CITY OF WISCONSIN DELLS MEETING AGENDA

Meeting Description COMMON COUNCIL MEETING

Date: MONDAY, FEBRUARY 18, 2019 **Time:** 7:00PM **Location:** MUNICIPAL BUILDING COUNCIL CHAMBERS - 300 LA CROSSE STREET, WISCONSIN DELLS, WI

MAYOR	COUNCIL MEMBERS		
	FIRST DISTRICT	SECOND DISTRICT	THIRD DISTRICT
Edward Wojnicz	Jesse DeFosse	Mike Freel	Ben Anderson
	Brian Holzem	Terry Marshall	Dan Anchor

OPENING	
1	CALL TO ORDER & ROLL CALL
2	PLEDGE OF ALLEGIANCE
3	APPROVAL OF CONSENT AGENDA ITEMS: a. January 21, 2019 Common Council Meeting Minutes b. Schedule of Bills Payable dated February 18, 2019 c. Applications for Bartender Licenses
AGENDA ITEMS	
4	PUBLIC COMMENT/CITIZEN APPEARANCES FOR ANY NON-AGENDA ITEM
RESOLUTIONS	
5	RESOLUTION TO APPROVE RIVERWOOD EAGLE'S NEST SECOND EXTENDED & RESTATED DEVELOPMENT AGREEMENT
6	RESOLUTION TO APPROVE ADDITIONAL FUNDING FOR BOWMAN PARK PAVILION & PUBLIC RESTROOMS PROJECT
7	RESOLUTION TO APPROVE THE SCOPE OF SERVICES AGREEMENT WITH MSA PROFESSIONAL SERVICES FOR A TRAFFIC IMPACT ANALYSIS OF EXIT 87 – EXTENSION OF 2017 STUDY
8	RESOLUTION TO APPROVE TASK ORDER WITH MSA PROFESSION SERVICES TO COMPLETE A DNR GRANT APPLICATION FOR FUNDING TOWARDS A MULTI-USE PATH ON TROUT ROAD
9	RESOLUTION TO APPROVE OFFICIAL REQUEST SUBMITTED BY CHIEF OF POLICE OF INTENT TO PROHIBIT PERSONS FROM RIDING IN CARGO AREAS OF MOTOR VEHICLES MAY 17-19, 2019 (AUTOMOTION WEEKEND) , PER MUNICIPAL CODE SEC. 10.30(2)
10	RESOLUTION OF SUPPORT TO RESTORE PUBLIC ACCESS TO THE WISCONSIN RIVER ON COUNTY N
ORDINANCES	
11	SECOND READING OF PROPOSED ORDINANCE TO ADD YIELD SIGNS AT THE INTERSECTION OF CAPITAL & IOWA
12	FIRST READING OF PROPOSED ORDINANCE TO REZONE SAUK COUNTY PARCEL NO. 291-0026-12000 FROM C-4 COMMERCIAL LARGE SCALE TO C-3 COMMERCIAL HIGHWAY
13	FIRST READING OF PROPOSED ORDINANCE TO REGULATE COMMERCIAL QUADRICYCLES
14	FIRST READING OF PROPOSED ORDINANCE TO REDUCE THE NUMBER OF BUSINESS IMPROVEMENT DISTRICT (BID) COMMITTEE MEMBERS TO NINE STARTING WITH COMMITTEE APPOINTMENTS IN APRIL
CLOSING	
15	BUSINESS FOR REFERRAL TO COMMITTEES OR SUBSEQUENT MEETINGS
16	ADJOURNMENT

	NANCY R. HOLZEM
	CITY CLERK/COORDINATOR
	POSTED: 02/15/2019
	PLEASE BE ADVISED THAT UPON REASONABLE NOTICE, THE CITY OF WISCONSIN DELLS WILL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES TO AFFORD INDIVIDUALS WITH DISABILITIES AN EQUAL OPPORTUNITY TO PARTICIPATE IN MEETING ACTIVITIES.

ITEM 3c

CITY OF WISCONSIN DELLS
APPLICATION FOR OPERATOR'S (BARTENDER) LICENSE
Per Wis. SS 125.32(2) and 125.68(2)

FOR OFFICE USE ONLY

Current Licensing Period: July 1, 2018 to June 30, 2020 Amount Paid: $ 60.00 Receipt No. 67603

Council Date Granted: _____ Police Dept Verification: 2/8/19 By: BS

License #: _____ Date Issued: _____ Police Chief Recommendation: Approve: X Deny: _____

☒ New $60 (attach Beverage Server Training Certificate) ☐ Renewal $60

☐ Temporary $10 (limit 1 per year) Event Date(s) : _____

Name: Bloss (Last) Nickeisha (First) Kay-Marie (Middle)

Home Address: 110 Hill St. (Street) Rock Springs (City) WI (State) 53961 (Zip)

Mail License to (if different from Home Address): P.O. Box 83 (Street) Rock Spring (City) WI (State) 53961 (Zip)

Date of Birth: 06. 22. 1984 Drivers License # B-420-6318-4722-01 State WI

Phone Number: 608-495-4881

License to be used at (Name of Wisconsin Dells Business): Travel Mart - Broadway

Have you been convicted of any felony? (If Yes, per State Statute 125.04(5)(c) a license cannot be issued.) Yes ___ No ✓

Have you been convicted of any law or ordinance pertaining to the sale or consumption of alcohol? Yes ___ No ✓

Have you been convicted of any State, Federal or Local Charges (other than speeding tickets)? Yes ___ No ✓

Do you currently have any outstanding citations, parking tickets, and/or utilities owed to the City? Yes ___ No ✓

If you answered **yes** to any of the above questions, please list information below:

Date	Nature of Offense	County	State

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

Signature of Applicant: NBloss Date: 02. 05. 2019

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

Per Wis. SS 125.32(2) and 125.68(2)

FOR OFFICE USE ONLY

Current Licensing Period: July 1, 2018 to June 30, 2020 **Amount Paid: $** 60.00 **Receipt No.** 67649

Council Date Granted: _____ **Police Dept Verification:** 2/8/19 **By:** BS

License #: _____ **Date Issued:** _____ **Police Chief Recommendation: Approve:** ✓ **Deny:** _____

☒ **New $60 (attach Beverage Server Training Certificate)** ☐ **Renewal $60**

☐ **Temporary $10 (limit 1 per year) Event Date(s) :** _____

Name Gilson (Last) Gina (First) Tom (Middle)

Home Address 316 Capital st (Street) Wisconsin Dells (City) WI (State) 53965 (Zip)

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

Date of Birth: 03/06/1978 **Drivers License #** G425-2987-8586-00 **State** WI

Phone Number: 608 208-2885

License to be used at (Name of Wisconsin Dells Business): Broadway Travel Mart

Have you been convicted of any felony? (If Yes, per State Statute 125.04(5)(c) a license cannot be issued.) Yes ___ No ☒

Have you been convicted of any law or ordinance pertaining to the sale or consumption of alcohol? Yes ___ No ☒

Have you been convicted of any State, Federal or Local Charges (other than speeding tickets)? Yes ___ No ☒

Do you currently have any outstanding citations, parking tickets, and/or utilities owed to the City? Yes___ No ☒

If you answered **yes** to any of the above questions, please list information below:

Date	Nature of Offense	County	State

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

Signature of Applicant: Gina Gilson Date: 2/8/2019

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

Per Wis. SS 125.32(2) and 125.68(2)

FOR OFFICE USE ONLY

Current Licensing Period: July 1, 2018 to June 30, 2020 **Amount Paid: $** 60.00 **Receipt No.** 67310

Council Date Granted: _____ **Police Dept Verification:** -CH **By:** SB 1/11/19

License #: _____ **Date Issued:** _____ **Police Chief Recommendation: Approve:** X **Deny:** _____

☒ **New $60 (attach Beverage Server Training Certificate)** ☐ **Renewal $60**

☐ **Temporary $10 (limit 1 per year) Event Date(s) :** _____

Name LAVIN (Last) LAUREL (First) A (Middle)

Home Address 8406 EAGLE RIDGE (Street) SPRING GROVE (City) IL (State) 60081 (Zip)

Mail License to (if different from Home Address): 1120 EVERGREEN DR (Street) GRAND MARSH (City) WI (State) 53936 (Zip)

Date of Birth: 07/24/1957 **Drivers License #** L150 5215 7810 **State** IL

Phone Number: 815 353 0626

License to be used at (Name of Wisconsin Dells Business): BROADWAY TRAVEL MART

Have you been convicted of any felony? (If Yes, per State Statute 125.04(5)(c) a license cannot be issued.) Yes ___ No ✓

Have you been convicted of any law or ordinance pertaining to the sale or consumption of alcohol? Yes ___ No ✓

Have you been convicted of any State, Federal or Local Charges (other than speeding tickets)? Yes ___ No ✓

Do you currently have any outstanding citations, parking tickets, and/or utilities owed to the City? Yes ___ No ✓

If you answered **yes** to any of the above questions, please list information below:

Date	Nature of Offense	County	State

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

Signature of Applicant: Laurel Lavin **Date:** 1/7/19

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

Per Wis. SS 125.32(2) and 125.68(2)

FOR OFFICE USE ONLY

Current Licensing Period: July 1, 2018 to June 30, 2020 **Amount Paid: $** 60.00 **Receipt No.** 67631

Council Date Granted: _____ **Police Dept Verification:** 2/8/19 **By:** BS

License #: _____ **Date Issued:** _____ **Police Chief Recommendation: Approve:** ✓ **Deny:** _____

☒ **New $60 (attach Beverage Server Training Certificate)** ☐ **Renewal $60**

☐ **Temporary $10 (limit 1 per year) Event Date(s) :** _____

Name Lythjohan (Last) Tiffany (First) C (Middle)

Home Address 222 Broadway (Street) Wis Dells (City) WI (State) 53965 (Zip)

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

Date of Birth: 8-14-83 **Drivers License #** L325-8038-3794-05 **State** WI

Phone Number: 608-477-2332

License to be used at (Name of Wisconsin Dells Business): High Rock Cafe

Have you been convicted of any felony? (If Yes, per State Statute 125.04(5)(c) a license cannot be issued.) Yes ___ No X

Have you been convicted of any law or ordinance pertaining to the sale or consumption of alcohol? Yes ___ No X

Have you been convicted of any State, Federal or Local Charges (other than speeding tickets)? Yes ___ No X

Do you currently have any outstanding citations, parking tickets, and/or utilities owed to the City? Yes ___ No X

If you answered **yes** to any of the above questions, please list information below:

Date	Nature of Offense	County	State

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

Signature of Applicant: Tiffany Lythjohan Date: 2-7-19

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

Per Wis. SS 125.32(2) and 125.68(2)

FOR OFFICE USE ONLY

Current Licensing Period: July 1, 2018 to June 30, 2020 **Amount Paid: $** 60.00 **Receipt No.** 67470

Council Date Granted: _____ **Police Dept Verification** 1-25-19 **By:** JS

License #: _____ **Date Issued:** _____ **Police Chief Recommendation: Approve** X **Deny:** _____

☒ **New $60 (attach Beverage Server Training Certificate)** ☐ **Renewal $60**

☐ **Temporary $10 (limit 1 per year) Event Date(s) :** _____

Name VAZQUEZ (Last) RODOLFO (First) ADALID (Middle)

Home Address 415 6th. AVE. (Street) BARABOO (City) WI (State) 53913 (Zip)

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

Date of Birth: 12/22/1978 **Drivers License #** V220-7217-8462-01 **State** WI

Phone Number: 845-326-3494

License to be used at (Name of Wisconsin Dells Business): SAN ANTONIO MEXICAN REST.
DBA: EL REY BAR + GRILL

Have you been convicted of any felony? (If Yes, per State Statute 125.04(5)(c) a license cannot be issued.) Yes ___ No ✓

Have you been convicted of any law or ordinance pertaining to the sale or consumption of alcohol? Yes ___ No ✓

Have you been convicted of any State, Federal or Local Charges (other than speeding tickets)? Yes ___ No ✓

Do you currently have any outstanding citations, parking tickets, and/or utilities owed to the City? Yes___ No ✓

If you answered **yes** to any of the above questions, please list information below:

Date	Nature of Offense	County	State

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

Signature of Applicant: _____ Date: 01/24/19

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

Per Wis. SS 125.32(2) and 125.68(2)

FOR OFFICE USE ONLY

Current Licensing Period: July 1, 2018 to June 30, 2020 **Amount Paid: $** 60.00 **Receipt No.** 67423

Council Date Granted: _____ **Police Dept Verification:** 1-21-19 **By:** JS

License #: _____ **Date Issued:** _____ **Police Chief Recommendation: Approve:** _____ **Deny:** X

☐ **New $60 (attach Beverage Server Training Certificate)** ☒ **Renewal $60**

☐ **Temporary $10 (limit 1 per year) Event Date(s) :** _____

Name Zimmerman (Last) Carla (First) S (Middle)

Home Address N9938 W Lynne AVE (Street) Necedah (City) Wi (State) 54646 (Zip)

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

Date of Birth: 11/11/65 **Drivers License #** 2565-7176-5911-01 **State** WI

Phone Number: (608) 548-7718

License to be used at (Name of Wisconsin Dells Business): River Walk

Have you been convicted of any felony? (If Yes, per State Statute 125.04(5)(c) a license cannot be issued.) Yes ___ No X

Have you been convicted of any law or ordinance pertaining to the sale or consumption of alcohol? Yes ___ No X

Have you been convicted of any State, Federal or Local Charges (other than speeding tickets)? Yes ___ No X

Do you currently have any outstanding citations, parking tickets, and/or utilities owed to the City? Yes ___ No X

If you answered **yes** to any of the above questions, please list information below:

Date	Nature of Offense	County	State

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

Signature of Applicant Carla Zimmerman **Date:** 1/18/2019

ITEM 5

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 February 18, 2019 meeting,

IT APPROVES the Riverwood Eagle's Nest Second Extended & Restated Development Agreement.

_____
Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ayes, _____nays ____ abs.
Date Introduced: February 18, 2019
Date Passed:
Date Published:

Prepared February 13, 2019
Approved February _____, 2019

Riverwood Eagle's Nest
2nd Extended & Restated Development Agreement

This 2nd extended and restated Development Agreement is by and between the City of Wisconsin Dells, a Wisconsin Municipal Corporation (City) and Riverwood Eagle's Nest, LLC, a Wisconsin Limited Liability Company (Developer)

RECITALS

A. The City and Developer are parties to a certain Development Agreement and Master Plan dated August 4, 2017 (the 2017 Agreement), a copy of which is attached as **Exhibit 100**.

B. That 2017 Agreement covered the Riverwood Eagle's Nest project in general and Phase 1A in particular.

C. On or about May/June, 2018, the City and Developer entered into an Extended and Restated Development Agreement (the 2018 Agreement) which extended the 2017 Agreement to Phase 1B and restated and applied the 2017 Agreement to Phases 1A and 1B.

D. Subsequently the Developer requested that certain dates in the 2018 Agreement be modified and the City wished to reiterate and clarify Developer's obligation to install looped water main service in connection with Phase 1A of the project.

E. This 2nd Extended & Restated Development Agreement is designed to address the respective concerns of Developer and City and includes revised designations of Exhibits.

F. This 2nd Extended & Restated Development Agreement extinguishes the 2018 Agreement and amends and updates the original underlying 2017 Agreement.

AGREEMENT

1. Attached and incorporated by reference as **Exhibit 101** is a document captioned "Riverwood Eagle's Nest Phase 1A and B Zoning Use" which delineates the components of the phases subject to this agreement and approved by the City.

2. Attached and incorporated by reference as **Exhibits 102-105** respectively are the following sketches and diagrams regarding the project:

   102 Overall site plan showing location of Phase 1B.
   103 Phasing Diagram
   104 Phase 1B Independent Living Apartments RCAC-FLEX
   105 Overall Utility Plan

3. Attached and incorporated by reference is **Exhibit 106** which sets forth the contingencies and recommendations applicable to Phase 1B, the GDP and Phase 1A.

4. The City's obligation to provide financial assistance to Developer is contingent on Developer meeting the following deadlines and requirements:

   a.) Not later than the following dates, the Developer shall present to the City an irrevocable, final unconditional and verified financing commitment from a lender satisfactory to the City which commitment shall be sufficient to cover all of the Phase 1A and Phase 1B costs and expenses:

   Phase 1A – July 31, 2018 // Phase 1B – October 1, 2019

   b.) Not later than the following dates, Phase 1A and Phase 1B buildings and improvements shall be commenced:

   Phase 1A – May 15, 2019 // Phase 1B – January 1, 2020

   c.) Not later than the following dates, occupancy permits for the Phase 1A and Phase 1B buildings and improvements shall be obtained:

   Phase 1A – February 15, 2020 // Phase 1B – December 31, 2020; and,

   d.) No site work or construction related to Phase 1A or Phase 1B improvements may be commenced without: i.) all required government permits and approvals; and, ii.) the City's acknowledged receipt and acceptance of the required financing commitment for the specific phase.

5. The City's financial assistance for Phase 1A and Phase 1B shall be as follows:

   a.) Phase 1A. The projected Tax Increment Value of Phase 1A, when completed, is $9.5 million. The City shall pay Developer a total tax increment contribution which will be the lesser of $1.425 million or 15% of the added tax increment value of Phase 1A. Assuming timely commencement and completion, first 1A incentive payment: September, 2021.

   b.) Phase 1B. The projected Tax Increment Value of Phase 1B, when completed, is $9 million. The City shall pay Developer a total tax increment contribution which will be the lesser of $1.35 million or 15% of the added tax increment value of Phase 1B. Assuming timely commencement and completion, first 1B incentive payment: September, 2022.

c.) The amounts of the annual payments for Phase 1A and Phase 1B respectively shall be 90% of the tax increment revenue received by the City in that year with respect to the Phase 1A or 1B project.

d.) The total tax increment contribution for Phase 1A and Phase 1B shall be paid annually for 10 years or until paid in full whichever occurs first. No payments will be made after 10 years.

e.) Phase 1A and Phase 1B will be subject to separate payments and separate 10 year terms.

6. The independent living duplexes, consisting of 13 buildings and 26 units, will be constructed consistent with market demand on lands that are not in the tax increment district. The duplex improvements will not be counted toward the Phase 1A and Phase 1B tax increment value. The value(s) of the duplexes shall be ascertained and kept separate.

7. As a precondition of the City's obligation to pay annual tax increment revenue payments:

a.) Developer shall have an occupancy permit timely obtained by the City for the complete phase for which payment will be made.

b.) Developer shall, at all times during the term of the extended and restated development agreement and the Phase 1A and Phase 1B payment periods, keep and maintain or cause to be kept and maintained the property in good condition and repair, in a safe, clean and attractive condition, and free of all trash, litter, refuse and waste.

c.) Developer will comply with, and will cause the property to be in compliance with, all applicable federal, state, local and other laws, rules, regulations and ordinances including, without limitation, all environmental, building and property maintenance rules, regulations and ordinances.

d.) Developer shall not allow the property to become blighted and Developer shall make or cause to be made from time to time all necessary repairs to the premises so as to maintain the project in its intended use and usable form absent ordinary wear and tear.

8. The "Water Loop" provisions of this agreement are as follows:

a.) In this agreement the term "water loop project" means "portions of the water main extension from the Bauer street connection to the first isolation gate valve south of the Canadian Pacific Railway Company (CP) right-of-way."

b.) The Riverwood project shall include a water main loop installed at Developer's cost and expense and located, designed and engineered according to City specifications and directions; and, subject to the public let provisions of Wis. Stat. sec. 62.15.

c.) Not later than May 15, 2019 Developer shall have and provide evidence of permission from CP to install and maintain a crossing of its facilities for such purpose. The occupancy permit for Phase 1A improvements shall not be issued by the City to the Developer unless the water main loop is installed and operable consistent with City requirements.

d.) The costs of the water loop installation project, including all design, engineering and permitting, shall be paid as follows: Developer shall submit invoices to the City which the City will pay after City is satisfied that the materials, equipment and work invoiced is satisfactory. Upon completion of the project and its dedication to and complete acceptance by the City, the City will compute the cost of the expense paid or payable by the City and bill that amount to the Developer which amount the Developer shall pay in full within forty-five (45) days. If payment is not made within forty-five (45) days the unpaid amount shall be levied as a special assessment against Developer's property.

e.) The special assessment shall bear interest at the City's then current borrowing costs plus 1%(interest rate) The special assessment shall be levied pursuant to Wis. Stat. sec. 66.0703 and applicable City Ordinances and shall be payable in two annual installments plus interest at the interest rate described herein. The special assessment shall be a lien against the property and run with the land.

f.) Assuming timely commencement and completion of the water loop project, the special assessment will be levied in tax years 2020 and 2021.

g.) In consideration of the terms and conditions of this Agreement, Developer hereby waives, pursuant to Wis. Stat. sec. 66.0703, any and all requirements of the Wisconsin Statutes which must be met prior to the imposition of a special assessment (including but not limited to the

notice and hearing requirements of Wis. Stat. secs. 66.0703(4) through (7), and agrees that the City may proceed immediately to levy the special assessment in the amount and on the terms and conditions set forth in this Agreement. Developer further waives its rights to appeal from the special assessment and stipulates that the amount of the special assessment levied against the Developer property has been determined on a reasonable basis, and that the benefits to the Developer property from the proposed improvements exceed the amount of the special assessment against the Developer property. In addition, Developer waives its appeal rights under Wis. Stat. sec. 66.0703(12) and agrees to the terms of the payment set forth in this Agreement.

9. All other terms of the 2017 Development Agreement/Master Plan are extended, restated and applied to Phase 1A and 1B jointly and severally.

CITY OF WISCONSIN DELLS

Dated: _____, 2019. _____
Edward Wojnicz, Mayor

Dated: _____, 2019. _____
Nancy R. Holzem, Clerk/Coordinator

RIVERWOOD EAGLE'S NEST, LLC

Dated: _____, 2019. By:_____
its: _____

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

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

RECITALS

City and Developer acknowledge the following:

A. Developer owns the following described real property located in the City: See Exhibit A attached.

B. The City has created Tax Increment No. 3 District (District) pursuant to Wis. Stat. sec. 66.1105 and approved and amended a plan for the development of the district (District Plan and Amended Plan).

C. The specific property subject to this agreement, the site of Phase 1A, Tax Parcel #291-2200-1903, is located within the boundaries of the district. (The Property)

D. Subject to obtaining the financial assistance set forth in this agreement, Developer intends to develop a senior living community that will provide assisted care, memory care and independent living.

E. Development of the senior living community will enhance the tax base of and provide other benefits to the City and is consistent with the District Plan and Amended Plan.

F. The City desires to encourage economic development, to expand its tax base and to create new jobs within the City, the district and the property.

G. The City finds that the development of Developer's property and the fulfillment of the terms and conditions of this Agreement are in the best interests of the City

Ex 100

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

H. The development of the senior living community would not occur without the financial assistance to be provided to the Developer as set forth in this Agreement.

I. The City, pursuant to Common Council action, has approved this Agreement and authorized its execution by the Mayor and Clerk/Coordinator on the City's behalf.

J. The Developer has approved this Agreement and authorized its execution by authorized agents on the Developer's behalf.

AGREEMENTS

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

SECTION 1. Project Description.

1. Developer will design and construct, in phases, a senior living community in accordance with all applicable State and City zoning, building codes, ordinance regulations and stormwater requirements.

2. Owner represents to the City that the development of the senior living community without the benefits provided by the City to the Developer pursuant to this agreement would not be financially viable and that but for such assistance Developer would not proceed with the development as currently contemplated.

3. The Senior Living Community shall be developed in phases as follows: See attached Exhibit B.

4. This Agreement covers Phase 1A. It is mutually agreed that future phases 1B, 2 and 3 will use the terms outlined in SECTION 4 of this Agreement.

5. This Agreement covers development on Tax Parcel #11291-2200-1903.

6. Developer shall commence construction of the Phase 1A improvement on or before ___*___, 2017 and shall complete construction to a condition ready for occupancy on or before ____*___, 2018.

7. The Phase 1A project and improvements shall be as forth in the site plan attached as Exhibit C and subject to the City conditions and approvals set forth in Exhibit D, which also include PDD and GDP contingencies.

8. The Planned Development District and General Site Plan for the Senior Living Community is as depicted in Exhibit E.

SECTION 2. Developer Obligations.

1. Developer shall initiate, or cause to be initiated by third parties, Phase 1A of the project and complete with same in accordance with the Zoning Code and all other applicable City building codes, fire codes, ordinances, regulations and City approvals.

2. All project costs expended by Developer, including costs incurred before the date of this Agreement and which are eligible for funding pursuant to Wis. Stat. sec. 66.1105, are referred to as "Developer Costs". Developer costs shall include, without limitation, costs for the acquisition of land, construction of improvements, including hard and soft construction costs, professional fees, architectural fees, construction period interest, civil engineering fees, general contractor fees, infrastructure improvements, environmental remediation costs, demolition, public parking facilities, and the clearing, grading, and construction of the Project, and other costs permitted pursuant to Wis. Stat. sec. 66.1105.

3. The projected tax increment value of Phase 1A, when completed, shall be $9.5 million.

4. Developer consents and agrees to the following:

a. Roads. The roads within the Development shall remain privately owned and maintained.

b. Utility Mains. Any water and sanitary sewer mains within the Development will meet City standards, be dedicated to the City, be located within easements approved by the City and be recorded in the Columbia County Register of Deed's office. The water main will be looped.

c. Storm Water Management. The storm water management plan in the Site Plan review must not create adverse effects on the City streets, neighboring properties, or other facilities.

d. No Destination Commercial Uses. Commercial uses (such as restaurants) shall not be a principal use, or they may be restricted by the City if the City deems them to be creating a nuisance to the existing residential zones, including traffic or parking nuisance, or noise nuisance.

e. Buffer. The plans for the Site Plan review must show adequate berming or landscaping buffers between the Development and neighboring properties.

f. Nuisances. The Developer shall cooperate with the City to resolve any nuisances that may result from the Development.

5. Not later than ___*___, 2017 the Developer shall present to the City an irrevocable, final and unconditional financing commitment from a lender satisfactory to the City which commitment shall be sufficient to cover all of Developer's Phase 1A costs and expenses.

SECTION 3 City Obligations.

1. The City shall cooperate with the Developer throughout the preconstruction and construction periods and shall promptly review and/or process all submissions and applications.

2. Subject to all of the terms, covenants and conditions of this Agreement and as an inducement by the City to the Developer to construct Phase 1A of the Senior Living Community, the City will provide the financial assistance set forth in Section 5. The same terms, covenants and conditions of this Agreement will be used in an inducement by the City to the Developer to construct future Phases 1B, 2 and 3 of the Senior Living Community and will use the same terms set forth in SECTION 4.

3. The financial assistance is subject to the Developer obtaining City approvals, drawing plan specifications, variances or conditional uses and fulfilling the terms and conditions of the City's approvals.

SECTION 4. Financial Assistance.

1. In this section the following terms have the following meanings. Any undefined words or terms shall have the definitions used in state law.

   a. Contribution means the Tax Increment Revenue payment made to the Developer.

   b. Property Base Value means the equalized value of the Property upon the creation of TID #3 as of January 1, 2006 as certified by the State, which was $243,700.00.

   c. Tax Increment Value means the equalized value above the Property Base Value established for the Property as determined by the City assessor.

d. Tax Increment Revenue means the personal and real property tax revenue [(as defined in Wis. Stat. sec. 66.105(2)(1)] generated by the Tax Increment Value of the Project.

2. The City will provide contributions to the Developer as reimbursement for a portion of the Developer Costs as provided in this Agreement.

3. The City will provide contributions to the Developer solely from future Tax Increment Revenue from the Property as a reimbursement for Developer's costs.

4. The City's total payment of Tax Increment Revenue as a contribution towards development costs shall be fifteen percent (15%) of the Tax Increment Value of Phase 1A which is estimated to be $1.425 million.

5. For 10 years beginning in the tax year following completion and occupancy of Phase 1A, Tax Increment Revenue contributions will be provided to the Developer as follows: the City will pay the Developer ninety percent (90%) of the Tax Increment Revenue received by the City with respect to the Project in that year.

6. No contributions will be made until the property taxes have been paid on the property.

7. Contributions pursuant to this Agreement shall be made by September 1 each year. The contribution shall be a special and limited obligation of the City and not a general obligation.

8. Developer hereby acknowledges that, as a result of the special and limited nature of the City's obligation to pay the Contribution, Developer's recovery of the full amount of the Contribution depends on factors including, but not limited to, future mill rates, changes in the assessed value of the Project, the failure of the Project to generate the Tax Increment Revenue in the amount expected by

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

9. All debts owed to the City of Wisconsin Dells or Columbia County by the Developer including real estate and personal property taxes must be paid in full and timely to qualify for the incentive payment.

10. Existing TID #3 debt obligations have priority over contributions to Developer. Current TID #3 priority obligations are itemized in Exhibit F attached. All funds in the special fund of TID #3 will be used first to make the principal and interest payments due and only after the debt payments have been paid in full for any particular year shall funds in said special fund be used to pay any other project costs of TID #3.

11. If on any contribution payment date there are insufficient revenues to pay the amount due, the amount not paid shall accumulate and be payable on the next payment date until the contribution balance is paid in full or the agreement has expired or been terminated.

12. The contribution is a special limited revenue obligation and not a general obligation of the City and it payable by the City only from the collected tax increment generated from the project.

13. The contribution is not a general obligation of the City and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the contribution and no property or other asset of the City except the collected tax increment revenue is or shall be a source of the City's obligations.

14. The City's financial assistance for Phases 1B, 2 and 3 will be modeled on this SECTION 4.

SECTION 5. Tax Status.

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

SECTION 6. Improvements.

1. The Development will be designed, constructed and installed by Developer at Developer's sole cost and expense. All improvements shall be designed, constructed and installed in accordance with applicable City standards and engineering standards and specifications contained in the applicable City building codes. Where standards and/or specifications have not been expressly established by the City, all work shall be performed in accordance with established engineering practices as designated and approved by the City Engineer.

2. The water and sewer mains within the Development shall be known as the "Public Improvements". During the course of the construction of the Public Improvements, the City Engineer shall make or cause to be made such inspections as the City deems necessary to ensure compliance of the Public Improvements with the approved plans and specifications. After completion of all Public Improvements and prior to final acceptance of the Public Improvements, Developer shall make and provide to the City such documentation as the Director of Public Works may require including, without limitation, a master plan set of the original stamped and approved plans that show all red-lines and updates; and, all construction shall be GPS mapped and GIS cataloged in a master file set compatible with the City mapping system.

3. After the required Public Improvements have been installed and completed, and within 28 days after receiving written notice that Developer desired the City to inspect such Public Improvements, the City Engineer shall inspect the Public Improvements and, if acceptable to the City Engineer, the Common Council shall by resolution certify such Public Improvements as being in compliance with this Agreement and with the standards and plans and specifications of the City. Before obtaining certification of any such Public Improvements, Developer shall present to the City valid lien waivers from all entities providing materials or performing work on the Public Improvements.

4. Developer agrees to guarantee and warrant all of the Public Improvements for a period of one year from the date of final acceptance by the City of each phase of the Public Improvements completed by Developer. If any defect appears during the guarantee period, Developer agrees to replace the defective work or repair the defective work at its own expense to the standard provided in the approved plans and specifications. All guarantees or warranties for materials or workmanship which extend beyond the above guarantee period shall be assigned by Developer to the City as beneficiary. Other than this construction guaranty, all liability for the Public Improvements, and all obligations to maintain and repair such Public Improvements, shall rest with the City, and the recorded easements shall so state.

5. Easements. Developer shall grant and record, prior to the issuance of the first building permit for each Phase of the Development, a recordable easement to the City, over all roadways and paths in the Development, for emergency and municipal services, including garbage collection. Developer shall not construct City improvements in designated easement areas. If the City performs work in an

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

6. Fencing. Developer shall have the right to install fencing in appropriate locations in the Development to ensure the safety of residents and the public.

7. Consent to install utilities. To the extent needed, the City hereby consents to the installation of utilities under all road rights of way needed for the installation of utilities as shown on the final approved site plan.

8. Water/Sewer Fee. Developer shall not be required to pay for any water or sewage fees except for the normal usage fees and normal hookup fees which are uniformly charged to other users.

9. Carts. City agrees that the Developer may use, on its private roads, and on Bowman Road and other roads as defined in the future as "golf cart approved" roads, golf carts and other small utility carts, but subject to reasonable restrictions to address safety concerns. Implementation of this section may include, at the City's direction, appropriate street markings.

10. Inspections. Developer grants the right of entry on the lands within the Development to personnel or agents of the City to conduct inspections and monitor compliance with the provisions of this Development Agreement.

SECTION 8. Miscellaneous Terms.

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

2. Developer will not qualify for commencement of contributions related to Phase 1A unless construction is completed and an occupancy permit issued for the Phase 1A improvements prior to ____*____, 2018.

3. Amendment. This Agreement may be amended only by a written amendment instrument approved and executed by the City and Developer, or the then owner of the Developer's property.

4. Successors Bound. This Agreement shall be binding upon Developer and its heirs, successors and assigns in ownership to the Developer's Property, but if Developer still owns any portion of the Developer's Property, Developer alone shall be the only party able to sign an amendment, and no other purchasers or owner of part of the Development.

5. Severability. Any illegal or unenforceable provision of this Agreement will be severed and will not render invalid any remaining portions of this Agreement.

6. Written Notice. Any writing notification required under this Agreement shall be deemed to be served if it is personally delivered or sent by first class mail to the following:

To City:	City of Wisconsin Dells 300 La Crosse Street Wisconsin Dells, Wisconsin 53965 Attn: Karen Terry 608-254-2012
To Developer:	Riverwood Eagle's Nest 8001 Terrace Ave., Suite 202 Middleton, Wisconsin 53562 Attn: Steve Cohan 608-826-3450, ext. 622

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

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

8. Default. Upon any default hereunder, either party shall have all remedies available at law or equity as necessary to cure any default, except to the extent provided otherwise in the Developer's Agreement.

9. Benefits. The benefits of this Agreement to Developer are personal and shall not be assigned without the express written consent of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of Developer and shall be binding on the successors and assigns of Developer. There is no prohibition on the right of the City to assign its right under this Agreement.

10. Ownership Warranty. Developer hereby warrants that it is the owner of all of the Developer's Property.

11. Effective Date. This Agreement is entered into as of the day and year first written above.

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

CITY OF WISCONSIN DELLS

Dated: August 4, 2017.

Brian L. Landers, Mayor

Dated: August 4, 2017.

Nancy R. Holzem, Clerk/Administrative Coordinator

RIVERWOOD EAGLE'S NEST, LLC

Dated: August 4, 2017.

By: STEVEN COHAN

its: MANAGING MEMBER

STEVE Cohan Came Before me:
Date: 8-4-17
Jeffrey A. Zuttle
expires: 7-13-18

Legal Land Description and Tax Keys

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

A parcel of land located in part of Government Lot Five (5) and part of the Northwest Quarter of the Southeast Quarter and Block Thirteen (13), Ramsays Addition, all in Section 10, Township 13 North, Range 6 East, City of Wisconsin Dells, Columbia County, Wisconsin, which is bounded by a line described as follows: Commencing at the South one quarter corner of said Section 10; thence North 30°01'03" West, 758.29 feet to the Northeast corner of Columbia County Certified Survey Map No. 1306; thence North 89°50'58" West, 1007.44 feet along the North line of said CSM extended and on the South line of the recorded Riverwood Condominium Plat to a meander corner; thence North 06°31'54" East, 475.73 feet along a meander line for said Condominium Plat to a point on the North line of said Plat, 95 feet more or less, from the waters edge of the Wisconsin River; thence North 10°06'07" East, 443.15 feet along a meander line to a point 72 feet more or less from said water's edge; thence North 42°47'00" East, 563.94 feet along a meaner line; thence North 17°39'00" East. 50.03 feet along at meander line to a point which is 287 feet more or less from said water's edge and the point of beginning of this description; thence continuing along said meander line North 17°39'00" East, 642.75 feet to a point 319 feet more or less, from said water's edge; thence North 09°33'59" East, 285.73 feet along a meander line 305 feet more or less from said water's edge; thence North 42°24'21" West, 596.37 feet along a meander line 35 feet more or less from said water's edge; thence North 47°35'39" East, 50 feet to the South right of way of the Canadian Pacific Railroad; thence South 42°24'21" East, 1920 feet along said right of way; thence along the arc of a curve concave to the Northeast, a radius of 2914.70 feet (the chord of which bears South 44°07'46" East, 175.34 feet) a distance of 175.37 feet along said right of way; thence South 11°56'44" West, 181.41 feet along the West right of way of Bowman Road; thence North 74°19'10" West, 1305.02 feet to the point of beginning. Including all lands between the meander line and the Easterly Water's Edge of the Wisconsin River.

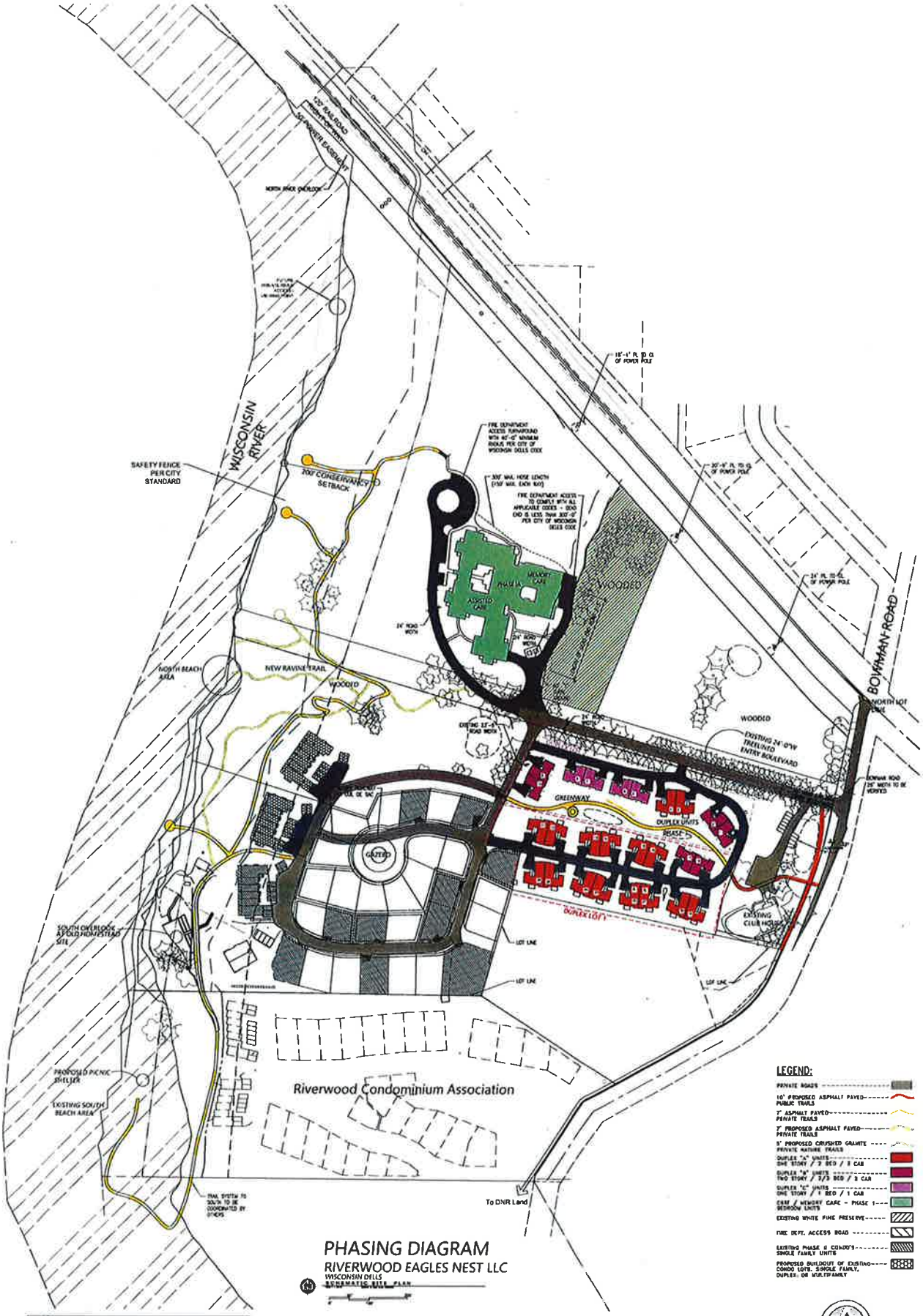
Ex A

EXHIBIT B

Senior Living Community Development Phases

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

Ex B



PHASING DIAGRAM

RIVERWOOD EAGLES NEST LLC

WISCONSIN DELLS

SCHEMATIC SITE PLAN

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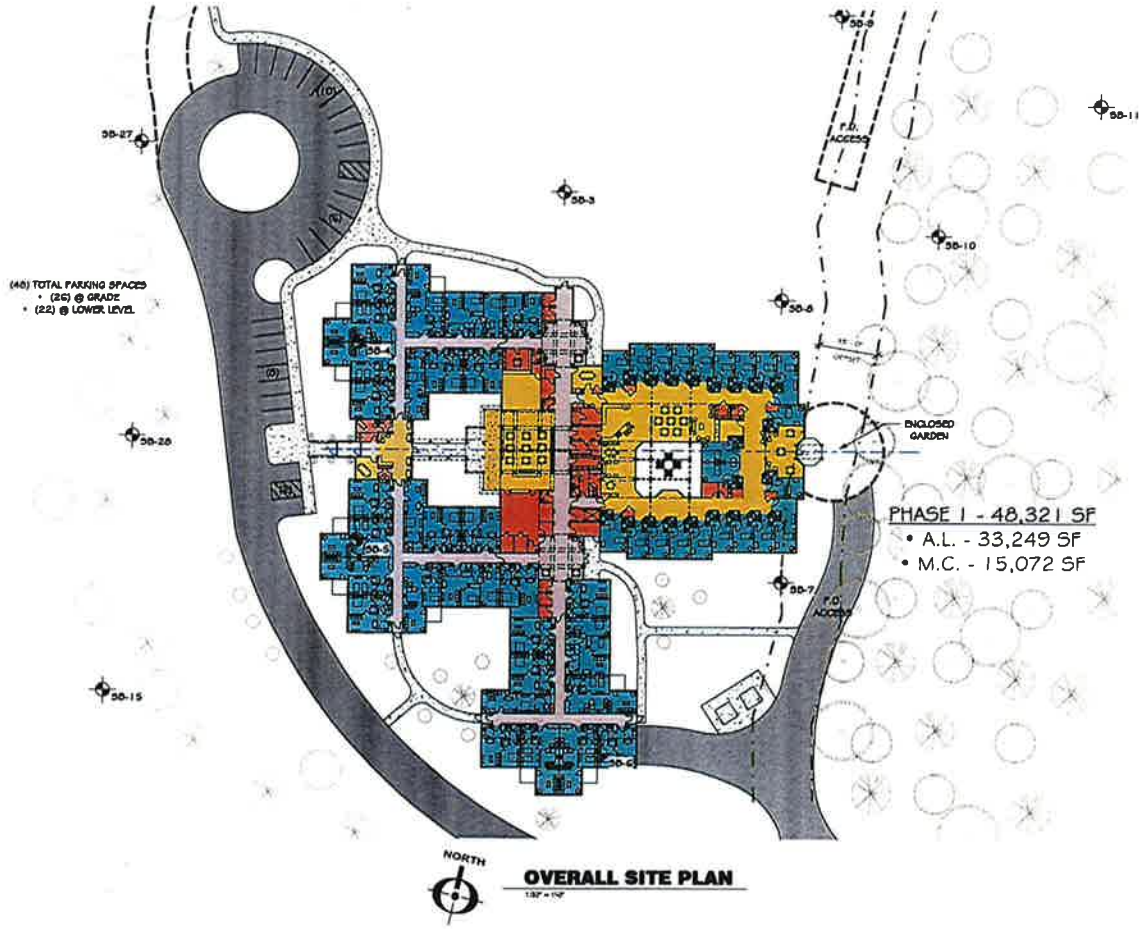
Ex C-1



OVERALL SITE PLAN

1:32" = 1'-0"

Ex C-2

RIVERWOOD EAGLE'S NEST	WISCONSIN DELLS, WI	3/31/17

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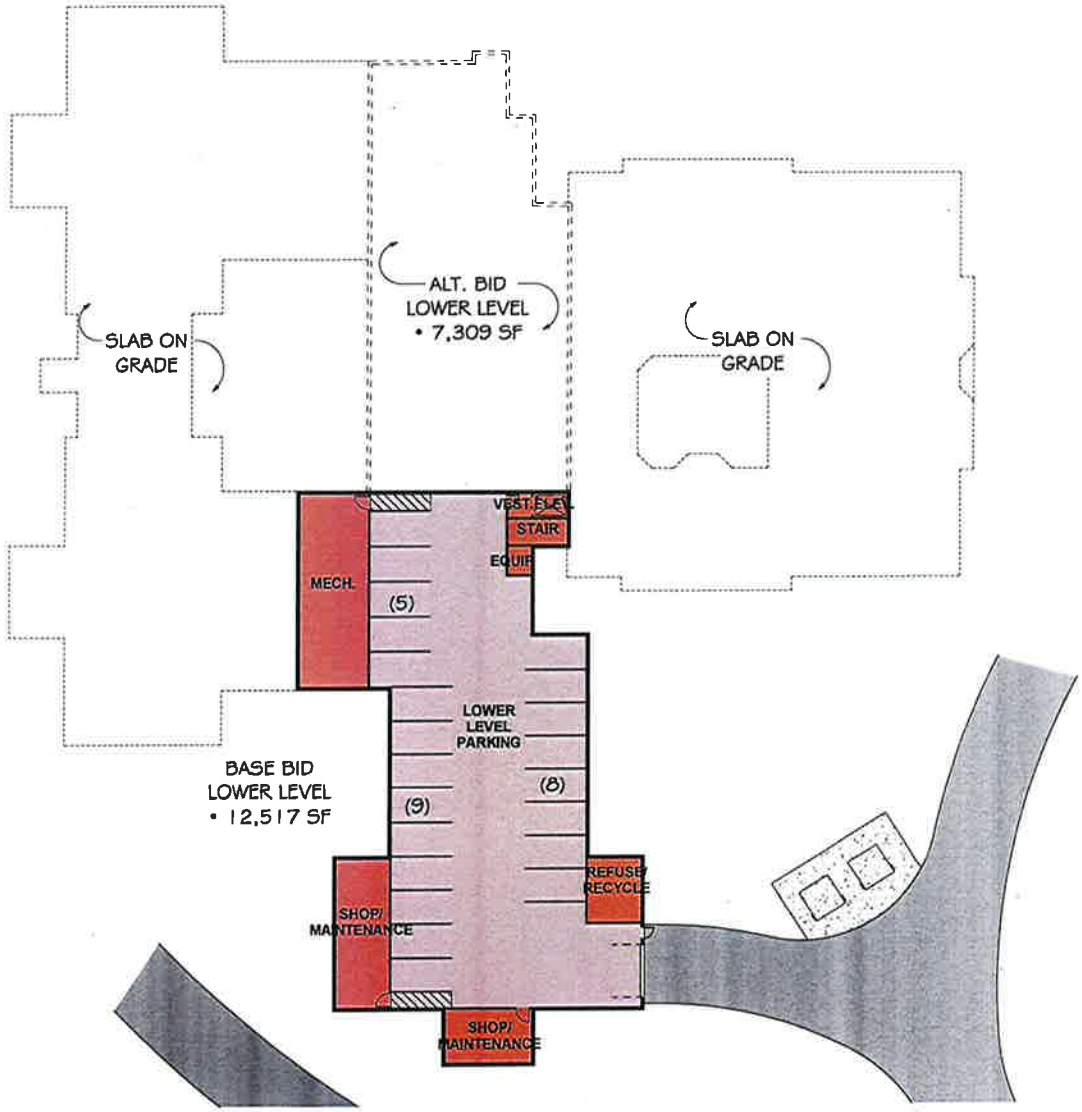

LOWER LEVEL PLAN

1/16" = 1'-0"

RIVERWOOD EAGLE'S NEST	WISCONSIN DELLS, WI	3/31/17

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Ex C-3

Exhibit D
Additional Contingencies

Approval of this PDD should come with the following contingencies:

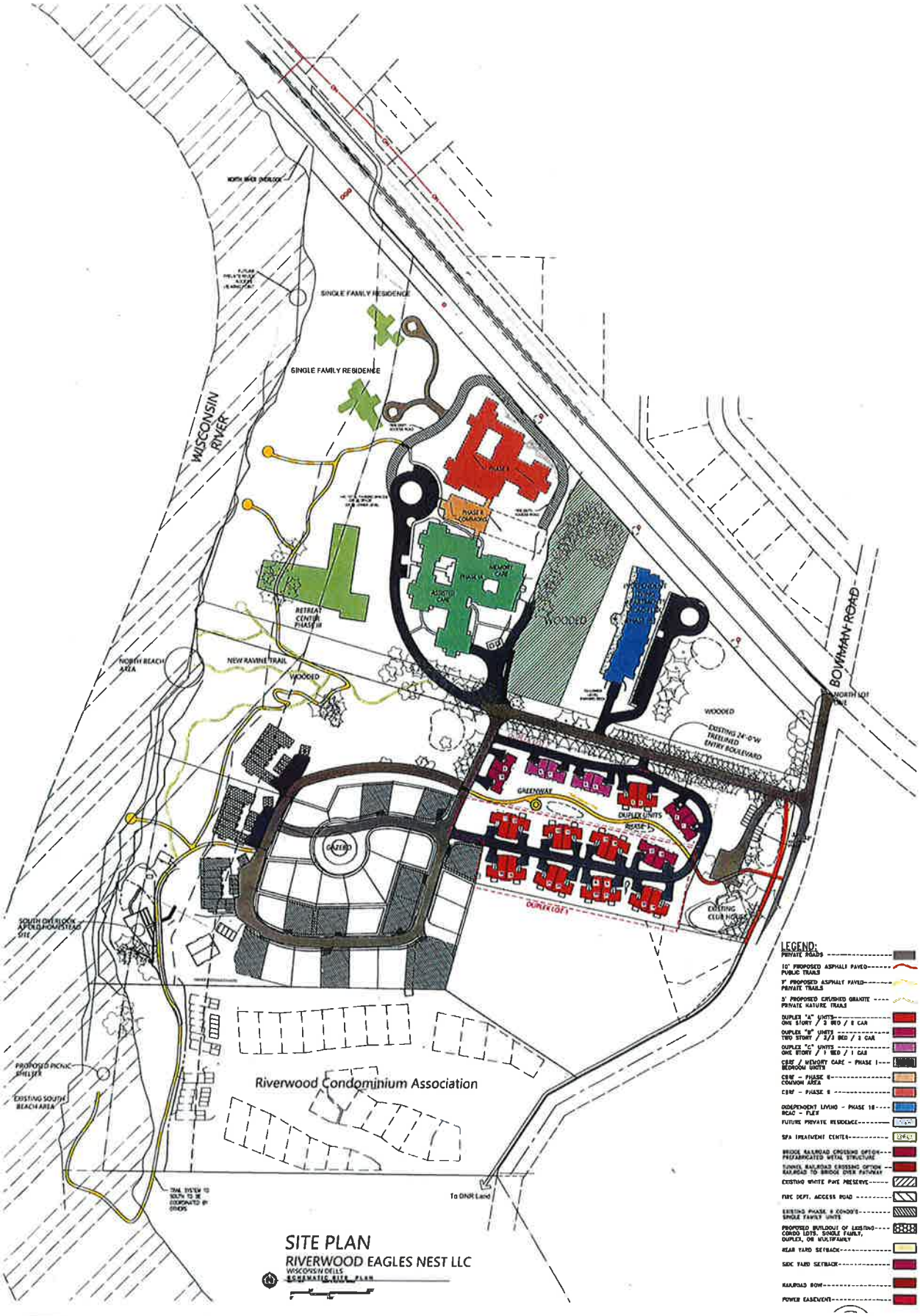
1. The roads within the development remain privately owned and maintained.
2. Any public utilities within the development meet City standards, are approved by the City, and utility easements approved by the City are recorded.
3. The access the facility is approved by Emergency response personnel.
4.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

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

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

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

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



SITE PLAN

RIVERWOOD EAGLES NEST LLC

WISCONSIN DELLS

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Ex E

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TID #3 Priority Debt Obligations

TID #3 Priority Debt:

2012 Electric Revenue Bonds - $2,305,000

2013 G.O. Notes - $1,600,000

2014 G.O. Notes - $850,000

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

Total TIF #3 = $18,330,000 as of 01/01/2018

Ex F

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

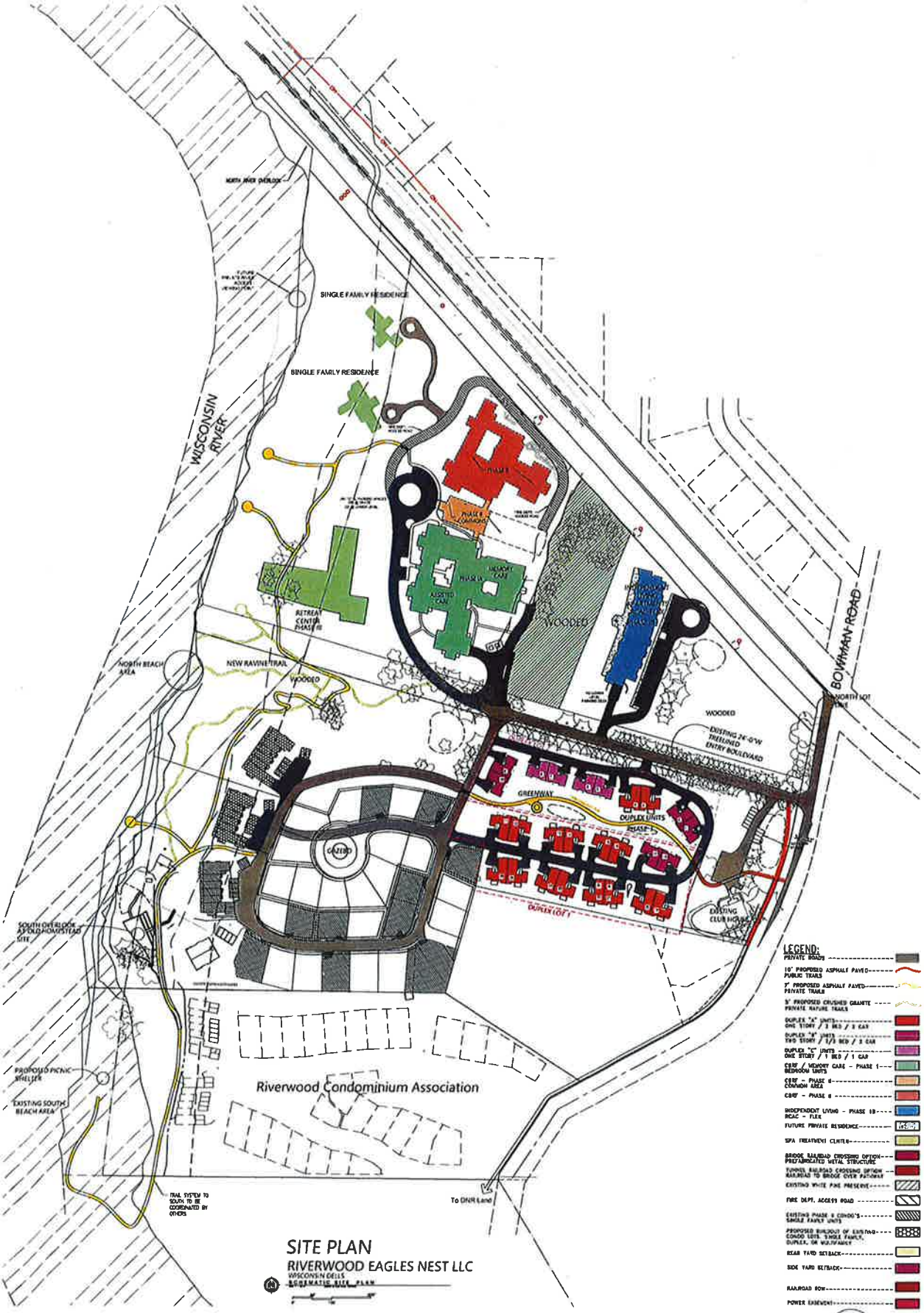
May 31, 2017

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

Ex 101

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

Ex 102



SITE PLAN

RIVERWOOD EAGLES NEST LLC

WISCONSIN DELLS

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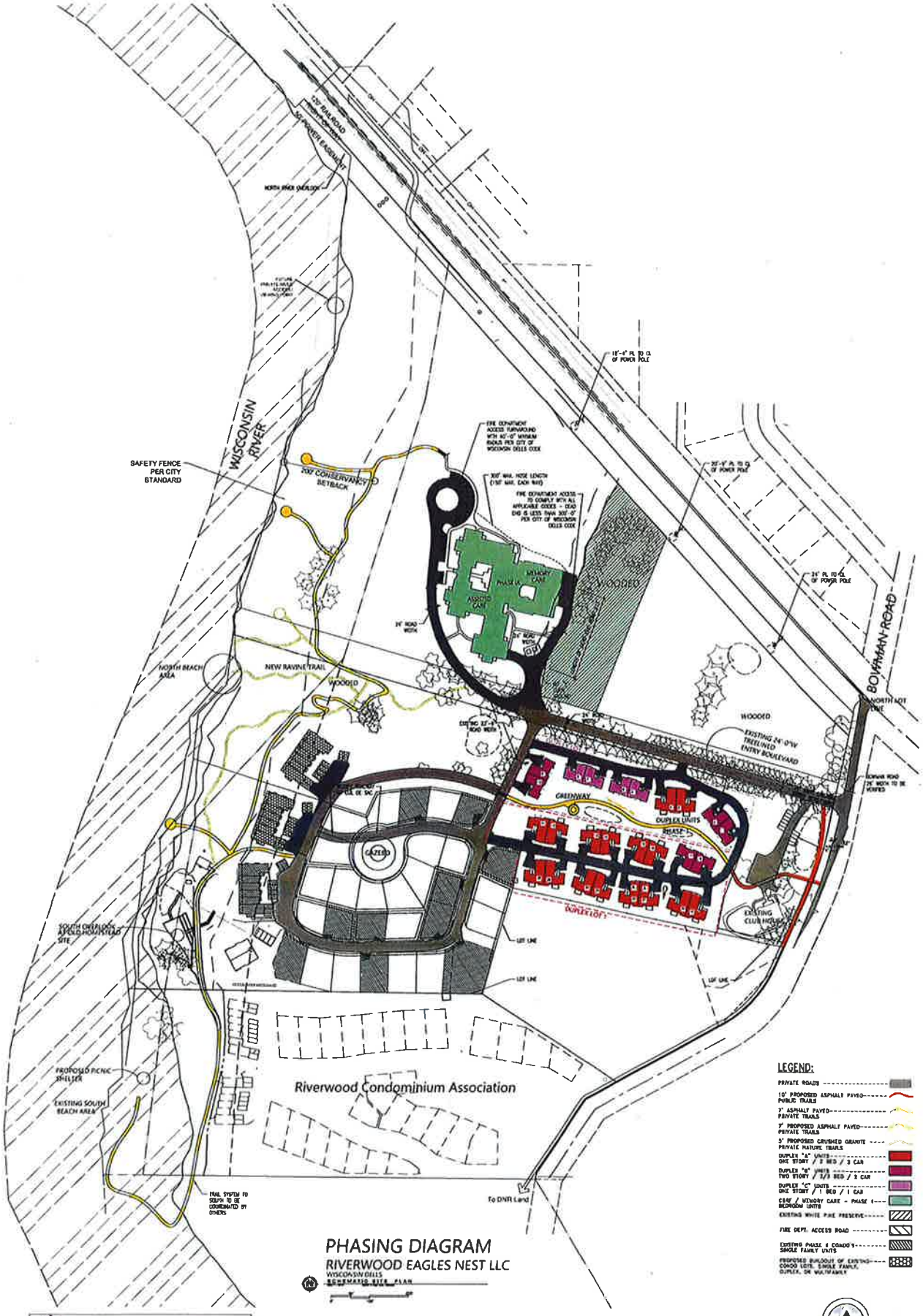

PHASING DIAGRAM

RIVERWOOD EAGLES NEST LLC

WISCONSIN DELLS

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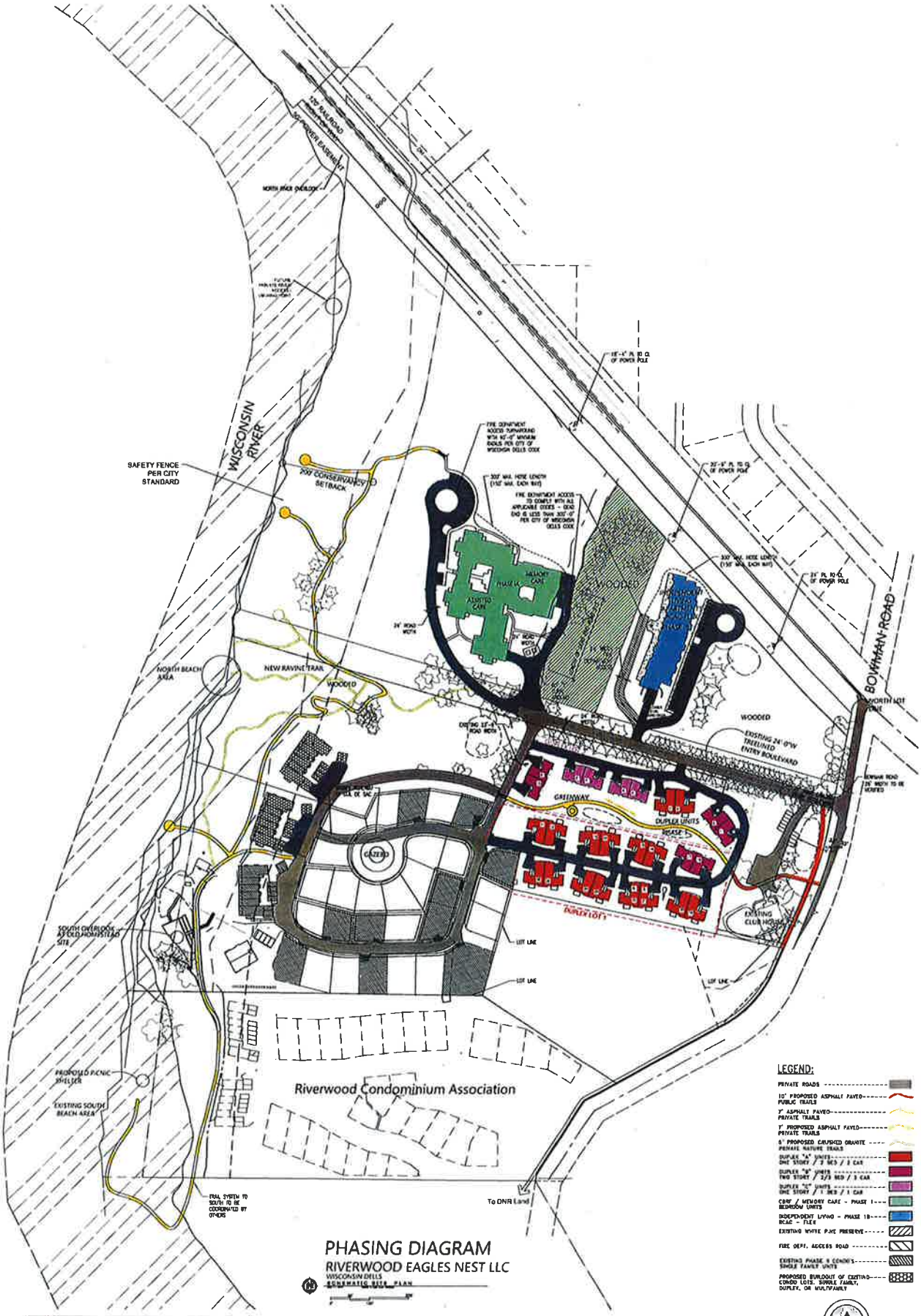

PHASING DIAGRAM

RIVERWOOD EAGLES NEST LLC

WISCONSIN DELLS

CONSTRUCTION SITE PLAN

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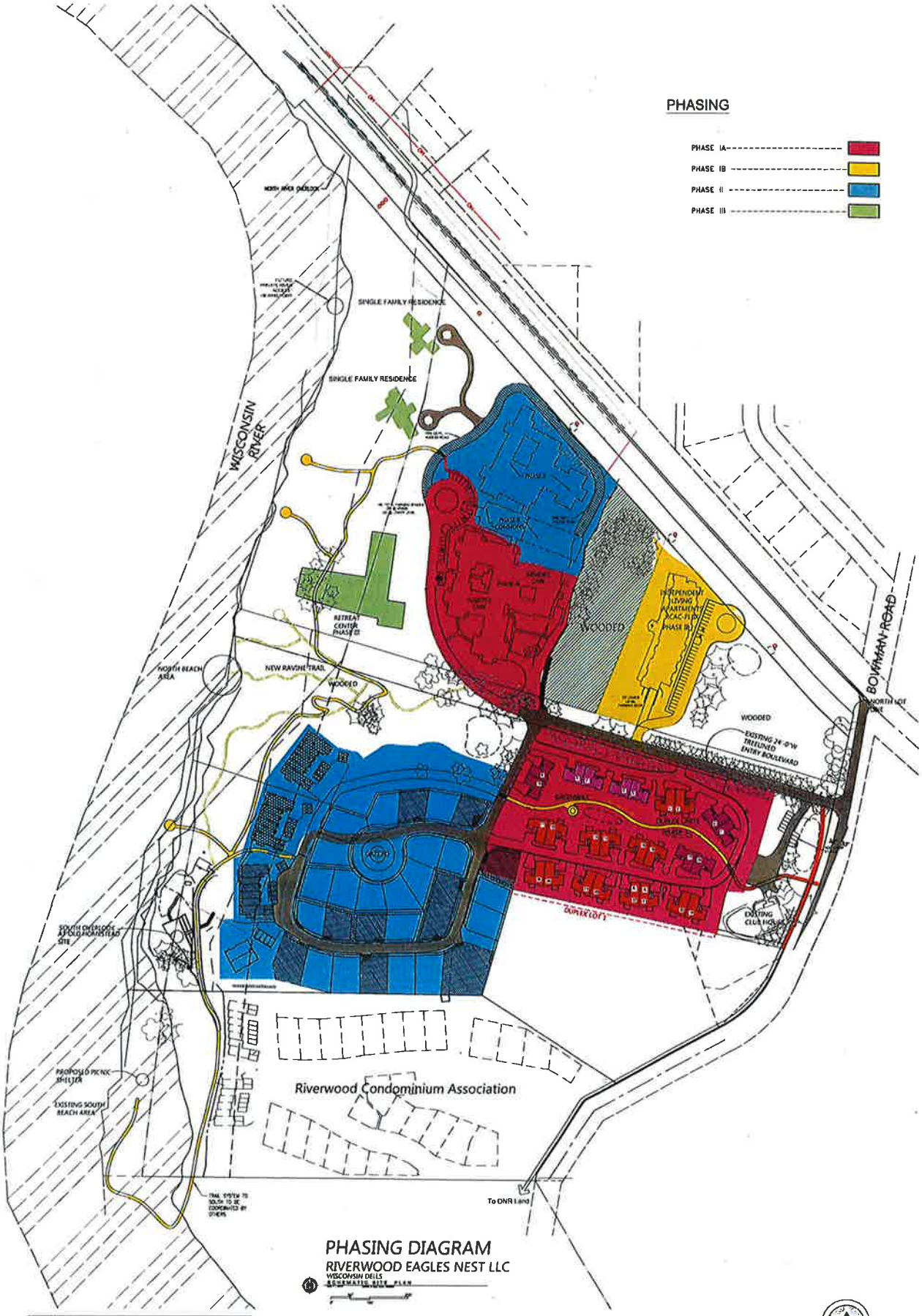

PHASING DIAGRAM

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WISCONSIN DELLS

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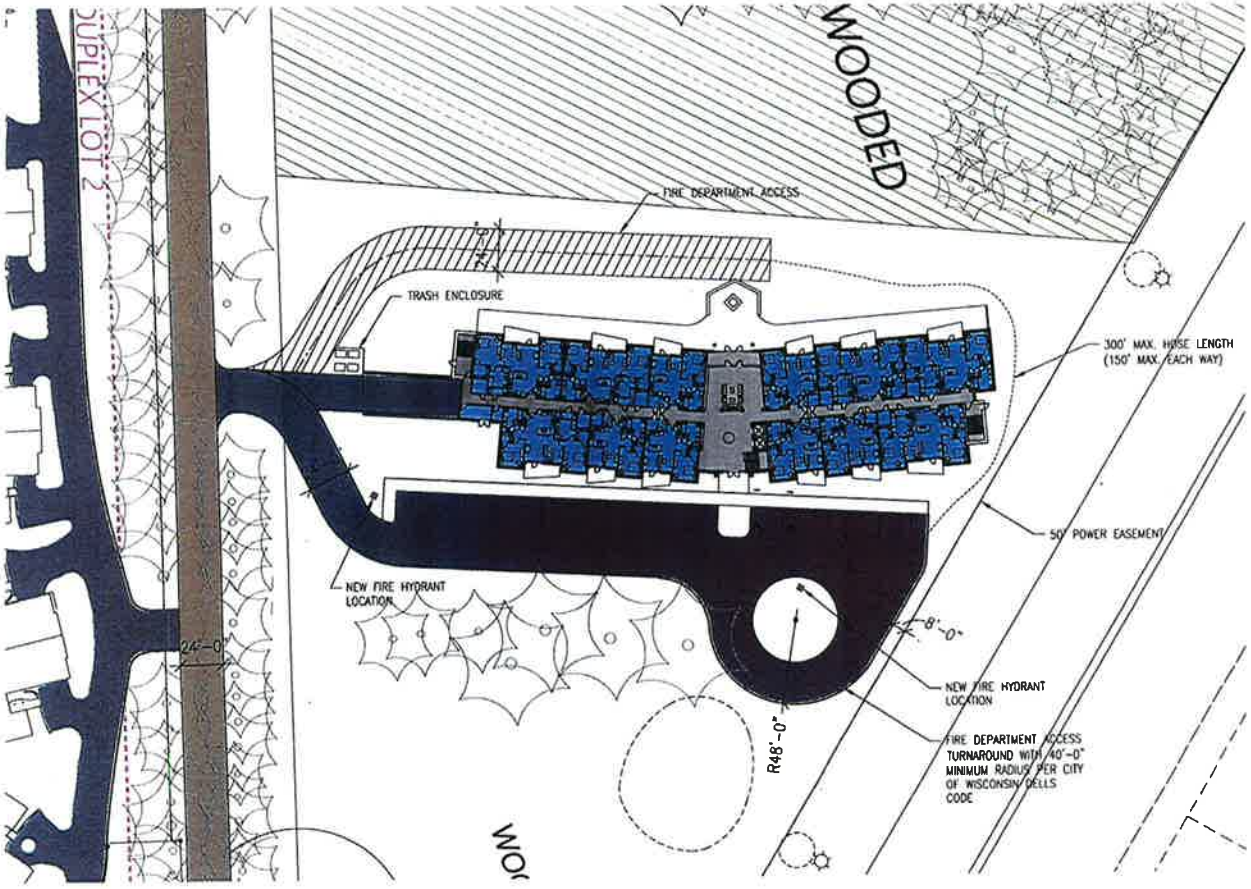

PARKING COUNTS

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

PHASE 1B SQUARE FOOTAGES

LOWER LEVEL:	20,362 S.F.
FIRST FLOOR:	20,083 S.F.
SECOND FLOOR:	21,570 S.F.
THIRD FLOOR:	21,570 S.F.
TOTAL GROSS S.F.	83,585 S.F.

NOTE: SECOND AND THIRD FLOOR SQUARE FOOTAGES INCLUDE ALL BALCONIES FROM PUBLIC AREAS AND PRIVATE UNITS.

PHASE 1B - INDEPENDENT LIVING APARTMENTS RCAC-FLEX

RIVERWOOD EAGLES NEST LLC

WISCONSIN DELLS

D FIRST FLOOR PLAN

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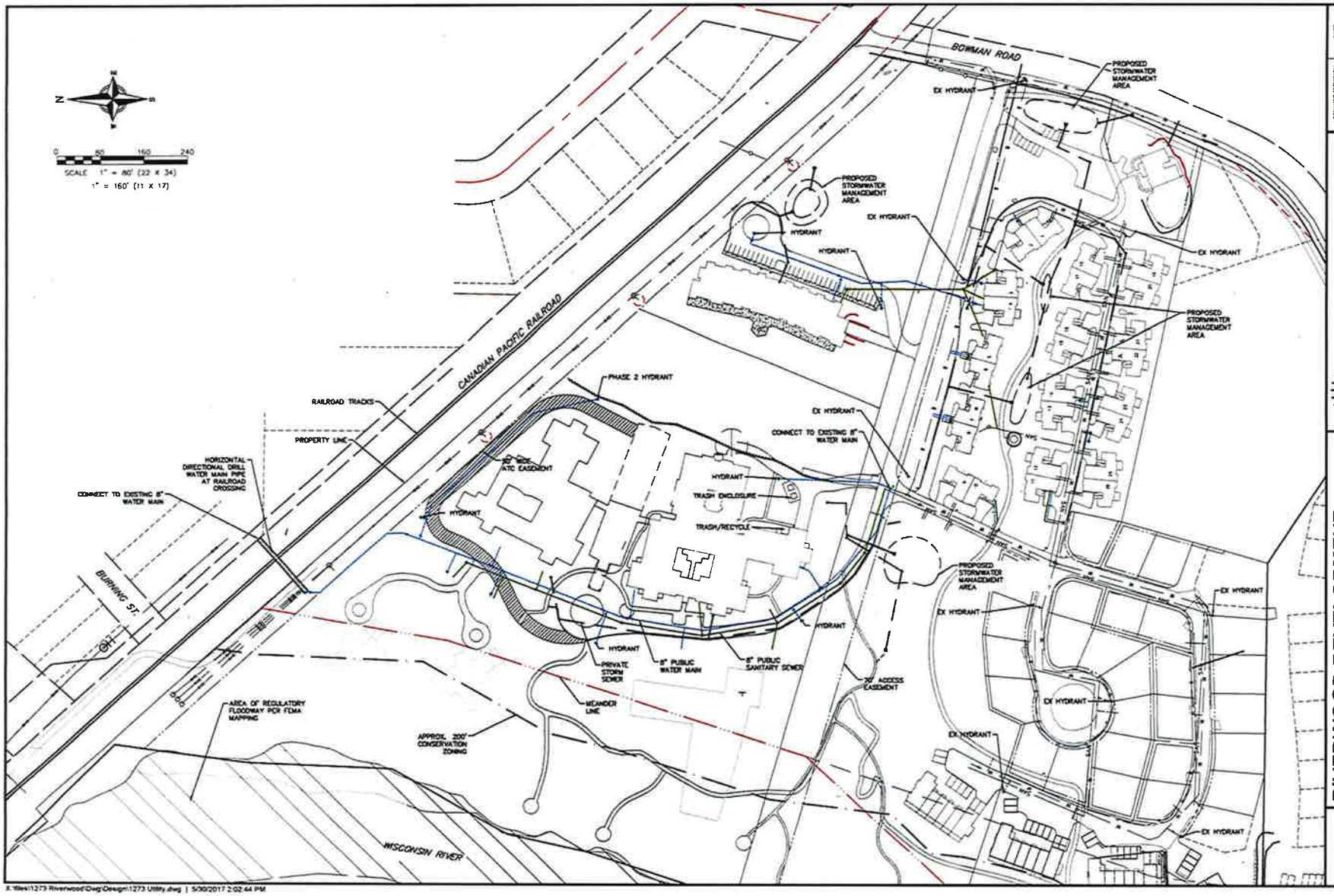

ISSUANCE/REVISION	DATE
ESSER DEVELOPMENT	05-30-17

PROFESSIONAL ENGINEERING
818 N Meadowbrook Ln
Waunakee, WI 53597
phone (608) 849-9378

RIVERWOOD DEVELOPMENT
OVERALL UTILITY PLAN
WISCONSIN DELLS, WISCONSIN

C400

Ex 105

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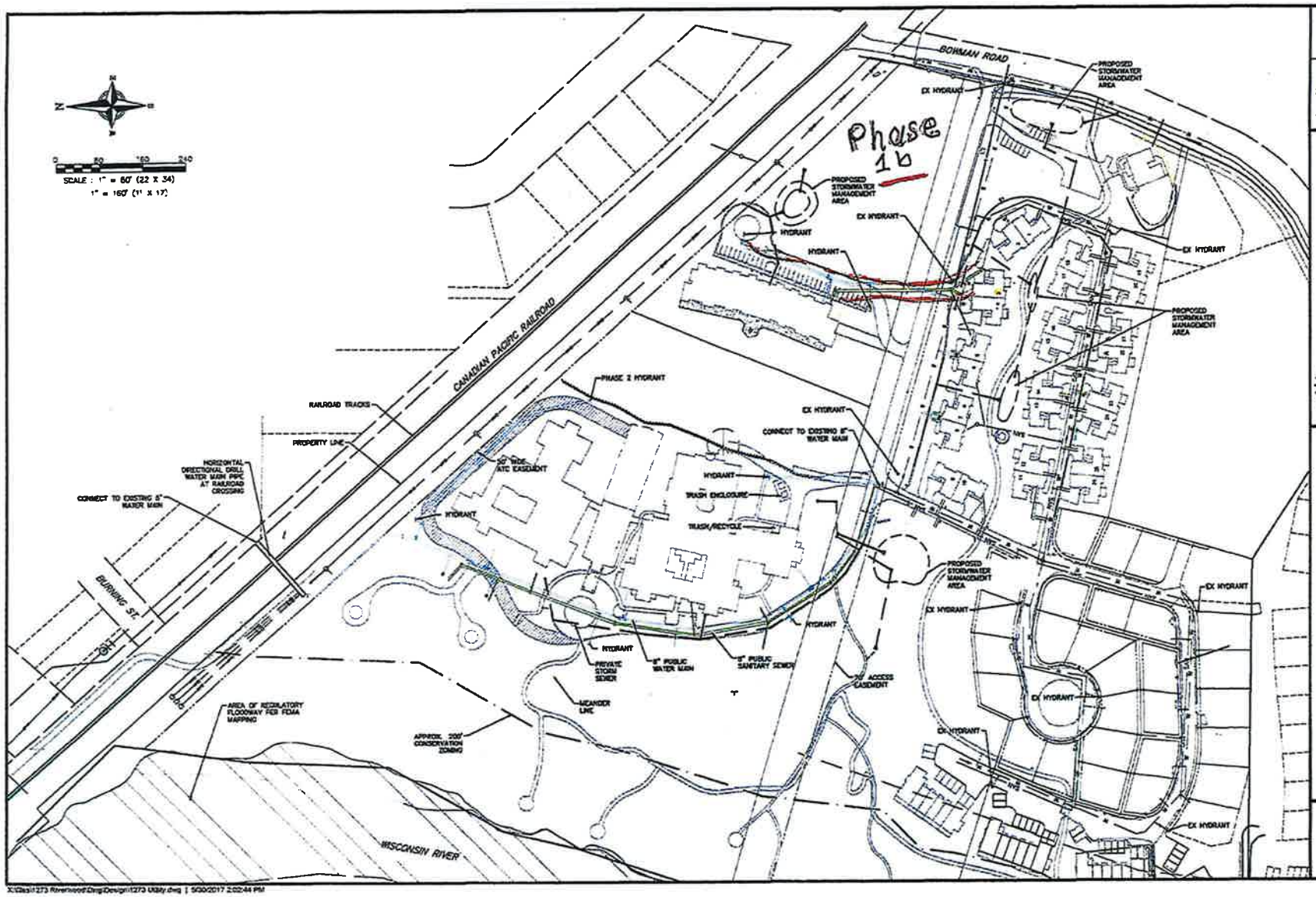

ISSUANCE/REVISION	DATE
DESIGN DEVELOPMENT	05-26-17

PROFESSIONAL ENGINEERING LLC
618 N Meadowbrook Ln
Waunakee, WI 53597
phone (608) 849-9378
www.pe-llc.com

RIVERWOOD DEVELOPMENT
OVERALL UTILITY PLAN
WISCONSIN DELLS, WISCONSIN

C400

X:\Dell\1273 Riverwood\Dwg\Design\1273 Utility.dwg | 5/30/2017 2:02:44 PM

Staff Report – CONTINGENCIES ONLY

City of Wis. Dells Plan Commission, 11/14/2016
Zoning Code Amendment
Zoning Change – Planned Development District.

Approval of this PDD should come with the following contingencies:

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

Ex 106

Staff Report – CONTINGENCIES ONLY - UPDATED
Planned Development District – General Development Plan (GDP) & Phase 1A Specific Site Plan (SSP).
City of Wis. Dells Plan Commission, 6/14/2017

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

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

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

1. All final utility plans (water, electric, sanitary and storm sewer) are provided to the City for review and approval prior to the commencement of any construction. No plan will be approved that does not include the water main looped across the RR tracks as part of Phase 1A construction.
2. Any site improvements not part of this plan shall be approved by City staff at their sole discretion.
3. Storm water is not allowed to run on Bowman Rd. or anywhere else where it would cause a nuisance or damage. The developer is responsible for upsizing downstream culverts and installing additional erosion control measures if required.
4. This approval does not include Phase 1B. An additional Site plan application is to be submitted and approved by the City prior to beginning Phase 1B.

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

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

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

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

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

ITEM 6

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 Parks & Recreation Committee from their February 5, 2019 meeting, and the Finance Committee from their February 18, 2019 meeting,

IT APPROVES allocating additional funding for the Bowman Park Pavilion and Public Restrooms project.

_____
Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ayes, _____nays ____ abs.
Date Introduced: February 18, 2019
Date Passed:
Date Published:

Bowman Pavilion
Project Overall Budget

Revision 4 - 2/07/19

ADCI
Architectural Design Consultants, Inc.

Description	Budget Source	Revised Schematic Budget	Notes / Source of Funding
1 Owner Development & Soft Costs			
1.1 Project Financing / Interest	By owner	$ -	TBD
1.2 Builder's Risk Insurance	ADCI	$ -	incl. Building Budget
1.3 Owner's Protective Insurance	None assumed	$ -	
1.4 Title Insurance	None assumed	$ -	
1.5 Hazardous Material Removal & Testing	ADCI	$ 2,500.00	Budget for testing, assumes no Hazard
1.6 Site Survey	Owner	$ -	Already completed by City
1.7 Legal Consultant	None assumed	$ -	
1.8 Owner Capitalized Labor	None assumed	$ -	
Subtotal		$ 2,500.00	
2 Site & Site Related Costs			
2.1 Land Acquisition	None Required	$ -	
2.2 Local Impact Fees		$ -	Assumed Waived
2.3 Local Approval / Permit Fees		$ -	Assumed Waived
2.4 DSPS - Review Fees	ADCI	$ 1,250.00	
2.5 Utility Extensions / Fees		$ -	Assumed Waived
2.6 Off-Site Development Costs	None Required	$ -	
2.7 Environmental Impact Fees / Mitigation	None Required	$ -	
2.8 Other Local Assigned Costs	None Required	$ -	
Subtotal		$ 1,250.00	
3 Consultant Services & Fees			
3.1 Architectural Services and Fees	ADCI	$ 62,800.00	Includes original design fee and (Additional Services for VE Adjustments)
3.2 Reimbursable / Travel / Printing	ADCI	$ 350.00	
3.3 Printing (Bidding Documents)	Allowance	$ 400.00	
3.4 Civil Engineering Design	None Assumed	$ -	Survey completed (balance minimal)
3.5 Geo-Tech Services	ADCI	$ 3,500.00	Assumes 2 borings @ 20ft.
3.6 Landscape Design Consultants	None Assumed	$ -	General Seeding only
3.7 Storm Water Management Consultant	None Assumed	$ -	Disturbance of less than 1 acre
3.8 Telecommunications / Data / AV Design	By Vendor	$ -	
3.9 Fixtures / Furnishings / Artwork Design	None Assumed	$ -	
3.10 Food Service Design Consultant	None Assumed	$ -	
3.11 Signage Design Services	By Vendor	$ -	
3.12 Construction Administration	ADCI	$ 10,500.00	
Subtotal		$ 77,550.00	
4 Construction Costs			
4.0 Building Demolition (Stable)	ADCI	$ 16,000.00	
4.1 General Site Improvements Budget	ADCI	$ -	Tree Removal By City
4.2 Landscaping and Site Amenities	ADCI	$ 23,000.00	Walks, (No Dumpster encl.) Site Wall, Etc.
4.3 Building Construction Budget ($131/SF)	ADCI	$ 512,250.00	(With VE Options less #5 1/29/19 list)
4.4 Site Lighting and Distribution	ADCI	$ -	Assumes Lighting From Building
4.5 Storm Water	None Assumed	$ -	
4.6 Natural Gas & Electric Distribution	Allowance	$ 3,000.00	Allowance
Subtotal		$ 538,250.00	
5 Equipment			
5.1 Computer System Equipment	Allowance	$ -	
5.2 Computer Wiring	City	$ -	None assumed
5.3 Telecommunications Systems Equipment	City	$ -	None assumed
5.4 Telecommunications Wiring	ADCI	$ 800.00	WiFi
5.5 Audio / Visual Equipment	ADCI	$ 1,500.00	Pwr drop screen (Use Wall Mount TV)
5.6 Security Systems	Allowance	$ 1,500.00	
5.7 Moveable Casework	City	$ -	None assumed
5.8 Storage / Racking Systems	City	$ -	None assumed
5.9 Janitorial Equipment	City	$ 500.00	
5.10 Food Service Equipment	ADCI	$ 1,700.00	1 Refrig. 1 Micro
5.11 Exterior Patio Picnic Tables	Reuse Existing	$ -	
Subtotal		$ 6,000.00	
6 Furnishing & Fixtures			
6.1 Interior Signage	ADCI	$ 150.00	
6.2 Exterior Signage	ADCI	$ 300.00	
6.3 Furniture and Furnishings	Allowance	$ 5,000.00	
6.4 Window Treatments	None Assumed	$ -	
Subtotal		$ 5,450.00	
Subtotal of All Categories		$ 631,000.00	
Original 1/31/18 Budget ($867,075.00)	Contingency 5%	$ 31,500.00	
TOTAL PROJECT COST OPINION	Total	$ 662,500.00	Expected Range $650,000 to $690,000

ADCI
Architectural Design
Consultants, Inc.

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Bowman Park Pavillion
City of Wisconsin Dells
16-038 02-13-2019

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

ITEM 7

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the Public Works Committee from their February 11, 2019 meeting, and the Finance Committee from their February 18, 2019 meeting,

IT APPROVES the Scope of Services Agreement with MSA Professional Services for a Traffic Impact Analysis of Exit 87. This would be an extension of a 2017 study.

_____
Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ayes, _____nays ____ abs.
Date Introduced: February 18, 2019
Date Passed:
Date Published:

TRAFFIC IMPACT ANALYSIS

SCOPE OF SERVICES

Exit 87 Development Area
City of Wisconsin Dells, WI
February 6, 2019

At the request of the City of Wisconsin Dells, MSA Professional Services, Inc. (MSA) is proposing to complete a Traffic Impact Analysis (TIA) for the proposed development of areas southwest of the I-90/94 interchange with WIS 13 (Exit 87). MSA has previously completed a TIA for this area, however a specific development plan has been proposed with changes to the assumptions used to complete the original TIA. Additionally, with a specific plan for the area, the process will follow WisDOT requirements and be submitted for review to the WisDOT SW Region.

Tasks necessary to complete the TIA are detailed below as part of this proposal.

Scope of Services

Task 1 – Coordination & Administration

Scoping Meeting
This task includes an initial coordination meeting with WisDOT and the City of Wisconsin Dells review and provide comments on the proposed scope of the project. If changes to the scope are required by WisDOT or the City, additional services and fee may be necessary.

This task also includes general project coordination and administration, including teleconferences and emails between MSA and Wisconsin Dells, WisDOT, and the development group.

Task 2 - Data Collection

Traffic Counts
At this time, MSA is not proposing to collect any additional traffic counts for this TIA update. Data collected in 2015 included summer peak traffic counts for the study area. Given the timeline for the project and the lack of changes to travel patterns and land uses in the area, MSA is proposing to utilize turning movement counts collected at the intersection of Trout Road and WIS 13 as well as two local intersections along the Trout Road from that study.

Available AADT volumes from WisDOT may be utilized to supplement the study data if necessary. No additional traffic counts are included as part of this scope of work.

Traffic Forecasting
MSA will prepare a Traffic Forecast Request (DT 1601) for submittal to WisDOT to determine the background traffic volumes for the development phasing years. Forecasts can take 4 to 6 weeks for WisDOT to process.

Task 3 – Initial Submittal

Trip Generation and Distribution
The development will be built out in multiple stages. For study purposes, three different analysis years will be included:

3. 2035 Horizon Year Background Traffic
4. 2020 Background Plus Initial Development
5. 2025 Interim Year Background Plus Full Build Development
6. 2035 Horizon Year Background Plus Full Build Development

If operations for any movement drop below LOS D as part of the above listed analysis scenarios, MSA will provide one improved transportation system alternative to address the identified operational deficiency. The following scenarios will be analyzed as necessary for an improved transportation system.

Capacity/LOS Analysis, Improved Transportation System

1. 2020 Base Year Background Traffic
2. 2025 Interim Year Background Traffic
3. 2035 Horizon Year Background Traffic
4. 2020 Background Plus Initial Development
5. 2025 Interim Year Background Plus Full Build Development
6. 2035 Horizon Year Background Plus Full Build Development

One improvement scenario will be analyzed and improvement scenarios will build on each other for consistency towards an ultimate transportation system recommendation. Improvements could include changes to intersection geometrics, traffic control, turn bay lengths, and other traffic control improvements required to provide LOS D or better for all movements at the study area intersections. A roundabout analysis is not included, as it is not considered a viable alternative based on the existing infrastructure.

It is noted that if there are existing deficiencies at any of the study area intersections, the operational analysis may alternatively make recommendations for with-development conditions that only maintain equivalent Level-of-Service operations to conditions without development. In these cases, engineering judgment may indicate that operations at or below LOS D are acceptable.

Note that the improvements included in the report are recommended to WisDOT for consideration and are not legally binding. WisDOT reserves the right to determine alternative solutions at the intersections under their jurisdiction.

If requested by WisDOT, microsimulation modeling (using SimTraffic or VISSIM) can be completed as part of a contract amendment.

Traffic Signal Warrant Analysis

No signal warrant analysis will be completed as part of this study. WIS 13 and Trout Road is currently signalized, and the proposed S. Frontage Road intersection is too close to the existing signal for safe and efficient operation of a second signal. Should changes to the development plan identify an unsignalized intersection where alternative traffic control is feasible, the scope and fees needed to complete that analysis will be discussed and agreed to prior to commencing the additional services.

Task 5 – Traffic Impact Analysis Report

A Traffic Impact Analysis Report documenting the findings of the analysis will be prepared by MSA.

- 2020 Initial Build Year
- 2025 Full Build
- 2035 Horizon Year

MSA will utilize the ITE Trip Generation Manual 10th Edition to estimate anticipated traffic volume generated by proposed developments as shown on the provided site plan. Traffic will be generated for the Weekday AM & PM peak hour, and Saturday peak hour as well as for the 24-hour weekday period. If changes to the site plan occur after the Initial Submittal has been sent to WisDOT that would require additional work effort, a revised cost of services would be prepared at that time.

Onsite Development
Land uses for the Development will be provided by FDG/JSD (development group). It is assumed that the development will be built in two phases with complete build out by the year 2025.

Offsite Development
No other offsite developments impacting the study area are known or anticipated at this time. therefore analysis, will only include the onsite development.

Trip distribution percentages, pass-by and linked trip assumptions included in the 2015 Exist 87 TIA will be utilized as part of this study.

Multimodal trips including pedestrian and bicycle trips will be reviewed based on the anticipated land uses. While a number of the seasonal employees do utilized bicycle transportation, it is anticipated that only a small percentage of the new trips will utilize non-vehicular transportation. Therefore at this time a maximum of 5% trips are assumed to arrive be bicycle or pedestrian modes during all peak hours studied.

Initial Submittal Memo
MSA will submit a summary of the traffic data collection, trip generation, distribution and assignment to WisDOT as an "Initial Review" submittal prior to conducting any traffic analysis. WisDOT may make recommendations or require modifications to the provided information. Upon approval of the initial review by WisDOT, MSA will proceed with the remaining tasks as outlined below.

Task 4 – Traffic Operational Analysis

Upon approval of the initial submittal, traffic operational analysis will include the following intersections:

1. WIS 13 & Trout Road
2. Trout Road and S. Frontage Road
3. Trout Road and one new access (if included in the proposed development plan)

Traffic Operational Analysis
MSA will analyze the study area intersections identified in this proposal for the following scenarios during the AM and PM, and Saturday peak hours using Synchro 10 software.

Capacity/LOS Analysis, Existing Transportation System
1. 2020 Base Year Background Traffic
2. 2025 Interim Year Background Traffic

Sight distance analysis will be included for new access to Trout Road only (if applicable). Aerial imagery and site photos of Trout Road will be used to determine vision and/or sight distance triangles. A conceptual drawing on aerial imagery will also be prepared for the final recommended transportation improvement if needed.

The report will include text, tables and exhibits. Upon approval, MSA shall submit one final electronic copy each to the City/Representative, and WisDOT.

It is noted that any review comments by the City, their Representative, or WisDOT could require additional work efforts to address. A revised cost of services would be prepared at that time, if necessary.

Intersection Control Evaluation (ICE)
Trout Road & WIS 13 is an existing signal. A change in the traffic control is not anticipated, therefore an Intersection Control Evaluation is not included in the scope at this time. If requested by WisDOT, MSA can complete an ICE Report as part of a contract amendment.

Task 6– Review Meeting

MSA will coordinate a teleconference meeting to review the study findings after submittal of the traffic impact analysis to the City or their designated representatives. The review meeting will facilitate discussion of the traffic impacts and improvements recommended by the study and finalize any comments before submitting to WisDOT.

Cost

The lump sum fee for the tasks included in this scope is as follows:

Task 1: Coordination & Administration	**$3,300**
Task 2: Data Collection & Forecasting	**$600**
Task 3: Initial Submittal	**$2,700**
Task 4: Operational Analysis	**$4,300**
Task 5: Traffic Impact Analysis Report	**$3,600**
Task 6: Review Meeting	**$500**
Total Cost	**$15,000**

Should any amendments to this scope of work be requested at any time during the project, revised cost estimate will be provided to the client prior to the start of the additional services.

Prepared By:

Brian Huibregtse, PE
bhuibregtse@msa-ps.com
MSA Professional Services, Inc.
Phone: (608) 242-6650

Kevin Ruhland, PE
kruhland@msa-ps.com
MSA Professional Services, Inc.
Phone: (608) 242-7779

ITEM 8

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 recommended of the Finance Committee from their February 18, 2019 meeting;

IT APPROVES the Task Order with MSA Professional Services in order to submit a stewardship grant application to the DNR for funding towards a multi-use path on Trout Road.

_____
Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes _____ nays
Date Introduced: January 21, 2019
Date Passed:
Date Published:

Task Order

To: **City of Wisconsin Dells**
Karen Terry
300 La Crosse Street
Wisconsin Dells, WI 53965

Date of Issuance: **February 15, 2019**

MSA Project No.: **00085091**

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

Project Name: WDNR Stewardship Application Submittal FY 2019

The scope of the work authorized is:

Prepare a Knowles – Nelson Stewardship Grant Application by May 1, 2019

- Gather all and highlight previous planning documents supporting the application
- Pre-score the application and provide design advise to maximize project scoring
- Draft letters of support for municipalities and organizations supporting the application
- Prepare Submission Resolution for City adoption and obtain signatures for forms
- Prepare application and associated narratives for project description and scoring
- Correspond with WDNR for application preparation and provide any follow-up documents for WDNR review

Items Not Included in Scope:

- Post Grant Award Administration
- Applying for WDNR permits
- Project Design and Survey
- Construction Documents, Project Bidding, & Construction Administration

The schedule to perform the work is:	approximate start:	02-19-2019
	approximate completion:	05-01-2019

The estimated fee for the work is: $3,900 (Estimated Hourly)

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

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

MSA Project No.: 00085091
Date of Issuance: February 15, 2019

Task Order

CITY OF WISCONSIN DELLS

Karen Terry
Treasurer
Date:_____

Attest: Nancy Holzem, Clerk

Clerk Name: Nancy Holzem
Date:_____

300 La Crosse Street
Wisconsin Dells, WI 53965
Phone: (608) 254-2012
Fax: (608) 254-7329

MSA PROFESSIONAL SERVICES, INC.

Tim Mikonowicz, P.E.
Team Leader
Date: February 15, 2019

1230 South Boulevard
Baraboo, WI 53913
Phone: (608) 355-8905
Email: tmikonowicz@msa-ps.com

ATTACHMENT A:
RATE SCHEDULE

CLASSIFICATION	LABOR RATE
Architects	$111 – $170/hr.
Clerical	$ 55 – $110/hr.
CAD Technician	$ 65 – $125/hr.
Geographic Information Systems (GIS)	$ 94 – $138/hr.
Housing Administration	$ 68 – $115/hr.
Hydrogeologists	$114 – $147/hr.
Planners	$ 89 – $160/hr.
Principals	$180 – $250/hr.
Professional Engineers	$ 85 – $153/hr.
Project Manager	$ 85 – $180/hr.
Professional Land Surveyors	$ 79 – $160/hr.
Staff Engineers	$ 74 – $144/hr.
Technicians	$ 65 – $125/hr.
Wastewater Treatment Plant Operator	$ 72 – $ 92/hr.

REIMBURSABLE EXPENSES	
Copies/Prints	Rate based on volume
Fax	$1.00/page
GPS Equipment	$40/hour
Mailing/UPS	At cost
Mileage – Automobile (currently $0.545/mile)	Rate set by Fed. Gov.
Mileage – MSA Truck	$0.70/mile
Nuclear Density Testing	$25.00/day + $10/test
Organic Vapor Field Meter	$100/day
PC/CADD Machine	Included in labor rates
Stakes/Lath/Rods	At cost
Total Station	Included in labor rates
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Trimble Geodimeter	$30/hour

* Labor rates represent an average or range for a particular job classification. These rates are in effect until January 1, 2020.

ITEM 8

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 February 18, 2019 meeting,

IT APPROVES the Professional Services Agreement with MSA to submit a DNR grant application for funding towards a multi-use path on Trout Road.

_____
Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ayes, _____nays ____ abs.
Date Introduced: February 18, 2019
Date Passed:
Date Published:

ITEM 9

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

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

IT APPROVES the request of the Chief of Police, per Municipal Code Sec. 10.30(2), to prohibit the riding of persons in vehicle cargo areas upon streets and highways, during the timeframe of May 17, 2019 through May 19, 2019 (Automotion Weekend).

_____
Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ayes, _____nays ____ abs.
Date Introduced: February 18, 2019
Date Passed:
Date Published:

Wisconsin Dells Police Department
Chief of Police Jody Ward
Lieutenant Perry Mayer

712 Oak Street, Wisconsin Dells, WI 53965 • 608.253.1611 • Fax: 608.254.4375 • wdpd.com

February 4, 2019

To: Mayor Wojnicz
City Alder Persons

From: Chief Jody Ward

Ref: City of Wisconsin Dells Ordinance 10.30, Riding in Cargo Areas

Per ordinance 10.30, consider this notification to the Mayor and Common Council that I will be enforcing the ordinance regulating *riding in cargo areas*. Dates of enforcement will be May 17, 2019-May 19, 2019, during the Automotion Festival. The forfeiture (fine) will be consistent with the "disturbing the peace with motor vehicle" ordinance at $502.

If you have any questions feel free to contact me. Thank you.

10.30 RIDING IN CARGO AREAS

(1) The Chief of Police is authorized to prohibit during periods of high traffic volume and activity associated with special events and festivals, the operation of a motor vehicle upon a street or highway with any persons riding in the cargo area.

(2) The Chief of Police shall notify the Mayor and Common Council in writing, at least 21 days in advance of the exercise of this authority. The Mayor and Common Council may approve or reject this notification.

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

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

(5) The penalty shall be $503.

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

ITEM____

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

IT APPROVES the request of the Chief of Police, per Municipal Code Sec. 10.30(2), to prohibit the riding of persons in vehicle cargo areas upon streets and highways, during the timeframe of May 17, 2019 through May 19, 2019 (Automotion Weekend).

_____
Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ayes, _____nays ____ abs.
Date Introduced: February 18, 2019
Date Passed:
Date Published:

ITEM 10

CITY OF WISCONSIN DELLS COMMON COUNCIL

RESOLUTION NO. _____

WHEREAS, beginning in 1909 with the construction of Kilbourn Dam the public had access to the Wisconsin River via land at Camp Upham Woods now owned and operated by the University of Wisconsin; and

WHEREAS, in April, 2016 the University of Wisconsin, without notice, erected a barrier preventing access; and

WHEREAS, since April, 2016 the Stewards of the Dells of the Wisconsin River have attempted, without success, to persuade the University of Wisconsin to cooperate in an effort to restore convenient and safe public access to the Upper Dells of the Wisconsin River.

NOW THEREFORE, THE CITY OF WISCONSIN DELLS COMMON COUNCIL HEREBY RESOLVES AS FOLLOWS:

1. We support the efforts of the Stewards of the Dells of the Wisconsin River to restore convenient and safe access to the River across the UW Camp Upham Woods property; and,

2. We respectfully request that the University of Wisconsin Board of Regents, administrators and staff and local legislators cooperate and communicate with the Stewards with regard to the this public access matter which effects the quality of life for area residents and guests.

This Resolution approved by the City of Wisconsin Dells Common Council February_____, 2019 by a vote of _____Yes _____No.

CITY OF WISCONSIN DELLS

Date: _____ By: _____
Edward Wojnicz, Mayor

Date: _____ By: _____
Nancy Holzem, Clerk/Administrative Coordinator

STEWARDS of the DELLS OF THE WISCONSIN RIVER

PO Box 607, WI Dells, WI 53965 (608) 253-6658
Facebook: Stewards of the Dells of the Wisconsin River Website: www.dellsstewards.org

29 January 2019

Dear University of Wisconsin Regents,

Since the Kilbourn Dam was constructed in the Dells in 1909, anglers and paddlers have been accessing the Wisconsin River from a little spit of land adjacent to County N across from Blackhawk Island a half mile north of UW's Upham Woods Outdoor Learning Center (Upham) main entrance. In April 2016, a fence was erected by Upham, under the jurisdiction of UW Extension, creating a barrier to public access with no public notice. At Upham's request, Juneau County also erected 16 "No Parking" signs at the fence and along the Upham property. The Stewards of the Dells, whose mission has been to preserve and protect the scenic beauty of the Dells of the WI River since we were founded in 2006, immediately began asking for meetings with Upham officials. As you will see on the attached timeline, we have been trying for almost three years to resolve this problem, and now we come to you as our last resort.

On May 24, 2016, Upham invited the public to attend a meeting to justify the fence construction; all but a few of the 50 attendees objected to its action. In early June, two Stewards met with Upham Director Justin Hougham, who insisted that liability, safety of the campers, and trespassing on Blackhawk Island were being addressed by the fence, but provided no evidence. Then Mayor of WI Dells, Brian Landers, entered the discussion offering annexation to the City, which would provide regular police patrols and quicker response to calls for help.

All "No Parking" signs were removed in April 2017 at the request of the Stewards; in a letter to Hougham, the Juneau County Corporation Council David E. Lasker wrote that the signs came down because Juneau County decided the no parking restriction posed a risk to public safety and that no public interest was served by them; "the public trust doctrine encoded in the WI Constitution dictates that the riparian rights of the owner must be tempered by the public's right to free access to the waterway."

In the spring of 2017, Upham offered access to the river through its camp to Dells residents who could pay a fee to enroll in Community Leaders in Paddle Sport education, complete a class, and do required hours of volunteer service at the camp in order to have access to the river when the camp office is open. This would preclude early morning and evening hours—the safest time for paddlers to be on the river. Weekend time was not guaranteed. To this date, the WI Dells Parks and Rec reports that no one has enrolled in this program.

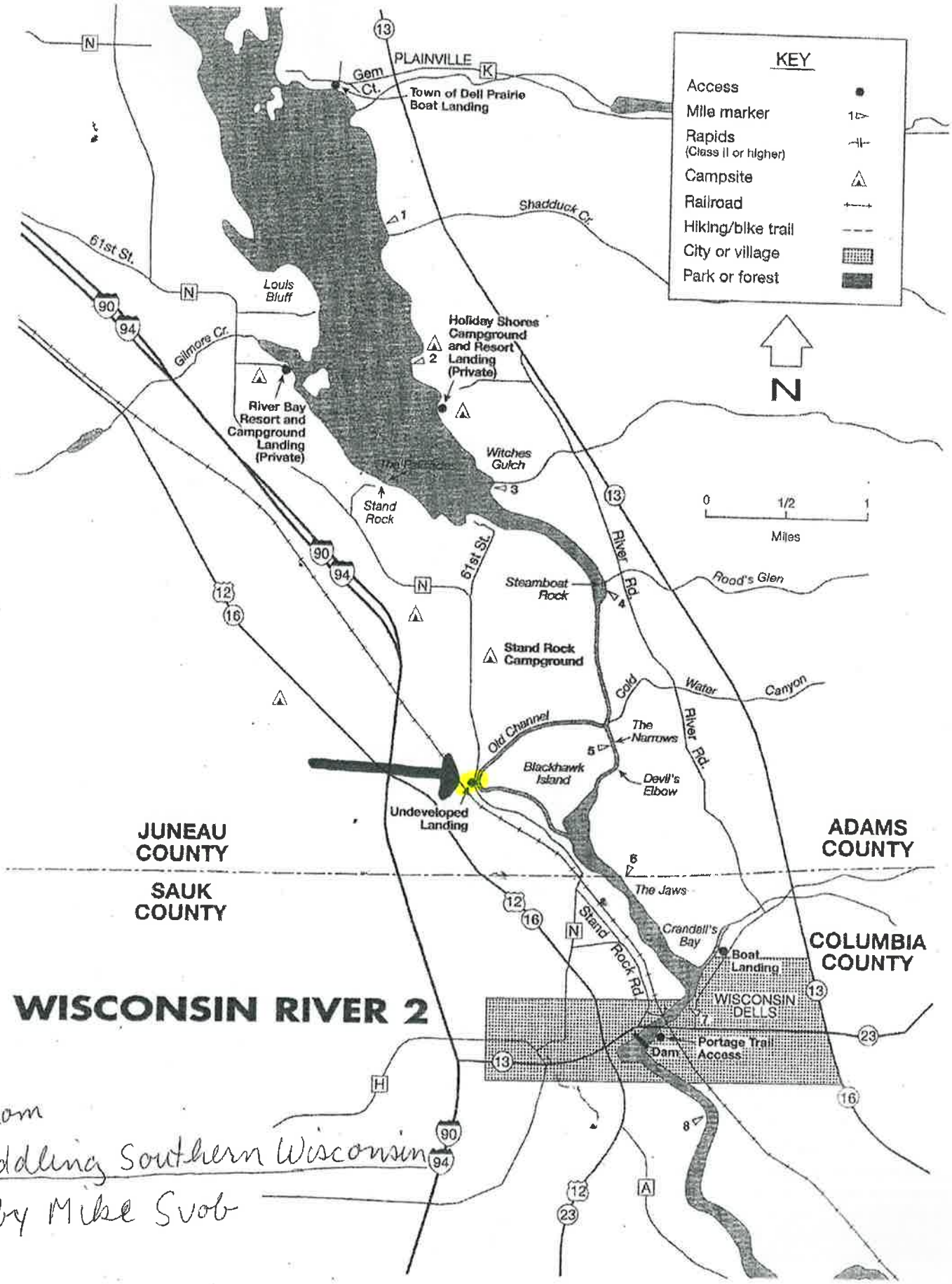
In April of 2017, Steve Wildeck of UW Extension announced that he would be representing Upham instead of Hougham. He met once in November with two Stewards and also communicated with Mayor Landers. After ignoring requests for further meetings, Wildeck notified us in July of 2018 that Karl Martin had replaced him as Upham spokesman. In August the fence was extended to its current length of 230 feet. In September 2018, Martin refused to meet with the Stewards. An October 2018 written request to meet with Chancellor Rebecca Blank on this matter received no response. At this point, we have exhausted all avenues for discussion except the Regents.

We are enlisting help from the public in the form of a petition, which we plan to bring to the March 7 Regents meeting. We ask that the Regents work with us to restore safe access to the river in the Dells.

Sincerely,

Debbie Kinder, President and Co-founder

Encls: Timeline, Map, Public Trust Doctrine, Wisconsin Idea



from
Paddling Southern Wisconsin
by Mike Svob

ITEM 11

ORDINANCE NO. A-838
(Yield Signs Added)

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 install yield signs on Iowa at Capital Street.

SECTION II: PROVISION AMENDED

Wisconsin Dells Code sec. 10.21(2)

SECTION III: PROVISION AS AMENDED

Wisconsin Dells Code sec. 10.21(2) is amended as follows:

Yield Signs:	On Street	At Street	Direction
	Iowa	Michigan	East/West

SECTION IV: VALIDITY

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

SECTION V: CONFLICTING PROVISIONS REPEALED

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

SECTION VI: EFFECTIVE DATE

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

SECTION VII:

This ordinance becomes a part of Wisconsin Dells Code, Chapter 10.

Edward E. Wojnicz, Mayor

Nancy R. Holzem, City Clerk

First Reading Passed: January 21, 2019
Second Reading Passed:
Published:

ITEM 12

ORDINANCE NO. _____
(School District Rezoning Request)

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 a Sauk County parcel per the request of the Wisconsin Dells School District.

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

Sauk County Tax Parcel 291-0026-12000 (Lot 2 of Certified Survey Map 6737) is rezoned from C-4 Commercial-Large Scale to C-3 Commercial-Highway to accommodate the new high school.

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.

_____ _____

Edward E. Wojnicz, Mayor Nancy R. Holzem, City Clerk

First Reading Passed:
Second Reading Passed:
Published:

Zoning Map Amendment – C-4 to C-3
New High School Property
Staff Report for Plan Commission, 02/11/2019

The City of Wis. Dells has received a Land Owner-Initiated Zoning Map amendment application from the Wisconsin Dells School District to re-zone Sauk Co, City of Wisconsin Dells tax parcel 291-0026-12000 from C-4 Commercial-large Scale to C-3 Commercial-highway. This change is in preparation for the new high school to be constructed on this property which is located between State Hwy 12/16 and County Hwy A.

The C-4 Commercial-large scale is a Zoning District is intended to cater to large tourism uses. The C-3 Commercial – highway Zoning District is intended to host uses along major road corridors.

As a piece of property bounded on two (2) sides by highways, the Commercial-highway Zoning district seems appropriate for this location.

When created in 2002, the City Comprehensive plan addressed the City's situation of having many of its institutional uses, such as churches, schools, cemeteries, and parks scattered geographically. The Comprehensive Plan states that detailed discussion about these institutional uses were held during the planning program, and it was deemed appropriate to locate these institutional uses as needs dictate.

This request for a Zoning change comes following a referendum vote in favor of constructing a new school at this location. Such a referendum seems to be a most thorough public vetting of support from the community to use at this location for a school.

The Primary use for this property will be an approximately 200,000 SF High School building with parking, greenhouse, area for FFA Christmas tree plantings, and maintenance buildings. Other potential accessory uses include but are not limited to: competitive sports fields, including football, baseball, softball, soccer, track and field, and tennis. The competitive sports fields will include concessions building and parking. The future campus plan has the possibility for a future school, suture school parking, future High School Auditorium, and future administration building.

This Zoning Change is required to bring the School use in compliance with the Zoning code. All of the listed accessories appear to be permitted in both the existing and proposed Zoning District. The proposed C-3 Commercial-highway Zoning District allows a School and the accessory uses as Permitted-by-Right. No future land use approval would be required for this development as proposed. Site Plan approval from the City will be required prior to the construction of any new buildings.

Chris Tollaksen
City of Wis. Dells Public Works

LAND OWNER-INITIATED ZONING MAP AMENDMENT 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 form from the zoning administrator.

- Office Use Only -

Application fee	$525.00
Receipt number	67400
Application number	

1. Applicant information

Applicant name: Wisconsin Dells School District
Street address: 811 County Road H
City: Wisconsin Dells
State and zip code: WI 53965
Daytime telephone number: (608) 254-7769
Fax number, if any:
E-mail, if any: tslack@sdwd.k12.wi.us

2. Subject property information

Street address	N/A	
Parcel number(s)	291-0026-10000 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)	C4	
Proposed zoning classification(s)	C3	Note: If multiple districts are proposed, show the proposed configuration on the map provided as part of #5.

3. From the list below, check the reasons why you believe the zoning map / zoning classification should be changed.

- ☐ The designation of the official zoning map and/or zoning classification should be brought into conformity with the city's comprehensive plan.
- ☐ A mistake was made in mapping on the official zoning map and/or zoning classification.
- ☒ Factors have changed (e.g., availability of new data, the presences of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- ☐ Growth patterns or rates have changed, thereby creating the need for an amendment to the official zoning map and/or zoning classification.

4. For each of the reasons checked above, provide additional detail.

The project consists of constructing a new high school with associated amenities.

LAND OWNER-INITIATED ZONING MAP AMENDMENT APPLICATION
Wisconsin Dells, Wisconsin
Version: May 21, 2007

5. **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 19.452 of the Municipal Code.)

a. The amendment is consistent with and furthers the intent of the city's comprehensive plan

Yes

b. The amendment is consistent with and furthers adopted neighborhood plans, if any

N/A

c. The amendment is consistent with other planning documents adopted by the common council

Yes

d. The code with the amendment is internally consistent

Yes

e. The amendment is the least restrictive approach to address issues of public health, safety, and welfare

Yes

f. The city has or will have the financial and staffing capability to administer and enforce the amendment

N/A

5. **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".

6. **Applicant certification**

♦ I certify that the application is true as of the date it was submitted to the City for review.

Terrance Slack For the SDWD.	1-17-2019
Applicant Signature	Date

Governing Regulations	The procedures and standards governing this application process are found in Chapter 19, Article 4, Division 10, of the City's Municipal Code.

LAND OWNER-INITIATED ZONING MAP AMENDMENT APPLICATION
Wisconsin Dells, Wisconsin
Version: May 21, 2007

Project Map Checklist

Project Information	Included ?
Project name (e.g., business name, subdivision name)	✓
Applicant name	✓
Preparation date	✓
Survey Information	
North arrow and graphic scale	✓
Address of subject parcel or legal description	✓
Property boundaries	✓
Acreage of subject parcel	✓
Setting	
Property boundaries within 150' of the subject parcel	✓
Land uses within 150' of the subject parcel	✓
Zoning district boundaries within 150' of the subject parcel	✓
Municipal boundaries within 150' of the subject parcel	✓
Buildings / Structures (footprint, use, etc.)	
Existing and proposed within subject parcel	✓
Existing within 150' of subject parcel	✓

NOTES:

1. ALL EXISTING UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
2. ALL GENERAL NOTES FOUND ON SHEET C0.0.

CONTROL POINT TABLE

Point #	Row Description	Northing	Easting	Elevation
1	CP1	[illegible]	[illegible]	[illegible]
2	CP2	[illegible]	[illegible]	[illegible]
3	CP3	[illegible]	[illegible]	[illegible]
4	CP4	[illegible]	[illegible]	[illegible]
5	CP5	[illegible]	[illegible]	[illegible]
6	CP6	[illegible]	[illegible]	[illegible]
7	CP7	[illegible]	[illegible]	[illegible]
8	CP8	[illegible]	[illegible]	[illegible]
9	CP9	[illegible]	[illegible]	[illegible]

PRELIMINARY PLANS NOT FOR CONSTRUCTION

GEC
General Engineering Company

ADCI
Architectural Design Consultants, Inc.
30 Wisconsin Dells Parkway • P.O. Box 580
Lake Delton, WI 53940
Phone: (608) 254-6181 Fax: (608) 254-2139

WISCONSIN DELLS SCHOOL DISTRICT
PROPOSED HIGH SCHOOL
EXISTING SITE PLAN

C1.0

DRAFT 1/21/2019

ITEM 13

City of Wisconsin Dells
Ordinance No. _____
(Commercial Quadricycles)

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

SECTION I: PURPOSE

To regulate and license commercial quadricycles.

SECTION II: PROVISION CREATED

Wisconsin Dells Code Sec. 16.37 is created.

SECTION III: PROVISION AS CREATED:

16.37 Commercial Pedal Tour Quadricylces.

(1) Definition. In this section the following terms shall mean:

Commercial Quadricycle.

A vehicle with fully operational pedals for propulsion entirely by human power, that has four wheels, and is operated in a manner similar to a bicycle, that is equipped with at least 12 seats for passengers, that is designed to be occupied by a driver and passengers providing pedal power to the drive train of the vehicle that is used for commercial purposes. (A pedal tour quadricycle may be motor assisted.)

(2) General Regulations.

(a) Commercial quadricycles operating within the City shall comply with applicable City and State codes and regulations.

(b) No person shall drive a commercial quadricycle upon any street, sidewalk or other public place in the City without first registering and obtaining a City license for such commercial quadricycle and securing a license/sticker which shall be displayed.

(c) No person shall park a commercial quadricycle upon any sidewalk or undesignated parking stall.

(d) No person shall drink from or have in their possession an open container of fermented malt beverage or intoxicating liquor while on a commercial quadricycle.

(e) No glass beverage containers shall be carried on a commercial quadricyle while operated on the public way.

(f) Hours of operation. No person shall operate a commercial quadricycle except between the hours of 10:00 a.m. to 10:00 p.m. daily.

(3) License and registration required.

(a) Application for registration and license for a commercial quadricycle shall be made by the owner of the quadricycle, in writing, upon forms furnished by the City. Such application shall be signed by the owner and approved by the City Council on an annual basis. The fee for an annual license shall be set by resolution of the City Council and paid to the City prior to issuance of a license. Such license shall be issued on the 15th day of April each year, or thereafter when applied for, and shall expire on the 14th day of April following its issuance.

(b) Upon payment of the necessary fees and approval of the City Council, the City may issue or cause to be issued a proper license plate/sticker. Transfer of the license to another person is prohibited.

(c) Revocation. A license may be revoked by the City for any of the following reasons:

1. Failure to comply with any of the provisions of this section of the code.

2. Violating any state statutes or City Code violations.

(d) Any applicant whose license has been denied or revoked under the provisions of this section may appeal said denial or revocation to the Common Council.

(4) Equipment Requirements. Commercial quadricylces operating within the City shall be equipped with the following:

(a) Hip restraints as defined by the American National Standards Institute (ANSI)/National Gold Carts Manufacturers Association (NGCMA) shall be installed for every seat on the vehicle. The driver of the commercial quadricycle shall not operate the vehicle unless each passenger thereon is wearing a hip restraint. The failure of a passenger to wear a hip restraint shall not be considered evidence of negligence, comparative or otherwise,

including apportionment of fault, on the part of the passenger, and shall not be evidence used to diminish any recovery for damages arising out of the ownership, maintenance, occupancy or operation of a vehicle.

(b) Lighting on the vehicle which shall be the following:

1. A light on the front which shall emit a white light visible from a distance of 300 feet to the front.

2. A taillight mounted on the rear, which when lighted shall emit a red light plainly visible from a distance of 500 feet to the rear.

3. A brake light on the rear which shall emit a red light and which shall be actuated upon application of the service (foot) brake and which may, but need not, be incorporated with a taillight. Every brake light shall be plainly visible and understandable from a distance of 300 feet to the rear, both during normal sunlight and at nighttime.

(c) Rear signage which shall conform with those standards and specifications adopted by Ch. Trans 304, Wis. Adm. Code, for slow-moving vehicles by the American Society of Agricultural Engineers standard ASAE, S276.3, or shall be an emblem of the same shape and size painted on such vehicle in a bright and conspicuous retro reflective red orange paint. Such emblem shall be mounted on the rear of such vehicles, in the approximate horizontal geometric center of the vehicle, at a height of three to five feet above the roadway, and shall be maintained at all times in a clean and reflective condition.

(d) A mirror capable of showing the driver a view of the roadway for a distance of 200 feet to the rear of the vehicle.

(e) A braking system, operable by the driver, that is capable of overriding all methods of propulsion and bringing the vehicle to a complete stop.

(f) A barrier on both sides of bench seating that restricts sliding beyond seating capacity.

(5) Insurance. All quadricycles operating for commercial purposes must maintain the following insurance:

(a) No owner of a commercial quadricycle or any other person shall operate or authorize any other person to operate a quadricycle for commercial purposes within the City unless the owner has in effect a policy of comprehensive general liability insurance issued by an insurance company duly authorized to do business in the State of Wisconsin, which policy provides for the payment of damages for bodily injury, loss of consortium or death of a person, and for injury to or destruction of property of a person or entity, due to the liability of the owner or operator of a quadricycle arising out of the ownership, operation, use, or maintenance of a quadricycle. The policy shall provide coverage with limits in an amount of not less than $1,000,000.00 per accident. The policy shall provide that the insurer shall give notice of any cancellation or nonrenewal of a policy which is due names insured.

(b) The owner of a quadricycle shall maintain on file with the City Clerk's office a copy of the current policy of comprehensive general liability insurance required by subparagraph (1) above. Failure to comply with this provision shall result in the immediate suspension of the owner's rights and privileges to operate the quadricycle commercially within the City.

(6) Operator.

(a) The operator of a commercial quadricycle must have a valid Wisconsin Driver's license to drive/operate a commercial quardicycle in the City.

(b) No operator of a commercial quadricycle may consume alcohol while the commercial quadricycle is occupied by passengers.

(c) No operator may operate a commercial quadricycle while the person has a blood alcohol concentration of more than 0.02.

(d) No operator may operate a commercial quadricycle on which any alcohol beverages are carried or consumed.

(e) No person may operate a commercial quadricycle on which any alcohol beverages other than fermented malt beverages are carried or consumed.

(f) The owner or operator of a commercial quadricycle shall advise passengers that they may not consume alcohol on quadricycles and shall conspicuously post a notice of these restrictions upon the commercial

quadricycle in a form and manner approved by the Wisconsin Dells Policy Chief.

(7) Passengers.

(a) No passenger may occupy a commercial quadricycle on a seat equipped with a pedal unless such person is physically able to sit upright in the seat and operate the pedals which power the vehicle.

(b) Every passenger on a commercial quadricycle must have access to protective headgear approved by the American National Standards Institute (ANSI) or the Snell Memorial Foundation.

(8) Quadricycle route.

(a) The plan of operation of a licensed commercial quadricycle shall be reviewed by City staff and approved by the Chief of Police. The plan of operation must include the geographic area in which the quadricycle shall routinely operate and may include a description of procedures for notifying police or other authorities when anticipated operation of a commercial quadricycle deviates from customary routes.

(b) Any deviation from this route may include a description of procedures for notifying police or other authorities when anticipated operation of a quadricycle deviates from customary routes.

(9) Failure of a licensee to comply with the regulations of this section shall constitute grounds for nonrenewal, suspension or revocation of the license.

SECTION IV: VALIDITY

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

SECTION V: CONFLICTING PROVISIONS REPEALED

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

SECTION VI: EFFECTIVE DATE

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

SECTION VII: PART OF CODE

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

Edward Wojnicz, Mayor

Nancy R. Holzem, City Clerk

First Reading Passed:
Second Reading Passed:
Published:

CITY OF WISCONSIN DELLS
ORDINANCE NO. _____

ITEM 14

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

SECTION I: PURPOSE

The purpose of this ordinance is to reduce the number of Business Improvement District Committee members by one starting with the April 2019 appointments.

SECTION II: PROVISIONS AFFECTED

Wisconsin Dells Code sec. 1.11(3) is amended.

SECTION III: PROVISIONS AS AFFECTED:

1.11 BUSINESS IMPROVEMENT DISTRICT

(3) The board shall consist of ~~ten (10)~~ ***nine (9)*** members appointed by the Mayor and confirmed by the Common Council. ~~Nine (9)~~ ***Eight (8)*** of the members shall serve staggered terms of three years and a member of the Common Council shall be appointed annually. A majority of the board shall own or occupy real property in the 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 and as provided by statute.

SECTION VII: PART OF CODE

This ordinance becomes a part of Wisconsin Dells Code, Chapter 1.

_____ _____

Edward E. Wojnicz, Mayor Nancy R. Holzem, Clerk/Coordinator

First Reading Passed:
Second Reading Passed:
Publication: