

CITY OF WISCONSIN DELLS MEETING AGENDA

Meeting Description COMMON COUNCIL MEETING

Date: MONDAY, DECEMBER 18, 2017 Time: 7:00PM Location: MUNICIPAL BUILDING
300 LA CROSSE STREET, WISCONSIN DELLS, WI

MAYOR		COUNCIL MEMBERS		
BRIAN L. LANDERS		FIRST DISTRICT	SECOND DISTRICT	THIRD DISTRICT
		Jesse DeFosse	Mike Freel	Ben Anderson
		Brian Holzem	Dar Mor	Ed Wojnicz
OPENING				
1	CALL TO ORDER & ROLL CALL			
2	PLEDGE OF ALLEGIANCE			
3	APPROVAL OF CONSENT AGENDA ITEMS: a. Approval of the November 20, 2017 Common Council Meeting Minutes b. Schedule of Bills Payable dated December 18, 2017 c. Applications for Bartender Licenses, if any			
4	COMMITTEE UPDATES BY CHAIRPERSONS: (PARKS & REC, LIBRARY, LEGISLATIVE, PARKING BOARD, PLAN COMMISSION, FINANCE, PUBLIC WORKS, DESIGN REVIEW COMMITTEE, PUBLIC SAFETY & BID)			
AGENDA ITEMS				
5	PUBLIC COMMENT/ CITIZEN APPEARANCES FOR ANY NON-AGENDA ITEM			
6	APPLICATION FOR MOBILE HOME PARK LICENSE SUBMITTED BY PLEASANT VALLEY PROPERTIES OF WI, LLC (Transfer of existing licensing held by INC, Inc. for 610 Commercial Avenue, property was sold)			
7	APPLICATION FOR LODGING FACILITY LICENSE SUBMITTED BY DELETRIA & JAY NASH FOR 410 WISCONSIN AVENUE (contingent upon purchase of the property)			
RESOLUTIONS				
8	RESOLUTION TO TRANSFER USED SQUAD CAR TO THE PLANNING & ZONING DEPARTMENT; AND TO ALLOCATE AN ADDITION \$4500 TOWARD A 2018 SQUAD PURCHASE			
9	RESOLUTION TO APPROVE THE LEGACY SIGN COVENANT FOR THE "PAUL BUNYAN LUMBERJACK MEALS" SIGN AT 411 HWY 13			
10	RESOLUTION TO APPROVE THE LEGACY SIGN COVENANT FOR "MONK'S BAR" SIGN AT 220 BROADWAY			
11	RESOLUTION TO APPROVE THE LEGACY SIGN COVENANT FOR THE "FUDGE" SIGN AT 108 BROADWAY			
12	RESOLUTION TO APPROVE A CONDITIONAL USE PERMIT TO DELETRIA NASH, NASH PROPERTIES, LLC FOR a SEASONAL WORKFORCE HOUSING FACILITY AT 410 WISCONSIN AVE (contingent upon purchase of property)			
13	RESOLUTION TO APPROVE PURCHASE OF A NEW ELECTRIC UTILITY BOOM TRUCK			
14	RESOLUTION TO APPROVE RIGHT-OF WAY AND POLE ATTACHMENT AGREEMENT WITH VERIZON WIRELESS			
15	RESOLUTION TO APPROVE REVISED SCOPE OF SERVICES AND AMENDMENT NO. 1 OF PROFESSIONAL SERVICES AGREEMENT WITH MSA FOR EDDY STREET SIGNAL AND DESIGN WORK			
16	RESOLUTION TO APPROVE REVISED FORCE MAIN ROUTE FOR NEW CHULA VISTA LIFT STATION			
17	RESOLUTION TO APPROVE BOAT PARKING LOT SIGNAGE AND STREET MARKINGS ON RIVER ROAD AFTER BROADWAY PARKING LOT ACCESS IS CLOSED OFF AS PART OF THE EDDY STREET SIGNAL PROJECT			

City of Wisconsin Dells

Application for: Mobile Home Park License

ITEM 6
Transfer

Date Submitted: 12/5/17 Fee: \$350.00 First 25 Sites or less _____
\$ 25.00 Each Additional Site _____ Receipt No. _____

Name of Applicant: Pleasant Valley Properties of WI LLC

Address of Applicant: N7240 810th St Elk Mound WI 54739

Daytime Telephone Number: (715) 879-5179

Evening Telephone Number: (715) 879-5179

Driver's License Number: _____ State: _____

Legal Description/Address of the Park: 610 Commercial Ave, WISCONSIN DELLS

On-Site Manager's Name: _____

On-Site Manager's Address & Lot Number: _____

On-Site Manager's Telephone Number: _____

*/ _____ tion.



www.pvpwi.com

John J. Scharlau

N7240 810th Street • Elk Mound, WI 54739
Phone: 715-879-5179 • Fax: 715-879-5080
E-mail: john@pvpwi.com • Cell: 715-495-0273

Signature of Applicant

License subject to compliance with Wisconsin Dells Code Section 16.03

Date Approved: _____ Conditions (if any): _____

Date Denied: _____ Reason(s): _____

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

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

CASTLE ROCK STORAGE

PO box 265

Mauston, WI. , 53948

Phone 608-408-9705

Phone 608-847-1000

December 5, 2017

To Whom It May Concern,

Please transfer the business license for Fairway MHP to Pleasant Valley Properties as of the closing date of January 2, 2018.

A handwritten signature in black ink, appearing to read 'Frank Incaprero', with a stylized flourish at the end.

Frank Incaprero/ INC INC



John J. Scharlau

www.pvpwi.com

N7240 810th Street • Elk Mound, WI 54739
Phone: 715-879-5179 • Fax: 715-879-5080
E-mail: john@pvpwi.com • Cell: 715-495-0273

Locations

Wisconsin

Abbottsford
Cadott
Chippewa Falls
Comstock
Cumberland
Durand
Eau Claire
Elk Mound
Hayward
Mauston
Medford
Menomonie
Monroe
New Auburn
New Lisbon
Reedsburg
Stanley
Sturgeon Bay
Weston

South Dakota

Huron
Mobridge

North Dakota

Devils Lake
Jamestown

Nebraska

Lexington

City of Wisconsin Dells

Application for LODGING FACILITY LICENSE

ITEM 7

Date From Date of Sale to April 30, 2018 Fee \$ 350.00 Receipt No. Transfer
(\$50 each for first 15 sleeping units, \$25 each add'l)

Applicant Name: Deltoria and Jay Nash

Applicant Address: 9 Spruce Tr Wisconsin Dells, WI 544653965

Telephone Number: 608-350-9370

Lodging Facility Address: 410 Wisconsin, Wisconsin Dells, WI 53925

Number of Sleeping Units: 7

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

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

Manner in which the facility will be supervised and maintained: The applicants live in the
della and Jay works at the facility. It will be supervised
daily or more often as needed. It will be well maintained.

Jay S. Nash
Applicant's Signature

11/29/17
Date

License subject to compliance with Wisconsin Dells Code Section 16.06

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

FOR OFFICE USE ONLY

Date of Inspection: _____ Inspected by: _____

Recommendations: _____

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

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

Reason for Denial: _____

CITY OF WISCONSIN DELLS
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 December 18, 2017 meeting,

IT APPROVES transfer of a used squad car to the city's Planning & Zoning Department; and to allocate an additional \$4500 towards a 2018 squad.

Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes, _____ nays
Date Introduced: November 20, 2017
Date Passed:
Date Published:

Request for two new squads. We are still replacing 2011 squads. New radios, partitions, lighting etc is needed. Note: we did not request or receive new squad(s) in 2017.

Current Patrol Squads			
Squad	Mileage	Notes	
Chief	52811	Toyota Camry	
1120	?	Replace - Retired to City	
1150	71544	Replace - 2011 Expedition	
141	71977	2014	
142	61027	2014	
161	46910	2016	
162	31892	2016	
163	16588	Supervisor	

Quantity	Description	Each	Total
2	2018 Ford Interceptor Utility	\$ 30,283.00	\$ 60,566.00
1	Motorola Radios	\$ 5,324.95	\$ 5,324.95
1	Installation/Programming Cr	\$ 795.00	\$ 795.00
1	Squad Lights/Sirens/Partitio	\$ 5,929.00	\$ 5,929.00
1	Set of Top Lights	\$ 1,695.00	\$ 1,695.00
1	Arbitrator Squad Video	\$ 5,713.00	\$ 5,713.00
1	Squad Paint (Black&White)	\$ 1,000.00	\$ 1,000.00
1	Squad Decals	\$ 350.00	\$ 350.00
1	2011 Ford Expedition Sale	\$ (4,500.00)	\$ (4,500.00)
	Grand Total		\$ 76,872.95

Note: New K9 squad will be outfitted with equipment/radio from K9 budget

Request to:

Transfer squad to Planning/Zoning
and Building Inspection

PRT to cover \$ 4500 for 2018 PD Squad.

ITEM 9

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 DESIGN REVIEW COMMITTEE from their November 1, 2017 meeting:

IT APPROVES the Legacy Sign Covenant requested by Logging Camp, Inc. for the Paul Bunyan Restaurant Sign at 411 State Road 13, Wisconsin Dells, Sauk County Parcel 291-0115-00000.

Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes ____ nays ____ abst
Date Introduced: December 18, 2017
Date Passed:
Date Published:

Legacy Sign Covenant

This Legacy Sign Covenant is by and between the City of Wisconsin Dells, a Wisconsin Municipal Corporation and Logging Camp, Inc. hereinafter the Owner.

Pursuant to City of Wisconsin Dells Code Sec. 22.09(4) the Paul Bunyan sign/sign structure located on the following described real estate in the City of Wisconsin Dells owned by owner has been designated "a legacy sign":

See Legal Description set forth in Exhibit A attached.

Property Address: 411 State Road 13, Wisconsin Dells, Wisconsin.

Tax Parcel Number: 291-0115-00000

A photograph of the sign/sign structure affected by this covenant is attached as Exhibit B.

This legacy sign designation applies to the following characteristics of the sign/sign structure: "the main non-conforming item on this sign is its size which exceeds the current 300 square foot minimum and is closer than 100 square feet to another sign on the property."

This covenant is conditioned on the following: "That the appearance does not significantly change, and the business must remain as the Paul Bunyan restaurant. The business ownership can change, but if the restaurant closes this covenant will terminate and the sign removed."

The sign/sign structure is subject to the maintenance and repair standards of Code Sec. 22.04 and 22.09(4)(g). Alterations or removals are subject to the requirements of Code Sec. 22.09(4). The purpose of this designation is to protect the legacy status of the sign/sign structure.

This covenant shall run with the land and shall not be removed without the consent of the City or the owner, its heirs, successors and assigns. Owner acknowledges and consents to this covenant.

CITY OF WISCONSIN DELLS

Date: _____

By: _____
Brian Landers, Mayor

Date: _____

By: _____
Nancy R. Holzem, Clerk/ Administrative
Coordinator

ACKNOWLEDGMENT

State of Wisconsin
County of _____

Personally came before me on December _____, 2017 the above named Brian L. Landers and Nancy R. Holzem to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me
this _____ day of _____, 2017.

Notary Public, State of Wisconsin
My Commission is permanent/ expires: _____

LOGGING CAMP, INC.

Date: 12-4-17

By: Trevor Hickey
Name: Trevor Hickey
Its: Owner

ACKNOWLEDGMENT

State of Wisconsin
County of Columbia

Personally came before me on December 4, 2017 the above named Trevor Hickey to me known to be the person who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me
this 4 day of December, 2017.

Monica L. Dorow-Leis

Notary Public, State of Wisconsin
My Commission is permanent/ expires: April 14, 2020

Drafted by:
Joseph J. Hasler, Esq.
LaRowe Gerlach Taggart LLP
110 East Main Street
Reedsburg, WI 53959
608-524-8231

DOCUMENT NO.

QUIT CLAIM DEED
FORM 860

THIS SPACE RESERVED FOR RECORDING DATA

553133

537-847

REGISTRAR'S OFFICE
SAUK COUNTY WIS
RECEIVED FOR RECORD

AT 2¹⁰ O'CLOCK P.M.

ON Aug 2 1991

Lois J. Dillman
REGISTRAR

10⁰⁰ AM

RETURN TO
W H B S & K

THIS INDENTURE Made this 1st day of August, A. D. 1991
between Walt Stanton, f/k/a W. W. Stanton, f/k/a
Walter W. Stanton
part Y of the first part, and
Logging Camp, Inc.

a Corporation duly organized and existing under and by virtue of the laws of
the State of Wisconsin, located at Wisconsin Dells, Wisconsin,
party of the second part.

Witnesseth, That the said part Y of the first part, for and in consideration
of the sum of One Dollar & Other Good & Valuable

Consideration
to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and
acknowledged, he has given, granted, bargained, sold, remise, released and quit-claimed, and by these presents
do not give, grant, bargain, sell, remise, release and quit-claim unto the said party of the second part, and to its
successors and assigns forever, the following described real estate, situated in the County of Sauk
State of Wisconsin, to-wit:

A parcel of land located in the Northeast Quarter of the North-
west Quarter (NE 1/4 NW 1/4), Section Nine (9), Township Thirteen
(13) North of Range Six (6) East lying South and East of a line
described as follows: Commencing at the Northeast corner of said
NE 1/4 NW 1/4, thence West 66 feet along the North line of said
Section 9, thence South 66 feet on a line parallel with the East
line of said NE 1/4 NW 1/4, ~~thence East 66 feet on a line parallel with the North line of said Section 9,~~
thence East 66 feet on a line parallel with the North line of said Section 9,
thence South 232 feet along the East line of said NE 1/4 NW 1/4
to the point of beginning: Thence South 76°50' West, 224.41 feet,
thence South 13°10' East, 115.82 feet, thence South 75.38 feet
parallel with the East line of said NE 1/4 NW 1/4 to a point on
the Northerly right of way of I-90 Wisconsin Dells Road.

FEB
77.25(3)
EXEMPT

(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same, together with all and singular the appurtenances and privileges thereunto
belonging or in any wise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the
said part Y of the first part, either in law or equity, either in possession or expectancy of, to the only proper use,
benefit and behoof of the said party of the second part, its successors and assigns FOREVER.

In Witness Whereof, the said part Y of the first part has his hereunto set his hand and
seal this 1st day of AUGUST, A. D. 1991

SIGNED AND SEALED IN PRESENCE OF

Walt Stanton (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

State of Wisconsin, }
Sauk County, }
Personally came before me, this 1st day of August, A. D. 1991
the above named Walt Stanton

to me known to be the person who executed the foregoing instrument and acknowledged the same.

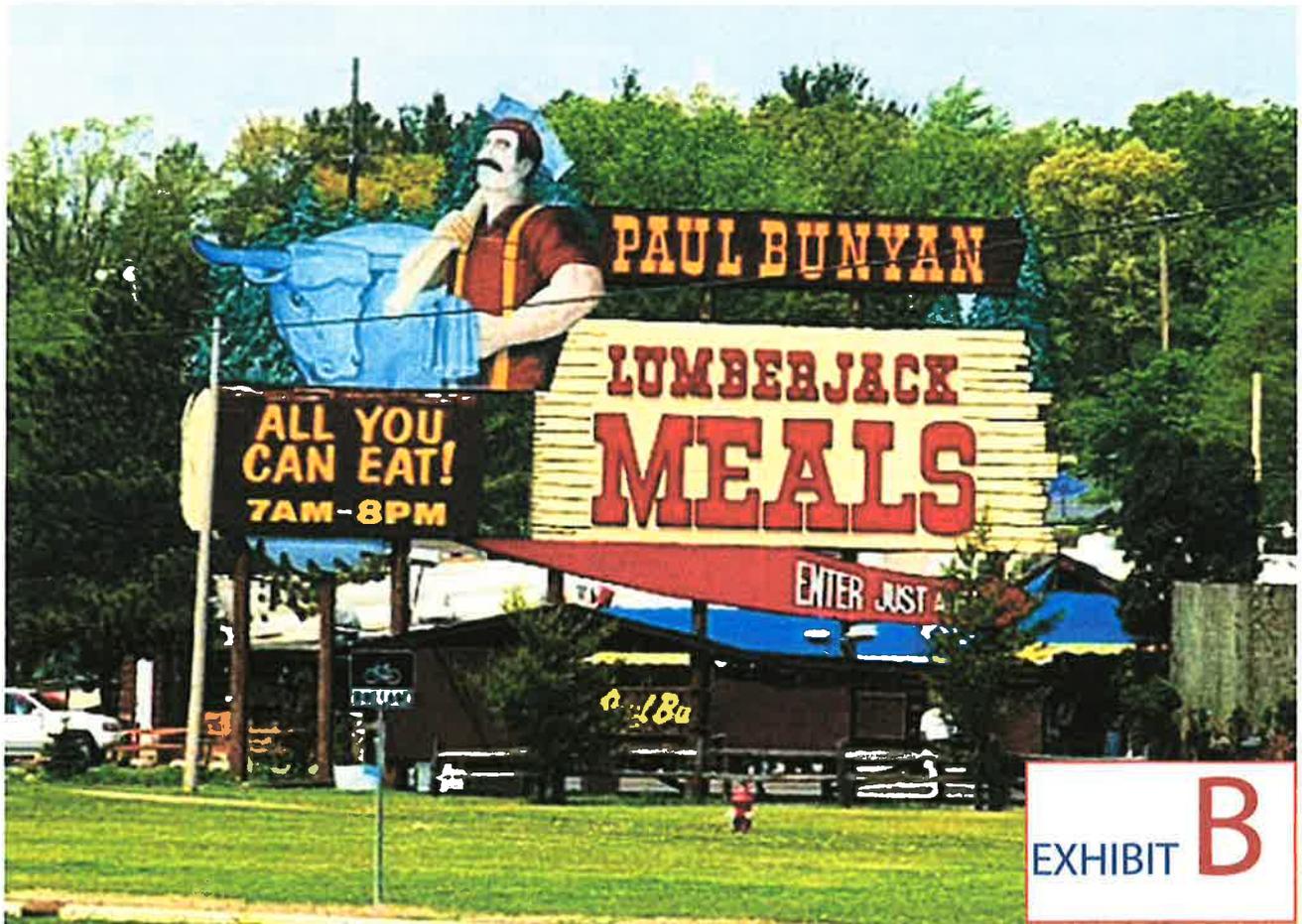
Forrest D. Hartmann

THIS INSTRUMENT WAS DRAFTED BY
Forrest D. Hartmann Notary Public, Sauk County, Wis.

My commission ~~terminates~~ (is) permanent.

(Section 39.14 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon
the names of the printer, printer, notary and notary. Section 39.313 similarly requires that the name of the printer who is general
mental attorney which, drafted each instrument, shall be printed, typewritten, stamped or written thereon in a legible manner.)
QUIT CLAIM DEED - For Corporation
Printed No. 860
Wisconsin Legal Blank Co. Inc.
Milwaukee, Wis.

EXHIBIT
A



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 DESIGN REVIEW COMMITTEE from their November 29, 2017 meeting:

IT APPROVES the Legacy Sign Covenant requested by Heller's LTD. for the Monk's Bar Sign at 220 Broadway, Wisconsin Dells, Columbia County Parcel 11291-0097.

Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: _____ ayes _____ nays _____ abst
Date Introduced: December 18, 2017
Date Passed:
Date Published:

Legacy Sign Covenant (Heller/Monk's)

This Legacy Sign Covenant is by and between the City of Wisconsin Dells, a Wisconsin Municipal Corporation and Hellers Ltd., a Wisconsin Business Corporation

Pursuant to City of Wisconsin Dells Code Sec. 22.09(4) the Monk's sign/sign structure located on the following described real estate in the City of Wisconsin Dells owned by owner has been designated "a legacy sign":

See Legal Description set forth in Exhibit A attached.

Property Address: 220 Broadway Avenue, Wisconsin Dells, Wisconsin.

Tax Parcel Number: 11291-97

A photograph of the sign/sign structure affected by this covenant is attached as Exhibit B.

This legacy sign designation applies to the following characteristics of the sign/sign structure: exposed neon lettering.

This covenant is conditioned on the following: "That the appearance does not significantly change, and the business must remain as Monk's Bar. The business ownership can change, but if the premises changes its name this covenant will terminate and the sign removed."

The sign/sign structure is subject to the maintenance and repair standards of Code Sec. 22.04 and 22.09(4)(g). Alterations or removals are subject to the requirements of Code Sec. 22.09(4). The purpose of this designation is to protect the legacy status of the sign/sign structure.

This covenant shall run with the land and shall not be removed without the consent of the City or the owner, its heirs, successors and assigns. Owner acknowledges and consents to this covenant.

CITY OF WISCONSIN DELLS

Date: _____

By: _____
Brian Landers, Mayor

Date: _____

By: _____
Nancy R. Holzem, Clerk/ Administrative
Coordinator

ACKNOWLEDGMENT

State of Wisconsin

County of _____

Personally came before me on December _____, 2017 the above named Brian L. Landers and Nancy R. Holzem to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me
this _____ day of _____, 2017.

Notary Public, State of Wisconsin
My Commission is permanent/ expires: _____

HELLERS LTD.

Date: _____

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

State of Wisconsin

County of _____

Personally came before me on _____, 2017 the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me
this ____ day of _____, 2017.

Notary Public, State of Wisconsin
My Commission is permanent/ expires: _____

Drafted by:
Joseph J. Hasler, Esq.
LaRowe Gerlach Taggart LLP
110 East Main Street
Reedsburg, WI 53959
608-524-8231

045

DOCUMENT NO.

628369

STATE BAR OF WISCONSIN FORM 3-1982
QUIT CLAIM DEED

10'

STATE OF WISCONSIN
COLUMBIA COUNTY
RECEIVED FOR RECORD

NOV 2 2000

Jimmy Jull

Reg. of Deeds at 8:00 A.M.

*Jane M. Heller and Thomas E. Heller, husband and wife and each in their
respective individual capacity*

quit-claims to *Hellers Ltd. a Wisconsin Business Corporation*

the following described real estate in Columbia County,
State of Wisconsin:

RETURN TO: Richard C. Glesner, LLC
ATTN: Richard C. Glesner
2322 Leyton Lane
Madison, Wisconsin 53713

Tax Parcel No: 11281CWWD 07

*The West 16 feet of the East half (E 1/2) of Lot Four (4) Block Sixty Seven (67) of the Original plat of
Wisconsin Dells together with the perpetual right to use the west wall of the two-story brick building
immediately adjoining the property on the East, which is a covenant running with the land, known as
Monks Bar at 220 Broadway, Wisconsin Dells, Wisconsin.*

*This conveyance is for no consideration and is intended to correct the Grantors who appear in a deed
dated June 29th 1998 recorded with the Columbia County Register of Deeds as document number
597595.*

FEE
NO. 3
EXEMPT

This *is not* homestead property.

Dated as of this 6th day of September, 2000.

Jane M. Heller (SEAL)

**Jane M. Heller*
Thomas E. Heller (SEAL)

**Thomas E. Heller*

AUTHENTICATION

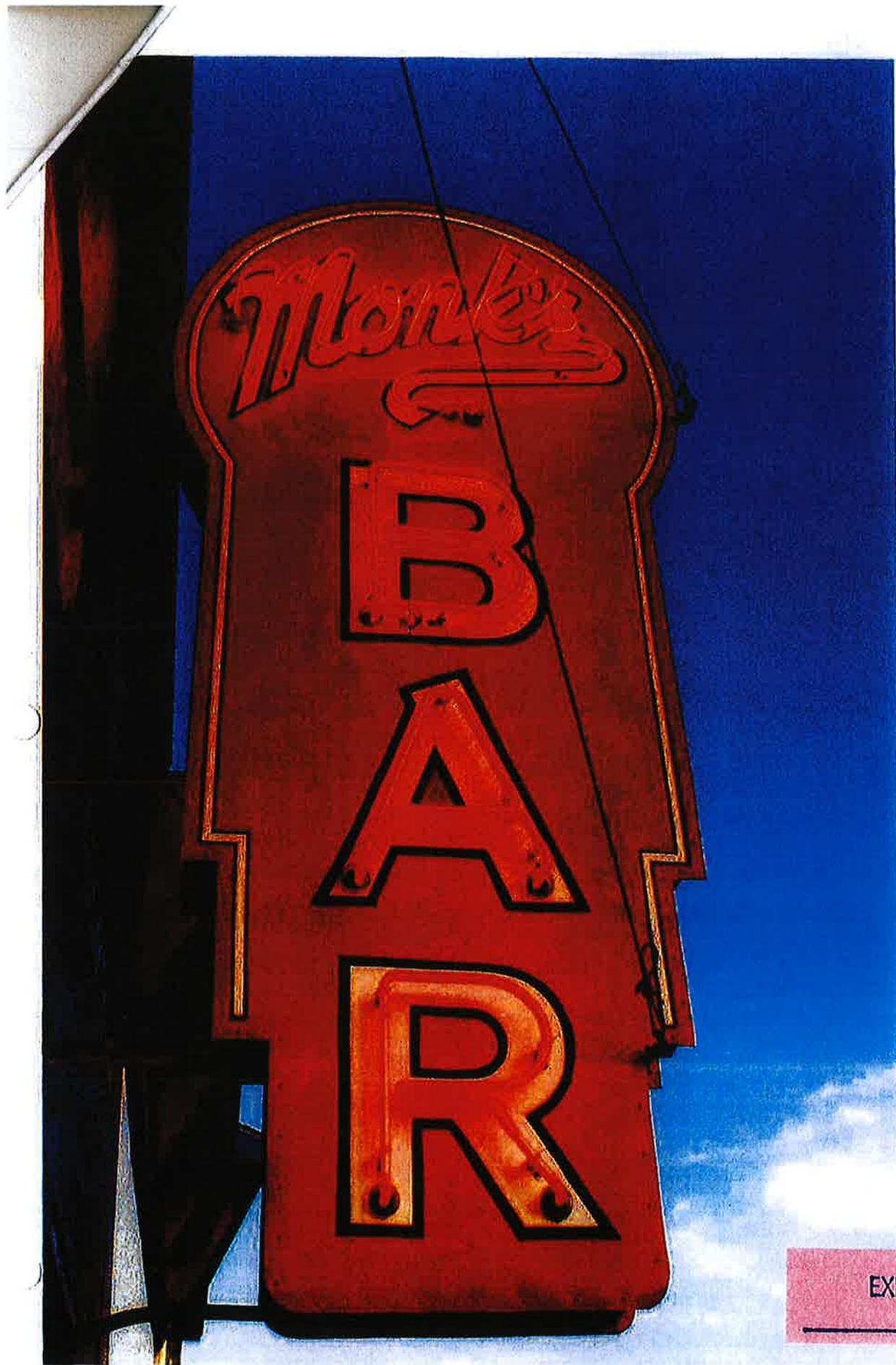
Signature(s) of *Jane M. Heller and Thomas E. Heller*
authenticated as of this 6th day of September, 2000

[Signature]
**Attorney Richard C. Glesner*

TITLE: MEMBER STATE BAR OF WISCONSIN

THIS INSTRUMENT WAS DRAFTED BY
Attorney Richard C. Glesner
Richard C. Glesner, LLC





CURRENT

EXHIBIT **B**



September 30, 2017

To : Members of the Design Review Committee

Wisconsin Dells City Council Members

Mayor Brian Landers

Re: Legacy Sign Designation

Monks Bar and Grill

Heller's LTD, DBA Monks Bar and Grill located at 220 Broadway, submits this application to have our historic projecting "Monks Bar" sign designated as a Wisconsin Dells Legacy Sign.

This sign was originally located on the Monks building at 731 Oak Street in the early 1950's. When Monk Heineke moved to the 220 Broadway location in the mid-60's, he placed the sign over his alley entrance, which was heavily used by local residents. After we purchased the business in 1982, we had the sign refurbished and moved to the Broadway location where it has been viewed by thousands of visitors for over 35 years and become an iconic mainstay for Downtown Dells.

We, Thomas and Jane Heller, consent to this designation and agree to abide by all requirements set forth by the City ordinance controlling this agreement.

Thomas E. Heller

Jane M. Heller



Legacy Sign Treatment Plan

1. The Monk's Bar legacy sign is a metal, projecting, two-sided neon-lettered sign located at 220 Broadway above the first floor between two exterior windows. Originally it was located at 731 Oak Street in the 1950's and early 60's.
2. Enclosed are historic and current photos of sign.
3. Our sign is annually inspected for secure mounting and proper electrical coverings. We have to repair the neon glass if broken and replace transformers as needed during regular use.
4. Periodically, as needed, we will paint face of sign to proper standards as proposed by the Downtown River Arts District Guidelines.
5. We feel this sign embodies the historic development of the Downtown District back in the early 1950s. This was the period when the movement began to create a unique shopping and entertainment area for the growing number of seasonal visitors to Wisconsin Dells. There are not many reminders of that beginning period, but we feel that the Monks Bar sign remains one of them!



HISTORIC
731 OAK ST.



Monk's
BAR

est.

MONK'S Bar & Grill

SCENT-SATIONS

80/14
RIVER DISTRICT

ARTSIT

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 DESIGN REVIEW COMMITTEE from their November 29, 2017 meeting:

IT APPROVES the Legacy Sign Covenant requested by BK Holzem Enterprises, Inc. for the "FUDGE" sign located at Original Wisconsin Dells Fudge, 108 Broadway, Wisconsin Dells, Columbia County Parcel 11291-0137.

Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes ____ nays ____ abst
Date Introduced: December 18, 2017
Date Passed:
Date Published:

Legacy Sign Covenant (Holzem/Fudge)

This Legacy Sign Covenant is by and between the City of Wisconsin Dells, a Wisconsin Municipal Corporation and NLHBKH, LLC hereinafter the Owner.

Pursuant to City of Wisconsin Dells Code Sec. 22.09(4) the Wisconsin Dells Fudge sign located on the following described real estate in the City of Wisconsin Dells owned by owner has been designated "a legacy sign":

See Legal Description set forth in Exhibit A attached.

Property Address: 108 Broadway, Wisconsin Dells, Wisconsin.

Tax Parcel Number: 11291-137

A photograph of the sign/sign structure affected by this covenant is attached as Exhibit B.

This legacy sign designation applies to the following characteristics of the sign/sign structure: the exposed neon lettering and size which is 56 square feet.

This covenant is conditioned on the following: "That the appearance does not significantly change, and the business must remain as the original Wisconsin Dells Fudge. The business ownership can change, but if the product sold changes, the covenant will terminate and the sign must be removed."

The sign/sign structure is subject to the maintenance and repair standards of Code Sec. 22.04 and 22.09(4)(g). Alterations or removals are subject to the requirements of Code Sec. 22.09(4). The purpose of this designation is to protect the legacy status of the sign/sign structure.

This covenant shall run with the land and shall not be removed without the consent of the City or the owner, its heirs, successors and assigns. Owner acknowledges and consents to this covenant.

CITY OF WISCONSIN DELLS

Date: _____

By: _____
Brian Landers, Mayor

Date: _____

By: _____
Nancy R. Holzem, Clerk/ Administrative
Coordinator

ACKNOWLEDGMENT

State of Wisconsin

County of _____

Personally came before me on December _____, 2017 the above named Brian L. Landers and Nancy R. Holzem to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me
this _____ day of _____, 2017.

Notary Public, State of Wisconsin
My Commission is permanent/ expires: _____

NLHBKH, LLC

Date: _____

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

State of Wisconsin

County of _____

Personally came before me on _____, 2017 the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me
this ____ day of _____, 2017.

Notary Public, State of Wisconsin
My Commission is permanent/ expires: _____

Drafted by:
Joseph J. Hasler, Esq.
LaRowe Gerlach Taggart LLP
110 East Main Street
Reedsburg, WI 53959
608-524-8231

5



State Bar of Wisconsin Form 11 - 2003
LAND CONTRACT
(TO BE USED FOR NON-CONSUMER ACT TRANSACTIONS)

Document Number _____ Document Name _____
CONTRACT, by and between **THE JULIE LOPP TRUST DATED**
OCTOBER 28, 1992 ("Vendor," whether one or more),
and **NLHBKH, LLC**
_____ ("Purchaser," whether one or more).

Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this Contract by Purchaser, the following real estate, together with the rents, profits, fixtures and other appurtenant interests "Property", in
COLUMBIA County, State of Wisconsin:
PART OF LOT SEVEN (7), BLOCK SIXTY-EIGHT (68), KILBOURN CITY, CITY OF WISCONSIN DELLS, COLUMBIA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT SEVEN (7), BLOCK SIXTY-EIGHT (68), IN SAID CITY OF WISCONSIN DELLS A/K/A KILBOURN CITY; THENCE WEST ON THE NORTH LINE OF SAID LOT SEVEN (7) 24 FEET; THENCE SOUTH 31 FEET; THENCE EAST 24 FEET TO THE EAST LINE OF SAID LOT; THENCE NORTH ON SAID EAST LINE 31 FEET TO THE PLACE OF BEGINNING.

SUBJECT TO AN EASEMENT FOR JOINT STAIRWAY RECORDED IN VOLUME 26 OF MISC., PAGES 480-481 AS DOCUMENT NO. 261522.

THIS PROPERTY SHALL FURTHER SERVE AS SECURITY FOR PAYMENT BY PURCHASER OF A FIXED RATE NOTE OF THE SAME DATE WITH A PRINCIPAL BALANCE OF \$75,000.

Purchaser agrees to purchase the Property and to pay to Vendor at 2506
STATE, SANTA BARBARA, CA 93105
the sum of \$ 100,000.00 in the following manner:

- (a) \$ _____ at the execution of this Contract; and
- (b) the balance of \$ 100,000.00, together with interest from the date hereof on the balance outstanding from time to time at the rate of 7.000 % per annum until paid in full as follows:

FOUR (4) EQUAL INSTALLMENTS IN THE AMOUNT OF \$4,090.12 EACH DUE ANNUALLY ON THE 15TH DAY OF JUNE, JULY, AUGUST AND SEPTEMBER IN THE YEARS 2011 THROUGH 2018.

provided the entire outstanding balance shall be paid in full on or before September 15, 2019 ("Maturity Date"). Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

- A. Any amount may be prepaid without premium or fee upon principal at any time.
- B. Any amount may be prepaid without premium or fee upon principal at any time after _____.
- C. There may be no prepayment of principal without written permission of Vendor.

DOC # 819713
REGISTER OF DEEDS
COLUMBIA COUNTY

RECORDED ON:
01/20/2011 10:54:12AM
PAGES: 5

LISA WALKER
REGISTER OF DEEDS

REC FEE: 30.00
NEW TRANS FEE: 300.00
Exempt #:

Recording Area

Name and Return Address
WOOD LAW OFFICES, LLC
407 MAIN ST., PO BOX 98
FRIENDSHIP, WI 53934 -E

11291-137

Parcel Identification Number (PIN)

This IS NOT homestead property.
(is) (is not)

This IS a purchase money mortgage.
(is) (is not)



F
U
D
G
E



EXHIBIT **B**

MISS DELIAS
FUDGE



B.K. HOLZEM ENTERPRISES, INC.
Original Wisconsin Dells Fudge

218 Broadway
Wisconsin Dells, WI 53965
(608) 254-4101
E-mail bkholzem@gmail.com

Application for Legacy Sign Designation
Original Wisconsin Dells Fudge
108 Broadway, Wisconsin Dells, WI

We request to have the large vertical "FUDGE" sign on the front of our location at 108 Broadway be designated as a legacy sign. As it is currently constructed and positioned on the building, it does not conform to the current sign ordinances.

Original Wisconsin Dells Fudge was the first fudge shop to open in Wisconsin Dells in 1962. The original location was at the corner of Broadway and Superior streets where Swiss Maid Fudge now operates. In about 1972 the shop was relocated to its current location at 108 Broadway and it is believed the sign was installed at that time.

The sign incorporates several neon bars and blinking small bulbs which form the word "FUDGE". The neon and blinking lights are controlled by transformers and electronic switching devices located within the center housing of the sign structure. The sign underwent substantial repairs in 2015 replacing multiple neon tubes and internal switching components.

Having been continuously operated and maintained since installation over 40 years ago, and with its prominent location and visibility, we believe it has become an iconic landmark of the downtown business community and desire to have it remain so going forward.

Respectfully Submitted

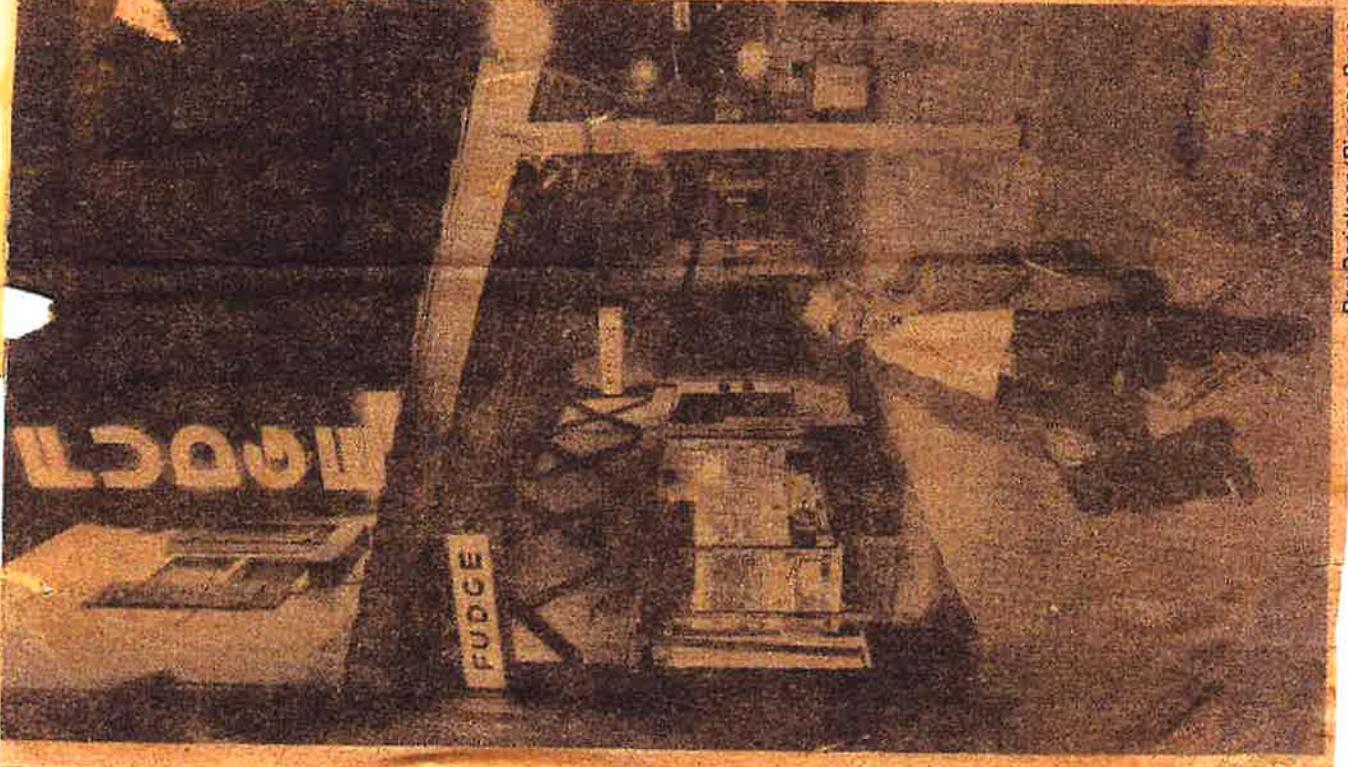
Brian K. Holzem
President

JUNE 7, 1981

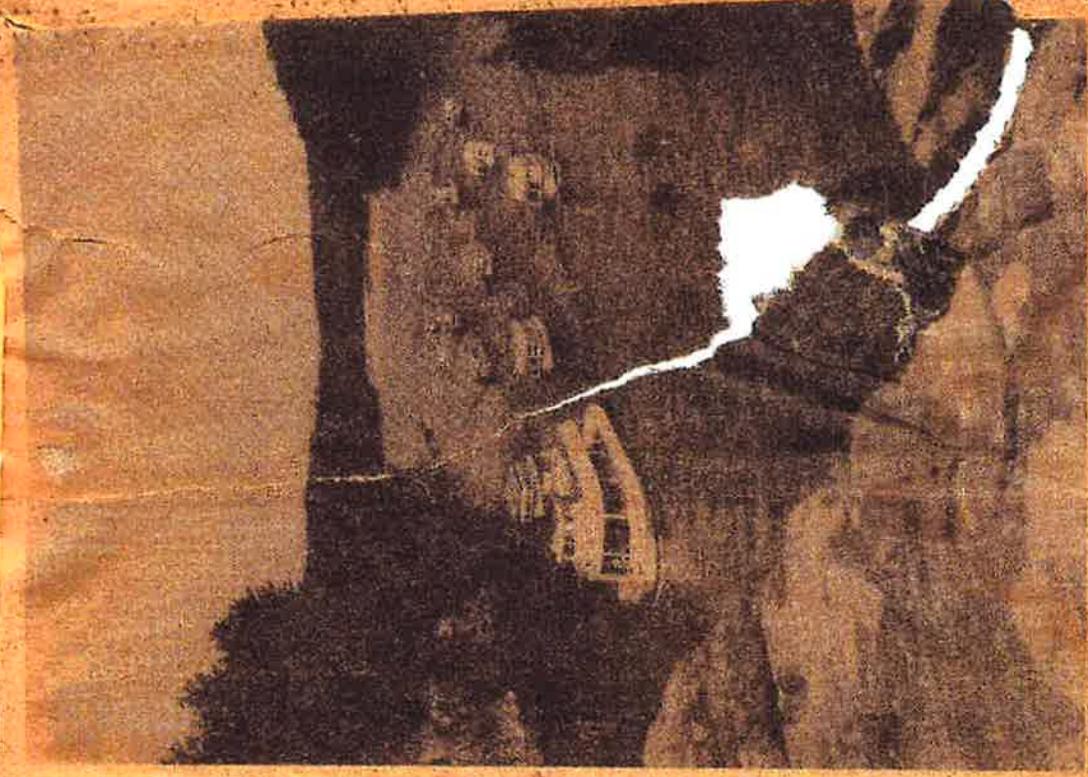
June

e/Travel

3



Ray Derickson/Pioneer Press



The fleet of passenger boats that ply the waters at Wisconsin Dells offer a variety of Upper and Lower Dells tours, including some that feature walking into the canyons and a night-time trip to the Stand Rock Indian ceremonial. At left is J. P. (Indian Joe) Lopp, a pioneer fudge maker at Wisconsin Dells, 18 years on Main Street. He also operates a store in Virginia City, Nev.

ST. PAUL PIONEER PRESS

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

ITEM 12

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the CITY PLAN COMMISSION from their December 11, 2017 meeting;

IT APPROVES a Conditional Use Permit to Deletria Nash, Nash Properties, LLC, in order to operate a Seasonal Workforce Housing Facility at 410 Wisconsin Avenue, with the conditions listed in the staff report. This property is currently operated as a Seasonal Workforce Housing Facility under Paris Investments (Jason Hallowell), but is being sold.

Brian L. Landers, Mayor

Attest:

Nancy R. Holzem, City Clerk

Vote: ___ ayes; ___ nays ___ abstention
Date Introduced: December 18, 2017
Date Passed:
Date Published:

Staff Report for Plan Commission, 12/11/17
Conditional Use Permit – Group Lodging Facility
410 Wisconsin Ave. –Seasonal Workforce Housing

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

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

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

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

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

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

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

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

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

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

Approval of this CUP may contain the following contingencies.

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

Chris Tollaksen
City of Wis. Dells

**PLAN OF OPERATION FOR THE J-1 PROPERTY
@ 410 WISCONSIN, WISCONSIN DELLS, WI 53965**

December 06, 2017

My wife, Deletria Nash, and I reside in Wisconsin Dells at 9 Spruce Trail. I work in the Dells at the Get It Now Store and I travel pass the property on a daily basis to and from work, which makes it very easy for me to monitor the property and be accessible for any issues or concerns of the students. Also, the property is equipped with security cameras, which I can monitor form my cell phone. The cameras monitor the exterior and the common areas of the property.

Regarding the rules and daily operation of the property, we plan to adapt the general rules that the seller, Jason, currently has in place. The property is very clean and appears to be running smoothly with the rules that he has in place. Therefore, we don't want to make significant changes; any changes we make will be very insignificant.

We plan to use the J-1 sponsors to obtain the majority of the student occupants. We anticipant offering housing to students year round if possible.

If you have any questions concerning this plan of operation please do not hesitate to contact me at the number(s) listed below.



Jay Nash
9 Spruce Trail
Wisconsin Dells, WI 53965
608/350-9370 cell
608/254-7977 work

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

General instructions. Complete this application as it applies to your project and submit one copy to the zoning administrator along with the required application fee. Before you formally submit your application and fee, you may submit one copy to the zoning administrator who will ensure it is complete. If you have any questions, don't hesitate to contact the zoning administrator at 608-253-2542. You may obtain a digital copy of this file from the zoning administrator.

- Office Use Only -

Initial application fee	\$525.00
Receipt number	62326
Application number	CUP 20-2017

1. Applicant information

Applicant name Deletha Nash (Nash Properties LLC)
 Street address 9 Spruce Trail
 City Wisconsin Dells
 State and zip code WI 53965
 Daytime telephone number 608-350-9370
 Fax number, if any _____
 E-mail, if any JayNash1997@gmail.com

2. Subject property information

Street address	<u>410 Wisconsin</u>	
Parcel number		Note: the parcel number can be found on the tax bill for the property or may be obtained from the City.
Current zoning classification(s)		
Describe the current use	<u>Student Housing</u>	

3. Proposed use. Describe the proposed use.

JI Student(s) and student housing

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

QUIET TIMES will be 10:00pm. - 8:00A.m.

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

5. **Off-site effects.** Describe any potential nuisances and mitigating circumstances relating to street access, traffic visibility, parking, loading, exterior storage, exterior lighting, vibration, noise, air pollution, odor, electromagnetic radiation, glare and heat, fire and explosion, toxic or noxious materials, waste materials, drainage, and hazardous materials.

NO KNOWN OFF-SITE EFFECTS.

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

a. Consistency of the proposed use with the city's comprehensive plan and neighborhood plan or other subarea plan, if any
The property offers students safe and clean housing.

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

c. The suitability of the subject property for the proposed use
The property is currently student housing

d. Effects of the proposed use on the natural environment

e. Effects of the proposed use on surrounding properties, including operational considerations relating to hours of operation and creation of potential nuisances
Applicant will be purchasing the current website of www.DellsStudentHousing.com and using the general rules of current owner.

f. Effects of the proposed use on the normal and orderly development and improvement of the surrounding property for uses permitted in the district
Applicant does not anticipate any effects on the development and improvement of the surrounding property.

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

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

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

8. Applicant certification

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

	11-21-17
Applicant Signature	Date

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

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

B. Guarantee of Payment.
To guarantee reimbursement, the applicant shall submit one of the following along with this application:

1. an irrevocable letter of credit in the name of the City in an amount as set by the zoning administrator; or
2. a cash deposit in an amount as set by the zoning administrator.

If a cash deposit is used to guarantee reimbursement, the City will periodically deduct from the cash account such amounts necessary to pay for eligible costs and submit a written statement to the applicant. If a letter of credit is used, the applicant agrees to pay such amounts as invoiced within 7 days of the invoice date. An interest rate of 1½ percent shall be charged on invoices not paid within 30 days of the invoice date. The City shall access the letter of credit to pay for overdue invoices, including late penalty charges, and submit a written notice to the applicant.

If remaining monies in the cash account are insufficient to pay for current and reasonably anticipated eligible costs, the applicant agrees to deposit additional monies into the cash account in an amount as set by the zoning administrator. If the principal amount of the irrevocable letter of credit is insufficient to pay for current and reasonably anticipated eligible costs, the applicant agrees to submit a second letter of credit in an amount as set by the zoning administrator. The applicant may withdraw this application prior to final action by the City Council by submitting a written letter to the City. Upon such notice, the City shall cease all work related to the review of the application. However, withdrawal of this application does not terminate this reimbursement agreement.

If the applicant does not pay for eligible costs, the City Clerk/Treasurer shall add the outstanding balance to the tax roll as a special assessment against the subject property. In addition, the City may pursue other legal means to obtain the outstanding balance as allowed by law.

C. Termination of Guarantee.
If a cash deposit is used to guarantee reimbursement, the City agrees to reimburse the applicant any unused monies in the cash account, including earned interest, within 60 days of the date when the City Council takes final action on the application. If a letter of credit is used, the City shall send a written letter to the applicant releasing the applicant from the letter of credit when all outstanding invoices have been paid.

	11/21/17
Applicant Signature	Date

RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the Public Works Committee from their December 11, 2017 meeting;

IT APPROVES the purchase of a 2019 Electric Utility Boom Truck (International 4300 w/Terex Hi-Ranger Optima HR55) for a cost of \$197,304.00 being paid for by the Electric Utility.

Brian L. Landers, Mayor

Nancy R. Holzem, City Clerk

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

Electric Bucket Truck Vendors	Quote	Contact	Recommended
Altec, Inc 2019 International 4300 w/ Model AN55E-OC	\$ 194,450.00	Adam D. Cox Channing Alexander Mitchell	
Terex Utilities, Inc. 2019 International 4300 w/ Terex Hi-Ranger Optima HR55	\$ 197,304.00	Adam Fischer Greg Adler	TA
Difference	\$ 2,854.00		
Existing	Original Costs	Will likely sell this truck on a surplus auction site.	
2001 IHC 4700 w/ Terex HR50M w/ 9800 Hrs.	\$ 115,687.00		
<p>Tom Anen would like us to stay w/ the Terex brand. It costs \$2,854.00 more than the Altec model.</p> <ul style="list-style-type: none"> - Does have service facilities closer to Wisconsin Dells and we currently work w/ this facility to supply our annual (required) certifications. - Tom is planning to attend the PW's meeting to answer any questions you might have. - Full copies of the proposal are available upon request, please notify me if you care to read through them. 			
DWH_12/08/2017			



TEREX®

CUSTOMER ORDER ACKNOWLEDGEMENT

Terex Utilities, Inc. - 200 Eden Way - White House, TN 37188 - Phone: 605-882-4000 - Fax: 605-882-1842

Date: **12/1/2017**

Quote Number: QU09498

Wisconsin Dells Water & Light
300 La Crosse Street
Wisconsin Dells, WI 53965

Attention: Tom Anen

Baseline Price: \$197,304

Grand Total Each: \$197,304

*Plus all applicable taxes and license fees. Chassis payment is due upon chassis receipt at our facility.

Quote is valid for 30 days. Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

Notes:

- 1) Delivery Terms are: FCA, Shipping Point Delivery Prepaid and Included.
- 2) Terms: Net 30 days
- 3) Delivery days from receipt of order shall be 180 - 240

Buyer hereby submits its offer to purchase the Products in this Quotation, subject to acceptance by Seller. Buyer has read and agrees to all of Seller's attached Terms and Conditions of Sale. Please fax completed form to 605-882-5595 or transmit it to your Account Manager.

Terex Utilities Inc.

Adam Fischer
Sales Coordinator

Greg Adler
Account Manager

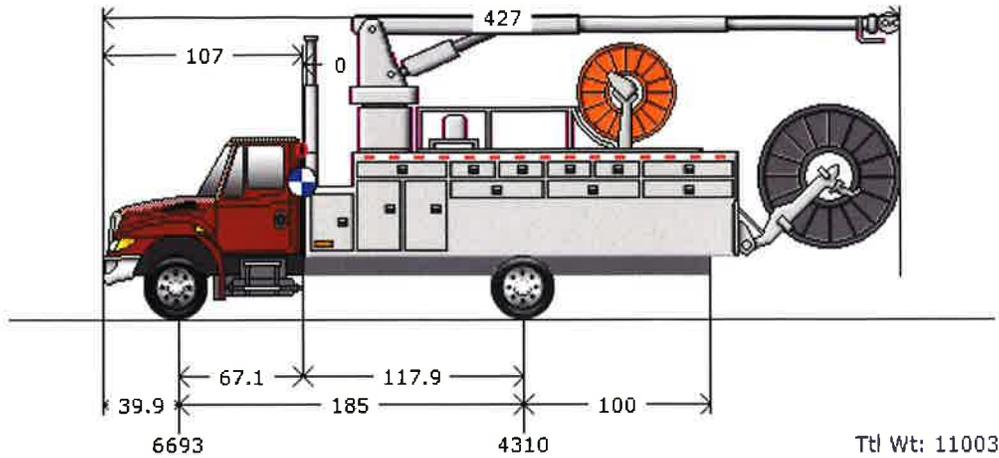
Accepted By: _____

PO Number: _____

Quantity: _____

Grand Total: _____

Date: _____



Graphics are provided as visual aids only and are not intended to represent the actual scale, shape, or color of the truck or its components. All weights are represented in lbs.

Truck			Body/Trailer			Chassis/Empty Weights	
Bumper to Axle	(BA)	39.9	Body Length	(BL)	320	Tractor Front Axle:	6,693
Wheelbase	(WB)	185.00				Tractor Rear Axle:	4,309
Axle to Frame	(AF)	100.00					
Axle to Back Cab	(ABC)	67.1					
Cab to Axle	(CA)	117.9					
Usable CA		117.9					
CA Reduction Adjustment		0.00					
Fuel-Diesel(Gals)		0					
DEF(Gals)		0					

Before the Cab			Cab			Payloads				After the Body				
#	Weight	CG	#	Weight	CG	Chassis		Body		After the Body		#	Weight	CG
						#	Weight	CG	#	Weight	CG	#	Weight	CG
						1	0	0						

Loads	
Payload Weight:	0
Driver:	0
Fuel-Diesel(Lbs):	0
DEF(Lbs):	0

Weight Distribution	
Total Front Axle:	6,693
Total Rear Axle:	4,310
Total Weight:	11,003

Weights and clearances in this proposal are estimates only. Navistar, Inc. is not liable for any consequences resulting from any differences between the estimated weights and clearances and the actual manufactured weights and clearances.

TERMS & CONDITIONS OF SALE
TEREX SOUTH DAKOTA, INC./TEREX UTILITIES, INC.
U.S. and CANADA (except Quebec)

1. Terms and Conditions. These Terms and Conditions of Sale cancel and supersede any and all terms of sale pertaining to Parts and Equipment (and any supplements thereto) previously issued by Seller to Buyer and are subject to change without advance notice. "Seller" herein shall be the seller identified in the Sales Order Acknowledgement or other applicable sales documents. The prices, charges, discounts, terms of sale and other provisions referred to or contained herein shall apply to Seller's Parts and Equipment (hereinafter collectively referred to as "Products") sold and shipped to Buyer on and after August 1, 2016, and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products by Seller shall be deemed to constitute a binding agreement between the parties pursuant to the terms and conditions contained herein and Buyer agrees that the order may not thereafter be cancelled, countermanded or otherwise changed without the prior consent of Seller. This agreement supersedes any prior agreements, representations, or other communications between the parties relating to the subject matter set forth herein. No other terms and conditions shall apply including the terms of any purchase order submitted to Seller by Buyer, whether or not such terms are inconsistent or conflict with or are in addition to the terms and conditions set forth herein. Seller's acceptance of Buyer's purchase order is conditional upon Buyer's acceptance of all the terms and conditions contained herein. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to the terms and conditions set forth herein. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall have the right, at its option, to charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Product, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. If Buyer orders the chassis through Seller, the chassis payment is due upon receipt of chassis by Seller and the balance owed for the completed unit is due in accordance with agreed upon payment terms. When supplied by Buyer, Seller will inspect the chassis upon receipt and will notify Buyer of any chassis mounted components (including but not limited to fuel tanks, air tanks, battery boxes and exhaust systems) that require relocation. Buyer will be invoiced for such work upon completion of the finished Equipment.

3. Taxes and Duties. Unless otherwise noted, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Products. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of the Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. dollars unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Property, Risk and Delivery. Unless otherwise stated in writing, for all intra-continental United States shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2010); for all other shipments, all prices and delivery are FAS, named port of shipment (Incoterms 2010). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2010. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer. Delivery shall generally be 240 to 270 days after receipt by Seller of a signed Order, provided that, where applicable: (1) Seller receives the chassis a minimum of 90 days prior to scheduled delivery, (2) drawings are timely sent by Buyer and the approved drawings are returned to Seller by Buyer by the requested date, (3) all vendor-supplied components and Buyer-supplied accessories are received by Seller by the date necessary to comply with scheduled delivery. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the

delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within fifteen (15) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Parts and or Equipment to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Delays Caused By Buyer. In the event of a delay in shipment or delivery due to delay by Buyer in furnishing delivery instructions, arranging a method of payment satisfactory to Seller, submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, if the Products are not shipped or delivered within five (5) days from the first date they are ready to be shipped or delivered, then Seller shall be entitled to charge, as compensation, any additional costs incurred related to such delay. If the Products are not shipped or delivered by the date which is ten (10) days from the first date they are ready to be shipped or delivered, then Buyer's order shall be deemed cancelled and Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. Seller shall have the right to keep payments on account already received from Buyer, and the difference between the sales price (increased by any other and all further costs, including but not limited to attorney's fees and expenses, storage and other costs, and interest accrued thereon) and the price received from another buyer shall constitute a debt of Buyer and bear interest at the same rate set forth in Section 2 herein. Seller shall be entitled to claim for any further damages suffered as a consequence of Buyer's breach of its obligations hereunder.

6. Cancellation. Prior to delivery to place of shipment, a Product order may be cancelled only with Seller's prior consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Product order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall, in the event that Seller asks Buyer to do so, make reimbursement to Seller, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

7. Inspection and Acceptance. Buyer agrees that it shall inspect the Products immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. Seller shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. Seller's catalogues, technical circulars, price lists, illustrations, drawings and any other similar literature are for Buyer's general guidance only and the particulars contained in them shall not constitute representations by Seller and Seller shall not be bound by them.

8. Warranty for New Products. Seller warrants its new Equipment and Parts manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve (12) months from the date of delivery (as limited by Seller's Limited Product Warranty); provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been operated and maintained in strict compliance with Seller's operating and maintenance manuals ; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees and (2) a new machine registration certificate has been completed, signed and delivered to the Seller within thirty (30) days of the Equipment's "in-service" date. If requested by Seller, Buyer must return any defective Product to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in the Products of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the original purchaser or end-user if sold to a distributor, and is not assignable or otherwise transferable without written agreement of Seller. **THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Products. This warranty shall not apply to any of Seller's Products or any part thereof which has been subject to misuse, alteration, abuse,

negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive this limited warranty without prior written consent of Seller.

9. Warranty for Used Equipment. Used Equipment sold hereunder is sold on an "AS IS, WHERE IS, WITH ALL FAULTS" BASIS WITH NO WARRANTIES WHATSOEVER, EXCEPT AS TO TITLE, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BUYER AND SELLER. SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFETY, LEGAL COMPLIANCE, OR USABILITY OF THE USED EQUIPMENT AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USED EQUIPMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE USED EQUIPMENT, NOR THE SUFFICIENCY OF ANY WARNINGS, INSTRUCTIONS OR MANUALS PROVIDED WITH THE USED EQUIPMENT. Seller recommends and Buyer acknowledges that Buyer should contact the original manufacturer to obtain all available information for the used Equipment, including but not limited to product manuals, warnings, safety bulletins, recall notices, and instructional placards before using the used Equipment. Seller shall not be responsible for providing such information. Buyer agrees not to assert any claims against Seller with respect to the used Equipment or its use. Buyer agrees that it shall inspect the used Equipment prior to issuance of a purchase order for such Equipment and acknowledges that it is not relying upon any photographs, images, videos, representations, statements or other assertions made by Seller with respect to the used Equipment's condition, but is relying upon its own knowledge and/or inspection of the used Equipment.

10. Remedies for Breach. IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective equipment covered by the Seller's warranty extend the length of the warranty beyond the period specified in Section 8 herein.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INDIRECT, INCIDENTAL, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, including, without limitation, labor costs, lost profits, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Products to comply with any federal, state, provincial or local laws, regardless of whether arising from a breach of contract, or warranty, legal claims or otherwise. **Nothing in this Section shall operate to exclude Seller's liability for death or personal injury when directly related to Seller's negligent act or omission.**

12. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

13. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Buyer must submit to Seller a revised purchase order specifying any and all requested changes. Upon receipt of Buyer's revised purchase order, Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.

14. Trade-in Offers. Trade-in offers are subject to Seller's inspection and acceptance of the equipment, which must have been maintained to U.S. Department of Transportation operating and safety standards. All accessories on the equipment, including without limitation jibs, winches, pintle hooks and trailer connectors, must remain with the equipment unless otherwise agreed by Seller and Buyer in writing. Seller reserves the right to cancel any trade-in offers or agreements if these conditions are not met, or if Buyer has misrepresented any information about the trade-in unit.

15. Insurance. Until the purchase price of any Products is paid in full, the Buyer shall provide and maintain insurance equal to the total value of the Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

16. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative, upon prior written approval of Seller. All plans,

photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

17. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Delaware Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

18. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Products under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Products furnished hereunder) of Seller, its directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

19. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Products when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

20. Force Majeure. Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

21. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of the Products, technology, information or warranty related services. Buyer further agrees that it shall comply with applicable laws pursuant to the Joint Comprehensive Plan of Action (JCPOA) of July 14, 2015 and any other applicable laws, resolutions, regulations or licenses for the export or re-export of Products, technology, information or warranty related services directly, or with its knowledge indirectly into Iran. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export the Products, technology, information or warranty related services directly, or with its knowledge, indirectly, into Sudan. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export the Products, technology, information or warranty related services directly or with its knowledge indirectly into Cuba without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

22. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement and customer support purposes

23. Construction and Severability. These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and shall be construed and enforced in accordance with the laws of Delaware. The United Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) shall not apply. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any provisions herein shall be in United States District Court, District of Delaware or, if federal jurisdiction is lacking in such action, in New Castle County Superior Court in Delaware.

25. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

26. No Set-off. Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer under this or any other agreement between Buyer and Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Buyer's Initials: _____



Quote Number: 390442 - 1
Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
149.	Battery Under Cab Left Hand	1	
150.	No Air Horn	1	
151.	AM/FM Radio	1	
152.	Bluetooth	1	
153.	Keyless Entry	1	
154.	Power Door Locks	1	
155.	Power Windows	1	
156.	Block Heater	1	
157.	Driver Controlled Locking Differential	1	
158.	Trailer Air Brake Package	1	
159.	Trailer Brake Controller (Factory Installed)	1	
160.	Vinyl Split Bench Seat	1	
161.	Air Ride Drivers Seat	1	
<u>Additional Pricing</u>			
162.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	

Unit / Body / Chassis Total	194,450.00
FET Total	0.00
Total	194,450.00

Altec Industries, Inc.

BY

Channing Alexander Mitchell

Notes:

- 1 Altec Standard Warranty:
One (1) year parts warranty.

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the Public Works Committee from their December 11, 2017 meeting;

IT APPROVES the Right-of-Way and Pole Attachment Agreement with Verizon Wireless, LLC.

Brian L. Landers, Mayor

Nancy R. Holzem, City Clerk

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

**RIGHT-OF-WAY AND POLE ATTACHMENT AGREEMENT
(Wis Dells & Verizon)**

This Rights-of-Way and Pole Attachment Agreement ("Agreement") is entered into between the City of Wisconsin Dells, Wisconsin and Verizon Wireless, LLC (VAW) dba Verizon Wireless (Verizon) and its successors and assigns.

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

Dollars (\$1,000,000). The insurance policies shall name the City, its officers, officials, employees, and elected representatives as additional insureds, with the exception of the workers' compensation policy. VERIZON shall furnish copies of the required certificate of insurance to the City. VERIZON will provide the City with thirty (30) days' prior written notice of cancellation.

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

If to City:

City of Wisconsin Dells
300 LaCrosse Street
Wisconsin Dells, WI 53965
Attn: City Clerk, Administrative Coordinator

With a copy to:

City of Wisconsin Dells
300 LaCrosse Street
Wisconsin Dells, WI 53965
Attn: Director of Public Works

If to Verizon:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
One Verizon Way
Mail Stop 4AW100
Basking Ridge, NJ 07920
Attn: Asset Management

With a copy to:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
One Verizon Way
Mail Stop 4AW100
Basking Ridge, NJ 07920
Attn: Legal Department

18. Verizon understands and acknowledges that the City may require Verizon to remove or relocate its Facilities or any portion thereof from the Right-of-Way, and Verizon shall, at the City's direction, remove or relocate the same at Verizon's sole cost and expense, whenever the City reasonably determines, in its sole discretion, that the relocation or removal is required consistent with the public interest. In any such case, the City shall use reasonable efforts to afford Verizon a reasonably equivalent alternate location, if available. If Verizon fails to remove or relocate the Facilities or portion thereof as requested by the City, within 90 days of Verizon's receipt of the request, then the City shall be entitled to remove the Facility, Verizon Pole, or portion thereof at Verizon's sole cost and expense, without further notice to Verizon, and Verizon shall, within 30 days following issuance of invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Facilities, or portion thereof.
19. The provisions of this Agreement shall be construed under, and in accordance with, the laws of the State of Wisconsin, without regard to its conflict-of-laws principles, and all obligations of the parties created hereunder shall be performed in the County in which the City is located. Therefore, in the event any court action is brought directly or indirectly by reason of this letter, the courts of such County shall have jurisdiction over the dispute and venue shall be in such County.

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

CITY OF WISCONSIN DELLS

VERIZON WIRELESS (VAW) LLC d/b/a
VERIZON WIRELESS

Signature

Signature

Name

Name

Title

Title

Date

Date

ITEM 15

RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the Public Works Committee from their December 11, 2017 meeting;

IT APPROVES the Revised Scope of Services and Amendment No. 1 to the Professional Services Agreement with MSA for Eddy Street Signal and Design work.

Brian L. Landers, Mayor

Nancy R. Holzem, City Clerk

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



**Amendment
No. 1**

**To: City of Wisconsin Dells
Brian Landers, Mayor
300 La Crosse Street
Wisconsin Dells, WI 53965**

Date of Issuance: 12-08-2017

MSA Project No.: 00085080

This is an amendment to the Agreement dated April 18, 2018 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

Project Name: Eddy Street Signal Design

The project scope has changed due to: Expansion of project limits to include complete reconstruction of Eddy Street from Broadway to La Crosse.

The scope of the work authorized is: See attached scope of engineering services

The schedule to perform the work is: Approximate Start Date: 12-11-2017
Approximate Completion Date: 03-02-2018

The estimated fee for the work: \$55,443.00

Authorization for the work described above shall amend the Agreement between MSA and the City. Any attachments or exhibits referenced in this Amendment are made part of the Agreement. Payment for these services will be on a time and materials basis.

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 Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

CITY OF WISCONSIN DELLS

MSA PROFESSIONAL SERVICES, INC.

Brian Landers
Mayor
Date: _____



Tim Mikonowicz
Senior Project Engineer
Date: 12-08-2017

Nancy Holzem
City Clerk
Date: _____



Chuck Bongard
Program Manager
Date: 12-08-2017

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

1230 South Boulevard
Baraboo, Wisconsin 53913
Phone: (608) 356-2771

CONTRACT AMENDMENT #1 - SCOPE OF SERVICES-ENGINEERING

Original MSA Project #00085080
Eddy Street Reconstruction Project
City of Wisconsin Dells

Project Description

The original City/MSA project consisted of improvements to the Broadway and Eddy Street intersection that included: installation of traffic signals, pedestrian cross walks on the east and west side of the intersection, minor improvements to the storm sewer and associated reroutes, pavement removal and replacement, and pavement markings. The City, subsequently has expressed an interest in conducting a complete reconstruction of Eddy Street from Broadway south to the La Crosse Street intersection. Contract Amendment #1 includes complete street and public utility reconstruction on Eddy Street from the intersection of Broadway to the intersection of La Crosse Street. Estimated centerline length of this portion of the project is 330 lineal feet. Amendment #1 fees have been estimated and services will be reimbursed on an hourly basis at the standard hourly rates attached hereto.

Design Phase Services (\$51,539)

- Inventory existing public utility structures as needed.
- Prepare 30% preliminary plan and profile drawings, including preliminary utility locations, storm sewer routing and general roadway configuration, and review with City staff.
- Review televising (or other City records) for sanitary and storm sewer systems and prepare plans for sanitary sewer and storm sewer replacement.
- Attend one meeting with City to review 30% preliminary design and cost estimates.
- Attend project walk-thru on site to review preliminary plans, public and private utility conflicts, and sidewalk and driveway requirements.
- Revise preliminary plans based on comments from meetings and correspondence with City staff.
- Provide preliminary plans to utility companies (gas, telephone, and cable TV) for comments related to conflicts or required relocations.
- Prepare project cost estimate with department allocation of costs based on preliminary design.
- Attend one meeting with City Staff to review 90% design and cost estimates, gather staff input and make recommendations.
- Prepare final plans based on comments.
- Attend and conduct one Public Information Meeting to review project and solicit comments/concerns. (*Optional, upon request from City staff as required*)
- Prepare WDNR submittals for water main and sanitary sewer construction permits.
- Prepare a Storm Water Management and Erosion Control Plan and Construction Site Notice of Intent (including \$140 submittal fee) and submit to WDNR.
- Preparation of Project Manual including specifications and bidding documents.
- Prepare updated cost estimate based on final design.

- Forward final plans, specifications and cost estimate to City and Utilities for review and comment.
- Prepare Advertisement for Bids and forward to City for publishing in official news paper (*advertising costs to be paid by the City*).
- Perform an internal Quality Assurance/Quality Control (QA/QC) plan and specification review.
- Project administration and correspondence.
- Reimbursables: Reproduction, Postage, Fax, UPS, GPS, Mileage.

Bidding Phase Services (\$3,904)

- Reproduce project plans and specifications (20 assumed).
- Distribute electronic plans/specifications to statewide "plan rooms".
- Solicit prospective bidders utilizing the Quest electronic bidding network.
- Correspondence with prospective bidders and material supplier questions during project advertising period.
- Prepare and distribute addenda to plan holders (two assumed)
- Review bids and prepare bid tabulation.
- Prepare letter of recommendation and Notice of Award.
- Attend one Council meeting to present bid results and recommend award (as requested).
- Prepare and administer construction contracts.
- Reimbursables: Reproduction, Postage, Fax, UPS, Mileage.

Construction Phase Services (Not included with Amendment #1, however, services are available upon request post – bidding)

**ATTACHMENT A:
RATE SCHEDULE
MARCH 2017/2018***

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Architects.....	\$127-\$165/hr.
Clerical	\$60-\$88/hr.
CAD Technician.....	\$62-\$110/hr.
Geographic Information Systems (GIS).....	\$78-\$135/hr.
Housing Administration.....	\$64-\$111/hr.
Hydrogeologists.....	\$118-\$142/hr.
Planners	\$95-\$151/hr.
Principals.....	\$155-\$200/hr.
Professional Engineers.....	\$100-\$200/hr.
Project Manager	\$75-\$180/hr.
Professional Land Surveyors.....	\$90-\$157/hr.
Staff Engineers	\$82-\$120/hr.
Technicians	\$76-\$114/hr.
Wastewater Treatment Plant Operator.....	\$70-\$85/hr.
 <u>REIMBURSABLE EXPENSES</u>	
Copies/Prints	Rate based on volume
Fax	\$1.00/page
GPS Equipment.....	\$40/hour
Mailing/UPS.....	At cost
Automobile Mileage – (currently \$0.54/mile).....	Rate set by Fed. Gov.
MSA Truck Mileage	\$0.70/mile
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter.....	\$100/day
PC/CADD Machine.....	Included in labor rates
Robotics Geodimeter.....	\$30/hour
Stakes/Lath/Rods	At cost
Total Station	Included in labor rates
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing.....	At cost

* Labor rates represent an average or range for a particular job classification. These rates are in effect until January 1, 2018. After January 1, 2018, these rates may increase by not more than 5% per year.

ORIGINAL SERVICE AGREEMENT

2017-5080.0



Professional Services Agreement

PROFESSIONAL SERVICES

More ideas. Better solutions.

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

Project Name: Eddy Street Signal Design

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

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

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

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

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

CITY OF WISCONSIN DELLS

MSA PROFESSIONAL SERVICES, INC.

Signature of Brian Landers

Signature of Kevin J. Ruhland

Brian Landers

Kevin J. Ruhland

Mayor

Team Leader

Date: 4/18/2017

Date: 4-12-17

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

Signature of Nancy R. Holzem

Signature of Michael J. Statz

Clerk Name: Nancy R. Holzem

Michael J. Statz

Date: April 18, 2017

Program Manager

Date: 4-12-17

300 LaCrosse Street
Wisconsin Dells, WI 53985
Phone: 608-254-2012

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

Spans
2-lane
signal

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

- LAR as option
↳ Discuss w/ DOT
↳ Hank @ Eddy?
↳ Close?
→ Move Oak Signal to Elm

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

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

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

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

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

Task 1A – Field Survey

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

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

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

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

Task 1B – Traffic and Pedestrian Crossing Alternatives Analysis

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

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

For the purposes of this scope and estimate, it is assumed that the final signal design includes the following design elements and assumptions. If Task 1B determines an alternative solution as the final design, a contract amendment to address additional scope elements will be discussed if necessary.

1. The signal installation will be a retrofit project, with minimal geometric changes to accommodate one pedestrian crossing of Broadway at the intersection. MSA will prepare traffic signal plans for the intersection of Broadway & Eddy Street. Plans will include a plan view sheet, sequence of operations chart, cable routing sheet, and pavement marking and permanent signage plan. Additional details for curb ramps, minor sidewalk and curb replacement, and pavement replacement (to remove the in-pavement lighting system and install new conduit) are included.
2. Pavement Markings will include the restriping of Eddy Street and one pedestrian crossing of Broadway at Eddy Street. On-Street parking along Eddy Street will be restriped as necessary, but no physical reconstruction of Eddy Street is included at this time.
3. Some of the decorative fence on the southeast corner of the intersection will be removed, and either the removed fence can be salvaged and reinstalled, or the City can provide plans for the previous installation as a basis for any new railing. Removal, replacement, or design of the planter boxes along the north side of Broadway are not included and are assumed to remain.

4. Traffic control will be handled using WisDOT Standard Detail Drawings. One lane of traffic will remain open at all times during construction. Upon completion of the plans, MSA will provide the plans to the City of Wisconsin Dells and to WisDOT for review and comment.
5. Plan preparation will also include coordination with the electric utility regarding providing a power supply to the new traffic signal. Changes to the street lighting are also anticipated, and coordination of those removals, relocations, or combinations with traffic signal poles are included in the plans.

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

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

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

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

Task 1C – Bidding Services

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

It is assumed that the bid letting will be held in late Summer/Early Fall of 2017, with construction beginning after Labor Day 2017. Completion of the underground construction is recommended to be prior to November 17, 2017. Above ground construction and final punch list items should be completed prior to May 18, 2018.

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

Task 1D – Signal Timing Plans and WisDOT Coordination

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

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

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

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

Future Tasks for Consideration

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

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

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

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

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

1. The Duchess Plaza on north Oak Street is in place and will remain long term.
2. Traffic analysis assumes the updated traffic volumes are a reasonable reflection of future conditions. No new development or redevelopment is considered as part of the analysis.
3. Analysis will consider one time period for each/any alternative analyzed – Peak summer traffic conditions.
4. All analyses assume four traffic signals installed on Broadway – Eddy Street, River/Superior Street, Oak Street, & Elm Street.

5. All analyses assume two vehicle travel lanes in both the east and west directions on Broadway as well as one bike lane in each direction.
6. Model output will report Level-of-Service by movement for each of the four study intersections identified in item 4 above. Reporting will also include average delay and 95% queue lengths per the Highway Capacity Manual.

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

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

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

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

Meetings & Coordination

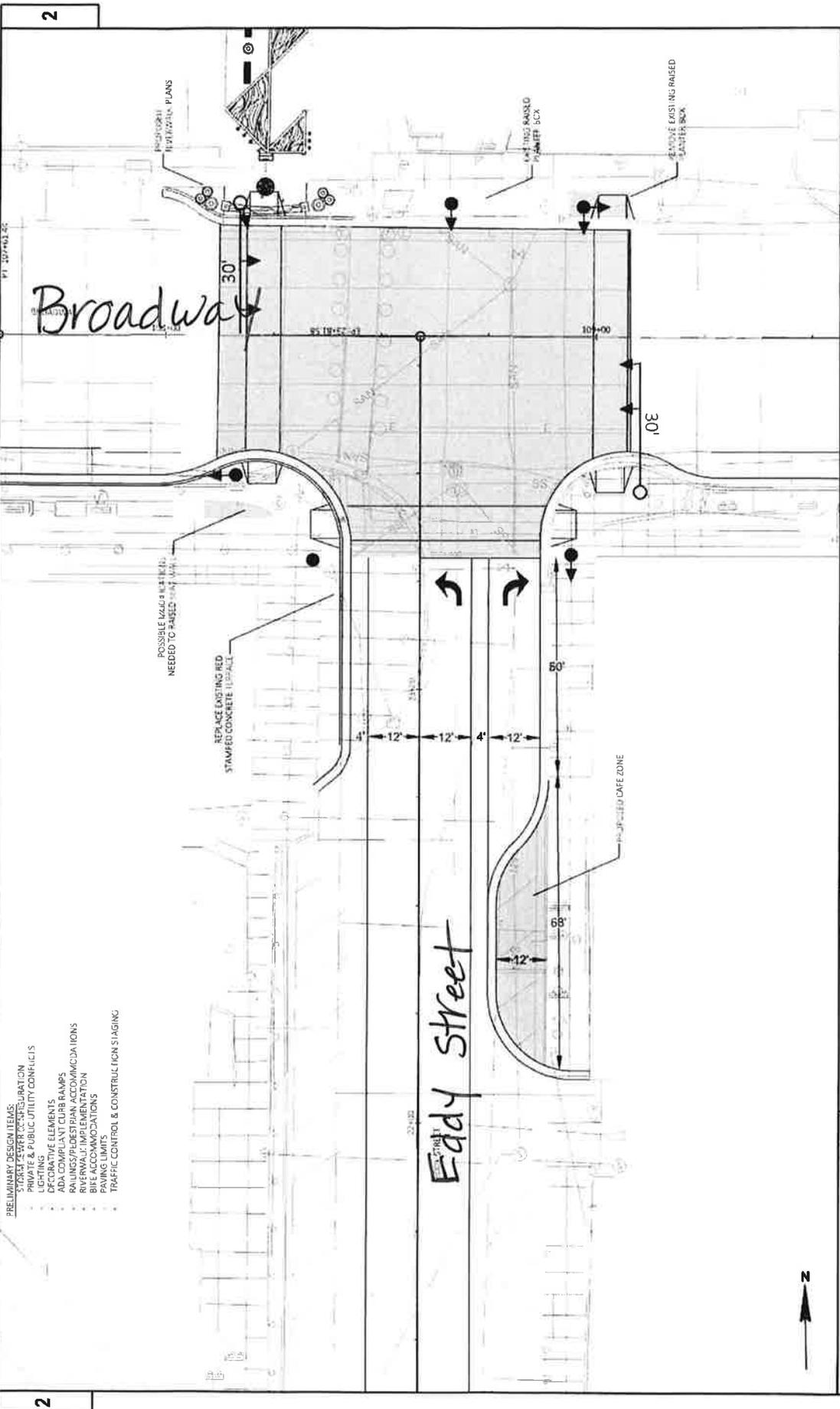
Throughout each of these Tasks, MSA will be available to attend City Public Works or Council meetings to specifically address the downtown projects. In addition, MSA will likely need to attend multiple meetings with the City and/or WisDOT staff to review the design and study progress and address WisDOT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

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

-- END --

PRELIMINARY

2



- PRELIMINARY DESIGN ITEMS:
- STREET SWER CONFIGURATION
 - TRAFFIC & PUBLIC UTILITY CONFLICTS
 - LANDSCAPE
 - LIGHTING
 - DECORATIVE ELEMENTS
 - ADA COMPLIANT CURB RAMPS
 - RAILINGS/PEDESTRIAN ACCOMMODATIONS
 - RIVERWALK IMPLEMENTATION
 - BIKE ACCOMMODATIONS
 - LANDSCAPE
 - TRAFFIC CONTROL & CONSTRUCTION STAGING

PROJECT NO: 00085080
 COUNTY: COLUMBIA
 HWY: WIS 13/16
 SHEET E
 BROADWAY & EDDY STREET INTERSECTION

RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the Public Works Committee from their December 11, 2017 meeting;

IT APPROVES the revised force main route for the new Chula Vista lift station.

Brian L. Landers, Mayor

Nancy R. Holzem, City Clerk

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

DATE: October 26, 2017

TIME: 2:00 PM

PLACE: General Engineering Company

TABULATION OF BIDS
Employee Housing Lift Station
City of Wisconsin Dells, Adams County, WI

GENERAL ENGINEERING CO.
P.O. Box 340, 916 Silver Lake Dr.
Portage, WI 53901

CONTRACTOR:		Allen Steele Co. PO Box 430 Lake Delton, WI 53940	A-1 Excavating, Inc. PO Box 90 Bloomer, WI	Gerke Excavating 15341 STH 131 Tomah, WI 54660	Pember Companies N4449 489th St. Menomonie, WI			
APPROXIMATE TOTAL CONTRACT 1A & 1B		\$ 311,587.70	\$ 311,587.70	\$ 316,600.00	\$ 316,600.00	\$ 382,509.60	\$ 382,509.60	\$ 424,038.00
Allen Steele Co.			A-1 Excavating, Inc.	Gerke Excavating	Pember Companies			
Alt. A-Diff	\$ 311,587.70	\$ 7,675.00	\$ 316,600.00	\$ 26,550.00	\$ 382,509.60	\$ 150.00	\$ 424,038.00	
		\$ 319,262.70		\$ 343,150.00		\$ 382,659.60		
Alt. B-Diff.		\$ 30,600.00		\$ 30,600.00		\$ 14,000.00		
CV Only Costs	1B-(3-7)		\$ 16,274.60					
	1B-(12-17)		\$ 39,222.80					
	Total		\$ 55,497.40					
Split Portion			\$ 263,765.30					
			3					
City Portion of Split Costs			\$ 87,921.87					
CV Portion of Split Costs			\$ 175,843.73					
CV Total			\$ 231,340.83					
			\$ 319,262.70					

Split Costs Allocation	Bid Costs Allocation
\$ 87,921.87	27.54%
\$ 175,843.73	72.46%
\$ 319,262.70	100.00%

Chose to accept Alt. A (Installation of HDPE vs. PVC C900)
DWH_12/08/2017

RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the Public Works Committee from their December 11, 2017 meeting;

IT APPROVES placing Dells Boat Company Parking Lot line marking and signage on River Road after their Broadway parking lot access is closed off (required by D.O.T.) as part of the Eddy Street Signal project.

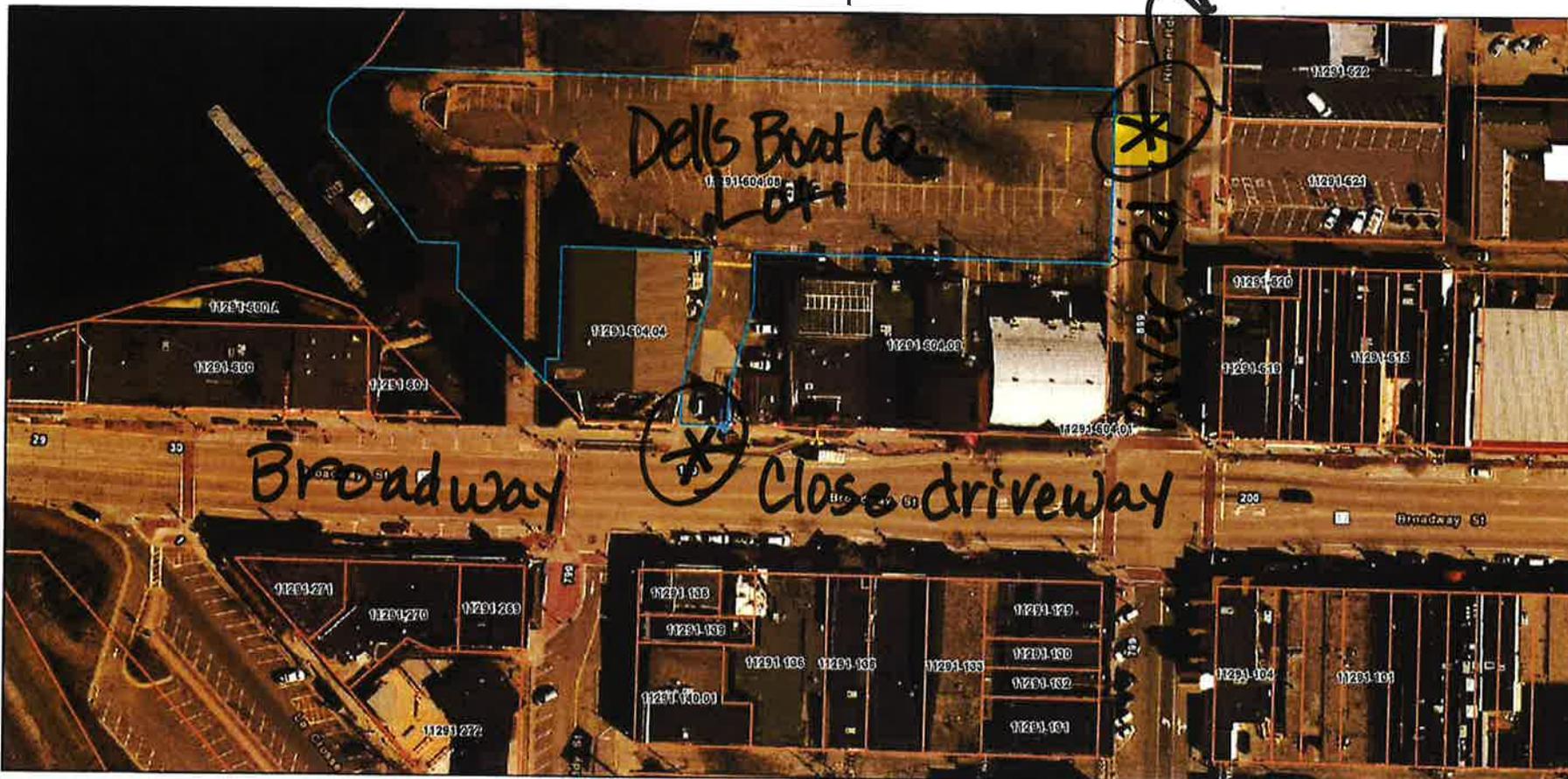
Brian L. Landers, Mayor

Nancy R. Holzem, City Clerk

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

Add Sign and
line markings

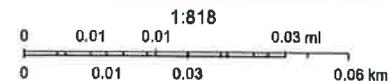
GIS Map



12/07/2017 10:53:23 AM

Columbia Co Properties

-  Preliminary (Review Incomplete)
-  City Boundary



Earl, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors,
Juneau County Wisconsin, Sauk County Land Information/GIS,
Sources: Earl, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/
Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User

ORDINANCE NO. A-820
(Adams County Rezoning Request – GTAM, LLC)

ITEM 18

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

SECTION I: PURPOSE

The purpose of this ordinance is to amend the zoning of certain Adams County parcels per the request of GTAM, LLC.

SECTION II: PROVISIONS AMENDED

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

SECTION III: PROPERTY REZONED

Adams County Tax Parcel 291-369-0010 and a portion of Adams County Tax Parcel 291-369-0000 are hereby rezoned from C-4 Commercial-Large Scale to Planned Development District (PDD)-1 Zoning District.

SECTION IV: VALIDITY

Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION V: CONFLICTING PROVISIONS REPEALED

All ordinances in conflict with any provisions of this ordinance are hereby repealed.

SECTION VI: EFFECTIVE DATE

This ordinance shall be in force from and after its introduction and publication as provided by statute.

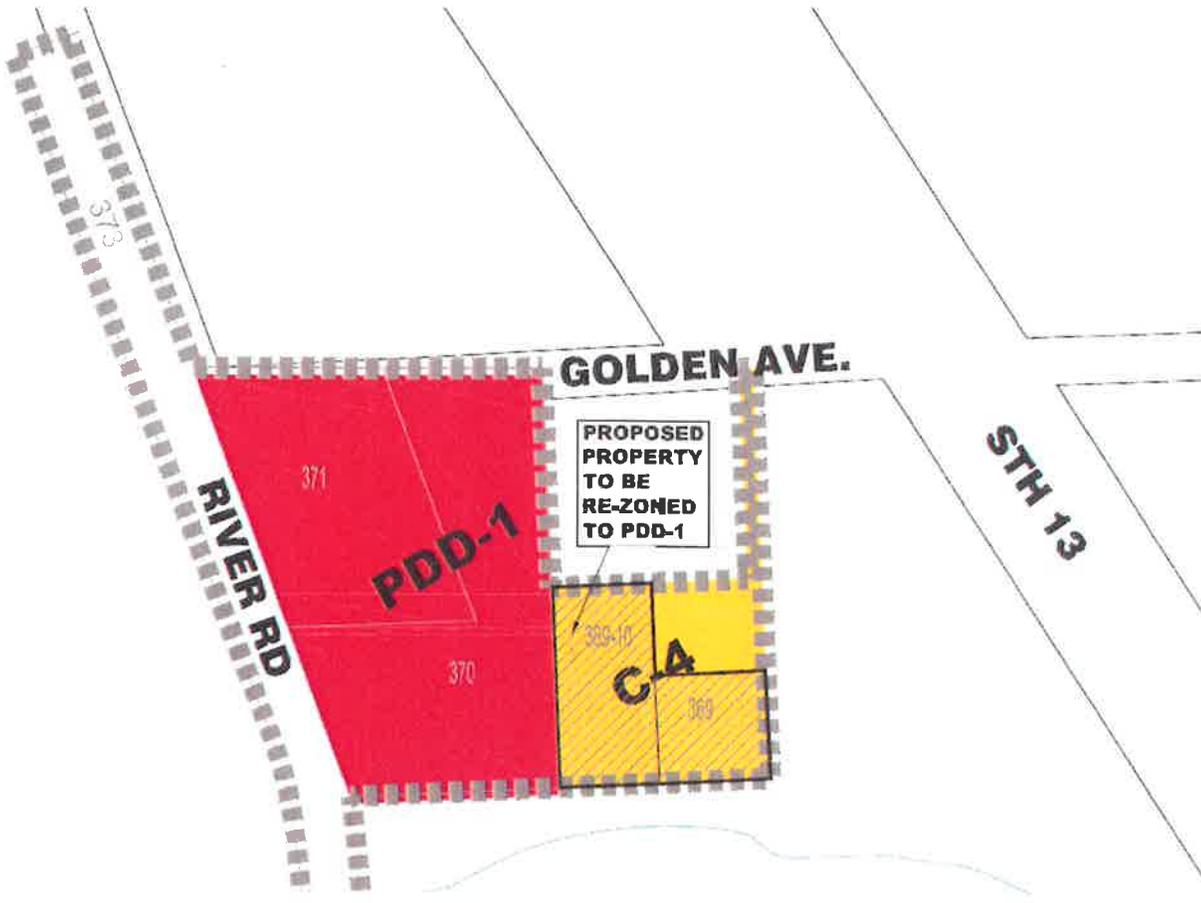
SECTION VII:

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

Brian L. Landers, Mayor

Nancy R. Holzem City Clerk

First Reading Passed: November 20, 2017
Second Reading Passed:
Published: November 30, 2017



GOLDEN AVE.

RIVER RD

STH 13

**PROPOSED
PROPERTY
TO BE
RE-ZONED
TO PDD-1**

PDD-1

CA

371

370

369-10

369

373

ORDINANCE NO. A-819
(Lot Area and Dimensional Standards)

ITEM 19

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

SECTION I: PURPOSE

This ordinance updates Lot Area and Dimensional Standards in the zoning code.

SECTION II: PROVISIONS REPEALED, RENUMBERED & AMENDED

Wisconsin Dells Code Sec. 19.661(g) is repealed
Wisconsin Dells Code Sec. 19.661(h) and (i) are renumbered
Wisconsin Dells Code Chapter 19 Exhibit 5.4 is amended

SECTION III: PROVISIONS AS REPEALED, RENUMBERED & AMENDED

19.661 Required yards

(1) Generally. Required front, side, and rear yards shall remain unobstructed from the ground to the sky, except that the following may be placed in the yard, provided they meet all other requirements:

- ~~(g)~~ **compost bins;**
- ~~(h)~~**(g)** clotheslines;
- ~~(i)~~ **(h)** similar structures.

“Exhibit 5.4 – Development Standards for Residential Zoning Districts.

Standard	R-1	R-2	R-3	R-5	R-9
Minimum lot width at front yard setback	85 feet; 100 feet on a corner lot	85 feet; 100 feet on a corner lot	65 60 feet	65 feet	65 feet
Minimum street frontage	40 feet	40 feet	40 feet	40 feet	40 feet
Maximum building height Principal building	35 feet	35 feet	Residential 6 units or less, 35 feet; residential 7 units or more 45 feet (1)	45 feet (1)	16 feet
Detached garage-nonresidential	n/a	n/a	n/a	n/a	n/a
Other accessory buildings, including garage residential	15 feet	15 feet	15 feet	15 feet	15 feet
Minimum setback for accessory building					
Side yard	2 feet	2 feet	2 feet	2 feet	See sec. 19.700
Rear yard	2 feet; 5 15 feet if a detached garage accesses an alley	2 feet; 5 15 feet if a detached garage	2 feet; 5 15 feet if a detached garage	2 feet; 5 15 feet if a detached garage	See sec. 19.700
Minimum setback for principal building					
Front yard	25 20 feet	None	20 feet	None	5 feet
Side yard	40 5 feet ; 10 feet if the parcel abuts a residentially zoned parcel; residential buildings shall comply with R-3 requirements	None; 10 feet if the parcel abuts a residentially-zoned parcel; residential buildings shall comply with R-3 requirements	10 feet; 20 feet if the parcel abuts a residentially-zoned parcel	None; 10 feet if the parcel abuts a residentially-zoned parcel; residential buildings shall comply with R-3 requirements	10 feet; 20 feet if the parcel abuts a residentially-zoned parcel
Rear yard	5 feet	10 feet; 5 feet if lot is adjacent to an alley or public way	10 feet; 5 feet if lot is adjacent to an alley or public way	10 feet; 5 feet if lot is adjacent to an alley or public way	10 feet; 5 feet if lot is adjacent to an alley or public way

SECTION IV: VALIDITY

Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION V: CONFLICTING PROVISIONS REPEALED

All ordinances in conflict with any provisions of this ordinance are hereby repealed.

SECTION VI: EFFECTIVE DATE

This ordinance shall be in force from and after its introduction and publication and as provided by statute.

SECTION VII: PART OF CODE

This ordinance becomes a part of Wisconsin Dells Code Chapter 19

Brian L. Landers, Mayor

Nancy R. Holzem, Clerk/Coordinator

First Reading: November 20, 2017

Second Reading:

Published: November 30, 2017