equipment & Data Processing .....    | At cost                 |
| Trimble Geodimeter.....                               | \$30/hour               |

\* Labor rates represent an average or range for a particular job classification. These rates are in effect until January 1, 2021.

CITY OF WISCONSIN DELLS  
RESOLUTION NO. \_\_\_\_\_

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the Finance Committee from their August 17, 2020 meeting;

It APPROVES the Fire Protection Services Agreement between the City and the Townships of Dell Prairie, Lyndon, New Haven, Newport and Springville.

\_\_\_\_\_  
Edward E. Wojnicz, Mayor

Attest: \_\_\_\_\_  
Nancy R. Holzem, City Clerk/Coordinator

Vote: \_\_\_\_\_ ayes; \_\_\_\_\_ nays; \_\_\_\_\_ abs

Date Introduced: August 17, 2020

Date Passed:

Date Published:

## Fire Protection Services Agreement

This Agreement is by and between the following parties:

- City of Wisconsin Dells (hereinafter referred to as “City”);
- Town of Dell Prairie;
- Town of Lyndon;
- Town of New Haven;
- Town of Newport; and
- Town of Springville (hereinafter, collectively, referred to as “Towns”)

### Recitals:

- A. City operates and maintains a volunteer fire department known as Kilbourn Fire Department (hereinafter referred to as “KFD”).
- B. Towns do not have fire departments and wish to contract with the City for fire protection services in the Towns.
- C. City, KFD and Towns have had prior agreements regarding fire protection services.
- D. The City and the Towns believe it is in their respective best interests to update their agreement regarding fire protection services.

### Contract

1. Fire Service. City agrees to provide the following fire services in the Towns:
  - a. Structural firefighting; including: external and internal.
  - b. Grass/forest fighting
  - c. General firefighting; including: vehicles and equipment, carbon monoxide calls, and calls other than structural.
  - d. Rescue; including: vehicle and equipment extraction
  - e. Fire Code Enforcement
  - f. Hazardous materials response
  - g. Disaster response

2. Limitations.

The services listed in section one (1) above are limited, as follows:

- a. **Allocation of Resources.** The parties understand the fire department officer in charge of the particular scene shall exercise judgment to determine, in consideration of all the established policies, guidelines, procedures and practices, how best to allocate the available resources of the fire department under the circumstances of a given situation. Failure to provide fire services because of poor weather conditions or other conditions beyond the control of City shall be deemed a breach of this contract.
- b. **No Guarantee.** The parties understand and agree City will endeavor to provide the services indicated above to the best of its ability given the circumstances, but City makes no guarantees that the services it actually provides in a given situation will meet any particular criteria or standard.

3\*. Budget Allocation and Payment.

- a. The KFD budget shall be allocated between the parties based on the following factors: equalized value, calls and area (by government sections, full or partial). During the terms of this contract the budget allocations are as follows:
 

|                 |           |
|-----------------|-----------|
| Wisconsin Dells | 39%       |
| Dell Prairie    | 20%       |
| Lyndon          | 10%       |
| New Haven       | 10%       |
| Newport         | 12%       |
| Springville     | <u>9%</u> |
|                 | 100%      |
- b. For Town budgeting purposes, not later than October prior to a service year, City shall provide each Town a written estimate of the next contemplated annual payment amount.
- c. The Towns shall pay the City, or cause to be paid, State of Wisconsin fire dues and all other payments or entitlements related to fire services provided in the towns by the City.
- d. City shall provide each Town a written statement for the annual payment amount due not later than February 1 of the service year; and, each Town shall pay the amount owed not later than April 30 of the service year.

4. Annual Meeting.

- a. Towns and City shall hold a joint annual meeting during the term of this contract on or about September 15 to discuss the following:
  - 1. KFD budget and payment amount for the next year;
  - 2. KFD operations and practices as they affect this contract and services in the Towns; and
  - 3. Such other matters or issues relevant to this contract or KFD services in the Towns.
- b. The meeting shall be held separately from any other regular Town or City meeting and shall be attended by at least a quorum of each party's governing body.

5. Service Territory.

- a. City shall provide fire services to all sections, parcels and property in the Towns of Dell Prairie and Newport.
- b. Services in the Towns of Lyndon, New Haven and Springville shall be provided to parcels and property in those sections and areas of those towns marked and delineated in the Town service area maps attached as Exhibit A.
- c. Any modifications that occur to the identified response territory boundary due to annexations or other jurisdictional changes shall be communicated to the City within sixty (60) days of its effective date.

6. Term. The term of this contract shall be fore five (5) years commencing January 1, 2021 and ending December 31, 2025

7. Ownership. City owns the building and equipment associated with the Kilbourn Fire Department and the amounts paid by the Towns do not give rise to any ownership interest in, or responsibility toward, those items.

8. City's Responsibilities. In addition to any other obligation described herein, City shall:

- a. Authorize and direct KFD to provide the fire services described herein to Towns Service Territory;
- b. Develop a detailed annual operational budget for the fire department for each year during the term of this contract by the Anniversary Date and present it to Towns along with sufficient information to explain the items included in the budget figures;

- c. Upon Towns' request, provide Towns access to financial and cost data related to the fire department;
- d. Disclose to Towns any proposed action City of the fire department intends to take that can reasonably be expected to affect the Insurance Services Office Fire Protection Grade in the Service Territory or City's ability to provide the fire services indicated above; and
- e. Promptly disclose to Towns any information City can reasonably anticipate will directly affect its ability to perform its obligations under this contract.

9. Town's Responsibilities.

- a. In addition to any other obligations described herein, Town shall:
  - 1. Promptly pay City the payment amount as indicated above for the year of service, or a prorated share of the payment amount for the length of service actually provided if the contract is terminated early;
  - 2. Levy funds as needed to pay the "payment amount"; and
  - 3. Promptly disclose to City any information Towns can reasonably anticipate will directly affect its ability to perform its obligations under this contract.
- b. It is understood and agreed Towns shall have no responsibility whatsoever toward the fighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensations, benefits, insurance coverages, compliance with any employment related federal, state and local laws and rules such as OSHA, ERISA, RLSA, FMLA or any other employment related issues. It is further agreed Town has no responsibility, beyond paying the agreed upon payment amount for acquiring, operating, maintaining, housing or replacing equipment as needed to provide the fire services described herein.

10. Liability Insurance. The City shall acquire and maintain throughout the term of this Agreement, liability insurance covering fire services provided by KFD of the following coverage types and policy limits:

- a. Vehicle liability insurance for bodily injury and property damage with a combined single limit of \$1,000,000 per vehicle, and \$10,000,000 occurrence.

- b. General Liability and Professional Liability Insurance for bodily injury, personal injury, and property damage with a minimum \$1,000,000 per occurrence, claim, or incident and \$2,000,000 annual aggregate.
  - c. Worker's Compensation insurance as required under Wisconsin Statutes.
11. Indemnification. Each party agrees to indemnify, defend, and hold harmless every other party and its officials, officers, and employees from and against any and all claims, damages, costs, and expenses (including reasonable attorney fees) arising out of or resulting from any alleged act or omission of the indemnifying party or its officials, officers, or employees relating to this contract and KFD services in the Towns.
  12. No Waiver. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party.
  13. Modification. This writing contains the entire agreement between the parties and no alterations, variations, modifications or waivers of the provisions of this agreement are valid unless reduced to writing, signed by both City and Towns and attached hereto.
  14. Termination. The contract may be terminated at any time during its term by mutual agreement of the parties. Any party may terminate this agreement by personally serving 120 day written notice of termination on the other parties. This agreement shall terminate 120 days from the date of personal service of the written termination notice unless the party serving the notice withdraws the notice in writing before it is effective. If a Town fails to pay for the service according to the schedule established herein, City may terminate this agreement 60 days from the date of personal service of written termination notice. Notice to City shall be served on the City Administrator/Clerk and notice to Town shall be served on the Town clerk.
  15. Legal Relationship of the Parties. This is a service contract. The legal relationship of the parties shall be that of Independent Contractor. The employees of either party shall not be considered an agent or employee of the other party for any purpose. This is not an intergovernmental agreement under Wis. Stat. Sec. 66.0301.
  16. Choice of Law and Venue. This contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any disputes shall be the Circuit Court for Columbia County.

17. Severability. The provisions of this contract shall be deemed severable. If any part of this contract is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this contract.

18. Notices. All notices provided for in this agreement shall be in writing, signed by an authorized official and sent either by registered mail or certified mail, return receipt requested on or by depositing in the U.S. Mail, postage prepaid, to the respective party as set forth below. Such notice shall be deemed received three (3) days after posting in the mail as provided above.

A. Notice to the Towns shall be sent as follows:

Town Clerk  
Town of Dell Prairie  
763 County Road K  
Wisconsin Dells, Wisconsin 53965

Town Clerk  
Town of Lyndon  
W3080 Mitchell Road  
Lyndon Station, Wisconsin 53944

Town Clerk  
Town of New Haven  
3890 County Road G  
Wisconsin Dells, Wisconsin 53965

Town Clerk  
Town of Newport  
W14570 Fox Run  
Wisconsin Dells, Wisconsin 53965

Town Clerk  
Town of Springville  
1003 Fur Avenue  
Wisconsin Dells, Wisconsin 53965

B. Notice to City of Wisconsin Dells shall be sent as follows:

City Clerk  
300 LaCrosse Street  
Wisconsin Dells, Wisconsin 53965



**TOWN OF LYNDON**

Dated: \_\_\_\_\_, 2020.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2020.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**TOWN OF NEWHAVEN**

Dated: \_\_\_\_\_, 2020.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2020.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**TOWN OF NEWPORT**

Dated: \_\_\_\_\_, 2020.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2020.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**TOWN OF SPRINGVILLE**

Dated: \_\_\_\_\_, 2020.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2020.

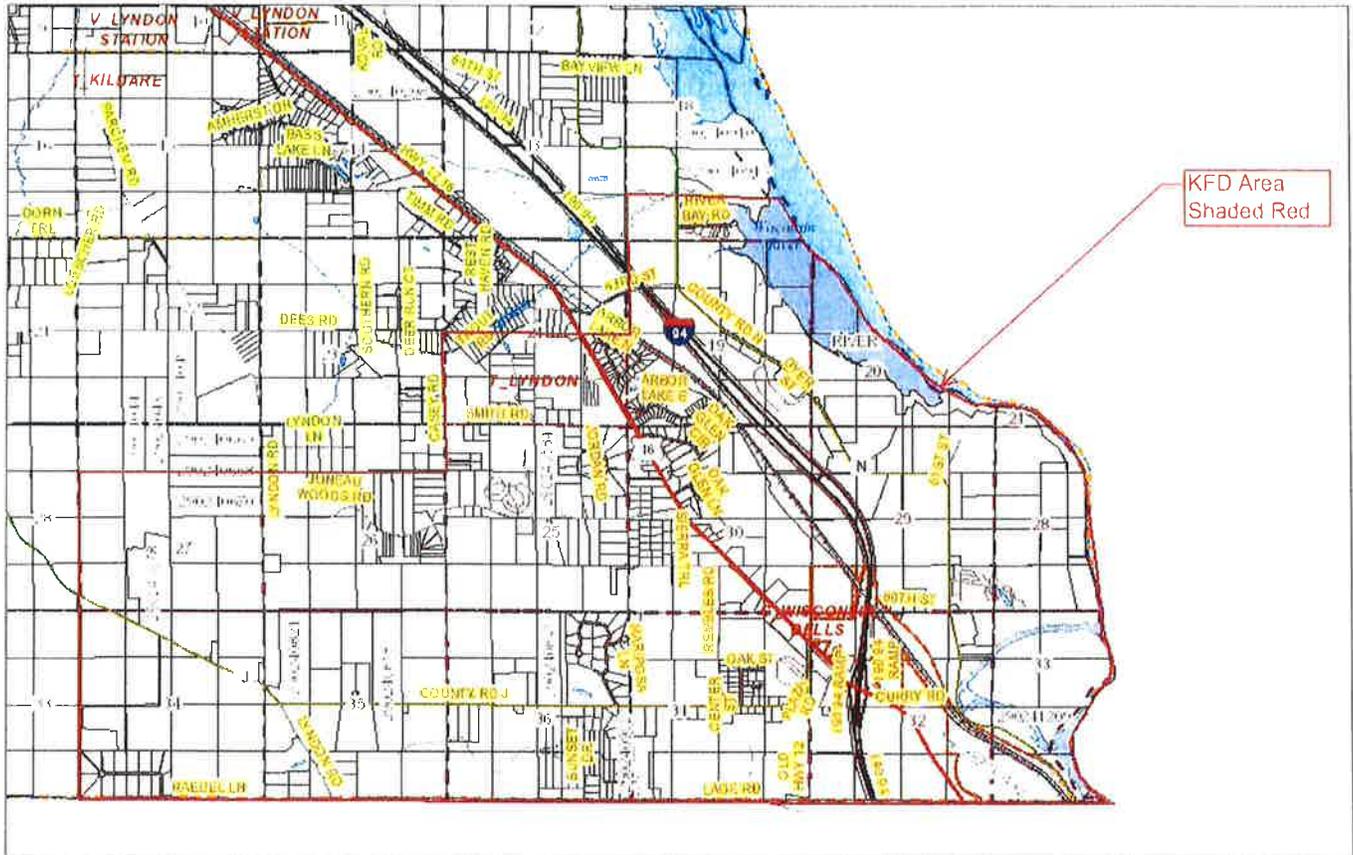
By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

# Exhibit A Lyndon 1

## Tax Parcel Map



8/12/2020 7:29:18 PM

1:64,168

|              |                    |             |                       |
|--------------|--------------------|-------------|-----------------------|
| <b>Areas</b> | <b>Major Roads</b> | US Highway  | Parcels               |
| Override 1   | County Road        | Interstate  | Meander Lines         |
| Railroads    | State Road         | Local Roads | Minor Civil Divisions |

THIS MAP OF THE CITY OF LYNDON, TEXAS, IS A PUBLIC RECORD AND IS AVAILABLE TO THE PUBLIC. THE CITY OF LYNDON, TEXAS, IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE CITY OF LYNDON, TEXAS, IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS MAP. THE CITY OF LYNDON, TEXAS, IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS MAP.

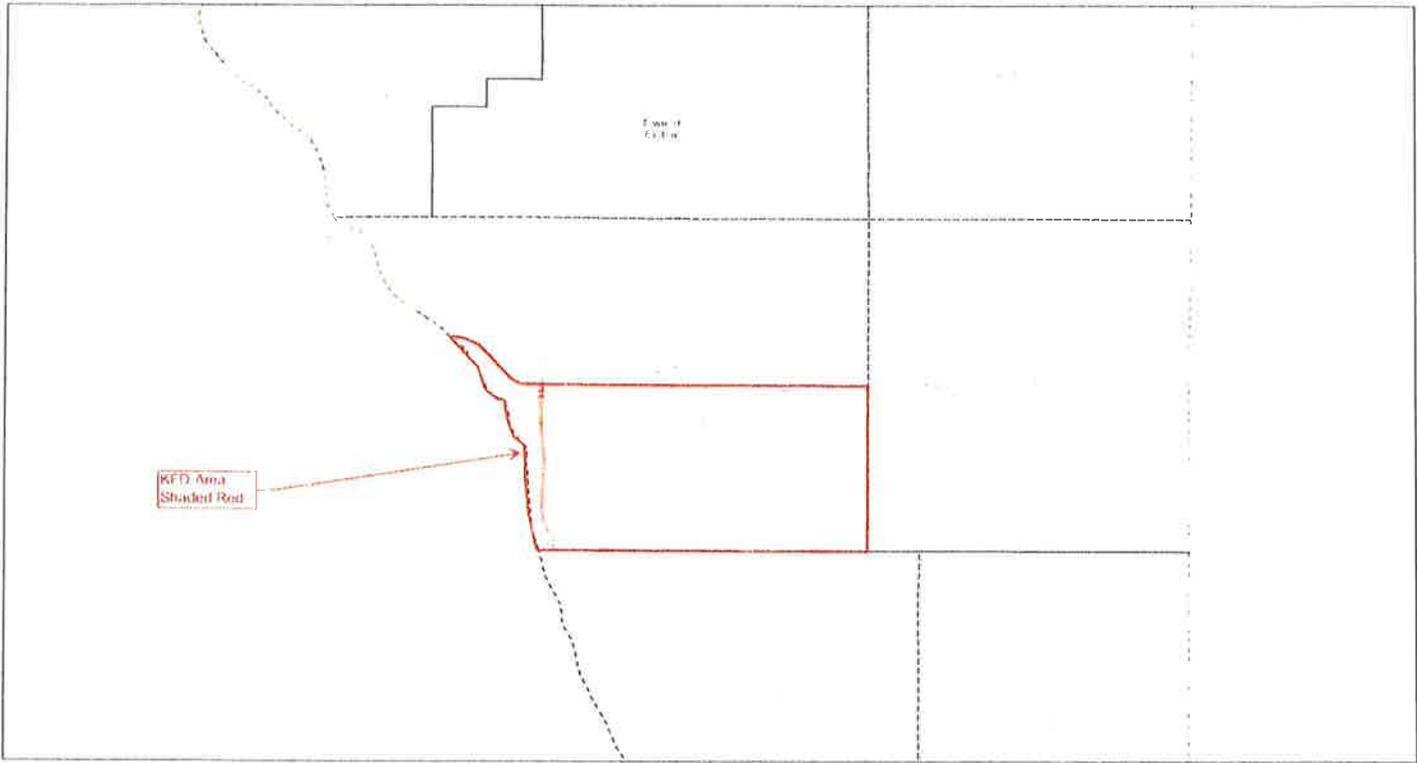
8/12/2020 7:29:18 PM  
 1:64,168  
 0 0.5 1 2 mi  
 0 0.25 0.5 km  
 8/12/2020 7:29:18 PM  
 1:64,168

**LEGAL DESCRIPTION**

Commencing at the Southwest corner of Section 34; thence northerly running along the westerly line, thence to a point on the west line of section 27 at a distance of 1320 feet (1/4 mile) south of the northwest corner thereof; thence easterly the distance of 2 miles to a point 1320 feet south of the Northeast corner of Section 26; thence Northerly 3960 feet (3/4 mile), thence to a point on the west line of Section 24 at a distance of 2640 feet (1/2 mile) south of the Northwest corner thereof; thence easterly the distance of 1 mile to a point 2640 feet (1/2 mile) south of the Northeast corner of Section 24; thence northerly 3960 feet (3/4 mile) , thence to a point on the west line of Section 18 at a distance of 3960 feet (3/4 mile) south of the northwest corner thereof; thence easterly approximately 3960 feet (3/4 mile) to the edge of the Wisconsin River.

# Exhibit A Springville

## Adams County LRS



8/12/2020 7:36:49 PM

Municipal Boundary  
Surrounding Counties

1144448

0 125 250 375

0 1 2 3 4

Scale: 1:10000  
North Arrow: [Symbol]  
Projection: NAD83 / UTM  
Datum: NAD83  
Units: Feet



### Kilbourn Fire Department - 2020 Allocation Worksheet

|                       | Total<br><u>Equalized Value</u> | <u>% of Values</u> | Equalized Value<br><u>Value 2020</u> | <u>Average Calls</u> | <u>Sections</u> |                       |
|-----------------------|---------------------------------|--------------------|--------------------------------------|----------------------|-----------------|-----------------------|
| <b>C WI Dells</b>     | \$ 464,100,700                  | 100%               | \$ 464,100,700                       | 156                  | 17              |                       |
| <b>T Dell Prairie</b> | \$ 203,127,100                  | 100%               | \$ 203,127,100                       | 47                   | 36              |                       |
| <b>T Lyndon</b>       | \$ 135,389,500                  | 47%                | \$ 63,933,931                        | 33                   | 17              | <i>Split Township</i> |
| <b>T New Haven</b>    | \$ 67,461,300                   | 93%                | \$ 62,739,009                        | 18                   | 28              | <i>Split Township</i> |
| <b>T Newport</b>      | \$ 71,240,700                   | 100%               | \$ 71,240,700                        | 17                   | 36              |                       |
| <b>T Springville</b>  | \$ 134,271,500                  | 64%                | \$ 85,784,569                        | 10                   | 23              | <i>Split Township</i> |
|                       | <b>\$ 1,075,590,800</b>         |                    | <b>\$ 950,926,009</b>                | <b>282</b>           | <b>157</b>      |                       |

|  | <u>% EV</u> | <u>%Total Calls</u> | <u>%Plat Sections</u> | <u>AVG</u> |
|--|-------------|---------------------|-----------------------|------------|
| <i>Columbia 291</i> <b>C WI Dells</b>  | 48.81%      | 55.54%              | 10.83%                | 38.4%      |
| <i>Adams 008</i> <b>T Dell Prairie</b> | 21.36%      | 16.69%              | 22.93%                | 20.3%      |
| <i>Juneau 024</i> <b>T Lyndon</b>      | 6.72%       | 11.79%              | 10.83%                | 9.8%       |
| <i>Adams 022</i> <b>T New Haven</b>    | 6.60%       | 6.46%               | 17.83%                | 10.3%      |
| <i>Columbia 028</i> <b>T Newport</b>   | 7.49%       | 6.11%               | 22.93%                | 12.2%      |
| <i>Adams 032</i> <b>T Springville</b>  | 9.02%       | 3.41%               | 14.65%                | 9.0%       |

| <b>CONTRACT %<br/>Rounded</b> |
|-------------------------------|
| 39%                           |
| 20%                           |
| 10%                           |
| 10%                           |
| 12%                           |
| 9%                            |
| 100%                          |

**Note\*\*** New Haven has 30 sections in township - KFD services 26 of the 30 sections, and a full 30 sections for rescue service. Town Chairperson T. Wolfram agreed to use 28 sections for allocation purposes.

CITY OF WISCONSIN DELLS  
RESOLUTION NO. \_\_\_\_\_

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin,

IT AUTHORIZES the Mayor to take those actions needed in connection with the Trout Road Project, including a possible relocation order.

\_\_\_\_\_  
Edward E. Wojnicz, Mayor

Attest: \_\_\_\_\_  
Nancy R. Holzem, City Clerk

Vote: \_\_\_\_ ayes, \_\_\_\_ nays \_\_\_\_ abs.  
Date Introduced: August 17, 2020  
Date Passed:  
Date Published:

**CITY OF WISCONSIN DELLS  
ORDINANCE NO. A-855  
(Workforce Housing Update)**

**ITEM 10**

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

**SECTION I: PURPOSE**

This ordinance requires that the entirety of a building on a workforce housing premises be habitable.

**SECTION II: PROVISION CREATED**

Wisconsin Dells Code sec. 16.06(9)(s) is created.

**SECTION III: PROVISION AS CREATED**

16.06(9)(s) The entirety of a building on a licensed premises must be habitable unless site specific conditions, such as storm damage, etc., permit partial use and occupancy, for a reasonable length of time.

**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: PART OF CODE**

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

\_\_\_\_\_  
Edward E. Wojnicz, Mayor

\_\_\_\_\_  
Nancy R. Holzem, City Clerk

First Reading Passed: July 21, 2020

Second Reading Passed:

Published: