

# CITY OF WISCONSIN DELLS MEETING AGENDA

**MEETING DESCRIPTION:** FINANCE COMMITTEE  
**DATE:** MONDAY, AUGUST 17, 2020 **TIME:** 5:45PM **LOCATION:** MUNICIPAL BUILDING COUNCIL CHAMBERS - 300 LA CROSSE STREET, WISCONSIN DELLS, WI 53965

| COMMITTEE MEMBERS         |   |
|---------------------------|---|
| Ald. Brian Holzem - Chair | Ald. Mike Freel   |
| Mayor Ed Wojnicz          | Ald. Terry Marshall   |
| AGENDA ITEMS              |   |
| 1                         | Call to Order, Attendance Noted   |
| 2                         | Approval of the July 21, 2020 Meeting Minutes   |
| 3                         | Discussion and Decision on the Schedule of Bills Payable dated August 17, 2020; and any other related Financial Information   |
| 4                         | Discussion and Decision on Historic Kilbourn Library Lease Agreement with Wilderness Ventures Management Services, LLC for Use of the Building at 631 Cedar Street  |
| 5                         | Discussion and Decision to Approve a Task Order with MSA Professional Services for Jenkins Park – Sidewalk Grading Plans  |
| 6                         | Discussion and Decision to Approve the Fire Protection Service Agreements for Services Provided to the Townships by the Kilbourn Fire Department  |
| 7                         | Convene into Closed Session Pursuant to Wisconsin State Statues 19.85 (1)(e) for Discussion, Deliberation and Decision on Negotiating a Contract  |
| 8                         | Reconvene into Open Session; Discussion and Decision if Applicable  |
| 9                         | Items for Referral  |
| 10                        | Adjourn   |
|                           | Ald. Brian Holzem, Chairperson  |
|                           | Posted & Distributed: 8/14/2020   |
|                           |   |
|                           |   |
|                           | <p>Open Meetings Notice: If this meeting is attended by one or more members of the Common Council who are not members of this committee, their attendance may create a quorum of another city commission, board or committee under the Wisconsin Open Meetings Law; However, no formal action will be taken by any governmental body at the above stated meeting other than the body, committee, commission, or board identified in this meeting notice. 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.</p> |

**FINANCE COMMITTEE MEETING**  
CITY OF WISCONSIN DELLS  
MUNICIPAL BUILDING ~ 300 LA CROSSE STREET  
WISCONSIN DELLS, WI 53965  
**July 21, 2020**

Chairperson Holzem called the meeting to order at 6:32 PM. Notice of the meeting was provided to the *Dells Events*, WNNO Radio, and posted in accordance with State Statutes.

1. Present: Mayor Ed Wojnicz, Ald. Brian Holzem, Ald. Terry Marshall, and Ald. Mike Freel  
  
Others: City Clerk Nancy Holzem, City Treasurer Karen Terry, Ald. Ben Anderson, Ald. Dan Anchor, Ald. Jesse DeFosse, Director of Public Works David Holzem, Planning and Zoning Director Chris Tollaksen, City Attorney Joseph Hasler, and Peter Culver from the *Dells Events*.
2. Motion by Mayor Wojnicz seconded by Ald. Freel to approve the June 15, 2020 meeting minutes. Motion carried unanimously.
3. Motion by Mayor Wojnicz seconded by Ald. Freel to approve the Schedule of Bills Payable dated July 21, 2020. Motion carried unanimously.
4. Motion by Ald. Freel seconded by Mayor Wojnicz to approve the Right-of-way Dedication & Public Improvements Agreement with Peter & Ann Tollaksen Living Trust and Allen & Nanya Pentell. Motion carried unanimously.
5. Motion by Ald. Freel seconded by Ald. Marshall to approve a resolution waiving the interest and penalties on Sauk County tax payments due on or after April 1<sup>st</sup>, 2020 consistent with Act 185. Motion carried unanimously.
6. Motion by Ald. Freel seconded by Ald. Marshall to approve the 2021 Budget Timeline as presented. Motion carried unanimously.
7. Motion by Ald. Marshall seconded by Ald. Freel to approve the Small Cell Master License Agreement with Cellco Partnership (Verizon.) Motion carried unanimously.
8. Motion by Ald. Marshall seconded by Mayor Wojnicz to approve the cost estimate by Adams County for ditch work along Highway 13 to be paid from the Woodside Sports Intersection funds.
9. City Treasurer Karen Terry stated the lease agreement for the Old Library Building will be up for renewal and the counties have sent the current Tax Foreclosure list for review. Terry also noted a Special Council meeting was needed for July 30 to complete the TIF #2 bond sale.

10. Motion by Ald. Freel seconded by Ald. Marshall to adjourn. Motion carried unanimously and the meeting adjourned at 6:37 PM.

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Karen Terry, City Treasurer

SCHEDULE OF BILLS PAYABLE  
AUGUST 17, 2020  
MONDAY  
COMMON COUNCIL

|    |                       |               |
|----|-----------------------|---------------|
| 10 | GENERAL FUND          | \$ 110,295.09 |
| 13 | DEBT SERVICE FUND     |               |
| 14 | CAPITAL PROJECTS FUND |               |
| 22 | ROOM TAX FUND         | \$ 169,491.77 |
| 24 | PRT FUND              | \$ 31,696.08  |
| 26 | FIRE SERVICE FUND     | \$ 8,847.36   |
| 27 | RIVER & BAY FUND      | \$ 3,842.03   |
| 28 | RIVER ARTS DISTRICT   |               |
| 50 | PARKING UTILITY FUND  | \$ 15,555.38  |
| 53 | SEWER FUND            | \$ 38,267.66  |
| 52 | WATER FUND            | \$ 5,835.89   |
| 59 | ELECTRIC FUND         | \$ 805,816.21 |

Total Payables: \$ 1,189,647.47

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 of 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.

Date: 11/4/13

LANDLORD:  
CITY OF WISCONSIN DELLS  
[Signature]  
Brian Landers, Mayor

Date: 11/4/13

[Signature]  
Nancy Holzem, City Clerk

Date: 10/31/13

TENANT:  
WILDERNESS VENTURES MANAGEMENT SERVICES, LLC  
[Signature]  
By: S. Peter Helland  
Its: Managing Member



## 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.**



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

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

Attest: City Clerk/Administrative Coordinator

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

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

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

## 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 for 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

- 19. Approval by Governing Bodies of Parties. Each of the parties hereby represents that this contract was duly approved by its governing body on or before the date stated below, in accordance with all applicable state and local laws, and that its governing body has caused its duly authorized officers to execute this contract on its behalf on the date stated after each signature.
- 20. Benefits. This agreement is entered into for the benefits of the parties to this agreement only and shall confer no benefits.
- 21. Counterparts. This agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**CITY OF WISCONSIN DELLS**

Dated: \_\_\_\_\_, 2020. By: \_\_\_\_\_  
Edward Wojnicz, Mayor

Dated: \_\_\_\_\_, 2020. By: \_\_\_\_\_  
Nancy R. Holzem, Clerk/Administrative Coordinator

**KILBOURN FIRE DEPARTMENT**

Dated: \_\_\_\_\_, 2020. By: \_\_\_\_\_  
Pat Gavinski, Chief

**TOWN OF DELL PRAIRIE**

Dated: \_\_\_\_\_, 2020. By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2020. By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**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.

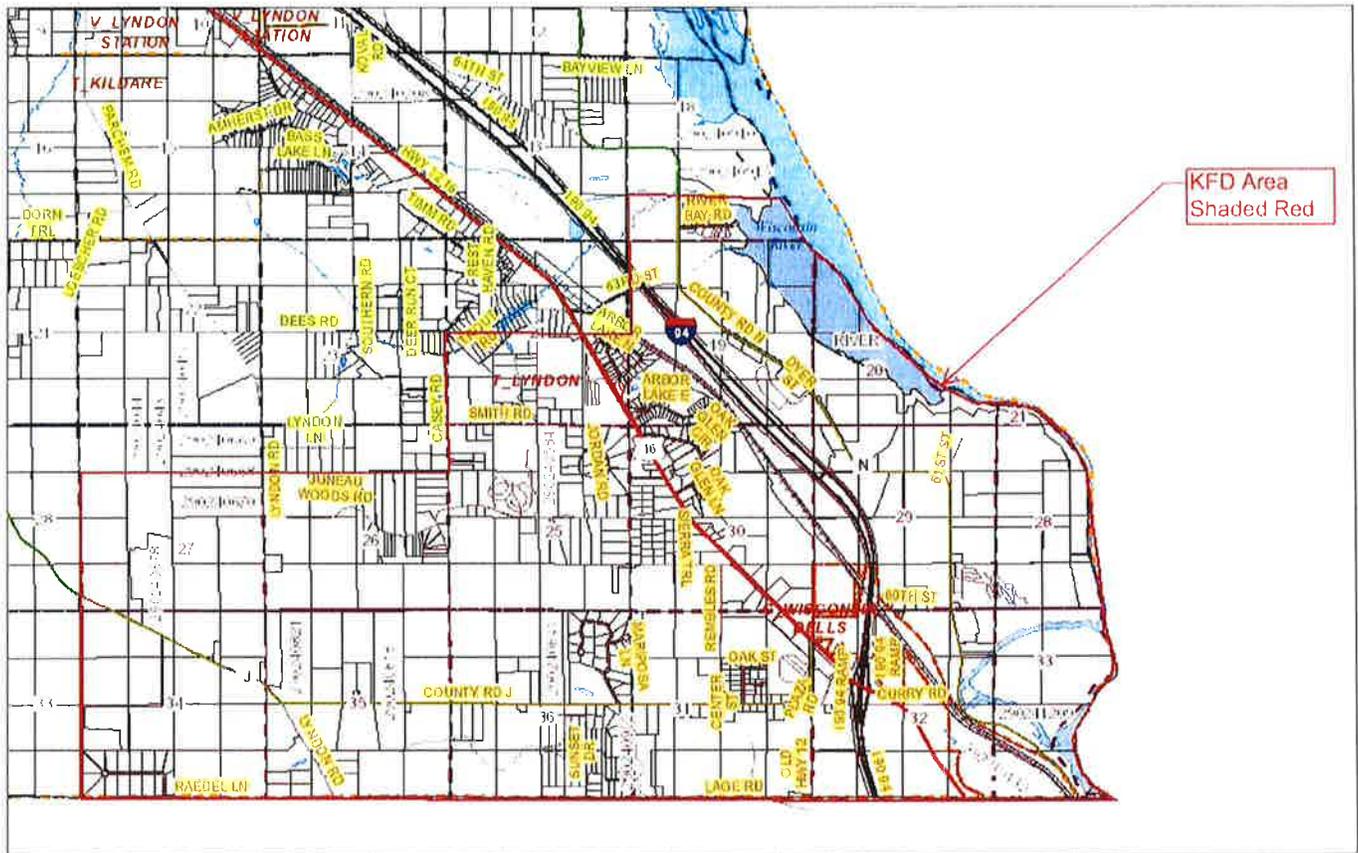
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

# Exhibit A Lyndon 1

## Tax Parcel Map



KFD Area  
Shaded Red

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### Areas



Override 1



Railroads

### Major Roads

County Road

State Road

US Highway

Interstate

Local Roads

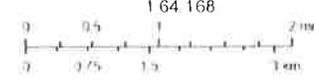
Parcels

Meander Lines

Minor Civil Divisions

THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT REPRESENT A GUARANTEE OF ACCURACY. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION SHOWN ON THIS MAP. THE USER SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

164168



Monte  
W  
Consult

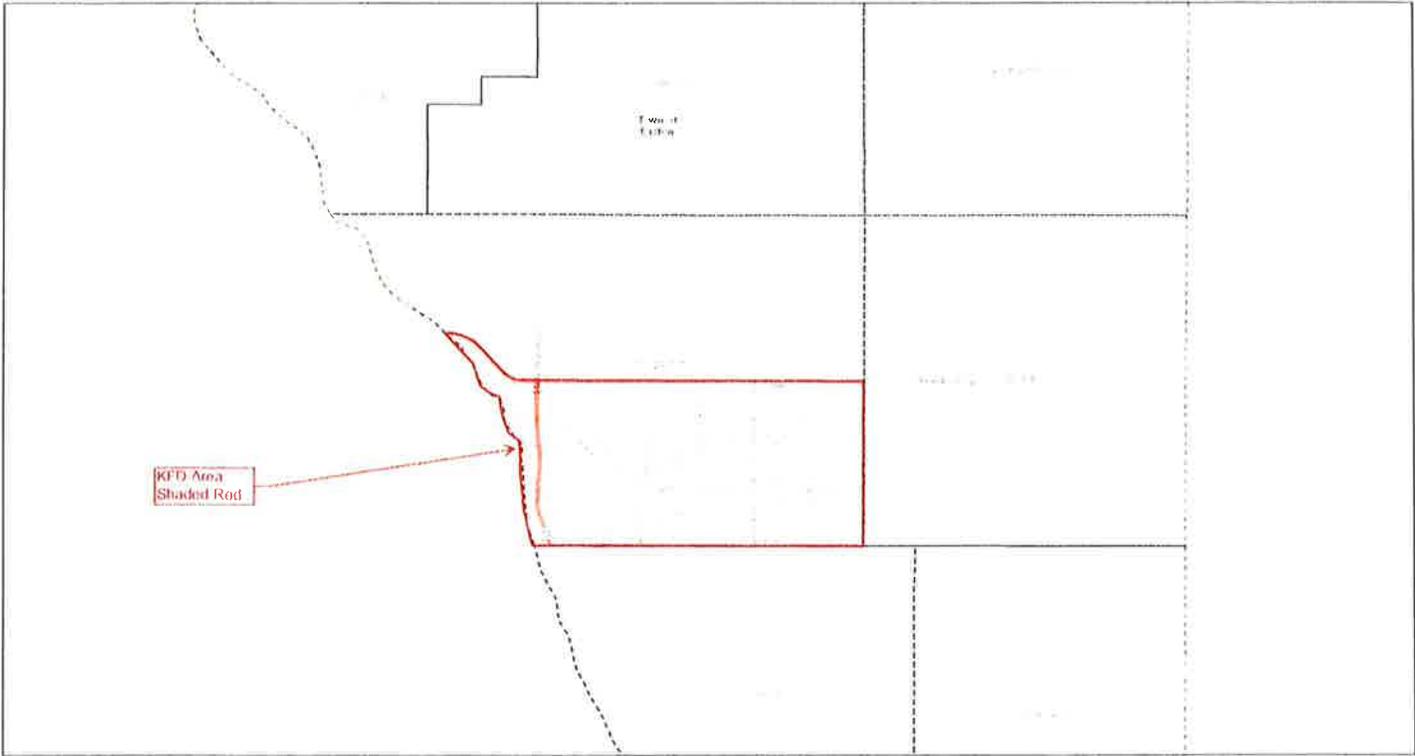
**Exhibit A  
Lyndon 2**

**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

1:144,448  
0 1.25 2.5 5 mi  
0 1 2 4 8 km

Source: Esri, DeLorme, Garmin, IGN, Intermap, iPC, NITEL, GEBCO, USGS, AeroGRID, IGN, Esri, Swisstopo  
Map Data: © 2020 Esri, DigitalGlobe, GeoEye, AeroGRID, IGN, Esri, Swisstopo  
Aerial Imagery: © 2020 Esri, DigitalGlobe, GeoEye, AeroGRID, IGN, Esri, Swisstopo

Map by: Esri  
Scale: 1:144,448 (Scale varies by zoom level)

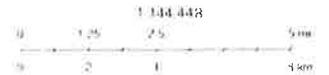
# Exhibit A New Haven

## Adams County LRS



8/12/2020 7:51:41 PM

Municipal Boundary  
Surrounding Counties



Adams County LRS  
KFD Area Shaded Red  
KFD Rescue ONLY Area Shaded Blue

Adams County LRS  
KFD Area Shaded Red  
KFD Rescue ONLY Area Shaded Blue

### Kilbourn Fire Department - 2020 Allocation Worksheet

|                       | Total<br>Equalized Value | % of Values | Equalized Value<br>Value 2020 | Average Calls | Sections   |                       |
|-----------------------|--------------------------|-------------|-------------------------------|---------------|------------|-----------------------|
| <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> |                       |

|  | % EV   | %Total Calls | %Plat Sections | AVG   |
|--|--------|--------------|----------------|-------|
| <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%  |

| CONTRACT %<br>Rounded |
|-----------------------|
| 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.