

# CITY OF WISCONSIN DELLS MEETING AGENDA

**Meeting Description: COMMON COUNCIL MEETING**

**Date: MONDAY, FEBRUARY 24, 2020 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
<b>OPENING</b>				
1	Call to Order & Roll Call Attendance			
2	Pledge of Allegiance			
3	<b>Approval of Consent Agenda Items:</b> <ul style="list-style-type: none"> <li>a. January 20, 2020 Common Council Meeting Minutes</li> <li>b. Schedule of Bills Payable dated</li> <li>c. Applications for Bartender Licenses</li> </ul>			
<b>AGENDA ITEMS</b>				
4	Citizen Appearances/Public Comment for Any Non-Agenda Item			
5	Application for a Temporary Class B Wine (Picnic) License Submitted by Downtown Dells Committee for a Spring Wine Walk April 24, 2020			
6	Application for an Original Class B Beer and Class B Liquor License Submitted by Fisher's Bar Est 1933 LLC, Douglas Fisher Agent, for Fisher's Bar, 719 Superior Street, for the Licensing Period of February 25, 2020 Through June 30, 2020 (License holder name change for existing business)			
7	Application for an Original Class B Beer & Class C Wine License Submitted by Asgard Axe Throwing LLC, Dennis Mitchell Agent, for Asgard Axe Throwing, 714 Oak Street, for the Licensing period of February 25, 2020 through June 30, 2020 (License holder name change, location change and wine license added for existing business)			
8	Application for an Original Class B Beer & Class B (Quota Plus) Liquor License Submitted by San Antonio Mexican Restaurant LLC, Luis Martinez Agent, for San Antonio Mexican Restaurant, 742 Eddy Street, for the Licensing Period of February 25, 2020 through June 30, 2020			
9	Application for an Original Class C Wine License Submitted by Taco Loco LLC, Abel Villarreal Agent, for Taco Loco, 808 River Road, for the Licensing Period of February 25, 2020 through June 30, 2020			
<b>RESOLUTIONS</b>				
10	Resolution to Recommend to the Joint Review Board That the Length of Tax Incremental District #2 be Extended by 4 Years, as Allowed by State Statute			
11	Resolution to Approve the Agreement with the Wisconsin Dells School District and Village of Lake Delton Confirming the Terms of the New High School Project			
12	Resolution to Amend the 2020 Schedule of Fees with Updated Park Shelter Fees and Athletic Fields			
13	Resolution to Approve the TIF District #3 Development Agreement with Sports Impressions, Ltd.			
14	Resolution to Approve the TIF District #2 Development Agreement for New Apartments			
15	Resolution to Approve the Event Management Agreement with the Wisconsin Dells Festivals, Inc.			

16	Resolution to Approve the Recycling Collection Contract with Pellitteri Waste Systems, Inc.
17	Resolution to Approve Participation in Joint Jurisdictional Reconstruction of 9 <sup>th</sup> Avenue
18	Resolution to Approve Additional Funding for the Electric Transfer of Area F (Trappers Turn) as Part of the On-going Electric Territorial Transfer Agreement with Alliant
19	Resolution to Approve the Right-of-Way Plat and Relocation Order Associated with County A as Part of the Reconstructed Intersection for the New High School
20	Resolution to Approve a Conditional Use Permit to Movin' Out, Inc in Order to Allow "Residential Multi-Family" at 920 Race Street, Columbia County Parcel 11291-1008.03
21	Resolution to Approve a Conditional Use Permit to Dells Zipline Adventures, LLC for a Zipline Addition Over 45ft in Height and a Walk-up Service Window at Chula Vista Resort, Adams County Parcels 291-004-10000 and 291-004-10010
22	Resolution to Approve the Site Plan Application Submitted by Dells Zipline Adventures, LLC for Construction of a Zipline Expansion at Chula Vista Resort
23	Resolution to Approve a Conditional Use Permit to C & C Thrill Rides, LLC for a Vertical Accelerator Bungee Ride Over 45ft in Height and a Walk-up Service Window at Chula Vista Resort, Adams County Parcels 291-004-100000 and 291-004-100010
24	Resolution to Approve the Site Plan Application Submitted by C & C Thrill Rides, LLC for Construction of an Amusement Ride and Ticket Booth at Chula Vista Resort
25	Resolution to Approve a Conditional Use Permit to Jeff Peetz for Overnight Rentals at 815 Church Street, Columbia County Parcel 11291-662, Zoned C-1 Commercial – Neighborhood
26	Resolution to Approve the Certified Survey Map Requested by Helugus, LLC and Riverview Boat Line
<b>ORDINANCES</b>	
27	Second Reading of Proposed Ordinance to Correct Zoning Map Regarding Land Adjacent to the Tower View Mobile Home Park
28	First Reading of Ordinance Updating License and Permit Restrictions Due to Delinquent Taxes and Other Charges
<b>CLOSING</b>	
29	Business for Referral to Subsequent Meetings
30	Adjourn
	Nancy Holzem
	City Clerk/Coordinator
	Posted: 02/21/2020
	Please be advised that upon reasonable notice, the City of Wisconsin Dells will furnish appropriate auxiliary aids and services to afford individuals with disabilities an equal opportunity to participate in meeting activities.



### Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$10.00

Application Date: 2-21-2020

Town  Village  City of WISCONSIN DELLS

County of COLUMBIA

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
- A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 4/24/2020 5pm and ending 4/24/2020 9pm and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

- 1. Organization** (check appropriate box) →
- Bona fide Club
  - Church
  - Lodge/Society
  - Veteran's Organization
  - Fair Association or Agricultural Society
  - Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name DOWNTOWN DELLS COMMITTEE

(b) Address PO BOX 473 WISCONSIN DELLS, WI 53965  
(Street)  Town  Village  City

(c) Date organized 2004

(d) If corporation, give date of incorporation \_\_\_\_\_

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President MARK SWEET, PO BOX 473; WISCONSIN DELLS, WI. 53965

Vice President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

(g) Name and address of manager or person in charge of affair: Mark Sweet

**2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored: (listed separately)**

- (a) Street number \_\_\_\_\_
- (b) Lot \_\_\_\_\_ Block \_\_\_\_\_
- (c) Do premises occupy all or part of building? \_\_\_\_\_
- (d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: \_\_\_\_\_

**3. Name of Event**

- (a) List name of the event 9th DOWNTOWN DELLS SPRING WINE WALK
- (b) Dates of event FRIDAY, APRIL 24

**DECLARATION**

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer Mark Sweet  
(Signature / Date)

DOWNTOWN DELLS COMMITTEE  
(Name of Organization)

Date Filed with Clerk 2-20-2020

Date Reported to Council or Board 2-24-2020

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_

## 2020 WINE WALK PARTICIPANTS

<b>GENTURY 21 AFFILIATED</b>	<b>727 OAK STREET</b>
<b>CARR VALLEY CHEESE</b>	<b>420 BROADWAY</b>
<b>CHALET LANES</b>	<b>720 ELM STREET</b>
<b>BELLS DISTILLERY</b>	<b>206 BROADWAY</b>
<b>FROZEN BEAR</b>	<b>326 BROADWAY</b>
<b>GREAT HARVEST BREAD COMPANY</b>	<b>329 BROADWAY</b>
<b>HERB RX OF WISCONSIN DELLS</b>	<b>725 OAK STREET</b>
<b>KILBOURN CORK</b>	<b>716 OAK STREET</b>
<b>MADE WITH LOVE</b>	<b>316 BROADWAY</b>
<b>MAURER'S MARKET</b>	<b>216 WASHINGTON</b>
<b>MOJO MUSIC</b>	<b>817 BROADWAY</b>
<b>MYRT AND LUCY'S CHAT AND CHEW</b>	<b>701 BROADWAY</b>
<b>NEIRA EVENT GROUP</b>	<b>613 BROADWAY</b>
<b>RIVER WALK PUB</b>	<b>911 RIVER ROAD</b>
<b>SAN ANTONIO MEXICAN RESTAURANT</b>	<b>742 EDDY STREET</b>
<b>SHOWBOAT SALOON</b>	<b>24 BROADWAY</b>
<b>SOLE - MOCCASINS AND MORE</b>	<b>114 BROADWAY</b>
<b>STEFFES TRUE VALUE</b>	<b>727 SUPERIOR</b>
<b>THE VUE - WATERFRONT DINING AND BAR</b>	<b>1015 RIVER ROAD</b>
<b>THOMPSON'S FULL BLOOM</b>	<b>212 BROADWAY</b>
<b>WINNEBAGO GIFT SHOP</b>	<b>226 BROADWAY</b>

# Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 2-25-2020 ending: 6/30/2020  
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the:  Town of } Wisconsin Dells  
 Village of }  
 City of }

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

Check one:  Individual  Limited Liability Company  
 Partnership  Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number 456102959494604	
FEIN Number 84-3888183	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>pd</u>
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$ <u>pd</u>
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>14.00</u>
<b>TOTAL FEE</b>	\$ <u>pd</u>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)  
FISHER'S BAR EST 1933 LLC

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

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Fisher</u>	<u>Douglas</u>	<u>Edward</u>	<u>4191 9th Avenue Wisconsin Dells WI 53965</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Fisher's Bar Business Phone Number 608-253-7049  
2. Address of Premises 719 Superior Street Post Office & Zip Code Wisconsin Dells WI 53965

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)  
First Floor, Basement and Patio Deck at 719 Superior Street Wisconsin Dells WI 53965

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

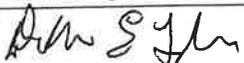
4. Legal description (omit if street address is given above): \_\_\_\_\_

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? .....  Yes  No

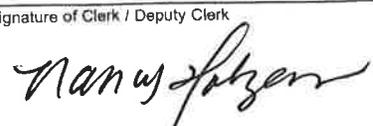
(b) If yes, under what name was license issued? Fisher's Tavern Douglas E. Fisher

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** .....  Yes  No
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? .....  Yes  No  
**If yes, explain.**
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** .....  Yes  No
9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 12.5.2019 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** .....  Yes  No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.**  Yes  No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] .....  Yes  No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] .....  Yes  No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? .....  Yes  No

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) Fisher, Douglas E.	Title/Member Agent/Owner	Date 1-13-20
Signature 	Phone Number 608-408-9802	Email Address doug.fisher5@frontier.

**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk 1-13-2020	Date reported to council / board 2.24.2020	Date provisional license issued	Signature of Clerk / Deputy Clerk 
Date license granted	Date license issued	License number issued	

# Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of:  Town  
 Village of Wisconsin Dells County of Columbia  
 City

The undersigned duly authorized officer/member/manager of FISHER'S BAR EST 1933 LLC  
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Fisher's Bar  
(Trade Name)

located at 719 Superior Street Wisconsin Dells WI 5965

appoints Douglas E. Fisher  
(Name of Appointed Agent)  
4191 9th Avenue Wisconsin Dells WI 53965  
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes  No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course?  Yes  No  
How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 60 Yrs

Place of residence last year \_\_\_\_\_

For: FISHER'S BAR EST 1933 LLC  
(Name of Corporation / Organization / Limited Liability Company)

By: \_\_\_\_\_  
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

## ACCEPTANCE BY AGENT

I, Douglas E. Fisher, hereby accept this appointment as agent for the  
(Print / Type Agent's Name)  
corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Douglas E. Fisher 1-13-20 Agent's age 60  
(Signature of Agent) (Date)  
4191 9th Avenue Wisconsin Dells WI 53965 Date of birth 03/30/1959  
(Home Address of Agent)

## APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on \_\_\_\_\_ by \_\_\_\_\_ Title \_\_\_\_\_  
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

# Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Fisher		Douglas		Edward	
Home Address (street/route)		Post Office		City	
4191 9th Avenue		Wisconsin Dells		Wisconsin Dells	
Home Phone Number		Age		Date of Birth	
<del>self employed</del> 608-408-9802		60		1959 03/30/ <del>2059</del>	
				State	
				WI	
				Zip Code	
				53965	
				Place of Birth	
				Baraboo	

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

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- Agent** \_\_\_\_\_ of **FISHER'S BAR EST 1933 LLC**  
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

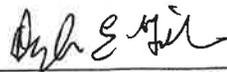
The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 60 YRS
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
 If yes, identify. \_\_\_\_\_  
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
 If yes, identify. \_\_\_\_\_  
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Thomas E. Fisher	Deceased	04/01/1977	06/30/1989
Self Employed	4191 9th Avenue Wis Dells	07/01/1989	01/13/2020

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.



(Signature of Named Individual)

# Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 2-25-2020 ending: 6-30-2020  
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the:  Town of } Wisconsin Dells  
 Village of }  
 City of }

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

Check one:  Individual  Limited Liability Company  
 Partnership  Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456-10 29 568414-01</u>	
FEIN Number <u>84-1838226</u>	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>pd</u>
<input checked="" type="checkbox"/> Class C wine	\$ <u>33.32</u>
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>14.00</u>
<b>TOTAL FEE</b>	\$ <u>47.32</u>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)  
Dennis Mitchell E III Asgard Axe Throwing LLC

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

President / Member Last Name <u>Mitchell</u>	(First) <u>Dennis</u>	(Middle Name) <u>Edward</u>	Home Address (Street, City or Post Office, & Zip Code) <u>4125 8th Ln Wisconsin Dells WI 53965</u>
Vice President / Member Last Name <u>Marcum</u>	(First) <u>Nicholas</u>	(Middle Name) <u>Ryan</u>	Home Address (Street, City or Post Office, & Zip Code) <u>876 County Rd K Wisconsin Dells WI</u>
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name <u><del>Dennis</del> Mitchell</u>	(First) <u>Dennis</u>	(Middle Name) <u>Edward</u>	Home Address (Street, City or Post Office, & Zip Code) <u>4125 8th Ln Wisconsin Dells WI 53965</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Asgard Axe Throwing Business Phone Number 608 432-3505  
2. Address of Premises 714 Oak st Post Office & Zip Code 53965

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)  
Entire Building 714 Oak st.

4. Legal description (omit if street address is given above): 714 Oak st.

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? .....  Yes  No  
(b) If yes, under what name was license issued? \_\_\_\_\_

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** .....  Yes  No  
*Owners/operators/staff are licensed Bartenders*
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? .....  Yes  No  
**If yes, explain.**
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** .....  Yes  No
9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 5/21/2019 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** .....  Yes  No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.**  Yes  No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] .....  Yes  No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] .....  Yes  No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? .....  Yes  No

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <i>Mitchell Dennis E III</i>	Title/Member <i>Owner</i>	Date <i>1-28-19</i>
Signature 	Phone Number <i>608 369-1669</i>	Email Address <i>asgardake@gmail.com</i>

**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk <i>1-29-2020</i>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

## Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 2-25-20 ending: 6-30-20  
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the:  Town of } Wisconsin Dells  
 Village of }  
 City of }

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

Check one:  Individual  Limited Liability Company  
 Partnership  Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456-102619833102</u>	
FEIN Number <u>45-3462656</u>	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$ <u>10,000</u>
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>14.00</u>
<b>TOTAL FEE</b>	\$ <u>10,014</u>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)  
Luis A Martinez / San Antonio Mexican Restaurant LLC.

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

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Martinez</u>	<u>Luis</u>	<u>A</u>	<u>415 6th Ave Baraboo WI 53913</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name San Antonio Mexican Rest ~~Inc~~ Business Phone Number 608 254-5798

2. Address of Premises 742 Eddy St Wisconsin Dells Post Office & Zip Code 53965

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)  
Dining area + the restaurant has 2 storage rooms with keys; upper level + outdoor patio

4. Legal description (omit if street address is given above): \_\_\_\_\_

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? .....  Yes  No

(b) If yes, under what name was license issued? San Antonio Mexican Restaurant  
B Beer + C Wine

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain**  Yes  No

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? **If yes, explain.**  Yes  No

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain**  Yes  No

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

9. (a) **Corporate/limited liability company applicants only:** Insert state \_\_\_\_\_ and date \_\_\_\_\_ of registration.

(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain**  Yes  No

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.**  Yes  No

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277]  Yes  No

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

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

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <b>Martinez Luis A.</b>	Title/Member <b>Owner</b>	Date <b>01/24/2020</b>
Signature 	Phone Number <b>608 448-8165</b>	Email Address <b>Verossy-Olivares@hotmail.co</b>

**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk <b>1-24-2020</b>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

# Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Martinez		Luis		A	
Home Address (street/route)		Post Office	City	State	Zip Code
415 6th			Baraboo	WI	53913
Home Phone Number		Age	Date of Birth	Place of Birth	
608 448-8165		38	06/09/1981	Mexico	

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

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.

Luis A Martinez of San Antonio Mexican Restaurant LLC  
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 17 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
 If yes, identify. \_\_\_\_\_  
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
 If yes, identify. \_\_\_\_\_  
(Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Snowboat Salon	24 Broadway st	03/2010	11/2011
Springbrook Golf	242 Lake Shore Dr Wisconsin Dells	03/2010	11/2011

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

  
 \_\_\_\_\_  
(Signature of Named Individual)

# Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of:  Town  Village  City of Wisconsin Dells County of Columbia

The undersigned duly authorized officer/member/manager of San Antonio Mexican Restaurant LLC  
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as San Antonio Mexican Restaurant LLC  
(Trade Name)

located at 742 Eddy St Wisconsin Dells, WI 53965

appoints Luis A Martinez  
(Name of Appointed Agent)  
415 6th Ave Baraboo WI 53913  
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

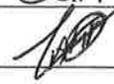
Yes  No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course?  Yes  No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? \_\_\_\_\_

Place of residence last year 415 6th Ave Baraboo WI 53913

For: San Antonio Mexican Restaurant LLC  
(Name of Corporation / Organization / Limited Liability Company)

By:   
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

## ACCEPTANCE BY AGENT

I, Luis A. Martinez, hereby accept this appointment as agent for the  
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

 01/24/2020 Agent's age 38 years  
(Signature of Agent) (Date)  
415 6th Ave Baraboo WI 53913 Date of birth 06/09/81  
(Home Address of Agent)

## APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on \_\_\_\_\_ by \_\_\_\_\_ Title \_\_\_\_\_  
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

**City of Wisconsin Dells**  
**“Class B” Quota Plus Liquor License Supplemental Form**

- Seller's Permit Number
- Federal Employer ID Number
- Notarized Original Application Form
- Notarized Supplemental Form

- Description of Licensed Premise
- Background Investigation Form(s)
- Notarized Transfer of Ownership
- \*Articles of Incorporation
- \*Notarized Appointment of Agent
- \* Corporation/LLC only

- Floor Plans
- Lease
- Sample Menu
- Business Plan

1. Name of Applicant/Partner/Corporation/LLC: Luis A Martinez / Restaurant LLC San Antonio Mexican
2. Address of Licensed Premise: 742 Eddy St Wisconsin Dells WI 53965
3. Telephone Number: 608 254-5798 Cell Phone Number: 608 448-8165
4. Anticipated opening date: 03/01/2020
5. Mailing address if not opening immediately: PO Box 395 Wisconsin Dells WI 53965
6. Business Description, including hours of operation: Dining Restaurant typically from 10am to 11pm
7. Do you plan to have entertainment?  No  Yes—What kind and what effect will it have on the surrounding businesses or residential areas: \_\_\_\_\_
8. **Attach** a detailed written description of building, including overall dimensions, seating arrangements, capacity, kitchen, bar size and all areas where alcohol beverages are to be sold and stored. The licensed premise described cannot be expanded or changed without the approval of the Common Council.
9. Describe existing parking: City Public Parking
10. Are you operating under a lease or franchise agreement? Yes (attach a copy)  No
11. Owner of building where establishment is located: Luis A. Martinez  
Address of Owner: 415 6th Ave Baraboo WI 53913 Phone Number: 608 448-8165
12. What type of establishment are you? (Check all that apply) Nightclub  Restaurant  Other  
Please Explain: Dining Restaurant

13. Please submit a sample menu with your application, if possible. What might eventually be included on your operational menu when you open?  Appetizers  Salads  Soups  Sandwiches

Entrees  Desserts  Pizza  Full Dinners

14. During what hours of your operation do you plan to serve food and what hours, if any, will food service not be available? All restaurant working hours, 10am - 11pm

15. Indicate any other product/service offered. food and beverages

16. Do you plan to have hosts or hostesses seating customers?  Yes  No

17. Do your plans call for a full-service bar?  Yes  No

If yes, how many bar stools do you anticipate having at your bar? 15

How many bartenders do you anticipate you would have working at one time on a busy night? 2

18. Will there be a kitchen facility separate from the bar?  Yes  No

19. Will there be a separate and specific area for eating only?  Yes  No

If yes, what will be the seating capacity for that area? \_\_\_\_\_

20. What type of cooking equipment will you have?  Stove  Oven  Fryers  Grill  Microwave

Provide a description of cooking equipment and kitchen layout: We have a dual kitchen attach blueprints

21. What is your estimated capacity? 358 (318 + 40 patio)

22. Restaurants serving alcohol under a Quota Plus License shall substantiate their gross receipts for food and beverage sales broken down by percentage. For new establishments, the percentage will be an estimate:

Gross Receipts from <del>Alcoholic</del> Beverages:	<u>20</u> %
Gross Receipts from Food & Non-Alcoholic Beverages:	<u>75</u> %
Gross Receipts from Other Sales:	<u>5</u> %
<b>Total Gross Receipts:</b>	<b><u>100</u> %</b>

23. Do you have written records to document the percentages shown?  Yes  No  
You may be required to submit documentation verifying the percentages you've indicated.

**Read carefully before signing.**

This is an application for a special form of "Class B" License to sell alcohol beverages for on premises consumption. The City of Wisconsin Dells refers to these special licenses as "Quota Plus Licenses". They are issued to applicants who meet certain statutory and city criteria in special circumstances. In seeking this license, the applicant has made representations regarding the type of establishment which will be operated pursuant to this license including, without limitation, seating capacity, theme, menu, décor, service level and entertainment. The city may approve this application based upon the unique characteristics of the venue as described and proposed. Absent those unique characteristics, the license may not have been approved and issued.

The city may suspend, revoke or non-renew this Quota Plus "Class B" License if it determines that the licensed premises are not being operated in a manner consistent with the application; or for any other reason pursuant to state law or city code. This license may not be transferred or assigned without the consent of the city.

Subscribed and Sworn to before me:

this 24 day of January, 2020



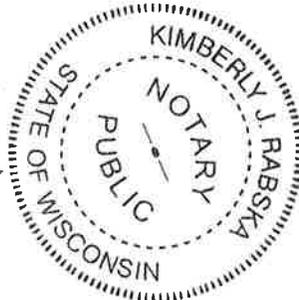
(SIGNATURE OF APPLICANT)

Luis A. Martinez

(PRINTED NAME OF APPLICANT)

Kimberly J. Rabaska  
(Notary Public)

My commission expires 11-1-2022







**BARRIENTOS**  
DESIGN

205 West Highland Avenue, Suite 303  
Milwaukee, WI 53203  
office 414.271.1812  
www.barrientosdesign.com

DATE: 7/24/2019

PROJECT: SAN ANTONIO RESTAURANT

**San Antonio Restaurant**  
742 Eddy Street  
Wisconsin Dells, WI 53965

NO.	DATE	DESCRIPTION
1		

DESIGNED BY: [Signature]

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DATE: 7/24/2019

CONSTRUCTION

PROJECT NO: 50767

DATE: 7/24/2019

PROJECT: SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

PROJECT: SECOND FLOOR PLAN

DATE: 7/24/2019

PROJECT: SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

PROJECT: SECOND FLOOR PLAN

DATE: 7/24/2019

PROJECT: SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

PROJECT: SECOND FLOOR PLAN

DATE: 7/24/2019

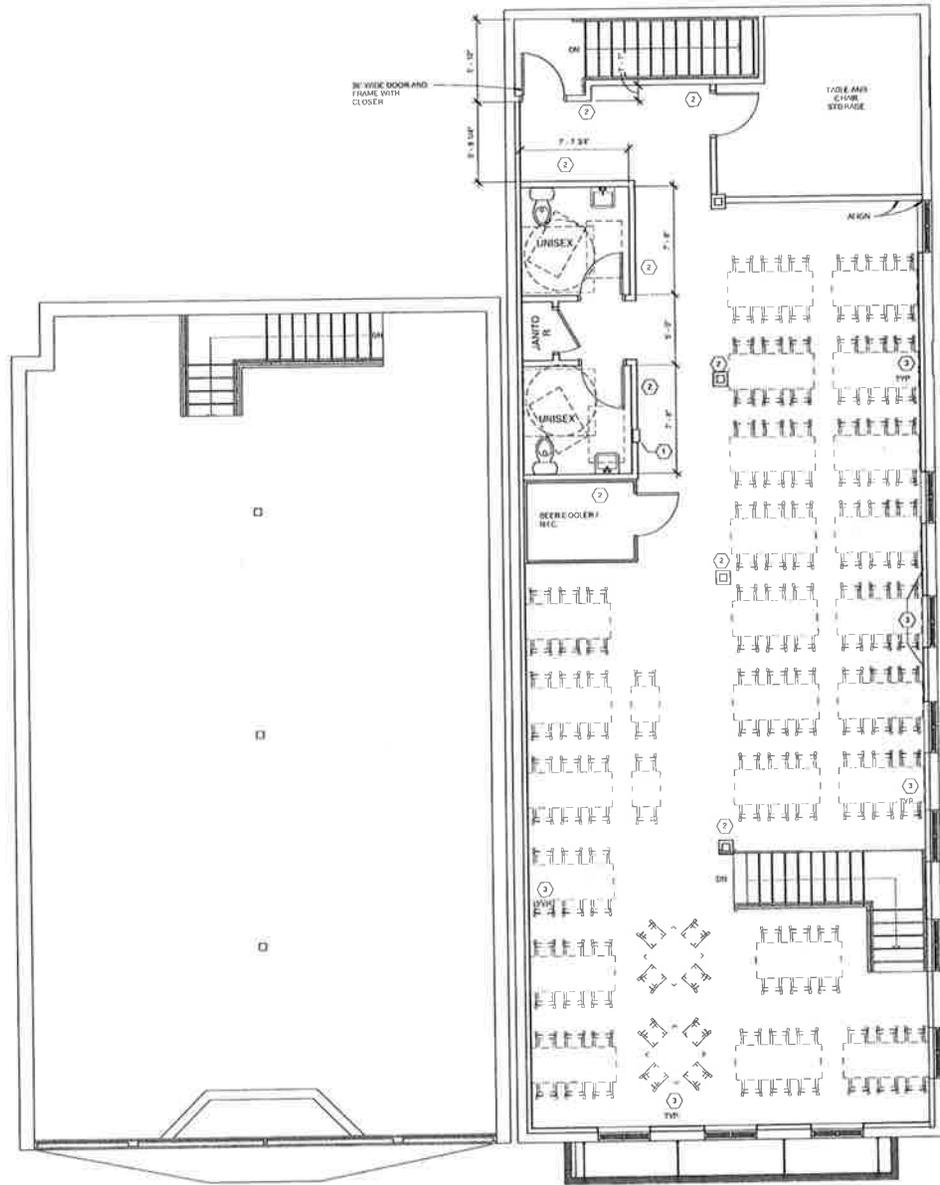
PROJECT: SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

PROJECT: SECOND FLOOR PLAN

DATE: 7/24/2019

PROJECT: SECOND FLOOR PLAN



1 SECOND FLOOR PLAN  
1/8" = 1'-0"

**GENERAL NOTES**

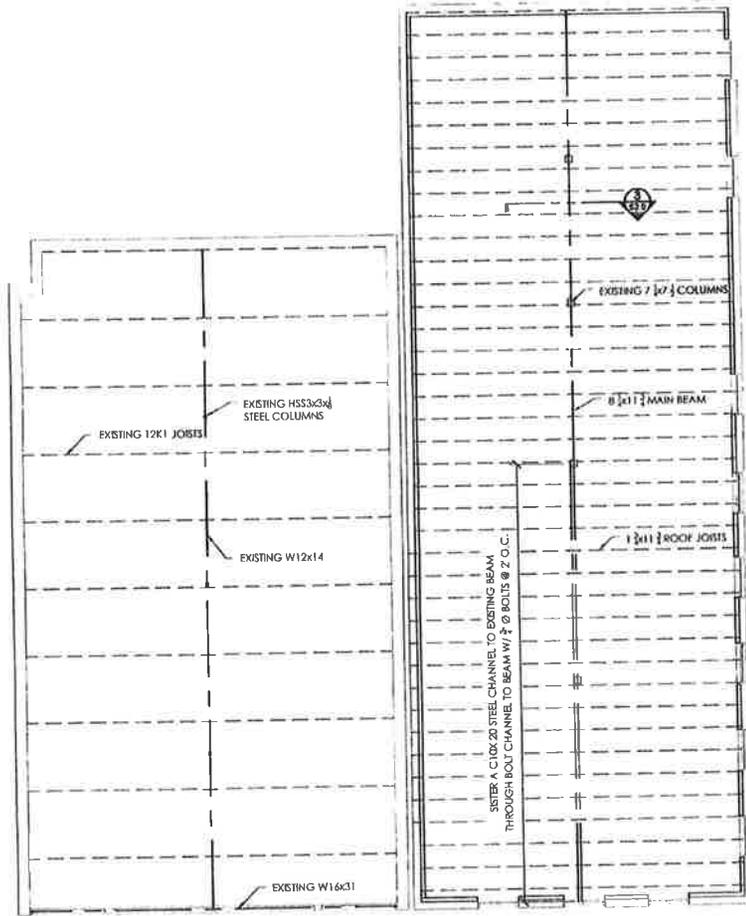
1. PROVIDE WOOD BASE AT ALL NEW GYPSUM BOARD WALLS
2. CONFIRM ALL VERTICAL ROOM HEIGHTS AND ACCESSORIES WITH BUILDING OWNER

**FIRE SUPPRESSION PLUMBING, HVAC, ELECTRICAL/COMMUNICATIONS - GENERAL**

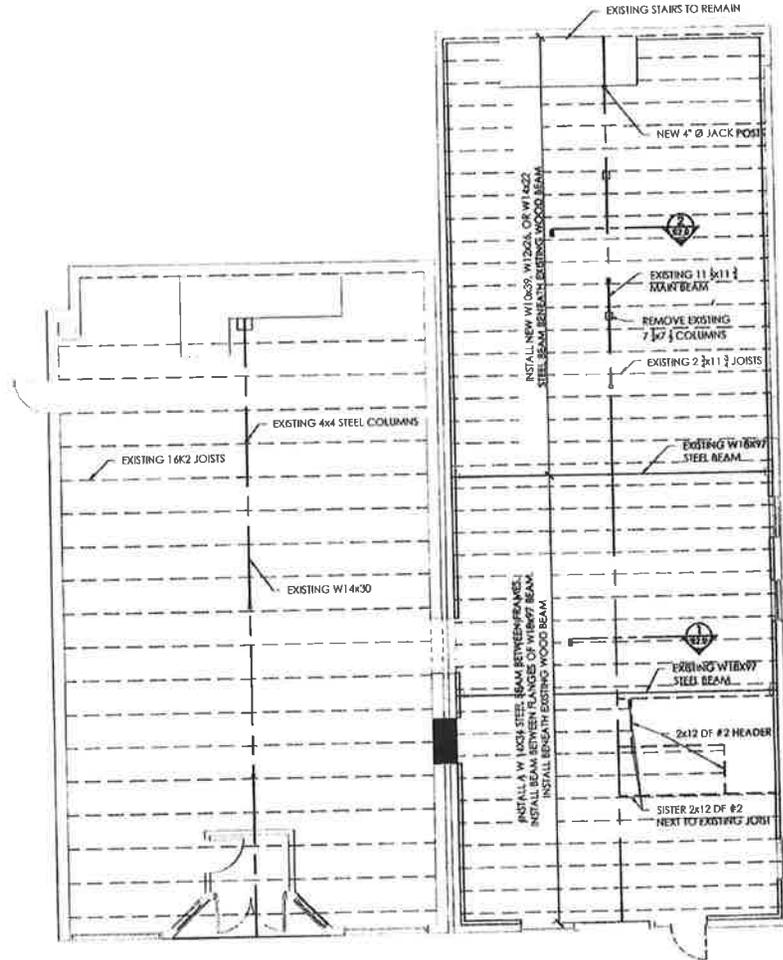
- A. WORK FOR THIS PROJECT SHALL BE OBSERVED BY THE CONTRACTOR. ALL SYSTEMS AND COMPONENTS SHALL MEET APPLICABLE CODE REQUIREMENTS. COORDINATE WITH ALL BUILDING OWNERS/INSURANCE CARRIERS REQUIREMENTS. ALL CONTRACTORS SHALL COORDINATE WITH THE WORK OF OTHER TRADES.
- B. THE CONTRACTOR SHALL OBTAIN ALL PERMITS AND PAY ALL FEES RELATED TO THE WORK AS REQUIRED BY STATE AND LOCAL AUTHORITIES. INCLUDE ALL APPROVALS AND VARIANCES RELATING TO WORK. PROVIDE ALL DRAWINGS AND CALCULATIONS.
- C. PRIOR TO SUBMITTING A BID, VISIT THE SITE TO DETERMINE PROJECT REQUIREMENTS.
- D. SHALL INCLUDE SHALL INCLUDE COORDINATION WITH OTHER TRADES ON THE PROJECT.
- E. SEAL ALL FLOOR JOISTS AND WALL PENE TRATIONS. PROVIDE RAISED SYSTEMS AT ALL WATER CONSTRUCTION, IF APPLICABLE. PROVIDE TRIM AT ALL PENE TRATIONS IN EXPOSED LOCATIONS.
- F. CONFORM TO ALL IBC REQUIREMENTS.
- G. PROVIDE COMPLETE DRAWINGS AND SPECIFICATIONS FOR REVIEW BY BUILDING OWNER PRIOR TO ORDERING MATERIALS AND INSTALLATION.
- H. ELECTRICAL REQUIREMENTS SPECIFIED ON THE PLANS IS A GUIDE ONLY AND SHOULD BE CONSULTED WITH THE ELECTRICAL CONTRACTOR. THE ELECTRICAL CONTRACTOR SHALL OBTAIN ALL REQUIREMENTS AND ENSURE COORDINATION OF ELECTRICAL ITEMS WITH BUILDING CONSTRUCTION AND EQUIPMENT AND SHALL OBTAIN THE NEEDED SIGNATURES TO PROVIDE A COMPLETE AND DETAILED INSTALLATION FOR THE OWNER.
- I. PROVIDE EXIT LIGHTS AS NEEDED TO MEET THE CODE AND THE APPROVAL OF THE BUILDING INSPECTOR. MATCH BUILDING EXISTING AND ALARM SYSTEM IS REQUIRED.
- J. PROVIDE LIGHT FIXTURE, CUTS AND LAYOUT OF LIGHT FIXTURES FOR OWNER APPROVAL PRIOR TO INSTALLATION.
- K. PROVIDE LAYOUT OF ELECTRICAL OUTLETS AND SWITCHES, TELEPHONE AND DATA OUTLETS, EXIT LIGHTS, FIRE ALARMS, SMOKE DETECTORS, PANEL LOCATIONS AND OTHER EQUIPMENT FOR OWNER APPROVAL PRIOR TO INSTALLATION.
- L. VERIFY ALL EXISTING DIMENSIONS AND OPENINGS THAT ARE NOTED ON PLANS. INFORM ARCHITECT OF DISCREPANCIES.

**KEYED NOTES**

1. PARTIALLY RECESSED FIRE EXTINGUISHER AND CABINET
2. NEW 3 5/8" METAL STUDS AND 5/8" GYPSUM BOARD
3. NEW 3 5/8" METAL STUDS AND 5/8" GYPSUM BOARD FURRING AT EXTERIOR WALL



1 ROOF FRAMING  
SCALE: 1/4"=1'-0"



1 SECOND FLOOR FRAMING  
SCALE: 1/4"=1'-0"



**General Engineering Company**  
 P.O. Box 140 • 1915 Street Lake Dr. • Portage, WI 53907  
 920-242-2100 (Office) • 920-242-2552 (Fax)  
 www.generaleng.com

**FLOOR FRAMING MODIFICATIONS**  
**SAN ANTONIA RESTAURANT**  
**NORMAN BARRIENTOS**  
 City of Baraboo  
 Sauk County, WI

REVISIONS	NO.	BY	DATE

SCALE

DRAWN BY	JFH
REVIEWED BY	KSF
ISSUE DATE	3/28/2017
GEC FILE NO.	2-0318-187
SHEET NO.	

S1.0



# Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 2-25-20 ending: 6/30/2020  
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the:  Town of } Wisconsin Dells  
 Village of }  
 City of }

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

Check one:  Individual  Limited Liability Company  
 Partnership  Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456-1030546213-04</u>	
FEIN Number <u>61-1929058</u>	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input type="checkbox"/> Class B beer	\$
<input checked="" type="checkbox"/> Class C wine	\$ <u>41.65</u>
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>14.00</u>
<b>TOTAL FEE</b>	\$ <u>55.65</u>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)  
TACO LOCO LLC

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

President / Member Last Name <u>VILLARREAL FRANCO</u>	(First) <u>ABG</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code) <u>LO WENTWORTH CIR MADISON WI 53719</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name <u>VILLARREAL</u>	(First) <u>ABG</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name EL TACO LOCO LLC Business Phone Number (608)-253-0777  
2. Address of Premises 808 RIVER RD WISCONSIN DELLS Post Office & Zip Code 53965

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

LOCKED COOLER

4. Legal description (omit if street address is given above): \_\_\_\_\_

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year?  Yes  No

(b) If yes, under what name was license issued? EL Taco Loco - B Beer

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain**  Yes  No
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? **If yes, explain.**  Yes  No
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain**  Yes  No
9. (a) **Corporate/limited liability company applicants only:** Insert state \_\_\_\_\_ and date \_\_\_\_\_ of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain**  Yes  No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.**  Yes  No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277]  Yes  No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]  Yes  No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?  Yes  No

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <b>ABEL VILLARREAL FRAUSTO</b>	Title/Member <b>OWNER</b>	Date <b>1/23/20</b>
Signature 	Phone Number	Email Address <b>tacolecrowisdells@gmail.com</b>

**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk <b>1-24-2020</b>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

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

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the Finance Committee from their February 24, 2020 meeting;

It recommends to the Joint Review Board that the length of Tax Incremental District #2 be extended by 4-years, as allowed by State Statute 66.1105(7)(am)(1).

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

Attest:

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

Vote: \_\_\_\_\_ ayes; \_\_\_\_\_ nays; \_\_\_\_\_ abs  
Date Introduced: February 24, 2020  
Date Passed:  
Date Published:

determine if all financial transactions are made in a legal and proper manner and to determine if the tax incremental district is complying with its project plan and with this section. Any city that creates a tax incremental district under this section and has an annual general audit may include the audits required under this subsection as part of the annual general audit.

(b) Audits shall be conducted no later than:

1. Twelve months after 30 percent of the project expenditures are made;
2. Twelve months after the end of the expenditure period specified in sub. (6) (am) 1.; and
3. Twelve months after the termination of the tax incremental district under sub. (7).

(c) The city shall prepare and make available to the public updated annual reports describing the status of each existing tax incremental district, including expenditures and revenues. The city shall file a copy of the report with each overlying district and the department of revenue by July 1 annually. The copy of the report filed with the department of revenue shall be in electronic format. The annual report shall contain at least all of the following information:

1. The name assigned to the district under sub. (4) (gm) 3.
2. The declared classification of the tax incremental district under sub. (4) (gm) 6. and the scope of the project.
3. The name of any developer who is named in a developer's agreement with the city or who receives any financial assistance from tax increments allocated for the tax incremental district.
4. The date that the city expects the tax incremental district to terminate under sub. (7).
5. The amount of tax increments to be deposited into a special fund for that district under sub. (6) (c).
6. An analysis of the special fund under sub. (6) (c) for the district. The analysis shall include all of the following:
  - a. The balance in the special fund at the beginning of the fiscal year.
  - b. All amounts deposited in the special fund by source, including all amounts received from another tax incremental district.
  - c. An itemized list of all expenditures from the special fund by category of permissible project costs.
  - d. The balance in the special fund at the end of the fiscal year, including a breakdown of the balance by source and a breakdown of the balance identifying any portion of the balance that is required, pledged, earmarked, or otherwise designated for payment of, or securing of, obligations and anticipated project costs. Any portion of the ending balance that has not been previously identified and is not identified in the current analysis as being required, pledged, earmarked, or otherwise designated for payment of, or securing of, obligations or anticipated project costs shall be designated as surplus.
7. The contact information of a person designated by the city to respond to questions or concerns regarding the annual report.
  - (d) 1. The department of revenue shall, by rule, designate a format for annual reports under par. (c) and shall require these reports to be filed electronically.
  2. The department of revenue shall post annual reports on its official Internet site no later than 45 days after the department receives the report from the city. The department shall also post a list of cities that have not submitted a required annual report to the department of revenue.
  3. Notwithstanding par. (c), if a city provides the department of revenue with sufficient evidence that an annual report is in the process of being completed, the department of revenue may grant an extension of time for submitting the report. The department shall post on its official Internet site a list of cities that have received an extension granted under this subdivision, the period of the extension, and an indication of whether the municipality timely filed the report within the extension.

4. If an annual report is not timely filed under subd. 3. or par. (c), the department of revenue shall notify the city that the report is past due. If the city does not file the report within 60 days of the date on the notice, except as provided in this subdivision, the department shall charge the city a fee of \$100 per day for each day that the report is past due.

(7) TERMINATION OF TAX INCREMENTAL DISTRICTS. A tax incremental district terminates when the earlier of the following occurs:

(a) That time when the city has received aggregate tax increments with respect to the district in an amount equal to the aggregate of all project costs under the project plan and any amendments to the project plan for the district, except that this paragraph does not apply to a district whose positive tax increments have been allocated under sub. (6) (d), (dm), (e), or (f) until the district to which the allocation is made has paid off the aggregate of all of its project costs under its project plan.

(ak) 1. Except as provided in par. (am) 1. and 4., for a district about which a finding is made under sub. (4) (gm) 4. a. that not less than 50 percent, by area, of the real property within the district is a blighted area or an area in need of rehabilitation or conservation work, and if the district to which the plan relates is created after September 30, 1995, and before October 1, 2004, 27 years after the district is created.

2. Except as provided in par. (am) 4., for a district that is created after September 30, 1995, and before October 1, 2004, and that is not subject to subd. 1. or 4., 23 years after the district was created, and, except as provided in subd. 3., for a district that is created before October 1, 1995, 27 years after the district is created.

NOTE: Subd. 2. is shown as affected by 2015 Wis. Acts 75 and 254 and as merged by the legislative reference bureau under s. 13.92 (2) (i).

3. For Tax Incremental District Number 2 in the city of Racine, 37 years after the district is created.

4. For Tax Incremental District Number 1 in the village of Weston, 33 years after the district is created.

(am) 1. Except as provided in subd. 4., for a district described under par. (ak) 1., the time period specified in that subdivision, except that the city that created the district may, subject to sub. (8) (e), request that the joint review board extend the life of the district for an additional 4 years. Along with its request for a 4-year extension, the city may provide the joint review board with an independent audit that demonstrates that the district is unable to pay off its project costs within the 27 years after the district is created. The joint review board may deny or approve a request to extend the life of the district for 4 years if the request does not include the independent audit, and the board shall approve a request to extend the life of the district for 4 years if the request includes the audit. If the joint review board extends the district's life, the district shall terminate at the earlier of the end of the extended period or the period specified in par. (a).

2. Except as provided in subd. 4., for a district that is created after September 30, 2004, about which a finding is made under sub. (4) (gm) 4. a. that not less than 50 percent, by area, of the real property within the district is suitable for industrial sites or mixed-use development, 20 years after the district is created, except that the city that created the district may, subject to sub. (8) (e), request that the joint review board extend the life of the district for an additional 3 years. Along with its request for a 3-year extension, the city may provide the joint review board with an independent audit that demonstrates that the district is unable to pay off its project costs within the 20 years after the district is created. The joint review board may deny or approve a request to extend the life of the district for 3 years if the request does not include the independent audit, and the board shall approve a request to extend the life of the district for 3 years if the request includes the audit. If the joint review board extends the district's life, the district shall terminate at the earlier of the end of the extended period or the period specified in par. (a). For a tax incremental district created after March 3, 2016, the termination date for a district to which this sub-

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

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the Finance Committee from their February 24, 2020 meeting; it

Approves the Agreement with the School District of Wisconsin Dells and the Village of Lake Delton Confirming the terms of the new high school project.

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

Attest:

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

Vote: \_\_\_\_\_ ayes; \_\_\_\_\_ nays; \_\_\_\_\_ abs  
Date Introduced: February 24, 2020  
Date Passed:  
Date Published:

## AGREEMENT

1. The parties to this agreement are the Board of Education of the School District of Wisconsin Dells ("SDWD"), a joint school district organized and operating under the laws of Wisconsin; the City of Wisconsin Dells ("CWD"), a municipality organized and operating under the laws of Wisconsin and the Village of Lake Delton ("VLD"), a municipality organized and operating under the laws of Wisconsin.

2. The SCWD has entered into a \$60,885,000 construction contract for construction of the new High School and athletic field, within the city of Wisconsin Dells (hereinafter the "Project").

3. Prior to commencement of the Project, the School District received pledges from the Village of Lake Delton and the City of Wisconsin Dells (hereinafter collectively referred to as the "Municipalities") to contribute qualified funds in support of the Project in the amount of Twenty-three Million Five Hundred Thousand Dollars (\$23,500,000) to the Project,

4. The SDWD has issued a bond in the amount of Thirty-three Million Six Hundred and Eighty-five Thousand Dollars (\$33,685,000) and has secured additional donations from private parties to provide the financing necessary for completion of the Project.

5. The SDWD has commenced construction of the Project in accordance with the state approved plans with a completion date of September 1, 2020.

6. The VLD and the CWD are contiguous municipalities, each imposing a Premiere Resort Area Tax enacted and authorized under s. 66.1113 and 77.994 Wis. Stats.

7. The VLD and the CWD have entered into an Intergovernmental Agreement agreeing to cooperate with payment of infrastructure expenses in accordance with ss 66.1113 (2)(c) and s 66.0301 Wis. Stats. Each municipality has enacted resolutions approving the contribution of funds to the SDWD in compliance with state law. The VLD and the CWD have mutually agreed that the construction of the Project is consistent with the overall objectives of the Village Board and the City Council and would provide a stimulus to the growth and profitability of the local tourist industry.

8. Before February 20, 2020, SDWD shall provide to the municipalities an itemized list of qualified Project costs related to constructing, or improving parking lots; access ways; transportation facilities, including roads and bridges; sewer and water facilities; and facilities available for musical or dramatic events, or other events involving educational, cultural, sporting activities, and other recreational facilities, and other equipment or materials dedicated to public safety or public works, all as defined in §66.1113 (1) (a) Wis. Stats.

9. The SDWD represents, warrants and agrees that:

(a) All of its actions in furtherance of the above described project were conducted in accordance with applicable law and regulations.

- (b) It has full authority to execute and perform this Agreement.
- (c) It owns the land and controls the development on the Project.
- (d) With the inclusion of the Twenty-three Million Five Hundred Thousand Dollar (\$23,500,000) contribution from the VLD and the CWD it has secured adequate financing for completion of the Project.
- (e) In exchange for the contributions from the Municipalities it shall construct the Minimum Improvements on the Development Property in accordance with the terms of this Agreement, the Project Plan and all local, state and federal laws and regulations.
- (f) The payment of the contribution shall be made in accordance with the attached draw schedule.
- (g) The SDWD attests that the following Minimum Improvements are included in the project and the allocated costs of the Minimum Improvements are as follows:

<u>Improvement</u>	<u>Cost</u>
1) Roads, parking lots	_____
2) Sewer and Water services	_____
3) Facilities for educational, cultural and sporting activities	_____
4) Recreational Facilities	_____
5) <u>Public Safety improvements</u>	_____
<u>Total</u>	<u>\$23,500,000</u>

- (h) There is no litigation, arbitration proceedings or governmental proceedings pending or threatened against the SDWD which would, if adversely determined, adversely and materially affect the financial condition or continued operations of Developer.
- (i) The Project shall be completed on or before December 31, 2020, in accordance with the terms and conditions of this agreement.

10. The SDWD agrees to enact a resolution approving this agreement and authorizing the officers of the Board of Education to execute this agreement.

11. The provisions of this Agreement shall not vest any rights in SDWD, except such rights as are expressly set forth herein or as shall be expressly provided by state statute.

12. The laws of the State of Wisconsin shall govern this Agreement. Nothing contained in this Agreement constitutes a waiver of any party's ability to assert its rights of immunity under applicable law.

13. If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provisions of this Agreement that can be given effect without the invalid provisions and, to this end, the provisions hereof are severable.

14. The parties expressly acknowledge and agree that this Agreement contains the entire Agreement of the parties hereto with respect to the of Twenty-three Million Five Hundred Thousand Dollars (\$23,500,000) contribution by the Municipalities, and this Agreement supersedes any prior arrangements or understandings between the parties with respect thereto, and each party hereby acknowledges and agrees that no other agreement, statement or promise made by either party hereto which is not contained herein, or incorporated by reference pursuant to the terms and conditions of this Agreement shall be binding or valid.

15. The parties expressly agree that the contribution by the Municipalities to the SDWD is a donation towards the construction of the Project only, free and clear of any rights to, or the use of, the new high school or grounds. The parties agree that the SDWD shall have all right title and interest in the Project free and clear of any lien or claim by the Municipalities or either of them.

16. The parties expressly agree that SDWD will pay for its use of the Project by paying the on-going costs of maintaining and repairing the Project. Further, the parties expressly agree that while the Municipalities have any bonds outstanding that were issued to finance the Project, the SDWD will only rent the Project pursuant to the SDWD's general facility use policy which allows users to rent facilities on a first-come, first-served basis.

17. This agreement is effective upon the execution by all parties following enactment of an authorizing resolution by each party.

Dated and effective: February\_\_\_\_2020

**BOARD OF EDUCATION  
SCHOOL DISTRICT OF WISCONSIN DELLS**

By: \_\_\_\_\_  
Jennifer Gavinski, President

By: \_\_\_\_\_  
Robert McClyman, Clerk

**CITY OF WISCONSIN DELLS**

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Ed Wojnicz, Mayor

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Nancy Holzem  
City Clerk/Administrator

**VILLAGE OF LAKE DELTON**

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John Webb, Village President

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Kay C. Mackesey  
Village Clerk-Treasurer-Coordinator

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

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the Parks & Recreation Committee from their February 5, 2020 meeting and the Finance Committee from their February 24, 2020 meeting;

It APPROVES amending the 2020 Schedule of Fees to include updated rental fees for park shelters and for the athletic fields.

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

Attest:

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

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

Date Introduced: February 24, 2020

Date Passed:

Date Published:

# Park Shelter Rental Prices

(All prices include sales tax and are subject to credit card processing fees)

<u>Indoor Facilities</u>	<u>Resident Fee (within school district)</u>				<u>Non-Resident Fee</u>				<u>Local Non-Profits</u>			
	hrly	4hr	8hr	Day	hrly	4hr	8hr	Day		4hr	8hr	
<b>Bowman Park Assembly Building</b>		\$158.25	\$316.50			\$237.40	\$369.25			25.00	50.00	
<b>Bowman Park Kitchen</b>		\$52.75	\$52.75			\$79.15	\$79.15			25.00	25.00	

<u>Outdoor Park Shelters</u>	<u>Resident Fee (within school district)</u>				<u>Non-Resident Fee</u>				<u>Local Non-Profits and Schools</u>			
<b>Bowman Park Shelter</b>			\$63.30				\$263.75					35
<b>Bowman Park (Lions Club Shelter)</b>			\$63.30				\$263.75					35
<b>Veterans Park</b>			\$63.30				\$263.75					35
<b>Captain Bob's</b>			\$63.30				\$263.75					35
<b>Ralph Hine's</b>			\$63.30				\$263.75					35
<b>Rotary Park</b>			\$63.30				\$263.75					35
<b>Any City/Village Park (not listed above excluding Newport)</b>			\$63.30				\$263.75					35

<u>Athletic Fields/Facilities</u>		<u>Day</u>	
<b>Baseball / Softball Fields</b>		\$290.13	

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

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the Finance Committee from their February 24, 2020 meeting; it

Approves the Tax Incremental District #3 Development Agreement with Sports Impressions Ltd. For construction and operation of a mixed-use commercial business at 925 Broadway.

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

Attest:

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

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

Date Introduced: February 24, 2020

Date Passed:

Date Published:

**Tax Increment District #3  
Development Agreement**

**City of Wisconsin Dells  
&  
Sports Impressions, Ltd.**

This Development Agreement is dated \_\_\_\_\_, 2020 by and between Sports Impressions, Ltd., a Wisconsin Business Corporation (Developer) and the City of Wisconsin Dells, a Wisconsin Municipal Corporation (City).

RECITALS

- A. Developer will acquire from the City the following described real estate located at 925 Broadway in the City of Wisconsin Dells: Block 4, Lot 52, Kilbourn City, Columbia County, Tax Parcels #291-997 (the "Property").
- B. The Property is a vacant lot located in City's Tax Increment District #3 (TID #3) which the City purchased and made ready for development.
- C. Developer intends to develop the Property and complete a project as follows:
  - Construct and operate a mixed-use commercial business with retail/showroom storefront floor space consisting of approximately 1,800 square feet and production floor space having approximately 5,800 square feet (the "Project").
- D. Developer will begin and complete construction and occupy the new facility before December 31, 2020.
- E. Upon completion of the Project, the City and Developer estimate the Tax Increment Value of the property will be sufficient to generate the tax increment revenues required for the purposes of this Agreement.

F. This Agreement is based on the following findings:

- Developer's ability to complete the Project is contingent upon the City providing financial and other development incentive assistance to the Developer on the terms set forth in this Agreement.
- It is in the public interest to utilize tax incremental financing incentives to assist the Developer to undertake the Project in a manner that is consistent with the terms and conditions of this Agreement.
- The City intends to cover its costs through the available tax increment generated by the Project.
- The Project and Property uses contemplated by this Agreement will serve the interests of the City by providing expanded and enhanced commercial activity and foot traffic in downtown Wisconsin Dells associated with Developer's JustaGame Fieldhouse.
- Construction of the Project and fulfillment of the terms and conditions of this Development Agreement are in the vital and best interests of the City and its residents and fulfill a public purpose in accordance with state law.

G. For the purpose of this agreement the "Base Value" of the property is \$167,600.00.

H. Terms not otherwise defined herein shall have the meanings set forth in Wis. Stat. sec. 66.1105.

AGREEMENT

Section 1. City Obligations.

City shall:

1. Incur City Development Costs of \$130,655.00 comprised of the following elements:
  - a. Sell and convey the Property to Developer for \$1.00 and other good and valuable consideration. (The City acquired the property at a cost of \$35,000.00 and incurred costs in the amount of \$65,000.00 to make the Property suitable for development.
  - b. Provide parking improvement assistance as set forth in Section 3 at an anticipated cost not to exceed \$30,655.00.
2. Provide Pay-Go assistance to the project in the total amount of \$25,000.00 as provided in Section 4.
3. Cooperate with Developer throughout with the implementation of the project and promptly review and process all submissions and applications in accordance with applicable City ordinances, policies and procedures.

Section 2. Developer Obligations.

Developer shall:

1. Acquire the property as provided in Recital A and construct and operate the Project as provided in Recital C.
2. Increase the tax increment value of the property in an amount sufficient to generate, directly or indirectly, the annual amount of the available tax

increment required to compensate City for its Development Costs and PayGo obligations; estimated to be \$1.1 Million.

3. For the term of this agreement, covenant and agree to take no actions, direct or indirect, to reduce or otherwise change the real property assessment of the property in such a manner as to decrease the available tax increment revenues required to compensate City for its Development Costs.
4. Obtain all necessary permits and approvals for the project and comply with all applicable laws, codes, ordinances, rules and regulations, including downtown design standards; and, pay all required permit, impact, connection and other fees including, without limitation, then current building permit and sewer connection fees.
5. Submit site plan(s), including building plans and landscape plans for City review and approval; and construct and maintain the project in accordance with the approved plans.
6. Install and pay for onsite utilities and infrastructure.

Section 3. Parking Improvements.

1. Attached as Exhibit A is a "925 Broadway Street Parking Concept Plan." This section delineates the implementation of that plan.
2. City will construct and install at its cost and expense, not to exceed \$30,655.00, 11 angle parking stalls with 5' sidewalk on Race Street.
3. City will designate the 11 stalls as '3 hour parking' to promote parking turnover.

4. If Developer wishes to convert the stalls to its exclusive use City and Developer will execute a Privilege Agreement and Developer shall pay the then current rate for such exclusivity.
5. City will remove snow from the parking stalls in the usual and customary manner. Developer shall be responsible for sidewalk snow removal.

Section 4. Tax Increment Financing (TIF).

1. The Tax Increment Financing (TIF) incentive available to Developer under this Agreement shall be composed of two (2) parts: Development Costs/contribution of land (the Property) and "pay as you go" (PayGo) contribution.
2. Contribution of Land and Parking Improvement Assistance.
  - a. The value of the City's Development Costs for the purposes of this agreement and recoupment is \$130,655.00.
  - b. The City will recoup its Development Costs over five (5) years from the available tax increment.
3. PayGo Contribution.
  - a. As a Developer incentive for Developer to undertake the project(s) the City shall pay Developer the PayGo Development TIF Incentive payments as provided in this subsection. The PayGo payments will be paid annually for five (5) years from the available tax increment after City has recovered its Development Costs from the available increment.
  - b. Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be

determined on January 1 of each tax year and shall be compared to the Base Value. The difference between the foregoing shall be known as the Incremental Property Value.

- c. Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the TIF Increment.
- d. The PayGo payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Property for the previous year. For example, if the first occupancy permit is issued on December 1, 2020, the TIF Increment would be determined as of January 1, 2021 and the PayGo reimbursement would first be payable in 2022.
- e. The "PayGo" payments will be as follows: a total of up to \$25,000.00 paid up to \$5,000.00 per year.
- f. Payment of the annual PayGo payments are contingent on Developer and the Project achieving and maintaining a tax increment of \$1.1 million and generating sufficient tax increment revenues to first reimburse the City for its Development Costs. Attached as Exhibit B is a TIF ProForma which details the seven (7) year plan to recoup the City's Development Costs and pay PayGo payments from the available increment.

- g. No Obligation of the City. The City's obligation to make "PayGo" TIF Incentive payments shall be a special and limited obligation and shall not be considered 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 such amounts. The City shall take no action to dissolve the TID before payment of all TIF incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.
- h. The Annual PayGo TIF payment will be made on September 1 following the City receiving proof from Developer that the annual real estate and personal property tax bills for the Property have been paid in full, whether in one payment or in installments as allowed.

Section 5. Security.

- 1. In consideration for the benefits of the City's Tax Increment Financing, and to assure that City taxpayers will not incur responsibility for

developments costs, i.e. contribution of land, Developer shall provide the security set forth in this section.

2. Insurance.

- a. The Developer shall maintain insurance on the Project, in an amount not less than the full insurable value of the improvements, for fire, casualty, and external damage coverage and shall name the City as an additional insured, for the term of the Development Agreement. The City shall be in a subordinate position to any bank and/or other lender (collectively, the "Lender") providing construction or long-term financing for the Facility or to the Developer. A copy of an insurance binder or certificate of insurance demonstrating compliance with this Section shall be submitted to the City within thirty (30) days after commencement of construction. Thereafter, the Developer shall provide the City with written evidence compliance with this Section on an annual basis.
- b. In the event the improvements on the Property are damaged or destroyed before the City has totally recovered its Development Costs for this project, the proceeds from the insurance shall be payable to the Developer, and subject to the Lender's requirements, shall be applied toward either (i) the reconstruction of the improvements so destroyed or damaged or (ii) the then outstanding unpaid principal balance of City's Development costs.

3. First Position Real Estate Mortgage.
  - a. The purpose of this subsection is to protect the City's interest in the Property in the event the Developer does not complete the Project.
  - b. The City has incurred upfront development costs and invested \$130,655.00 in the Property which it will sell and convey to Developer for the Project. The City Development Costs include the City's the cost to acquire and improve the land and to reconfigure parking.
  - c. In the event the Developer does not obtain a building permit and commence visible construction of the project before September 1, 2020, the City shall have the option to immediately terminate this Agreement and, in such event, Developer shall immediately convey the Property back to the City. For the purpose of this section "commence construction" means: begin site preparation, including grading, excavation and landfilling related to the fabrication, erection or installation of on-site building components or structures.
  - d. It is specifically agreed by and between the parties hereto that the City shall have a first position real estate mortgage against the Property to guarantee the Developer shall convey the Property back to the City in the event the Developer does not obtain a building permit and commence visible construction before September 1, 2020. The conveyance shall be free and clear of all

liens and encumbrances. The first position real estate mortgage shall be in the amount of \$130,655.00 which is equal to the City's Development Cost. It is also specifically agreed by and between the parties hereto that the City shall subordinate to the first mortgage lenders once construction is started and funds are disbursed by the lender. Upon completion of the Project, the Real Estate Mortgage shall be satisfied.

4. Tax Revenue Guarantee.
  - a. Developer and the City intend that commencing in the year 2021 (for taxes payable in 2022), the property tax assessment for the Project Property shall be such that the real and personal property taxes payable with respect to the Property shall not be below \$22,000.00 for any year during the term of this Agreement. Developer waives the right to appeal from a property tax assessment which provides for real and personal property taxes equal to \$22,000.00 in any year and agrees that any such assessment has been determined on a reasonable basis, provided, however, that the foregoing shall not constitute a waiver of any rights to appeal from assessments resulting in real and property taxes for the Project that exceed \$22,000.00.
  - b. In the event that real and personal property taxes for a particular year are less than \$22,000.00, then Developer shall pay to the City for that year an amount which when added to the

actual real and personal property taxes paid equals \$22,000.00 (such payment being a "Shortfall Payment").

- c. If, as of August 15, the City has not received \$22,000.00 of real and personal property taxes in any tax collection year (defined below), then the Developer shall make the Shortfall Payment within fifteen (15) days of the City's written demand therefor. The "tax collection year" shall mean the year following the year of levy, for example for the taxes attributable to the year 2020, the tax collection year shall be 2021. Interest at the rate of 6% shall accrue on an annual basis and shall be due and payable by Owner to the City from the date on which any Shortfall Payment is due until such payment is actually received by the City.

Section 6. Miscellaneous Provisions

1. Use of Funds. Developer may use tax increment funds for project costs eligible for TIF incentives.
2. Maintenance and repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Project in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, such that the fair market value of the property does not decrease as a result of the condition of the Project or a failure to maintain the Project.

3. Transfer and Sale of Project property.

- a. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City a written request for transfer thirty (30) days prior to the anticipated transfer. The City shall not unreasonably withhold, condition, or delay consent to such request. Subject to Subsection 5.6 below, Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Developer shall be required to provide the City with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property of payment of costs of the Project.
- b. No Transfer to Exempt Entities. Prior to the closure of Tax Increment District #3, the Property shall not be sold, transferred or conveyed to, leased or owned by any entity or used in any manner that would render any part of the Project or Property exempt from taxation, unless the purchaser, transferee, lessee or

owner first executes a written agreement with the City in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.

4. Easements/Conveyances. Developer and the City shall cooperate and grant to each other such easements and conveyances as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement.
5. Indemnity. Developer shall indemnify and hold the City harmless, its officers, employees and authorized representatives (each as "Indemnified Party") from and against any and all liabilities, including, without limitation, remediation required by any federal or state agency having jurisdiction, losses, damages, costs and expenses, including reasonable attorney fees and costs, arising out of any third-party claims, causes of action or demands made against or suffered by the Indemnified Party of this Agreement, except to the extent such claim, causes of action, or demands: (a) relate to the indemnified party failing to perform its obligations to Developer; or (b) arise out of any willful misconduct of the Indemnified Party, at Developer's expense, in any action to which the Indemnified Party may be made a party by reason of the foregoing.
6. Immunity. The City of Wisconsin Dells is a governmental entity entitled to governmental immunity under law, including Wis. Stat. sec. 893.80. Nothing contained herein shall waive the rights and immunities to which each party may be entitled under law, including all of the immunities,

limitations and defenses under Wis. Stat. sec. 893.80, or any subsequent amendments thereof, any federal law, common law or other applicable laws.

7. Amendment. No modification, alteration, or amendment to this Agreement shall be binding upon any party hereto until such modification, alteration or amendment is reduced to writing and executed by both parties hereto.
8. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.
9. Term. The term of this Agreement and any amendments shall be for a period commencing upon the date of execution of this Agreement and expiring on the expiration of the term of existence of TID 3.
10. Proof of Financing. Before the City incurs debt or costs related to this Agreement, Developer shall provide to the City's Clerk/ Administrator and Treasurer written confirmation from Developer's lender and/or other financing sources that Developer has financing sufficient to perform and complete the Project; and that Developer has notice of this Agreement and its terms and conditions.
11. Relationship of Parties. The City is not a partner or joint venture with Developer in the Project or otherwise. Under no circumstances shall the City be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.

12. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder in the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is able to prevent.
13. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
14. Time.
  - a. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
  - b. Implementation Schedule. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City and Developer, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not

be unreasonably withheld, conditioned or delayed. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project.

Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.

15. Notices. All notices, demands, certificates, or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

To the City: City of Wisconsin Dells  
300 LaCrosse Street  
Wisconsin Dells, Wisconsin 53965

To the Developer: Sports Impressions, Ltd.

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The foregoing addresses shall be presumed to be correct until written notice of a different address is given according to this paragraph.

16. **Mediation.** Prior to litigation, and as a condition precedent to bringing litigation, and party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. The parties shall agree upon a mediator and if they fail to do so within 30 days, either Party may apply to the Circuit Court for Columbia County, Wisconsin, for the designation of a mediator. In the event the parties for not accept the mediator's recommendation, the aggrieved party may then commence an action. However, the parties shall agree to alternative dispute resolution, if ordered by the Court.
17. **Governing Law and Venue.** The laws of the State of Wisconsin shall govern this Agreement. Venue for any disputes shall be the Columbia County Circuit Court.
18. **Recording of Agreement.** The City may record this Agreement or a Memorandum of this Agreement with the Register of Deeds for Columbia County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
19. **Priority Over Subsequent Liens.** This Agreement shall run with the land and shall be binding upon and inure to the benefits of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Owner warrants and represents that there will not be any mortgage or any other lien against the Property at the time this

Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Agreement (or Memorandum thereof).

20. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
21. Signatures and Counterparts.
  - a. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.
  - b. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

22. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City or Developer, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City and Developer will take the necessary action to amend any conflicting approvals or conditions.

20 Feb 20

**CITY OF WISCONSIN DELLS**

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

\_\_\_\_\_  
Edward Wojnicz, Mayor

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

\_\_\_\_\_  
Nancy R. Holzem, Clerk/ Administrative  
Coordinator

**SPORTS IMPRESSIONS, LTD.**

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

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

## EXHIBITS

- A. 925 Broadway Parking Concept Plan
- B. TIF Pro-Forma



PROJECT DATE	DESIGNED BY	NO.	DATE	REVISION	BY
	DESIGNED BY	NO.	DATE	REVISION	BY
	CHECKED BY	NO.	DATE	REVISION	BY

**MSA** ENGINEERING & ARCHITECTURE | SURVEYING  
 CONSULTING | LANDSCAPE ARCHITECTURE  
 1320 South Boulevard, Warshaw WI 53093  
 (262) 356-2771 www.msa-gis.com  
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925 RACE ST PARKING CONCEPT  
 CITY OF WISCONSIN DELLS  
 COLUMBIA COUNTY

CONCEPT PLAN

PROJECT NO.  
 00085023  
 SHEET  
 1

- Exhibit A -

**Sports Impressions -w/Retail Shop - TIF #3**

Project	Added Value of Property	Added Property Tax	Total Col Co 2019 Tax Rate	Incentive Land & Clean up
925 Broadway	\$1,100,000	\$23,712	0.022950000	\$100,000
Tax Rebate - \$5,000 x 5 years				\$25,000
Parking Stalls				\$30,655
<b>Total</b>	<b>\$1,100,000</b>			<b>\$155,655</b>

14% Incentive

<u>Base Value TIF #3</u>	<u>2019 Mill Rate</u>	<u>BV Taxes</u>	<u>New Increment</u>	<u>Total Taxes</u>
\$167,600	0.02295	\$3,846	\$23,712	\$27,558

<u>Tax Years</u>	Years	<u>925 Broadway Tax Increment</u>
2020 - Payable 2021		\$0
2021 - Payable 2022	1	\$23,712
2022 - Payable 2023	2	\$23,712
2023 - Payable 2024	3	\$23,712
2024 - Payable 2025	4	\$23,712
2025 - Payable 2026	5	\$23,712
2026 - Payable 2027	6	\$23,712
2027 - Payable 2028	7	\$23,712
<b>Total Incentive Recouped:</b>	<b>*TIF paid back in 7 years</b>	<b>\$165,984</b>

<u>Current Owner</u>	<u>Parcels</u>	<u>Acres</u>	<u>Land</u>	<u>Improvements</u>	<u>Total Assessed</u>	<u>Current Increment</u>
City of Wisconsin Dells	11291 997	0.28	Exempt	Exempt	Exempt	Exempt
New Values if Sports Impressions	11291 997	0.28	\$100,800	\$1,100,000	\$1,200,800	\$27,558

**- Exhibit B -**

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 BID Committee from their February 19, 2020 meeting and the Finance Committee from their February 24, 2020 meeting;

IT APPROVES the Event Management Agreement with Wisconsin Dells Festivals, Inc for 2020. Funding for this agreement is provided by the BID Committee.

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

Attest:

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

Vote: \_\_\_ ayes; \_\_\_ nays  
Date Introduced: February 24, 2020  
Date Passed:  
Date Published:

**EVENT MANAGEMENT AGREEMENT**

This Event Management Agreement (this “*Agreement*”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2020 (the “*Effective Date*”), by and among the City of Wisconsin Dells, a Wisconsin Municipal Corporation (the “*City*”), the City’s Business Improvement District Committee (“*BID*” and together with the City, the “*Committee*”), and Wisconsin Dells Festivals, Inc., a Wisconsin corporation (“*WDF*”).

RECITALS

A. Committee has approved a schedule of Events (defined below) to take place in downtown Wisconsin Dells, Wisconsin during calendar year 2020, and has budgeted and authorized related expenditures; and

B. Committee desires to contract with WDF for its professional services concerning the management of the Events, and WDF is qualified to provide and perform such services pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, the Committee and WDF in consideration of the mutual covenants, terms and conditions herein set forth agree as follows:

AGREEMENT

1. **Engagement.** Subject to the terms and conditions of this Agreement, the Committee hereby engages WDF as a contractor for the purpose of providing the professional services which are hereinafter set forth.

2. **2020 Events.** WDF shall be responsible for the management of the following approved events that will be taking place in downtown Wisconsin Dells, Wisconsin during the 2020 calendar year (collectively, the “*Events*”):

<u>EVENT</u>	<u>SERVICES</u>
<b>Dells River District Summer Entertainment Program</b>	Book, manage, market entertainment
<b>Saturday Farmers Market</b> (May 9 through October 17, 2020 9:30 a.m. to 2:00 p.m., excluding July 4 and September 19, 2020)	Obtain and manage vendors, marketing and promotion
<b>Fourth of July Celebration</b> (July 4, 2020)	Pancake breakfast Bike parade and dog walk Family style cook out by local service club, dunk tank, family carnival activities Fireworks promotion (see Section 5) Live music

<b>Fall Festival</b> (October 24, 2020)	Pumpkin and scarecrow decorating Costume contest Chili cook off Trick or treating Live music 5K Run/Walk
<b>Holiday Festival</b> (December 5, 2020)	Tree lighting Cookie Walk/Ugly Sweater Crawl Caroling/winter concert/bonfire Santa and reindeer display

3. **WDF’s Scope of Services.** WDF shall hire appropriate staffing and provide required materials, equipment and supplies as needed to manage the Events and to provide the following event management services (the “*Services*”):

- a. Planning;
- b. Marketing and Promotion;
- c. Volunteer recruitment and supervision;
- d. Procurement of funds, supplies and equipment;
- e. Contract and oversee vendors, entertainers and other needed staff and service providers;
- f. Event day management; and
- g. Coordination and cooperation with the Committee staff and departments

4. **Reimbursement; Payment.** The Committee shall reimburse WDF for its direct and indirect costs attributable to the Services as follows:

- a. Reimbursement up to \$30,000.00 for staffing;
- b. Reimbursement up to \$20,000.00 for supplies, materials and equipment; and
- c. Reimbursement up to \$27,000.00 for the cost of scheduled, booked, managed and marketed entertainers for the Dells River District Summer Entertainment Program.

To request a reimbursement for items (a)-(c) from time to time, WDF shall submit a detailed invoice to Committee describing the Services performed and any applicable fees and expenses for vendors, entertainers, supplies, equipment and materials. Upon verification by Committee, in its reasonable discretion, of a reimbursement request, Committee shall process and make payable by check to WDF appropriate reimbursement amounts within thirty (30) days of receipt of such invoice. Any reimbursement invoice denied verification by the Committee shall be returned to WDF within thirty (30) days of receipt with an explanation for such denial.

5. **Fourth of July.** WDF’s Services as they relate to the aerial fireworks portion of the Fourth of July Celebration (the “Fireworks Event”) shall be limited to promotion. The City and Kilbourn Fire Department shall be responsible for the costs, storage, contracting, safety

precautions, supervision, operation, use, explosion, construction, dismantling, and all other activity related to fireworks and the Fireworks Event (the "Activity"), and WDF shall have no responsibility as to any such Activity. The City and Kilbourn Fire Department do hereby agree to hold WDF harmless from any and all liability arising out of or in any manner relating to the Activity, fireworks and related equipment.

6. **Committee Support.** The Committee shall provide reasonable, usual and customary support of the Events, including, but not limited to, the following:

- a. Provide supplementary staff support for traffic, security and public works assistance;
- b. Provide space for the Events and ensure the space is appropriately secured;
- c. Provide access to electrical outlets for use by the Events;
- d. Inform WDF of any special events or other possible impediments to the Events, including construction or repaving, at least one month in advance; and
- e. Pay reimbursement amounts to WDF as provided in this Agreement.

7. **Independent Contractor.** WDF shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the Committee. In the performance of the Services, WDF has the authority to control and direct the performance of the details of the work. However, the results of the Services shall meet the approval of the Committee and shall be subject to the Committee's general rights of oversight to secure the satisfactory completion of the Services.

8. **Insurance.** WDF shall, at its own expense, during the term of this Agreement, maintain a comprehensive general liability policy. The liability under such policy shall be a minimum of \$500,000.00 per occurrence (combined single limit for bodily injury and property damage claims) or \$500,000.00 per occurrence for bodily injury and \$100,000.00 per occurrence for property damage. Liability coverage shall be provided on an "occurrence" not "claims" basis. The City shall be named as additional insured. WDF agrees to provide proof of insurance to the City upon request.

9. **Jurisdiction, Venue, Choice of Law.** This Agreement shall be governed by and construed according to the laws of the State of Wisconsin. Any litigation relating to the formation, interpretation or alleged breach of this Agreement shall be brought in the Circuit Court of Columbia County.

10. **Nondiscrimination.** During the term of this Agreement, WDF shall not discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. WDF further shall not discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

11. **Compliance with Applicable Laws.** WDF shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of WDF and its agents and employees.

12. **Immunity.** The City is a governmental entity entitled to governmental immunity under law, including Wis. Stat. Section 893.80. Nothing contained herein shall waive the rights and immunities to which each party may be entitled under law, including all the immunities, limitations and defenses under Wis, Stat. Section 893.80, or any subsequent amendments thereof, any federal law, common law or other applicable laws/.

13. **Entire Agreement.** The parties acknowledge and agree that this Agreement represents the entire agreement between the parties. In the event that the parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be approved and signed by all parties.

14. **Term and Termination.** The term of this Agreement shall be from the Effective Date through December 31, 2020 (the "***Expiration Date***"), unless earlier terminated pursuant to this section. Either party may terminate this Agreement without cause upon ten (10) days' written notice to the non-terminating party. Should either party terminate this Agreement prior to the Expiration Date, the Committee shall reimburse WDF for any eligible expenses that WDF had incurred or committed prior to the delivery of the written notice by the terminating party that would have been reimbursed by the Committee in the ordinary course of this Agreement pursuant to Section 4.

15. **Severability.** If any term or provision of this Agreement shall to any extent be held to be invalid or unenforceable, the remaining terms and provisions shall not be affected and each term and provision of this Agreement shall be valid and enforced to the fullest extent provided by Wisconsin law

16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Signature page follows)

CITY OF WISCONSIN DELLS

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

\_\_\_\_\_  
Edward Wojnicz, Mayor

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

\_\_\_\_\_  
Nancy R. Holzem, Clerk/Administrative  
Coordinator

BUSINESS IMPROVEMENT DISTRICT  
COMMITTEE

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

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

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

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

WISCONSIN DELLS FESTIVALS, INC.

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

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

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

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

IT APPROVES the Recycling Collection Contract with Pellitteri Waste Systems, Inc.

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

Attest:

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

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

Date Introduced: February 24, 2020

Date Passed:

Date Published:

CITY OF WISCONSIN DELLS

5 years

RECYCLING COLLECTION CONTRACT

PELLITTERI WASTE SYSTEMS, INC.

AGREEMENT

This Agreement made and entered into this February 24, 2020, by and between the **City of Wisconsin Dells, Wisconsin**, hereinafter referred to as (the "City") and **Pellitteri Waste Systems, Inc.** hereinafter referred to as (the "Contractor.")

WITNESSETH THAT: In consideration of the premises and of the mutual promises, the parties hereto do mutually promise, covenant and agree as follows:

The Contractor hereby agrees to enter into a five (5) year Contract to furnish all labor, materials, and equipment called for in the "WISCONSIN DELLS RECYCLING COLLECTION CONTRACT" and shall perform all work necessary. By providing appropriate services as described in the accepted **Documents and Specifications (pg. 2-7)**, copy attached, which **Documents and Specifications (pg. 2-7)** are incorporated herein and made part of this Contract.

The Contractor acknowledges and agrees to having been fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the proper completion of this Contract, and that this information was secured by personal investigations.

The Contractor further agrees to begin work no later than April 1<sup>st</sup>, 2020 as outlined in the **Document and Specifications (pg. 2-7)** for this work and to continue service according to the **Document and Specifications (pg. 2-7)** for this work until March 31<sup>st</sup>, 2025. The Contractor agrees to fully comply with all federal and state laws and regulations and local ordinances of the City. In the event of termination of the Contract by the Contractor or by the City, the Contractor shall be entitled to receive payment only for the work actually performed.

It is mutually agreed, should contractor change its name and/or change its ownership outside of the Pellitteri Family during the contract term, the City may terminate the agreement.

The Contractor expressly warrants that no third party has been employed to solicit or obtain this Contract on Contractors behalf, or promised or agreed to pay to any third party.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals this 24th day of February, 2020.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Mayor/Authorized Officer

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Clerk

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Pellitteri Waste Systems, Inc.  
Danielle Pellitteri, Vice President

## DOCUMENTS AND SPECIFICATIONS

The recycling waste collection services shall conform to all City ordinances regarding recyclables and the following specifications or better.

1. **COLLECTION VEHICLES** - Contractor is to furnish the necessary vehicles for the collection of recyclables in leak-proof vehicles provided with tops or coverings to guard against spillage, and shall conceal said contents from view; said vehicles to be kept covered or closed at all times except when being loaded or unloaded.
  
2. **DEFINITIONS**
  - A. Whenever the term "Recyclables" is used in these specifications, it shall be construed as the following: reference Exhibit 'A' for Commercial Recycling materials. Reference Exhibit 'B' for Residential Recycling materials. These materials are subject to change due to change in market and/or Wisconsin State Recycling Laws.
  
3. **HOLIDAY SCHEDULE** - For the purpose of this Agreement, the following holidays shall be deemed official holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a normal collection day then services for that week will be delayed by one (1) day for the remainder of the week. The City shall provide, at no cost to the Contractor, specific timely published notice to affected residents/businesses of any exceptions or changes in regular collection schedule due to holiday.  

If emergency service is needed after hours or on a holiday the Contractor will bill the City for a minimum of three (3) hours plus any disposal fees associated with the service. Emergency services can only be requested by Public Works Director or their assignee.
  
4. **RESIDENTIAL COLLECTION TIMES** - No collections shall be made before 7:00 a.m. or after 7:00 p.m., on designated collection day.
  
5. **CLEANLINESS** - In the collection of recyclables, the Contractor and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, or private street, alley, or drive and agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. If an unsightly or unsanitary condition results from an action of the Contractor, the Contractor shall respond within four (4) hours of the receipt to the satisfaction of the City. All trucks will be equipped with a broom and pan.
  
6. **CUSTOMER SERVICE STANDARDS** - All complaints received by the Contractor or City before 12:00 p.m. shall be resolved by 6:00 p.m. on the day the complaint was received. All complaints received after 12:00 p.m. shall be resolved before noon the next day.
  
7. **CUSTOMER SERVICE CENTER** - The Contractor will operate and maintain a Customer Service Center with the following minimum standards 1) open between hours of 8:00 a.m. and 4:30 p.m. Monday through Friday, during such time, all calls will be answered by a Customer

Service Representative; 2) during all other times, calls to the Customer Service Center will be received by an answering service or machine; 3) the Contractor will implement procedures approved by the City whereby complaints can be received via fax and email before the start of the Contract.

- 8. PUBLICITY** - The Solid Waste Collection Contractor shall provide information promoting recycling and reduction of solid waste and adequate publicity to all residential dwelling units within the City as to the change-over of collection services prior to the initiation of said service. This publicity shall include, but not limited to, advertisement in local newspaper of general circulation; indicating the date of change-over, the day of collection, what items are collected and how they are to be stored, and the telephone number, and website of the Contractors office where questions can be handled as well as items and ways to recycle. Initially Contractor must provide a residential calendar and recycling guidelines to the customers through the City's utility billing mailing prior to April service. Such publicity shall be approved by the Public Works Department of the City prior to distribution and publication. The Contractor must provide annually at the end of November a residential calendar and recycling guidelines to the customers through the City's tax role mailing. This must also be approved by the City.
- 9. INSURANCE** - In addition to workers compensation insurance for any compensated employee, the Contractor shall carry general public liability insurance and auto liability insurance with limits of not less than one million dollars (\$1,000,000.00) for bodily injury including accidental death, to one person and not less than one million dollars (\$1,000,000.00) for each accident. The Contractor also shall provide property damage insurance with limits of not less than five hundred thousand dollars (\$500,000.00) for each accident. Before commencement of the term of this Contract, the Contractor shall provide the City with evidence of insurance consistent with the requirements specified above. The City of Wisconsin Dells shall be listed as co-insured party on general public liability policy. All insurance policies carried by the Contractor, required by conditions of the Contract shall bare an endorsement or shall have attached thereto a rider providing that in the event of cancelation of such policies for any reason whatsoever, the City shall be notified in writing by the carrier and the Contractor by mail at least fifteen (15) days prior to any such cancellation.
- 10. INDEMNITY** - The Contractor shall indemnify and hold the City, its appointed, hired and/or elected officers, agents, employees and designees, free and harmless from any and all costs, damages, claims, losses or expenses which may be incurred on account of damages, deaths, or injuries arising out of or related to work being performed by the Contractor under terms of any Contract entered into with the City or on account of enforcing provisions of the Contract against the Contractor or its agents or employees, including, but not limited by enumeration, reasonable attorney fees and court costs incurred by the City in defending against any claim or enforcing this provision.
- 11. LAWS** - The Contractor will be required to obtain all licenses and permits and comply with all ordinances provided in City Code of Ordinances to the extent that they are not inconsistent with the provisions of the Contract and specifications. The Contractor shall at all times comply with any rules and regulations issued by the State of Wisconsin, and supply copies of all licenses held to the City upon request.
- 12. VOLUME REPORT** - During the month of January each year, the Contractor shall issue a volume report to the City stating the volume of recyclables collected during the previous year in

tons for both residential and commercial recycling, as well as maintaining an “open-book” policy of receipts and proof of “downstream” path for the recyclables.

13. **FORCE MAJEURE** - Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder due contingencies beyond its reasonable control including, but not limited to, a Change in Law, strikes, riots, terrorism, war, fire or acts of God (“force majeure event”). If either part experiences a majeure event, it shall provide reasonably prompt notice to the other party, and keep the performance hereunder.
14. **FREQUENCY OF COMPENSATION** - The City shall pay Contractor on a monthly basis for the services provided by the Contractor with any differences for extra services, increase in containers, and/or tonnage trued-up will be billed to and paid for by the City at the end of the calendar year. Should any extra services be deemed necessary per the direction of the Public Works Director or said office then such fees will be trued-up at the end of the calendar year. Payments shall be made by City within thirty (30) days after the receipt of invoice from Contractor.
15. **CHARGABLE UNITS** - The number of chargeable units shall be determined by the City and the City compensation adjusted accordingly.
16. **PROCEEDS** - The proceeds from sale of all recyclables collected within the City under the terms of this contact shall be the Contractors.
17. **ADJUSTMENTS –**

1) The Contractor reserves the right to petition the City to pass-through increases in governmental tax, surcharge or other fees applicable to the services and equipment to be provided under this Agreement. Contractor may petition the City to pass-through other increases in the cost of providing services and equipment to the City, City reserves the right to deny such petitions.

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The City shall receive a fuel rebate of \$10.00 per service day for each \$.25 below \$3.00 per gallon for diesel fuel. Should the cost of diesel fuel exceed \$4.50 per gallon the Contractor shall initiate a fuel surcharge of \$10.00 per service day for each \$.25 over \$4.50 per gallon. The fuel surcharge is based on cost increase analyses of the national average price of diesel fuel as reported weekly by the Energy Information Administration of the U.S. Department of Energy (“EIA/DOE”) in its Weekly Retail On-Highway Diesel Price Index. You may view this information at [www.eia.doe.gov](http://www.eia.doe.gov).

\$2.50 to \$2.74 = \$20.00 Rebate per service day

\$2.75 to \$2.99 = \$10.00 Rebate per service day

\$3.00 to \$4.49 = N/A

\$4.50 to \$4.74 = \$10.00 Surcharge per service day

\$4.75 to \$4.99 = \$20.00 Surcharge per service day

\$5.00 to \$5.24 = \$30.00 Surcharge per service day

**18. TYPE OF CONTRACT** - The parties may agree to extend the Contract prior to the expiration date.

**19. REQUESTED SERVICES TO BE PROVIDED** - The Contractor shall have the responsibility to collect, haul, and properly dispose of all residential recyclable material between 7:00 a.m. and 7:00 p.m. Commercial Business container collection will start no sooner than 3:00 a.m. These materials will be collected in properly identified trucks. ("Properly identified trucks" means the name, addresses, and phone number of the Contractor and designated type of material being collected must be displayed on the vehicle.) All these services, vehicles, equipment, and collected materials, as described below, are to comply with Wisconsin Solid Waste Law and local City and County regulations.

- 1) **AUTOMATED RESIDENTIAL CARTS** – The City will pay a base rate for automated recycling collection, based upon the collection of one 95-gallon recycling cart per dwelling (including condominiums) within the corporate limits of Wisconsin Dells (Appendix "A"). Residents will have the option to choose a 35, 65, or 95-gallon cart for recycling.

The Contractor will be responsible for the distribution of carts to all dwellings in the City. The Contractor shall deliver requested size containers to all dwellings. The Contractor shall deliver requested size carts to all dwellings that returned the cart order form. If no cart order form was received Contractor shall deliver 95-gallon carts to those dwellings. The City will address, stamp, and mail the cart order forms so that the City is assured every household has an opportunity to order the correct size cart up front and with no extra fees. Contractor will provide a self-addressed envelope in the mailer and collect the responses. The cart order form needs to be mailed to Pellitteri with any requests by the date on the mailer. Any resident that requests a different sized cart after the date on the mailer, will be charged a \$25.00 cart swap-out fee and receive the requested size cart. This fee will be waived if residents bring their carts to the corporate office during normal business hours.

The cart should be returned to the Contractor in the same condition as the date of distribution, with reasonable wear and tear. The Contractor will replace any cart damaged through service at no cost. The resident will be responsible for any cart not damaged by the Contractor.

4) **RESIDENTIAL RECYCLING CURB COLLECTION** - There shall be bi-weekly collection of recycling from the curb (or alley where necessary) of the premises. The resident is required to place their cart in an accessible curbside position (within two (2) feet of the street not behind or within two (2) feet of parked cars, mail boxes, or other obstructions) before 7:00 a.m. on their collection day. If no recycling cart is curbside on scheduled service day, when the Contractor arrives for pickup, no recycling will be picked up for that week. Unless the Contractor gives the City or affected residents at least thirty (30) days advance notice, all collections, for any designated area, shall occur on the same day each week.

If resident has more recyclables than what will fit inside their recycling carts they may place extra recyclables in a clear, plastic bag that does not exceed 30-gallons or 50 pounds at no additional charge. Bags must be accompanied by the resident's cart.

**5) COMMERCIAL BUSINESS CONTAINERS** – Contractor will provide “Pellitteri” branded 2, 4, 6, and 8 yard front load containers to Commercial Business accounts to replace rear load containers for the collection of recycling. The minimum container size for Commercial accounts will be a 65-gallon cart or 95-gallon cart and will be limited to the guidelines of the residential program. If Commercial account uses carts it will be limited to two (2) recycling carts per business. Containers will be new or like new for initial conversion from rear load containers to front load containers. Once conversion is complete Contractor is allowed to use refurbished or cleaned containers that are in good condition. Contractor reserves the right to adjust, if necessary, the correct number, size, location and frequency of container(s) for commercial accounts based on waste flow to maintain efficiencies. If the correct container program cannot be agreed upon between Contractor and Commercial Business account holder the issue will be brought to the Public Works Department for review and the Public Works Department will make the final decision on the container program for the account.

Contractor shall coordinate the container switch from rear load containers to front load containers. Public Works Department will approve and support of the plan.

**7) COMMERCIAL BUSINESS RECYCLING COLLECTION** – Minimum recycling service level for Commercial Businesses will be one (1) 65-gallon cart picked up one (1) time bi-weekly with the residential recycling service. If Commercial Business does not generate enough waste to justify a 2 yard container a maximum of two (2) carts will be provided and those carts will be limited to being picked up one (1) time bi-weekly with the residential service.

Maximum recycling service level for Commercial Businesses will be 24 yards picked up two (2) times a week April through September and one (1) time a week October through March. If there is limited container space then the maximum Commercial Business service level will be limited to two (2) of the largest serviceable front load containers serviced two (2) times a week April through September and one (1) time a week October through March. It is understood that businesses sometimes have inflation in solid waste production. Extra recycling will be picked up for no charge only if the container is full and the following criteria are met:

- A. Material is properly prepared and free of contamination. Recyclable material must be bundled and/or bagged in a translucent or clear plastic bag and set next to the container. Bundles and bags must not weigh more than 50 pounds each.
- B. The level of service does not exceed the maximum Commercial Business service level. If a Commercial Business is exceeding the maximum commercial recycling service level then Commercial Business does not qualify for this public service and will be required to Contract privately.

When container is unserviceable Contractor will make a second attempt to service the stop once more on the same service day. If the stop is still unserviceable the container will be serviced on the next scheduled day.

## 20. PRICE FOR REQUIRED SERVICES

**1)PART "A" RESIDENTIAL COLLECTION** – For a five (5) year Contract beginning April 1, 2020 through March 31, 2025, provide a bulk price for bi-weekly Residential Recyclables Collection. Current number of Residential Dwelling Units = **1005**

Five (5) Year Contract, Bi-Weekly at the Unit Cost:  
**\$3.00** Per Month for Residential Recycling

Contractor reserves the right to take a **2% annual increase** each subsequent year.

**2)PART "B" COMMERCIAL COLLECTION**- For a five (5) year Contract beginning April 1, 2020 through March 31, 2025, provide a monthly price for once a week collection of recyclables for six (6) months of the year beginning October 1<sup>st</sup> through March 31<sup>st</sup>, and there shall be a twice a week collection of recyclables for six (6) months out of the year beginning April 1<sup>st</sup> through September 30<sup>th</sup>. Number of Commercial Containers = **164**

Contractor shall perform the outlined Commercial Recycling program for the City at a base rate of **\$96,134.00** per year (based on the current 164 containers). There will be no charges for additional tons. There shall be a container fee of \$10.00 per container per month for every additional commercial container over the number above. Contractual payments will be made over 12 equal monthly installments.

Upon mutual agreement between the City and Pellitteri, additional pick-ups in March would be done at \$981.92 per incident.

Contractor reserves the right to take a **2.0% annual increase** each subsequent year.

CITY OF WISCONSIN DELLS

10 years

RECYCLING COLLECTION CONTRACT

PELLITTERI WASTE SYSTEMS, INC.  
AGREEMENT

This Agreement made and entered into this February 24, 2020, by and between the **City of Wisconsin Dells, Wisconsin**, hereinafter referred to as (the "City") and **Pellitteri Waste Systems, Inc.** hereinafter referred to as (the "Contractor.")

WITNESSETH THAT: In consideration of the premises and of the mutual promises, the parties hereto do mutually promise, covenant and agree as follows:

The Contractor hereby agrees to enter into a **ten (10) year Contract** to furnish all labor, materials, and equipment called for in the "WISCONSIN DELLS RECYCLING COLLECTION CONTRACT" and shall perform all work necessary. By providing appropriate services as described in the accepted **Documents and Specifications (pg. 2-7)**, copy attached, which **Documents and Specifications (pg. 2-7)** are incorporated herein and made part of this Contract.

The Contractor acknowledges and agrees to having been fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the proper completion of this Contract, and that this information was secured by personal investigations.

The Contractor further agrees to begin work no later than April 1<sup>st</sup>, 2020 as outlined in the **Document and Specifications (pg. 2-7)** for this work and to continue service according to the **Document and Specifications (pg. 2-7)** for this work until March 31<sup>st</sup>, 2030. The Contractor agrees to fully comply with all federal and state laws and regulations and local ordinances of the City. In the event of termination of the Contract by the Contractor or by the City, the Contractor shall be entitled to receive payment only for the work actually performed.

It is mutually agreed, should contractor change its name and/or change its ownership outside of the Pellitteri Family during the contract term, the City may terminate the agreement.

The Contractor expressly warrants that no third party has been employed to solicit or obtain this Contract on Contractors behalf, or promised or agreed to pay to any third party.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals this 24th day of February, 2020.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Mayor/Authorized Officer

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Clerk

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Pellitteri Waste Systems, Inc.

Danielle Pellitteri, Vice President

### **DOCUMENTS AND SPECIFICATIONS**

The recycling waste collection services shall conform to all City ordinances regarding recyclables and the following specifications or better.

- 1. COLLECTION VEHICLES** - Contractor is to furnish the necessary vehicles for the collection of recyclables in leak-proof vehicles provided with tops or coverings to guard against spillage, and shall conceal said contents from view; said vehicles to be kept covered or closed at all times except when being loaded or unloaded.
- 2. DEFINITIONS**
  - A.** Whenever the term "Recyclables" is used in these specifications, it shall be construed as the following: reference Exhibit 'A' for Commercial Recycling materials. Reference Exhibit 'B' for Residential Recycling materials. These materials are subject to change due to change in market and/or Wisconsin State Recycling Laws.
- 3. HOLIDAY SCHEDULE** - For the purpose of this Agreement, the following holidays shall be deemed official holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a normal collection day then services for that week will be delayed by one (1) day for the remainder of the week. The City shall provide, at no cost to the Contractor, specific timely published notice to affected residents/businesses of any exceptions or changes in regular collection schedule due to holiday.  
  
If emergency service is needed after hours or on a holiday the Contractor will bill the City for a minimum of three (3) hours plus any disposal fees associated with the service. Emergency services can only be requested by Public Works Director or their assignee.
- 4. RESIDENTIAL COLLECTION TIMES** - No collections shall be made before 7:00 a.m. or after 7:00 p.m., on designated collection day.
- 5. CLEANLINESS** - In the collection of recyclables, the Contractor and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, or private street, alley, or drive and agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. If an unsightly or unsanitary condition results from an action of the Contractor, the Contractor shall respond within four (4) hours of the receipt to the satisfaction of the City. All trucks will be equipped with a broom and pan.
- 6. CUSTOMER SERVICE STANDARDS** - All complaints received by the Contractor or City before 12:00 p.m. shall be resolved by 6:00 p.m. on the day the complaint was received. All complaints received after 12:00 p.m. shall be resolved before noon the next day.

- 7. CUSTOMER SERVICE CENTER** - The Contractor will operate and maintain a Customer Service Center with the following minimum standards 1) open between hours of 8:00 a.m. and 4:30 p.m. Monday through Friday, during such time, all calls will be answered by a Customer Service Representative; 2) during all other times, calls to the Customer Service Center will be received by an answering service or machine; 3) the Contractor will implement procedures approved by the City whereby complaints can be received via fax and email before the start of the Contract.
- 8. PUBLICITY** - The Solid Waste Collection Contractor shall provide information promoting recycling and reduction of solid waste and adequate publicity to all residential dwelling units within the City as to the change-over of collection services prior to the initiation of said service. This publicity shall include, but not limited to, advertisement in local newspaper of general circulation; indicating the date of change-over, the day of collection, what items are collected and how they are to be stored, and the telephone number, and website of the Contractors office where questions can be handled as well as items and ways to recycle. Initially Contractor must provide a residential calendar and recycling guidelines to the customers through the City's utility billing mailing prior to April service. Such publicity shall be approved by the Public Works Department of the City prior to distribution and publication. The Contractor must provide annually at the end of November a residential calendar and recycling guidelines to the customers through the City's tax role mailing. This must also be approved by the City.
- 9. INSURANCE** - In addition to workers compensation insurance for any compensated employee, the Contractor shall carry general public liability insurance and auto liability insurance with limits of not less than one million dollars (\$1,000,000.00) for bodily injury including accidental death, to one person and not less than one million dollars (\$1,000,000.00) for each accident. The Contractor also shall provide property damage insurance with limits of not less than five hundred thousand dollars (\$500,000.00) for each accident. Before commencement of the term of this Contract, the Contractor shall provide the City with evidence of insurance consistent with the requirements specified above. The City of Wisconsin Dells shall be listed as co-insured party on general public liability policy. All insurance policies carried by the Contractor, required by conditions of the Contract shall bare an endorsement or shall have attached thereto a rider providing that in the event of cancelation of such policies for any reason whatsoever, the City shall be notified in writing by the carrier and the Contractor by mail at least fifteen (15) days prior to any such cancellation.
- 10. INDEMNITY** - The Contractor shall indemnify and hold the City, its appointed, hired and/or elected officers, agents, employees and designees, free and harmless from any and all costs, damages, claims, losses or expenses which may be incurred on account of damages, deaths, or injuries arising out of or related to work being performed by the Contractor under terms of any Contract entered into with the City or on account of enforcing provisions of the Contract against the Contractor or its agents or employees, including, but not limited by enumeration, reasonable attorney fees and court costs incurred by the City in defending against any claim or enforcing this provision.
- 11. LAWS** - The Contractor will be required to obtain all licenses and permits and comply with all ordinances provided in City Code of Ordinances to the extent that they are not inconsistent with the provisions of the Contract and specifications. The Contractor shall at all times comply with any rules and regulations issued by the State of Wisconsin, and supply copies of all licenses held

to the City upon request.

12. **VOLUME REPORT** - During the month of January each year, the Contractor shall issue a volume report to the City stating the volume of recyclables collected during the previous year in tons for both residential and commercial recycling, as well as maintaining an "open-book" policy of receipts and proof of "downstream" path for the recyclables.
13. **FORCE MAJEURE** - Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder due contingencies beyond its reasonable control including, but not limited to, a Change in Law, strikes, riots, terrorism, war, fire or acts of God ("force majeure event"). If either part experiences a majeure event, it shall provide reasonably prompt notice to the other party, and keep the performance hereunder.
14. **FREQUENCY OF COMPENSATION** - The City shall pay Contractor on a monthly basis for the services provided by the Contractor with any differences for extra services, increase in containers, and/or tonnage trued-up will be billed to and paid for by the City at the end of the calendar year. Should any extra services be deemed necessary per the direction of the Public Works Director or said office then such fees will be trued-up at the end of the calendar year. Payments shall be made by City within thirty (30) days after the receipt of invoice from Contractor.
15. **CHARGABLE UNITS** - The number of chargeable units shall be determined by the City and the City compensation adjusted accordingly.
16. **PROCEEDS** - The proceeds from sale of all recyclables collected within the City under the terms of this contact shall be the Contractors.
17. **ADJUSTMENTS** -

1) The Contractor reserves the right to petition the City to pass-through increases in governmental tax, surcharge or other fees applicable to the services and equipment to be provided under this Agreement. Contractor may petition the City to pass-through other increases in the cost of providing services and equipment to the City, City reserves the right to deny such petitions.

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The City shall receive a fuel rebate of \$10.00 per service day for each \$.25 below \$3.00 per gallon for diesel fuel. Should the cost of diesel fuel exceed \$4.50 per gallon the Contractor shall initiate a fuel surcharge of \$10.00 per service day for each \$.25 over \$4.50 per gallon. The fuel surcharge is based on cost increase analyses of the national average price of diesel fuel as reported weekly by the Energy Information Administration of the U.S. Department of Energy ("EIA/DOE") in its Weekly Retail On-Highway Diesel Price Index. You may view this information at [www.eia.doe.gov](http://www.eia.doe.gov).

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**18. TYPE OF CONTRACT** - The parties may agree to extend the Contract prior to the expiration date.

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- 4) **RESIDENTIAL RECYCLING CURB COLLECTION** - There shall be bi-weekly collection of recycling from the curb (or alley where necessary) of the premises. The resident is required to place their cart in an accessible curbside position (within two (2) feet of the street not behind or within two (2) feet of parked cars, mail boxes, or other obstructions) before 7:00 a.m. on their collection day. If no recycling cart is curbside on scheduled service day, when the Contractor arrives for pickup, no recycling will be picked up for that week. Unless the Contractor gives the City or affected residents at least thirty (30) days advance notice, all collections, for any designated area, shall occur on the same day each week.

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Contractor shall coordinate the container switch from rear load containers to front load containers. Public Works Department will approve and support of the plan.

**7) COMMERCIAL BUSINESS RECYCLING COLLECTION** – Minimum recycling service level for Commercial Businesses will be one (1) 65-gallon cart picked up one (1) time bi-weekly with the residential recycling service. If Commercial Business does not generate enough waste to justify a 2 yard container a maximum of two (2) carts will be provided and those carts will be limited to being picked up one (1) time bi-weekly with the residential service.

Maximum recycling service level for Commercial Businesses will be 24 yards picked up two (2) times a week April through September and one (1) time a week October through March. If there is limited container space then the maximum Commercial Business service level will be limited to two (2) of the largest serviceable front load containers serviced two (2) times a week April through September and one (1) time a week October through March. It is understood that businesses sometimes have inflation in solid waste production. Extra recycling will be picked up for no charge only if the container is full and the following criteria are met:

- A. Material is properly prepared and free of contamination. Recyclable material must be bundled and/or bagged in a translucent or clear plastic bag and set next to the container. Bundles and bags must not weigh more than 50 pounds each.
- B. The level of service does not exceed the maximum Commercial Business service level. If a Commercial Business is exceeding the maximum commercial recycling service level then Commercial Business does not qualify for this public service and will be required to Contract privately.

When container is unserviceable Contractor will make a second attempt to service the stop once more on the same service day. If the stop is still unserviceable the container will be serviced on the next scheduled day.

## 20. PRICE FOR REQUIRED SERVICES

**1)PART "A" RESIDENTIAL COLLECTION** – For a **ten (10) year Contract** beginning April 1, 2020 through March 31, 2030, provide a bulk price for bi-weekly Residential Recyclables Collection. Current number of Residential Dwelling Units = **1005**

Ten (10) Year Contract, Bi-Weekly at the Unit Cost:  
**\$3.00** Per Month for Residential Recycling

Contractor reserves the right to take a **2% annual increase** each subsequent year.

**2)PART "B" COMMERCIAL COLLECTION** - For a ten (10) year Contract beginning April 1, 2020 through March 31, 2030, provide a monthly price for once a week collection of recyclables for six (6) months of the year beginning October 1<sup>st</sup> through March 31<sup>st</sup>, and there shall be a twice a week collection of recyclables for six (6) months out of the year beginning April 1<sup>st</sup> through September 30<sup>th</sup>. Number of Commercial Containers = **164**

Contractor shall perform the outlined Commercial Recycling program for the City at a base rate of **\$96,134.00** per year (based on the current 164 containers). There will be no charges for additional tons. There shall be a container fee of \$10.00 per container per month for every additional commercial container over the number above. Contractual payments will be made over 12 equal monthly installments.



As mutually agreed between the City and Pellitteri, a minimum of two additional pick-ups in March would be done at \$981.92 per incident.

Contractor reserves the right to take a **2.5% annual increase** each subsequent year.

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

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

IT APPROVES the proposed joint jurisdictional proposal with the Town of Newport and Town of Dell Prairie for reconstruction of 9<sup>th</sup> Avenue. Estimated city cost is \$51,243.90.

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

Attest:

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

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

Date Introduced: February 24, 2020

Date Passed:

Date Published



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

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

IT APPROVES the additional funding for the Electric Transfer of Area F (Trappers Turn) as Part of the on-going Electric Territorial Agreement with Alliant.

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

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

Vote: \_\_\_\_\_ ayes; \_\_\_\_\_ nays  
Date Introduced: February 24, 2020  
Date Passed:  
Date Published:

UG 350 AL 3/C - service	Feet	83	15.57	2019	1,292.62	13.59	1,279.03	1,292.62	13.59	1,279.03	
UG 4/0 AL 3/C-service	Feet	124	1.31	1972	163.05	147.14	15.91	881.97	795.90	86.06	
UG 4/0 AL 3/C-service	Feet	261	1.88	1977	490.32	408.34	80.98	1,977.92	1,651.22	326.70	
UG 4/0 AL 3/C-service	Feet	43	1.96	1978	84.31	69.16	15.16	318.51	261.26	57.26	
UG 4/0 AL 3/C-service	Feet	7	3.38	1982	23.64	17.83	5.71	62.16	47.14	15.02	
UG 4/0 AL 3/C-service	Feet	18	3.25	1995	48.81	25.50	23.31	99.92	62.21	47.72	
UG 4/0 AL 3/C-service	Feet	147	4.14	1997	608.63	293.44	315.19	1,226.28	591.23	635.05	
UG 4/0 AL 3/C-service	Feet	164	4.11	2006	673.97	196.78	477.19	862.39	261.79	610.60	
UG 4/0 AL 3/C-service	Feet	94	11.01	2012	1,034.74	166.74	868.00	1,099.41	177.16	922.25	
UG 350 AL 4/C - service	Feet	36	15.81	2013	561.86	78.29	483.57	686.51	81.73	504.78	
Subtotal				1,922	9,104.99	3,013.64	6,091.35	15,751.90	7,077.91	8,673.98	
100W HPS OH Feed	Each	2	449.22	1996	898.43	642.10	256.33	1,943.52	1,389.03	554.49	
Subtotal				2	898.43	642.10	256.33	1,943.52	1,389.03	554.49	
TOTALS					32,668	269,538.09	77,805.33	191,733.76	520,272.84	243,223.69	277,049.15

Account: E373.0 Dist - Street Lighting and Sign

Previously approved \$ 224,280.81  
to add was

Increase - \$ 52,768.34

UG 50KVA 240/120V 1PH	Each	1	1,315.47	2002	1,315.47	526.75	788.72	2,790.83	1,117.53	1,673.31
UG 50KVA 240/120V 1PH	Each	1	2,450.43	2004	2,450.43	863.75	1,586.68	4,118.01	1,461.56	2,656.45
UG 50KVA Dual 240/120V 1PH	Each	1	3,289.89	2007	3,289.89	922.76	2,367.13	3,080.50	864.03	2,216.47
UG 50KVA Dual 240/120V 1PH	Each	1	3,806.77	2010	3,806.77	796.75	3,010.01	4,525.69	947.22	3,578.47
UG 100KVA 240/120V 1PH	Each	1	1,846.63	2001	1,846.63	783.42	1,063.21	4,052.04	1,719.05	2,332.99
UG 100KVA 240/120V 1PH	Each	1	6,522.04	2011	6,522.04	1,212.54	5,309.50	7,094.80	1,319.02	5,775.78
UG 100KVA Dual 240/120V 1PH	Each	1	12,486.65	2012	12,486.65	2,032.10	10,454.56	13,544.84	2,204.31	11,340.53
UG 167KVA Dual 240/120V 1PH	Each	1	6,178.89	2019	6,178.89	62.08	6,116.81	6,178.89	62.08	6,116.81
UG 300KVA Dual 480/277V 3PH	Each	1	16,825.05	2013	16,825.05	2,352.88	14,472.17	18,781.45	2,626.47	16,154.98
<b>Subtotal</b>				<b>36</b>	<b>84,843.73</b>	<b>19,144.79</b>	<b>65,698.94</b>	<b>143,165.44</b>	<b>47,758.94</b>	<b>95,406.50</b>

Account: E369.0 OH Dist - Services

OH 1/0 4/C-service	Feet	180	0.94	1967	149.74	149.74	-	1,404.13	1,404.13	-
OH 1/0 AL 3/C-service	Feet	10	3.74	1994	37.38	32.55	4.83	76.42	65.68	9.75
OH 2 AL 3/C-service	Feet	1	0.38	1962	0.38	0.38	-	4.34	4.34	-
OH 2 AL 3/C-service	Feet	80	0.33	1964	26.54	26.54	-	291.95	291.95	-
OH 2 AL 3/C-service	Feet	22	0.98	1981	21.51	21.51	-	63.10	63.10	-
OH 2 AL 3/C-service	Feet	12	16.14	2012	193.69	45.89	147.80	216.81	51.37	165.44
OH 4/0 AL 3/C-service	Feet	63	0.34	1966	17.79	17.79	-	178.55	178.55	-
OH 4/0 AL 3/C-service	Feet	135	0.34	1968	45.48	45.48	-	400.27	400.27	-
OH 4/0 AL 4/C-service	Feet	130	17.33	2006	2,253.46	1,013.67	1,239.79	3,011.64	1,354.72	1,656.92
<b>Subtotal</b>				<b>603</b>	<b>2,745.98</b>	<b>1,353.56</b>	<b>1,392.42</b>	<b>5,646.21</b>	<b>3,814.10</b>	<b>1,832.11</b>

Account: E369.2 UG Dist - Services

UG 1/0 AL 3/C-service	Feet	56	4.28	1986	235.13	182.54	72.80	618.36	427.44	190.91
UG 1/0 AL 3/C-service	Feet	94	4.26	1991	400.59	240.45	160.14	875.69	525.63	350.06
UG 1/0 AL 3/C-service	Feet	4	4.09	1996	16.37	8.23	8.15	33.49	16.82	16.66
UG 1/0 AL 3/C-service	Feet	90	4.11	2006	369.86	107.99	261.87	473.26	138.18	335.09
UG 1/0 AL 3/C-service	Feet	24	16.72	2017	401.33	21.26	380.06	459.11	24.27	433.84
UG 350 AL 3/C-service	Feet	335	2.95	1994	988.54	536.07	452.47	2,088.99	1,132.82	956.17
UG 350 AL 3/C-service	Feet	16	5.11	1999	81.82	36.08	45.74	168.42	74.27	94.15
UG 350 AL 3/C-service	Feet	9	3.72	2001	33.44	13.34	20.09	64.70	25.82	38.88
UG 350 AL 3/C-service	Feet	8	3.66	2002	29.30	11.07	18.23	53.64	20.27	33.37
UG 350 AL 3/C-service	Feet	240	3.90	2003	936.32	333.88	602.44	1,688.21	601.99	1,086.22
UG 350 AL 3/C-service	Feet	10	4.13	2004	41.31	13.84	27.46	73.09	24.50	48.60
UG 350 AL 3/C-service	Feet	10	4.23	2007	42.30	11.43	30.87	57.24	15.46	41.78
UG 350 AL 3/C-service	Feet	25	11.26	2010	281.54	57.60	223.94	382.89	78.33	304.56
UG 350 AL 3/C-service	Feet	25	8.60	2011	215.03	39.30	175.73	250.87	45.86	205.02
UG 350 AL 3/C-service	Feet	3	16.72	2017	50.17	2.66	47.51	57.26	3.03	54.23

UG 1 AL 1/C- 1998 Oldest	Feet	280	4.91	1995	1,374.82	640.69	834.23	3,482.75	1,361.56	2,101.17
UG 1 AL 1/C-	Feet	785	11.53	2001	9,048.34	3,088.95	5,959.38	21,968.46	7,499.67	14,468.79
UG 1 AL 1/C-	Feet	527	8.74	2002	4,607.88	1,492.09	3,115.80	10,847.44	3,612.63	7,234.90
UG 1 AL 1/C-	Feet	132	11.33	2003	1,496.08	457.89	1,038.11	3,458.84	1,058.78	2,400.06
UG 1 AL 1/C- No 2004 use 2003 & 2005	Feet	185	14.96	2004	2,765.32	819.08	1,946.24	6,090.40	1,803.96	4,286.44
UG 1 AL 1/C- No 2007 use 2006 & 2010	Feet	200	20.07	2007	4,013.02	715.87	3,297.16	5,184.61	924.86	4,259.75
UG 1 AL 1/C-	Feet	24	29.27	2010	702.36	125.12	577.24	806.63	161.51	745.12
UG 1 AL 1/C- No 2011 use 2012	Feet	245	30.13	2011	7,381.92	1,048.10	6,333.83	8,080.99	1,147.35	6,933.64
UG 1 AL 1/C-	Feet	81	21.46	2013	1,953.25	240.71	1,712.54	2,096.73	258.39	1,838.34
UG 1 AL 1/C-	Feet	572	24.29	2019	13,891.41	133.98	13,757.44	13,891.41	133.98	13,757.44
UG 2 AL 2/C- No asset	Feet	508		1972						
Subtotal				3,565	47,234.40	8,662.44	38,571.96	75,988.25	17,862.61	58,125.64

Account: E368.0 Line Transformers

OH 1KV	Each	1	365.44	1990	365.44	201.29	164.15	1,596.54	879.39	717.15
OH 5KVA 120/240V 1PH	Each	1	106.05	1966	106.05	91.76	14.31	1,099.20	950.92	148.28
OH 10KVA 120/240V 1PH	Each	1	386.97	1981	386.97	265.58	121.39	2,005.40	1,376.31	629.09
OH 10KVA 120/240V 1PH	Each	1	433.68	1988	433.68	252.75	180.93	1,995.41	1,162.93	832.49
OH 10KVA 120/240V 1PH	Each	1	500.03	1994	500.03	241.90	258.13	2,092.65	1,012.36	1,080.29
OH 10KVA 120/240V 1PH	Each	1	399.44	1997	399.44	172.19	227.28	1,798.40	776.23	1,023.18
OH 10KVA 120/240V 1PH	Each	1	795.38	2006	795.38	209.86	585.52	2,192.24	1,613.83	1,613.83
OH 10KVA 120/240V 1PH	Each	1	929.70	2016	929.70	64.82	865.09	1,098.64	76.36	1,022.28
OH 15KVA 120/240V 1PH	Each	1	319.22	1977	319.22	236.06	83.16	2,190.53	1,619.89	570.64
OH 15KVA 120/240V 1PH	Each	1	346.62	1978	346.62	251.85	94.77	2,225.04	1,616.71	608.34
OH 25KVA 120/240V 1PH	Each	1	260.13	1965	260.13	227.66	32.48	2,724.54	2,384.39	340.15
OH 25KVA 120/240V 1PH	Each	1	628.22	1982	628.22	422.37	206.85	3,019.70	2,030.25	889.45
OH 25KVA 120/240V 1PH	Each	2	695.06	1992	1,390.11	718.77	670.34	5,961.89	3,086.93	2,874.97
OH 25KVA 120/240V 1PH	Each	1	715.69	1994	715.69	346.23	369.46	2,896.20	1,448.98	1,546.22
OH 25KVA 120/240V 1PH	Each	1	1,489.33	2010	1,489.33	278.37	1,210.96	2,445.35	457.07	1,988.29
OH 25KVA Dual 120/240V 1PH	Each	2	1,643.13	2018	3,286.25	98.17	3,188.08	3,409.62	101.85	3,307.76
OH 50KVA 120/240V 1PH	Each	1	3,878.30	2012	3,878.30	674.13	3,304.17	5,733.89	848.82	4,885.06
OH 50KVA Dual 120/240V 1PH	Each	1	1,546.62	2006	1,546.62	408.07	1,138.56	4,262.86	1,124.74	3,138.12
OH 50KVA Dual 120/240V 1PH	Each	2	2,544.28	2011	5,088.57	852.40	4,236.17	7,935.93	1,329.37	6,606.56
OH 75KVA 120/240V 1PH	Each	1	1,460.65	1989	1,460.65	828.09	632.56	6,473.68	3,670.15	2,803.54
Account: E368.3 Pad Mt Transformers										
UG 25KVA 240/120V 1PH	Each	1	455.73	1972	455.73	428.47	27.26	3,498.97	3,290.68	209.28
UG 25KVA 240/120V 1PH	Each	1	1,982.70	2003	1,982.70	746.49	1,236.21	4,241.85	1,696.95	2,644.60
UG 50KVA 240/120V 1PH	Each	1	1,806.21	1995	1,806.21	1,016.76	790.46	4,597.09	2,585.25	2,011.83
UG 50KVA 240/120V 1PH	Each	1	1,550.87	2001	1,550.87	667.95	892.93	3,403.06	1,443.73	1,959.33

OH 1/C 1/0 & Larger ACSR	Feet	1,188	4.14	2010	4,830.82	947.40	3,883.41	6,374.58	1,250.18	5,124.50
OH 1/C 1/0 & Larger ACSR	Feet	520	10.64	2019	5,590.91	60.01	5,470.90	5,530.91	60.01	5,470.90
OH 2 ACSR 1/C	Feet	1,243	0.09	1956	115.20	116.20	-	2,082.26	2,082.26	-
OH 2 ACSR 1/C	Feet	321	0.11	1959	35.59	35.59	2.89	637.77	637.77	-
OH 2 ACSR 1/C	Feet	585	0.14	1962	83.88	80.99	2.89	1,391.83	1,343.80	48.02
OH 2 ACSR 1/C	Feet	2,254	0.21	1970	474.35	409.63	64.72	4,775.50	4,123.92	651.58
OH 2 ACSR 1/C	Feet	98	0.25	1972	24.46	20.45	4.01	221.36	185.07	36.28
OH 2 ACSR 1/C	Feet	725	0.23	1973	165.78	136.29	29.49	1,485.37	1,221.13	264.24
OH 2 ACSR 1/C	Feet	196	0.34	1975	66.43	52.72	13.71	416.23	330.30	85.93
OH 2 ACSR 1/C	Feet	354	0.35	1977	124.17	94.91	29.27	639.42	488.72	150.70
OH 2 ACSR 1/C	Feet	272	0.41	1978	111.45	83.53	27.93	587.43	440.24	147.19
OH 266 ACSR 1/C	Feet	2,198	4.90	2006	10,765.30	2,944.04	7,822.26	16,660.79	4,555.89	12,104.91
OH 4 ACSR 1/C 1936 Oldest	Feet	82	0.03	1902	1.50	1.50	-	70.83	70.83	-
OH 4 ACSR 1/C	Feet	831	0.04	1946	30.68	30.68	-	1,099.70	1,099.70	-
OH 4 ACSR 1/C	Feet	142	0.06	1955	8.80	8.80	-	171.37	171.37	-
OH 4 ACSR 1/C	Feet	242	0.10	1961	25.11	24.54	0.57	432.69	422.88	9.81
OH 4 ACSR 1/C	Feet	2,447	0.12	1968	305.27	271.76	33.51	3,964.13	3,528.99	435.13
OH 4 ACSR 1/C	Feet	185	0.18	1970	33.25	28.72	4.54	334.79	289.11	45.68
OH 4 ACSR 1/C	Feet	529	0.25	1975	132.71	105.31	27.40	831.54	659.87	171.66
OH 4 ACSR 1/C	Feet	486	0.57	1989	278.29	160.17	118.13	821.59	472.84	348.74
OH 4 ACSR 1/C - 2004 not enough	Feet	1,482	9.71	2004	14,190.75	4,144.61	9,776.14	27,168.62	8,451.90	18,716.72
OH 6A CW 1/C	Feet	126	0.07	1960	8.47	8.47	-	230.10	230.10	-
OH 6A CW 1/C	Feet	2,578	0.07	1952	178.88	178.88	-	4,109.75	4,109.75	-
OH 6A CW 1/C	Feet	300	0.13	1957	39.95	39.95	-	730.52	730.52	-
OH 6A CW 1/C	Feet	636	0.11	1964	59.07	55.60	3.47	945.11	889.57	55.54
OH 6A CW 1/C	Feet	488	0.18	1967	82.97	74.85	8.09	1,149.75	1,033.13	110.63
OH 6A CW 1/C	Feet	372	0.25	1970	93.82	81.02	12.80	944.57	815.69	128.88
OH 6A CW 1/C	Feet	74	0.69	1987	50.79	30.90	19.89	183.49	111.65	71.84
OH 1/0 AL 3/C (1/0 & Larger) ACSR	Feet	276	0.45	1968	124.56	110.89	13.67	1,617.46	1,439.91	177.54
OH 1/0 AL 3/C (1/0 & Larger) ACSR	Feet	169	0.39	1973	66.42	54.60	11.82	595.09	489.23	105.86
OH 1/0 AL 3/C (1/0 & Larger) ACSR	Feet	104	0.69	1978	72.09	54.03	18.06	379.95	284.75	95.20
OH 1/0 AL 3/C (1/0 & Larger) ACSR	Feet	46	14.48	1996	651.78	297.15	354.63	1,611.01	734.47	876.54
OH 1/0 AL 3/C (1/0 & Larger) ACSR	Feet	163	9.58	2012	1,466.07	229.38	1,236.69	1,850.14	289.47	1,560.67
OH 2 AL 3/C (1/0 & Larger) ACSR	Feet	131	0.26	1962	34.33	33.14	1.18	569.60	549.94	19.65
OH 2 AL 3/C (1/0 & Larger) ACSR	Feet	213	0.26	1970	55.45	47.88	7.57	558.24	482.08	76.17
OH 4 AL 2/C (1/0 & Larger) ACSR	Feet	196	2.66	1996	521.11	237.58	283.53	1,288.05	587.23	700.82
Subtotal		26,420			45,993.41	14,040.92	31,952.49	112,391.83	57,517.22	54,874.61

Account: E367.0 Underground Conductors and Devices

UG 350 AL 3/C - No asset      Feet      1      2001  
 UG 350 AL 3/C - No asset      Feet      15      2006



Cost Valuation as of

12/31/2019

**ALLIANT - WPL**

Location: WI Dells  
Trappers Turn Area  
Area F

DATE PREPARED  
PREPARED BY  
REVIEWED BY  
PREPARED FOR

1/20/2020  
Melanie Saick  
Stephanie Kleine 1/20/20  
Jim Moilanen

ITEM	UNIT	QTY	AVG UNIT PRICE	VINTAGE YEAR	ORIGINAL COST	ACCUMULATED DEPRECIATION	Net Book Value	REPROD COST	REPROD ACCUM. DEPR	REPROD LESS DEPR
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P/P Analysis valuation and depreciation for Distribution Property

Account: E364.0 Poles										
Unknown - Used 35' 1936 is oldest										
Poles 30'	Each	1	31.02	1948	31.02	31.02	-	598.20	598.20	-
Poles 30'	Each	1	34.96	1950	34.96	34.96	-	634.50	634.50	-
Poles 30'	Each	1	35.22	1952	35.22	35.22	-	571.81	571.81	-
Poles 30'	Each	2	60.32	1962	120.64	120.64	-	1,404.49	1,404.49	-
Poles 30'	Each	1	67.50	1968	67.50	67.50	-	650.79	650.79	-
Poles 30'	Each	1	96.05	1970	96.05	96.05	-	759.81	759.81	-
Poles 30'	Each	1	109.92	1972	109.92	109.92	-	782.04	782.04	-
Poles 30'	Each	1	126.17	1978	126.17	126.17	-	483.51	483.51	-
Poles 35'	Each	1	26.39	1942	26.39	26.39	-	904.53	904.53	-
Poles 35'	Each	1	45.48	1949	45.48	45.48	-	876.91	876.91	-
Poles 35'	Each	5	59.11	1952	295.57	295.57	-	4,799.14	4,799.14	-
Poles 35'	Each	1	75.09	1956	75.09	75.09	-	1,029.63	1,029.63	-
Poles 35'	Each	1	91.00	1966	91.00	91.00	-	951.62	951.62	-
Poles 35'	Each	1	87.66	1967	87.66	87.66	-	886.67	886.67	-
Poles 35'	Each	9	91.50	1968	823.54	823.54	-	7,939.41	7,939.41	-
Poles 35'	Each	9	112.44	1970	1,011.92	1,011.92	-	8,004.55	8,004.55	-
Poles 35'	Each	1	133.62	1972	133.62	133.62	-	926.30	926.30	-
Poles 35'	Each	3	137.91	1973	413.73	413.73	-	2,552.72	2,552.72	-
Poles 35'	Each	3	198.71	1975	596.13	596.13	-	2,590.24	2,590.24	-
Poles 35'	Each	1	197.07	1977	197.07	197.07	-	810.62	810.62	-
Poles 35'	Each	1	239.11	1978	239.11	239.11	-	916.34	916.34	-
Poles 35'	Each	2	412.19	1982	824.38	824.38	-	2,120.59	2,120.59	-
Poles 35'	Each	1	700.26	1986	700.26	700.26	-	1,221.36	1,221.36	-
Poles 35'	Each	1	680.18	2003	680.18	680.18	-	781.47	781.47	-
Poles 35'	Each	1	942.50	2004	942.50	942.50	-	441.84	441.84	-
Poles 35'	Each	1	1,484.89	2009	1,484.89	1,484.89	-	550.29	550.29	-
Poles 35'	Each	2	1,004.04	2010	2,008.07	2,008.07	-	558.20	558.20	-
Poles 35'	Each	1	1,541.31	2012	1,541.31	1,541.31	-	44.184	44.184	-
Poles 35'	Each	1	3,753.83	2013	3,753.83	3,753.83	-	871.71	871.71	-
Poles 40'	Each	3	76.26	1952	228.79	228.79	-	1,237.70	1,237.70	-
Poles 40'	Each	1	118.10	1959	118.10	118.10	-	556.93	556.93	-
								321.08	321.08	-
								660.86	660.86	-
								3,402.49	3,402.49	-

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

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

IT APPROVES the Right-of-Way Plat Acquisition and Relocation Order associated with County A improvements related to the new high school project.

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

Attest:

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

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

Date Introduced: February 24, 2020

Date Passed:

Date Published:

R/W PROJECT NUMBER 00085095	SHEET NUMBER 1	TOTAL SHEETS 2
PLAT OF RIGHT OF WAY REQUIRED FOR CITY OF WISCONSIN DELLS, CTH A (USH 12-COMMERCIAL AVENUE)		
CTH A		SAUK COUNTY

ORIGINAL PLAT PREPARED BY



**MSA**  
ENGINEERING | ARCHITECTURE | SURVEYING  
FUNDING | PLANNING | ENVIRONMENTAL

1702 Parkside Street, Madison, WI 53704  
608 242 7779 | 1 800 446 0679 | www.msa-ps.com  
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02/12/2020  
DATE

*Handwritten Signature*  
Professional Land Surveyor

CAUTION:  
THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY. DEEDS  
MUST BE CHECKED TO DETERMINE PROPERTY BOUNDARIES.



PROJECT LOCATION

CONVENTIONAL SYMBOLS

SECTION LINE	PARCEL NUMBER	UTILITY NUMBER
QUARTER LINE	SECTION CORNER	R/W MONUMENT
SIXTEENTH LINE	NOTATION FOR COMBUSTIBLE FILINGS	NON-MONUMENTED R/W POINT
NEW REFERENCE LINE	NOTATION FOR HIGH VOLTAGE TRANSMISSION LINES	FOUND IRON PIN
NEW R/W LINE	ACCESS CONTROLLED BY ACQUISITION	VALVE (GAS, WATER, ETC.)
EXISTING R/W LINE	NO ACCESS (BY STATUTORY AUTHORITY)	SIGN
PROPERTY LINE	ACCESS RESTRICTED (BY PREVIOUS PROJECT OR CONTROL)	OFF-PREMISE SIGN
LOT TIE AND OTHER MINOR LINES	NO ACCESS (NEW HIGHWAY)	
SLOPE INTERCEPT	NATIONAL GEODETIC SURVEY MONUMENT	
CORPORATE LIMITS	SIXTEENTH CORNER MONUMENT	
UNDERGROUND FACILITY (E.G. WATER, GAS, FIBER, ETC.)	PARALLEL OFFSETS	
FEE ACQUISITION AREA (MATCHING SYMBOLS BY OWNER)		
TEMP. LIMITED EASEMENT AREA		
EASEMENT AREA (HIGHWAY PERMANENT LIMITED, OR RESTRICTED DEVELOPMENT)		
TRANSMISSION STRUCTURES		
BUILDING		
BUILDING (TO BE REMOVED)		
RAILROAD		

CONVENTIONAL UTILITY SYMBOLS

WATER	GAS	TELEPHONE	OVERHEAD TRANSMISSION LINES	ELECTRIC	CABLE TELEVISION	FIBER OPTIC	SANITARY SEWER	STORM SEWER	ELECTRIC TOWER
NON-COVERABLE	COVERABLE	COVER EASEMENT							

CURVE DATA ABBREVIATIONS

LONG CHORD	LONG CHORD BEARING	LEH
RADIUS	DEGREE OF CURVE	LEB
CENTRAL ANGLE	LENGTH OF CURVE	R
TANGENT	DIRECTION AHEAD	U
DIRECTION BACK		Δ/ΔE/ΔTA
		L
		T
		DA
		LR

CONVENTIONAL ABBREVIATIONS

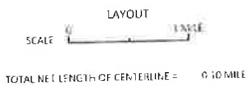
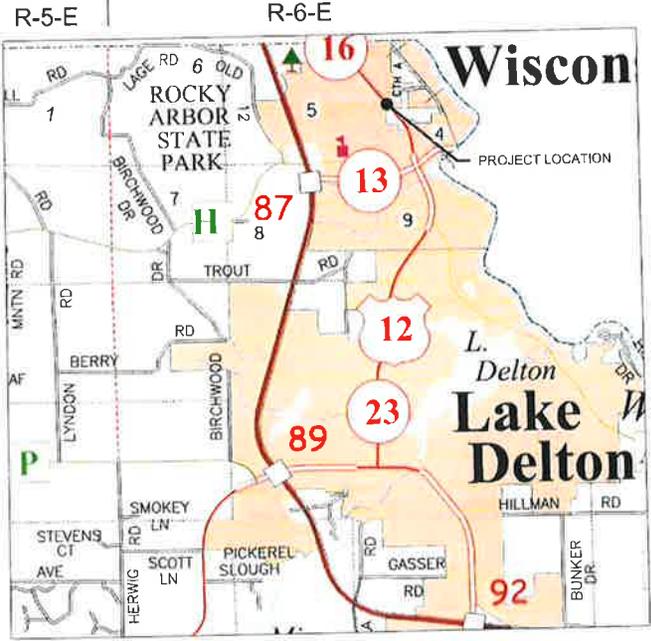
ACCESS RIGHTS	AR	COLLECT	OL
ACRES	AC	PAGE	P
AHEAD	AH	POINT OF TANGENCY	PT
ALUMINUM	ALUM	PROPERTY LINE	PL
AND OTHERS	ET AL	RECORDED AS	(100')
BACK	bk	REEL / IMAGE	RA
BLOCK	BLK	REFERENCE LINE	R/L
CENTERLINE	C/L	PERMANENT LIMITED EASEMENT	P/LE
CERTIFIED SURVEY MAP	CSM	POINT OF BEGINNING	POB
CONCRETE	CCNC	POINT OF CURVATURE	PC
COUNTY	CC	POINT OF COMPOUND CURVE	PCC
COUNTY TRUNK HIGHWAY	CTH	POINT OF INTERSECTION	PI
DISTANCE	DISt	REMAINING	REM
CORNER	CCR	RESTRICTIVE DEVELOPMENT EASEMENT	RDE
DOCUMENT NUMBER	DOC	RIGHT	RT
EASEMENT	EASE	RIGHT OF WAY	R/W
EXISTING	EX	SECTION	SEC
GAS VALVE	GV	SEPTIC VENT	SEV
GRID NORTH	GN	SQUARE FEET	SF
"HIGHWAY EASEMENT"	HE	STATE TRUNK HIGHWAY	STH
IDENTIFICATION	ID	STATION	STA
LAND CONTRACT	LC	TELEPHONE PEDESTAL	TP
LEFT	LT	TEMPORARY LIMITED EASEMENT	TLE
MONUMENT	MON	TRANSPORTATION PROJECT PLAT	TPP
NATIONAL GEODETIC SURVEY NUMBER	NGS	UNITED STATES HIGHWAY	USH
	NG	VOLUME	V

NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (NAD83) SAUK COUNTY LANCE (011) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

RIGHT-OF-WAY MONUMENTS ARE TYPE 2 AND ARE PLACED PRIOR TO OR AT THE TIME OF LAND TITLE TRANSFER.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES ON THE PERIMETER OF THE HIGHWAY LANS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR CENTER SURVEYS OF PUBLIC RECORD.



SCHEDULE OF LANDS & INTERESTS REQUIRED		OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY.				
PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	R/W SQ FT REQUIRED	EXISTING TOTAL	RES SQ FT	
1	PLEASANT VALLEY PROPERTIES OF W, LLC	FEE/TLE	SUB	---	SUB	759
2	ANNA NYKAZA REVOCABLE LIVING TRUST	FEE	2,300	10,171	13,043	---

UTILITY INTERESTS REQUIRED			
UTILITY NUMBER	OWNER(S)	PARCEL AFFECTED	EASEMENT AFFECTING
00	WISCONSIN POWER & LIGHT - ELECTRIC	1	RELEASE OF RIGHTS; BLANKET EASEMENT #218299
01	CHARTER COMMUNICATION	1	RELEASE OF RIGHTS; NO EASEMENT OF RECORD
02	FRONTIER COMMUNICATIONS	1	RELEASE OF RIGHTS; NO EASEMENT OF RECORD

SIGNAGE OF SIGN STRUCTURES	
SIGN NUMBER	SIGN OWNER(S)
S1	STAND ROCK CAMPGROUND

CITY A (EAST) CURB ALIGNMENT INFORMATION

STA 21+54.76  
Y = 296,643.741  
X = 637,964.843

EA = N56°08'77"E

PI = STA 22+70.32  
Y = 296,198,844  
X = 637,077,335  
L = 92.27'  
R = 82.43'  
L = 163.89'  
R = 100.000'  
LC = 184.72'  
CL = N02°24'39"E  
PC = STA 21+88.18  
PT = STA 23+52.08

EA = N03°7'09"W

PI = STA 23+101.57  
Y = 296,199,875  
X = 637,163,520  
L = 270.55'  
R = 72.88'  
L = 384.00'  
R = 684.00'  
LC = 183.76'  
CL = N02°44'51"E  
PC = STA 24+35.29  
PT = STA 25+79.32

EA = N08°46'46"E

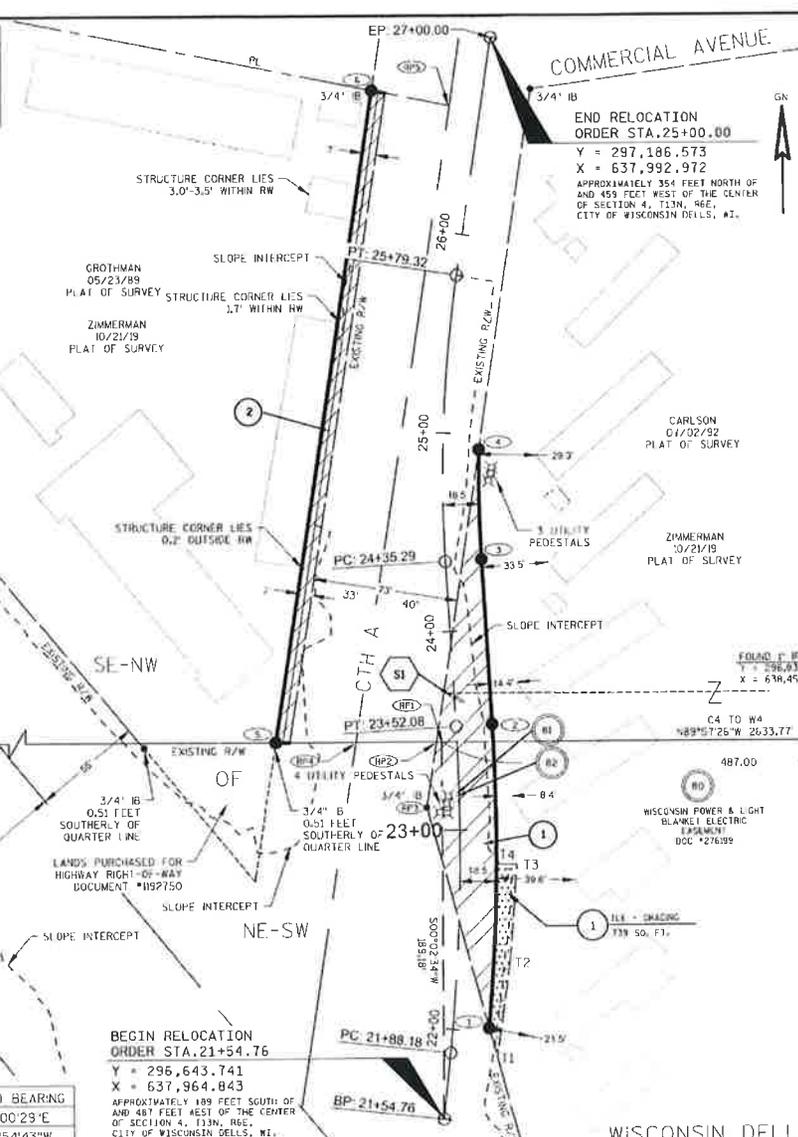
STA 21+00.00  
Y = 297,186,571  
X = 637,992,972

R/W POINT	STATION	OFFSET	NORTHING	EASTING
1	22+02.25	16.50' R	296,689,259	637,988,216
2	23+52.08	18.50' R	296,841,703	637,990,898
3	24+35.29	18.50' R	296,924,776	637,986,131
4	24+91.94	18.50' R	296,979,869	637,985,254
5	25+49.41	91.24' L	296,832,987	637,985,478
6	26+54.56	55.83' L	297,160,084	637,932,288

LINE	BEARING	DISTANCE
2-3	N02°17'05"W	81.21'
4-RP3	S08°49'46"W	152.09'
RP3-1	S15°36'16"E	114.92'
RP3-RP2	N89°54'26"W	2.56'
RP2-RP3	S08°49'46"W	33.38'
RP1-RP4	N89°54'26"W	43.03'
RP4-5	N89°54'26"W	40.48'
5-6	N08°49'46"E	331.62'
6-RP5	S78°44'16"E	40.02'
RP5-RP4	S08°49'46"W	323.24'

TILE POINT	STATION	OFFSET
T1	21+88.51	23.97' R
T2	22+36.00	27.00' R
T3	22+83.00	29.00' R
T4	22+83.00	18.50' R

CURVE	LENGTH	RADIUS	DELTA	CHORD DISTANCE	CHORD BEARING
1-2	152.61'	1018.50'	08°35'06"	152.47'	N01°00'29"E
3-4	55.12'	665.50'	04°44'43"	55.10'	N00°54'43"W



R/W PROJECT NUMBER	00085095	SHEET NUMBER	2	TOTAL SHEETS	2
PLAT OF RIGHT OF WAY REQUIRED FOR CITY OF WISCONSIN DELLS, CTH A (USH 12 - COMMERCIAL AVENUE)					
CTH A			SAUK COUNTY		

**NOTES:**

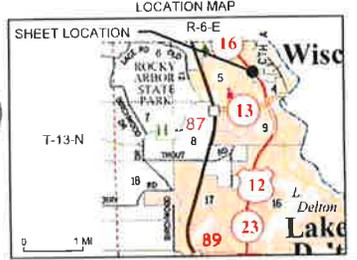
POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCONSIN), SAUK COUNTY, NAD83 (DCL) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

RIGHT-OF-WAY MONUMENTS ARE 3/4" X 24" REBAR AND ARE PLACED PRIOR TO OR AT THE TIME OF LAND TITLE TRANSFER.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF 1/16" PLUM METER OF THE HIGHWAY LOCUS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS" OF PUBLIC RECORD.

USH 12 RIGHT-OF-WAY BASED ON CSM #6737, GROTHMAN PLAT OF SURVEY, ZIMMERMAN PLAT OF SURVEY, AND PRLVUS FEDERAL PROJECT 44 & 174.

CTH A RIGHT-OF-WAY BASED ON CSM #6737, GROTHMAN PLAT OF SURVEY, CARLSON PLAT OF SURVEY, ZIMMERMAN PLAT OF SURVEY AND DOCUMENT #561388.



**MSA**  
ENGINEERING & ARCHITECTURE SURVEYING  
PLANNING & ENVIRONMENTAL  
1700 Park Drive, Delton, WI 53115  
(608) 242-7779

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD OF THIS SURVEY AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF WISCONSIN. I HAVE CHECKED THE PLAT FOR ACCURACY AND CORRECTED ANY ERRORS. I HAVE ALSO CHECKED THE PLAT FOR CONFORMANCE WITH THE WISCONSIN SURVEYING ACT AND THE RULES OF THE BOARD OF SURVEYING.

DATE: 02/12/20

PROJECT NAME: BRADLEY TOWNSHIP

PROJECT NUMBER: 00085095

DATE: 02/12/20

PROJECT NUMBER: 00085095

DATE: 02/12/20

REVISIONS	DATE: 02/12/2020	SCALE: 1" = 40'	HWY: CTH A	CITY R/W PROJECT NUMBER: 00085095	PLAT SHEET: 2 OF 2
GRID FACTOR			COUNTY: SAUK	CONSTRUCTION PROJECT NUMBER: 00085095	P&S.C. SHEET: N/A

# RELOCATION ORDER

LPA1708 08/2011 (Replaces LPA3006)

Project 00085095	Road name CITY OF WISCONSIN DELLS, CTH A (USH 12 -COMMERCIAL AVENUE	Highway CTH A	County SAUK
Right of way plat date 02/12/2020	Plat sheet number(s) 1 - 2	Previously approved Relocation Order date N/A	

**Description of termini of project:**

Beginning at a point APPROXIMATELY 189 feet south of and 487 feet west of the Center of Section 4, T-13-N, R-6-E, City of Wisconsin Dells, Sauk County, Wisconsin, thence northerly to a point APPROXIMATELY 354 feet north of and 459 feet west of the Center of Section 4, T-13-N, R-6-E, City of Wisconsin Dells, Sauk County, Wisconsin as shown on the right-of-way plat or a copy thereof marked:

CITY OF WISCONSIN DELLS, CTH A  
(USH 12 - COMMERCIAL AVENUE)  
CTH A SAUK COUNTY

The same being sheets 1 - 2 of said plat.

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To properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the highway designated above, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the right of way plat for the above project.

To effect this change, pursuant to authority granted under Section 62.22, Wisconsin Statutes, the City of Wisconsin Dells orders that:

1. The said road is laid out and established to the lines and widths as shown on the plat.
2. The required lands or interests in lands as shown on the plat shall be acquired by: City of Wisconsin Dells
3. This order supersedes and amends any previous order issued by the: City of Wisconsin Dells

---

Name and Title

Date

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

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the City Plan Commission from their February 17, 2020 meeting;

IT APPROVES a Conditional Use Permit to Movin' Out, Inc. in order to allow Residential Multi-family at 920 Race Street, Columbia County Parcel No. 11291-1008.03, with the following contingencies:

1. Proposed development be contained to a single parcel
2. Applicant take control of the property.
3. Final building heights are approved as part of the Site Plan approval.
4. Storm Water Plan be created to the satisfaction of the City.
5. Storm Water pond shall be maintained to prevent it from creating a nuisance to the area, including by mosquitoes.
6. A buffer is established and maintained between this development and the surrounding properties. If a minimal buffer is allowed to be constructed, it is to be enhanced at the City's request, if in the City's sole discretion, it is deemed necessary.
7. Developer may need to create a secondary access drive to Michigan Ave. The City may defer this condition until Michigan Ave can be further extended east.
8. Developer shall install sidewalk along Race Street.

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

Attest:

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

Vote: \_\_\_\_\_ ayes \_\_\_\_\_ nays  
Date Introduced: February 24, 2020  
Date Passed:  
Date Published:

# CONDITIONAL USE APPLICATION

## Wisconsin Dells, Wisconsin

Version: May 21, 2007

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

**- Office Use Only -**

Initial application fee	<b>\$525.00</b>
Receipt number	_____
Application number	_____

**1. Applicant information**

Applicant name Movin' Out, Inc.

Street address 902 Royster Oaks Dr., Suite 105

City Madison

State and zip code WI, 53714

Daytime telephone number 608-229-6910

Fax number, if any \_\_\_\_\_

E-mail, if any ms@movin-out.org

**2. Subject property information**

Street address	<u>920 Race Street</u>	
Parcel number	<u>11291-1008.3 (Partial)</u>	<small>Note: the parcel number can be found on the tax bill for the property or may be obtained from the City.</small>
Current zoning classification(s)	<u>C-1 Commercial Neighborhood Zoning District</u>	<small>Note: the Zoning map can be found on the "Planning &amp; Zoning" Department page of the City web-site: <a href="http://www.citywd.org">www.citywd.org</a></small>
Describe the current use	<u>Undeveloped</u>	

**3. Proposed use.** Describe the proposed use.

**Sixty (60) units in multi-family community.**

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

**N/A**

**CONDITIONAL USE APPLICATION**  
**Wisconsin Dells, Wisconsin**

Version: May 21, 2007

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

None expected

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

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

This project is being proposed to address demand and need in the market for quality workforce housing.

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

The current, proposed site plan includes 60 private garages as well as 48 off-street parking spaces which will allow for adequate traffic flow within the site. There will be site access from both Race Street and Michigan Avenue.

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

The proposed use of multi-family is suitable given the location between an existing residential neighborhood, adjacent commercial uses, and an exiting state highway. In addition, multi-family is quite suitable for transitioning from the commercial uses on Broadway to the residential neighborhood.

- d. Effects of the proposed use on the natural environment

The site is currently wooded. Efforts will be made to preserve as many trees as possible to enhance the site and provide a shield between the state highway and the building. Open space will be incorporated as well as a preference for native, natural landscaping.

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

Existing tree will be preserved, to the extent possible, between the building and the single family homes as a privacy barrier. The majority of traffic is anticipated on Race Street mitigating sound and traffic concerns for the adjacent residential neighborhood.

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

We do not anticipate any negative effects.

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

We do not anticipate any negative effects.

**CONDITIONAL USE APPLICATION**  
**Wisconsin Dells, Wisconsin**

Version: May 21, 2007

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

**8. Applicant certification**

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

	<b>1/14/20</b>
Applicant Signature	Date

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

**A. Payment for Eligible Costs.**

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

**B. Guarantee of Payment.**

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

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

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

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

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

**C. Termination of Guarantee.**

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

	<b>1/14/20</b>
Applicant Signature	Date

Conditional Use Permit  
Multi-family at Race and Michigan  
Staff Report for Plan Commission, 5/14/18

The City of Wis. Dells has received a Conditional Use Permit application from Movin' Out, Inc to allow land use 3.4 RESIDENCE, MULTI-FAMILY and detached residential garages on parcel 11291-1008.04 located South-East of the intersection of Race St. and Michigan Ave. This project includes a 4-story apartment building, which may exceed the current 45 ft maximum building height. Exceeding the 45 ft height limit is allowable with a Conditional Use Permit if the building is equipped with a State approved sprinkler system. This CUP approval should be contingent on the actual final height of the building being approved during the Site plan approval. The project is proposed for vacant wooded land immediately north of the Indian Trail Motel, and would run from Race St. to STH 13. The request is to construct a sixty (60) units of mixed income, multi-family community. The current zoning for this property is C-1 Commercial – neighborhood. The multi-family residential land use is allowed as a Conditional Use in the C-1 Zoning District.

The applicant has developed another multi-family housing project on Pioneer Dr. and Fitzgerald road. That project appears to be a success. The applicant believes there is still a need for additional multi-family housing in the area.

The property that this proposed development will occur on has not yet been sold to Movin' Out, Inc. Any approval of this CUP must be contingent on the development property being consolidated into a single parcel and the applicant taking control of the property.

The general plan for this project involves a Sixty (60) unit, 4-story apartment building and single story detached garages. The site will be accessed from a drive off of Race St, which will run through a parking lot on the southern half of the property. There will be detached garages to the south of the drive and surface parking to the north of the drive. The 4-story apartment building will be just north of the surface parking. The development will have a community space, likely in the 4-story building, and a playground area.

The Zoning Code Standards for a Residential, multi-family use call for two (2) parking spaces for each unit, plus an additional visitor parking space for every eight units. For a 60 unit development, the parking requirement would call for 128 parking spaces. The preliminary plan submitted contained 51 garage parking stalls and 59 surface parking stalls for a total of 110 parking stalls provided. The developer was made aware of the short fall and has stated they will update the plan to provide 128 parking stalls.

The proposed building site meets the minimum lot size requirements for a multi-family development of this size.

The CUP process is mainly an approval of the land use and general plan of a project and its compliance with the City zoning code. Before construction can begin on any new commercial building the City must approve a Site-plan application. The site plan review will be the process that will address the specific details of the project plan, including the following items called out in the Zoning Ordinance for Site plan review:

- (a) If the project is a multi-family real estate development (more than 3 dwelling units), does the project meet the following standards:
  1. All setback areas fronting on or visible from an adjacent public street, and all recreation, leisure and open space areas shall be landscaped in accordance with the project plan. Decorative design elements, such as fountains, pools, benches, sculpture, planters, exterior recreational facilities and similar elements may be permitted, providing such elements are incorporated as part of the landscaping plan; and, permanent and automatic irrigation facilities are provided in all planted landscaped area.
  2. Minimum open space is thirty (30%) percent of the net area being developed. The net area shall exclude dedicated or proposed-dedicated public rights-of-way.
  3. Common open space areas are designed and located within the project to afford use by all residents of the project. These common areas may include, but are not limited to: game courts or rooms, swimming pools, garden roofs, sauna baths, putting greens, or play lots.

4. Active recreation and leisure areas, except those located completely within a structure, used to meet the open space requirement, shall not be located within fifteen (15) feet of any door or window of a dwelling unit.
5. Private waterways, including pools, streams and fountains, may be used to satisfy not more than fifty (50%) percent of the required open space.
6. Trash collection areas shall be provided within two hundred and fifty (250') feet of the units they are designed to serve. Such areas shall be enclosed within a building or screened with masonry walls having a minimum height of five feet. Access gates or doors to any trash area, not enclosed within a building, are to be of opaque material.

One of the main items that will have to be addressed for this project will be the storm water management. A previous concept for this plan had conflicts between the stormwater pond and a municipal well. This plan appears to have addressed that issue by moving the stormwater pond east to along Race St. This places the pond adjacent to existing residents, but it appears that cannot be avoided. Any approval should carry a condition that the stormwater pond be adequately maintained to prevent it from becoming a nuisance. This may include controlling for mosquitoes. This development will discharge into an existing urban storm water system. Storm water from this site must be controlled to ensure the existing storm water system is not overwhelmed. The City currently designs their stormwater system to the 50 yr storm, and this site would be expected to meet this standard at a minimum.

Another item of concern is the buffering of this development from surrounding properties. There are existing residences to the north-west of this facility that need to be protected. The developers appears to have moved the buildings south to keep them 80 ft from the neighboring property lines. They have also noted that they will maintain a landscape buffer between the building and the residents. The access drive and main entrances are on the south side of the building, which should keep the traffic activity away from the residents, and allow the building to buffer the majority of traffic and pedestrian activity from the neighbors.

The developer has stated that they will retain ownership of the property after development is complete and operate and manage the property themselves. To date, the management of their existing property on Pioneer and Fitzgerald has been very good. The developer has stated that they will ensure that nuisances such as poor property maintenance, the accumulation of trash on the property and noise issues will not be systemic.

A significant item for this property is a second access drive onto Michigan Ave to the north. The proposed plan includes a large turn around parking area east of the building. A preliminary plan originally submitted with the CUP application included a second access drive to Michigan Ave. However, to access the existing paved portion of Michigan Ave, this drive had to come back to the west, closer to the existing residents on the south side of Michigan Ave. A long term solution may be to extend Michigan Ave east, and hopefully minimizing the effect of allowing this development to access Michigan Ave. There would still be increased traffic along Michigan Ave.

Increased traffic along Michigan Ave may be unavoidable, as it may be a wise decision long term for the City to connect Michigan Ave to STH 13. This would provide improved traffic circulation through this part of the city, but would also significantly increase traffic to the section of Michigan Ave. The City will continue to evaluate connecting Michigan Ave to STH 13.

Other items that must be addressed to the satisfaction of the City as part of the Site plan application are: final building locations and design, utility plan, final parking plan, solid waste storage location, lighting, and landscaping. Future planning considerations the City must keep in mind:

1. Michigan STH 13 Intersection
2. Sidewalk on Race St.

As this facility may be occupied by persons not currently residing in the area, other issues the City must consider are:

1. Increased emergency services
2. Increased school population

The City Comprehensive plan specifies this location as a targeted multi-family re-development area.

This development will generate increased traffic on Race St. and Michigan Ave. There is no good pedestrian travel way along Race St. to Broadway.

The subject property appears to be a suitable location for multi-family housing. It has enough space for a multi-family development to be constructed and buffered to minimize the impacts on neighboring properties.

This project will develop currently vacant property.

A multi-family development has the potential to create a nuisance with surrounding properties. The use of buffers and proper management of the facility could minimize these issues.

If properly constructed and buffered from surrounding property, this development should not have a negative effect on the future development of commercial uses in this area. In fact, it is expected that this development will spur additional commercial development in this area.

This project should not have a negative effect on the city's financial ability to provide public services.

This plan was given to MSA to additional review. The their review memo also included in this packet.

Any approval of this CUP should have the following contingencies:

1. The proposed development be contained by a single parcel
2. The applicant take control of the property
3. The final building heights are approved as part of the Site plan approval.
4. A storm water plan be created to the satisfaction of the City
5. The storm water pond shall be maintained to prevent it from creating a nuisance to the area, including by mosquitoes.
6. A buffer is established and maintained between this development and the surrounding properties. If a minimal buffer is allowed to be constructed, it is to be enhanced at the City's request, if in the City's sole discretion it is deemed necessary.
7. The developer may need to create a secondary access drive to Michigan Ave. The City may defer this condition until Michigan Ave and be further extended east.
8. The developer may need to install sidewalk along Race St.

Chris Tollaksen

City of Wis. Dells Planning and Zoning

---

**To:** Chris Tollaksen – Zoning Administrator  
City of Wisconsin Dells

**From:** Chuck Bongard, P.E.

**Subject:** Kilbourn Flats – 60 Unit Multi-Family Proposal

**Date:** January 28, 2020 (Updated February 11, 2020)

---

I have reviewed the submittal for a Conditional Use Permit to place a 60-unit – 4 Story multi-family development in the City near the intersection of Race Street and Michigan Avenue. It is my understanding that a project at this site was previously reviewed and approved with a slightly different mix of housing units. Since the project is not yet at the stage where a detailed site plan has been prepared, I will try to keep my comments general in nature as a more site specific review will be appropriate when more detailed information is provided.

Land Use: This vacant parcel is currently zoned C-1 Commercial neighborhood. It lies between currently developed commercial property on the south and west and single family residential on the north. It is also bounded by State Trunk Highway 13 on the east. Multi-family is generally considered a good transitional land use between commercial and residential development so from that perspective it would seem to be a good fit for this site. Looking forward, it seems likely that re-development of lands to the west would also be commercial or perhaps multi-family in nature.

Access and Circulation: From a big picture perspective the City needs to decide on the future connection of Michigan Avenue to State Trunk Highway 13. That need is not driven solely by the development of this project so it will be addressed separately. If the City decides that this connection is desirable, then the site plan review for this project will need to address the grading necessary to make the transition from this site to the new street grade.

The preliminary site plan that I reviewed shows a single driveway access point off of Race Street between Michigan Avenue and Wisconsin Avenue. Feedback has been solicited from Emergency Services providers but it is my opinion that a second point of access should be required. There are options for this connection to Michigan Avenue off of the north side of the easterly parking area. This second connection would provide options for residents entering and exiting and offer improved access for emergency responders.

## MEMO

January 28, 2020

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A sidewalk should be required along the west side of the property fronting Race Street and consideration given to extending that sidewalk down to Broadway. It is my understanding that a Gas Station/Convenience Store is being considered as a re-development of the motel site to the south so that would be an opportunity to require the sidewalk to be installed to the south.

Site Layout: As the building is currently shown, it will provide a buffer between the driveway and parking areas of the site and the residential homes to the north. The storm water management area and playground will also provide some open space buffer. At 4 stories in height, this building will be large in scale by comparison to the homes to the north. The plan calls for trees to remain north and east of the apartment building. Depending on the grading required to prepare the site and the nature and quality of the trees in that area, this concept may fall short of achieving the desired buffering. This will be reviewed more specifically with the site plan approval process but a condition of this approval should be the provision of an adequate landscape buffer, which may include berming and new or additional plantings.

The location of the garage units as proposed will provide a level of buffering from the commercial use to the south and from the highway to the east. The dumpster location as shown is accessible yet should not present an eyesore.

Currently there are 108 parking spaces shown between dedicated garage spaces and surface parking spots. This falls short of the City Code requirement of 128 stalls based on the number of units. It appears that additional stalls could be provided at the east edge of the current site plan. The requirement to add these stalls could be held as a future provision in the event that the provided stalls are inadequate.

Utilities: Additional review will be required as more specific site plans are submitted.

Watermain: There is an existing 8-inch diameter watermain located in Race Street which would be the likely connection point for this project. Given the 4 story proposed building it is likely that an internal booster pump will be required for the fire suppression system.

- The existing 8-inch diameter water main located in Race Street is part of the middle pressure zone of the water system. The middle pressure zone is controlled by the Cemetery and Platt elevated reservoirs, both of which have overflow elevations of 1050' MSL. Assuming a controlling water level elevation 4 feet below overflow (1046' MSL), the anticipated static pressures at ground level within the development (930' to 950'), are 51 to 42 psi.
- The development is within close proximity to the high pressure zone of the water system. An existing 12-inch diameter high pressure main is located east of STH 13 within the back slopes of the ROW. In order for this development to connect to the high pressure zone, a STH 13 casing crossing and main extension west on Michigan Ave. would be required. The high pressure zone is controlled by the Business Park elevated reservoir with an overflow elevation of 1120' MSL. Assuming a controlling water level

## MEMO

January 28, 2020

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elevation 4 feet below overflow (1116' MSL), the anticipated static pressures at ground level within the development (930' to 950'), are 81 to 73 psi.

The developer should consider both options when evaluating internal fire suppression requirements of the proposed building.

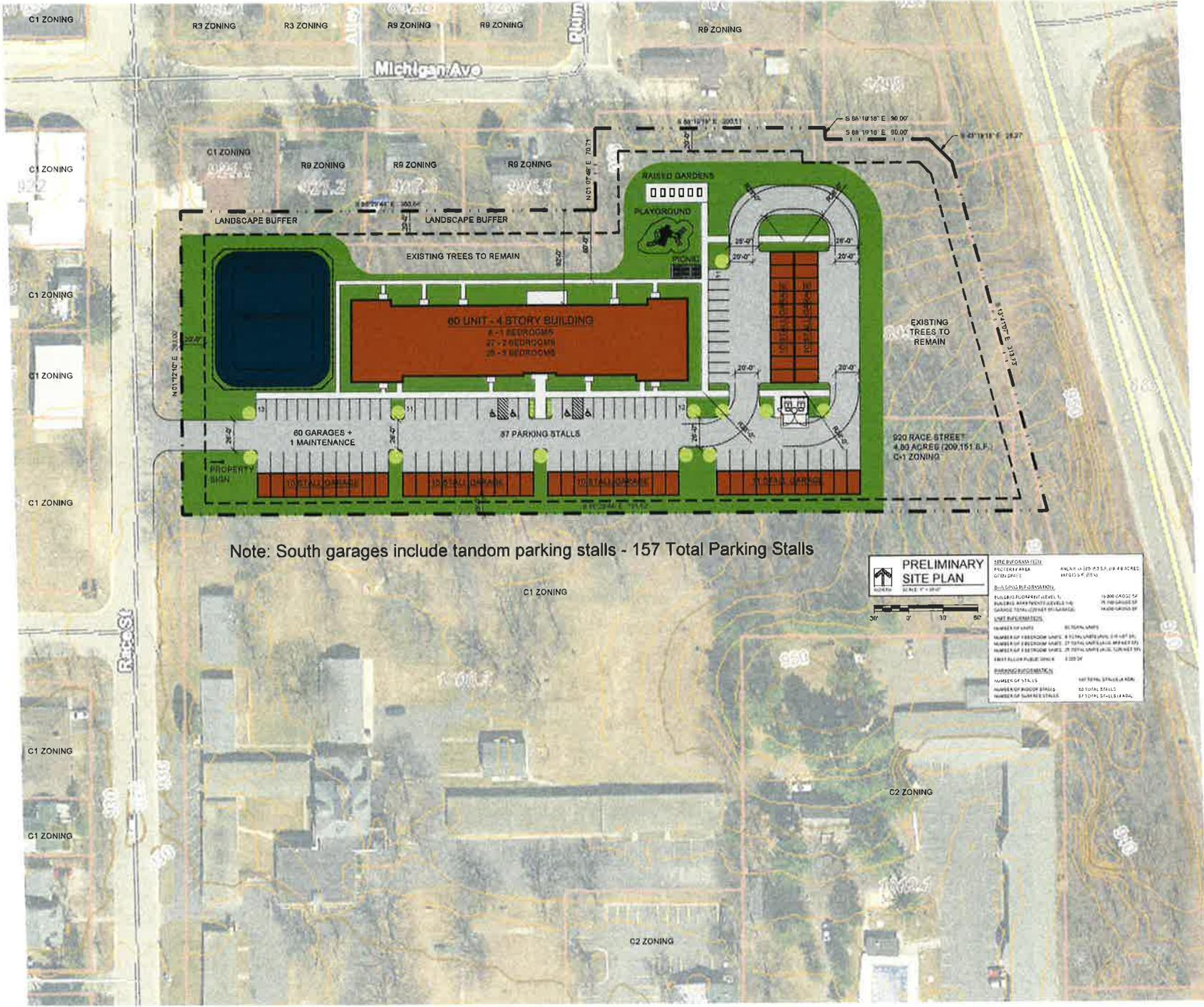
Sanitary Sewer: There is an 8-inch diameter sanitary sewer located in the Michigan Avenue right-of-way to the north of the project as well as an 8-inch diameter sewer in Race Street at the intersection with Wisconsin Avenue. From the system map it would appear that connection to the Race Street sewer would be advisable as this 8-inch line discharges into a 12-inch diameter pipe at Broadway.

Storm Sewer: A storm water management plan will need to be provided with the site plan submittal but in general the site drains to the north and then west. Existing storm sewers are in place in the Michigan Avenue right-of-way and from Race Street toward Vine Street which will be the receiving pipes for this runoff. The shown location of the storm water management pond makes sense with the drainage patterns on the property. As shown it is now outside of the limits of the City's wellhead protection zones.

This is the extent of my comments at this time. To summarize it would appear that this is an appropriate location of the proposed use. Conditions of approval should include:

- Provision of a second access to the site off of Michigan Avenue
- Provision of an adequate landscape buffer between the apartment building and the homes to the north
- Provision of a pedestrian sidewalk from the building to the Race Street right-of-way and along the Race Street frontage of the property
- Provision of additional parking stalls to meet the City requirement or agreement to install added stalls in the event that the currently proposed number are not adequate





Note: South garages include tandem parking stalls - 157 Total Parking Stalls

**PRELIMINARY SITE PLAN**  
 SCALE: 1" = 30'-0"

<b>SITE INFORMATION:</b>	ACRES: 4.00 (200,151 S.F.)
<b>REGULATORY INFORMATION:</b>	15,000 GROSS SQ. FT. PER GARAGE OR 10,000 GROSS SQ. FT. PER GARAGE OF GARAGE TOTAL GARAGE OR 10,000 GROSS SQ. FT. PER GARAGE OF GARAGE TOTAL GARAGE
<b>GENERAL INFORMATION:</b>	80 TOTAL UNITS
NUMBER OF UNITS:	80 TOTAL UNITS
NUMBER OF 1-BEDROOM UNITS:	40 TOTAL UNITS (50% OF 80)
NUMBER OF 2-BEDROOM UNITS:	40 TOTAL UNITS (50% OF 80)
NUMBER OF 3-BEDROOM UNITS:	0 TOTAL UNITS (0% OF 80)
NUMBER OF 4-BEDROOM UNITS:	0 TOTAL UNITS (0% OF 80)
<b>PARKING INFORMATION:</b>	157 TOTAL STALLS (A MIN.)
NUMBER OF STALLS:	157 TOTAL STALLS (A MIN.)
NUMBER OF BIPOD STALLS:	00 TOTAL STALLS
NUMBER OF TANDUM STALLS:	00 TOTAL STALLS (A MIN.)

**PRELIMINARY SHEET DATES:**

01/11/2025
03/11/2025

**M+A DESIGN, INC.**  
 7450 W. WISCONSIN STREET  
 MADISON, WISCONSIN 53719  
 (608) 278-1100

**OWNER / APPLICANT:**  
**MOVIN' OUT KILBOURN WISCONSIN DELLS, LLC**  
 929 RACE STREET  
 SUITE 105  
 MADISON, WISCONSIN 53714

**PROJECT NAME:**  
**KILBOURN FLATS**  
 929 RACE ST.  
 WISCONSIN DELLS, WISCONSIN 53714

**JOB NUMBER**  
2017.31

**SHEET**  
C1.0

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

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the City Plan Commission from their February 17, 2020 meeting;

IT APPROVES a Conditional Use Permit to Dells Zipline Adventures, LLC, in order to allow an amusement ride over 45ft in height, outdoor recreation, and a walk-up service window at 2501 River Road, with the following contingencies:

1. Zip line complies with any applicable regulations and/or standards.
2. Operator of this Zipline business shall follow the standards as set forth by the Association for Challenge Course Technology.
3. Operator of the Zipline obtains and maintains adequate liability insurance.
4. Operator develops emergency response plan and confers with and gains approval from emergency responders prior to operation.
5. Take-off and landing towers are appropriately secured when not actively operated.
6. Final building plans are approved by the building inspector.
7. Zipline is designed and stamped by a qualified and accredited structural engineer.
8. Zipline construction is inspected by the design engineer. The design engineer shall provide a post inspection approval letter to the City.
9. Zipline is maintained per the design engineer and any manufacturer or operation manual. If concerns arise, the owner/operator shall have the Zipline inspected by the design engineer (or, if the original design engineer is not available, a qualified and accredited engineer) and provide the City with the results of that inspection on request. The Zipline shall comply with any repairs, maintenance or other improvements recommended by the engineer.
10. Zipline comply and remain current with any future licensing or permitting requirements

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

Attest:

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

Vote: \_\_\_\_\_ ayes \_\_\_\_\_ nays

Date Introduced: February 24, 2020

Date Passed:

Date Published:

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

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

**- Office Use Only -**

Initial application fee	<b>\$525.00</b>
Receipt number	71519
Application number	_____

**1. Applicant information**

Applicant name Dells Zip Line Adventures LLC  
 Street address \_\_\_\_\_  
 City Wisconsin Dells W  
 State and zip code 53565  
 Daytime telephone number 608 448 9622  
 Fax number, if any JEFFK@della Vista Resort.com  
 E-mail, if any \_\_\_\_\_

**2. Subject property information**

Street address		
Parcel number	<u>291-004-10000</u>	<small>Note: the parcel number can be found on the tax bill for the property or may be obtained from the City.</small>
Current zoning classification(s)	<u>291-004-10010</u>	<small>Note: the Zoning map can be found on the "Planning &amp; Zoning" Department page of the City web-site: <a href="http://www.citywd.org">www.citywd.org</a></small>
Describe the current use	<u>Zip Line Course</u>	

**3. Proposed use.** Describe the proposed use.

Zip Line Addition

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

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

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

NONE

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

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

Yes

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

NONE

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

GOOD

- d. Effects of the proposed use on the natural environment

NONE

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

NONE Resort AREA

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

NONE

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

N/A

# CONDITIONAL USE APPLICATION

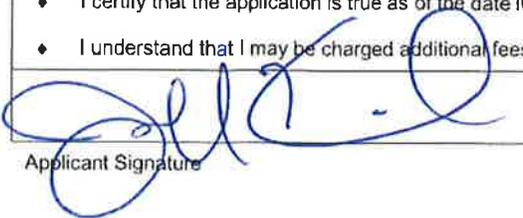
## Wisconsin Dells, Wisconsin

Version: May 21, 2007

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

**8. Applicant certification**

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

 Applicant Signature	1/13/2020 Date
--	-------------------

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

### Reimbursement Agreement for Application Review Costs

**A. Payment for Eligible Costs.**

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

**B. Guarantee of Payment.**

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

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

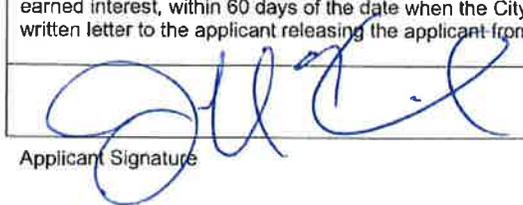
If a cash deposit is used to guarantee reimbursement, the City will periodically deduct from the cash account such amounts necessary to pay for eligible costs and submit a written statement to the applicant. If a letter of credit is used, the applicant agrees to pay such amounts as invoiced within 7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

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

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

**C. Termination of Guarantee.**

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

 Applicant Signature	1/13/2020 Date
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2501 River Rd. (Parcels 291-00410-0000, 291-00410-0010, 291-00380-0015, & 291-00380-0020)  
Chula Vista  
Conditional Use Permit & Site Plan – Outdoor recreations, amusement ride in excess of 45 ft in height, Walk up service window.  
Staff Report for Plan Commission, 02/17/2020

The Planning & Zoning office has received a Conditional Use Permit and Site Plan applications from Dells Zipline Adventures and C&C Thrill Rides LLC to allow, Outdoor recreations, amusement rides in excess of 45 ft in height and a walk-up ticket window.

There are two (2) separate rides being proposed around the waterpark area of the Chula Vista Resort.

1) Dells Zipline Adventures is a directly affiliated with Chula Vista, and would like to install a Zipline from the roof of the Indoor waterpark building that would run south to a wooded area between the parking lot and the golf course where an existing Zipline course exists.

2) C&C Thrill Rides, LLC is an independent company that would like to lease ground space next to the Chula Vista outdoor waterpark to install their vertical accelerator bungee ride. This company includes Richard Clark, and is the same ride and operator that had been proposed behind the BP Gas station at 2020 Wisconsin Dells Parkway at the May 2019 Plan Commission meeting.

The site plan also includes some other outdoor recreation in this area, such as climbing walls, as well as a new walk-up ticket booth. Some of these recreational items may not be installed for a few years. Unless specified by the committee, these attractions less than 45 ft high will be considered approved for the next 5 years.

The both of these rides being are being proposed in the Chula Vista Resort area. It seems most appropriate for rides such as these to be located within a Resort or Amusement Park Area. The rides are additional amenities for guests to the resort. The resort facilities provide parking and bathrooms for these guests, which include the patrons for these rides. While it may be possible for some patrons of the rides to not necessarily be guests to the Chula Vista Resort, these facilities would still be available to these patrons.

### 1. Zipline

The Zipline ride will involve the construction of a take-off tower on the roof of the Chula indoor waterpark that leads to a landing tower on the ground south of the Chula overflow parking area. This appears to be a fairly open area for the ride. It is noted that there is a overhead electric service line that the Zipline will pass over. The applicant has stated that they intend to remove this line and replace it with an underground service line. Any approval should carry the condition that this conflict be adequately resolved.

It is noted that Ziplines are not regulated by the State or Wisconsin at this time. As such, the installation and maintenance of this ride shall meet the requirements of the design professional, in this case the structural engineer for General Engineering, Kent Fish. The building plans for this ride shall be stamped by Mr. Fish (or adequately credentialed and qualified designee) and post construction shall be inspected by Mr. Fish (or adequately credentialed and qualified designee) to ensure they were built per his design. The operator shall follow any maintenance guideline, standards, or orders given by Mr. Fish (or adequately

credentialed and qualified designee). It is also noted that if at any time in the future, the State or any other regulating agency enacts oversight over this type of ride, this ride shall comply with those regulations and remain in good standing with the regulating authority.

## 2. Bungee Ride.

This is a large amusement ride which is the 180 foot tall vertical accelerator (used to be at Riverview Park, then Mt. Olympus). The applicant intends to sell tickets from a stand alone ticket booth. They may also sell a small amount of merchandise, such as videos and T-shirts.

In previous applications at locations with neighboring unaffiliated businesses, noise and other nuisances were a consideration for this ride. As this ride will be leasing space within the Chula Vista Resort area, the landlord should be able to address any nuisances from the ride. However, the applicant and/or operator of the rides will be still be held responsible for any noises that create a nuisance, and be subject to fines that may be issued as the result of noise complaints.

The Site Plan submitted indicates the ride would be placed approximately 104ft from the Public Highway Right Of Way (ROW), approximately 60 ft from the overhead electric transmission lines, and approximately 35 ft from the outdoor waterslides.

The City had requested a 90 ft setback from the Wis. Dells Parkway ROW. The plans have been submitted to the American Transmission Company (ATC) who owns and operates the overhead electric transmission lines. Their engineers have reviewed the plan and have confirmed with the City that it is acceptable. The City has contacted DSPS about this ride, and was referred to the administrative code for setback standards around bungee jumps. The DSPS code requires a 30 ft safety set back. The plans for this ride have been submitted to DSPS. The City has not yet received approval from DSPS, but full DSPS approval will be a condition of any City approval. It appears the plans for this ride meets all setback requirements and standards.

It is noted that there have been other safety incidents on similar rides in the area in the past. It seems reasonable for the City to consider this type of use and if it is something the City wants to allow. These rides do fall under the State Department of Safety and Professional Services regulations, and must obtain approvals from the State. This particular ride experienced a failure during the pre-ride hoisting of the bungee cables. The applicant has stated that redundancies have been engineered and installed to the hoisting equipment to ensure this does not happen again.

It is also noted that during their 2013 DSPS inspection, when this ride was at Mt. Olympus, that they did not have documentation of their annual hoist and cable inspection or jump master CPR certification on-site. This documentation must be on-site per SPS code.

These two (2) rides are applications for the same land use, however, they will be owned and operated by two (2) separate entities. As such, separate approvals shall be issued for each ride. Both these applications have submitted CUP and Site plan applications simultaneously, so but those approvals will be granted separately. As such, the recommended Conditions of approval shall be to the CUP for the use. Additional Conditions for the CUP and/or Site plans may be added by the Committee.

**Conditions of Zipline CUP Plan approval:**

1. The Zip line complies with any applicable regulations and/or standards.
2. The operator of this Zip line business shall follow the standards as set forth by the Association for Challenge Course Technology.
3. The operator of the Zip line obtains and maintains adequate liability insurance.
4. The operator develops emergency response plans and confers with and gains approval from emergency responders prior to operation.
5. The take-off and landing towers are appropriately secured when not actively operated.
6. The final building plans are approved by the building inspector.
7. Zip line is designed and stamped by a qualified and accredited structural engineer
8. The Zip line construction is inspected by the design engineer. The design engineer shall provide a post inspection approval letter to the City
9. The Zip line is maintained per the design engineer and any manufacturer or operation manual. If concerns arise, the owner/operator shall have the Zip line inspected by the design engineer (or, if the original design engineer is not available, a qualified and accredited engineer) and provide the City with the results of that inspection on request. The Zipline shall comply with any repairs, maintenance or other improvements recommended by the engineer.
10. The Zip line comply and remain current with any future licensing or permitting requirements

**Conditions of Vertical Bungee CUP plan approval:**

- 1) All associated permits and licenses are obtained and in good standing.
- 2) Ride plans are reviewed and fully approved by DSPS prior to any construction.
- 3) All construction is inspected by a structural engineer and a stamped letter of approval is provided to the City prior to the ride being put in use.
- 4) The Bungee ride obtains and maintains adequate liability insurance.

Other outdoor recreational uses in this area, under 45 feet tall, are approved if installed prior to January 2025, unless otherwise specified by Plan Commission or Council.

Prepared by: Chris Tollaksen, City of Wisconsin Dells.

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

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the City Plan Commission from their February 17, 2020 meeting;

IT APPROVES the Site Plan Application submitted by Dells Zipline Adventures, LLC, for construction of an amusement ride over 45ft in height, outdoor recreation, and a walk-up service window at 2501 River Road.

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

Attest:

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

Vote: \_\_\_\_\_ ayes \_\_\_\_\_ nays  
Date Introduced: February 24, 2020  
Date Passed:  
Date Published:

# SITE PLAN APPLICATION

## Wisconsin Dells, Wisconsin

Version: February 27, 2008

**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 -**

Initial application fee	\$300.00
Receipt number	_____
Application number	_____

**1. Applicant information**

Applicant name Dells Zipline Adventures, LLC

Street address \_\_\_\_\_

City Wisconsin Dells

State and zip code 53965

Daytime telephone number 608 448-9622

Fax number, if any jeffk@chulavistaresort.com

E-mail, if any \_\_\_\_\_

**2. Subject property information**

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

**3. Proposed use.** Describe the proposed use.

Zip line addition

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

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

None

**SITE PLAN APPLICATION**  
**Wisconsin Dells, Wisconsin**  
Version: February 27, 2008

**6. Review criteria.** In making its decision, the Plan Commission must consider five factors as listed below. Provide a response to each. (See Section 19.393 of the Municipal Code.)

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

Yes

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

None

c. Effects of the project on the natural environment

Good

d. Effects of the project on surrounding properties, including operational considerations relating to hours of operation and creation of potential nuisances

None

e. The overall appearance of the project

None, resort area.

f. If the project is a multi-family real estate development (more than 3 dwelling units), does the project meet the following standards:

1. All setback areas fronting on or visible from an adjacent public street, and all recreation, leisure and open space areas shall be landscaped in accordance with the project plan. Decorative design elements, such as fountains, pools, benches, sculpture, planters, exterior recreational facilities and similar elements may be permitted, providing such elements are incorporated as part of the landscaping plan; and, permanent and automatic irrigation facilities are provided in all planted landscaped area.
  
2. Minimum open space is thirty (30%) percent of the net area being developed. The net area shall exclude dedicated or proposed-dedicated public rights-of-way.



- NOTES:
1. ALL EXISTING UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
  2. ALL PARCELS AND ADJACENT PARCELS ARE ZONED IN THE CITY OF WISCONSIN DELLS AS PDD-1.
  3. PROPERTY OWNER: CHULA VISTA RESORT
  4. RIDE OWNER: CHULA VISTA RESORT
  5. PROPOSED RIDE TO SIT ON LOTS:
    - 291-00380-0020
    - 291-00410-0000
    - 291-00410-0010

**GEC**

General Engineering Company

P.O. Box 342 • P.O. Box 1, Ltd. Co. • P.O. Box 1, Ltd. Co. • P.O. Box 1, Ltd. Co.  
 1234567890 (City) • 1234567890 (City) • 1234567890 (City)  
 www.gec-engineering.com

**SITE PLAN**  
**ZIP LINE LAYOUT**  
**CHULA VISTA RESORT**  
 CITY OF WISCONSIN DELLS  
 ADAMS COUNTY, WI

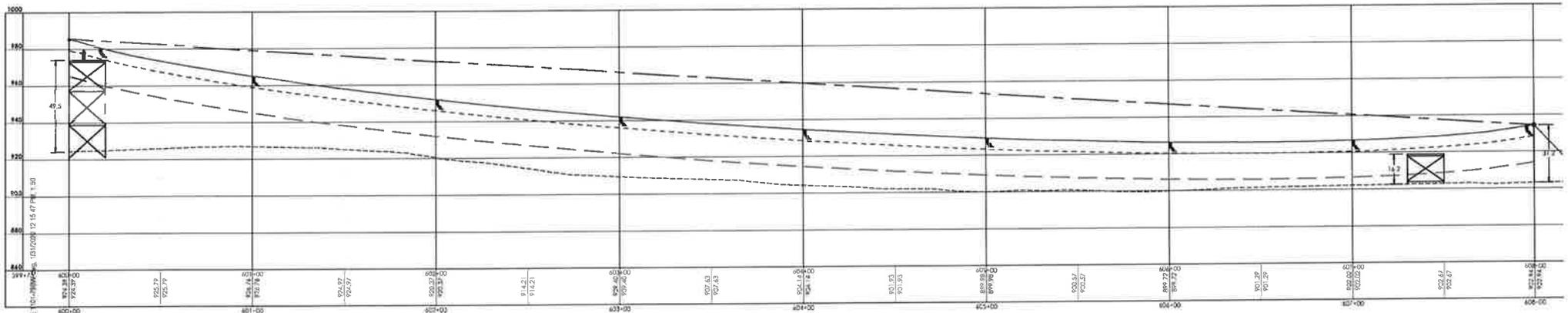
NO.	BY	DATE



DRAWN BY: SKB  
 REVIEWED BY: KLT  
 ISSUE DATE: JAN 2020  
 GEC FILE NO: 1101-781W  
 SHEET NO: 1.0



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**800 l.f. @ 6.4% = 51.2' drop**

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

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the City Plan Commission from their February 17, 2020 meeting;

IT APPROVES a Conditional Use Permit to C & C Thrill Rides, LLC, in order to allow an amusement ride over 45ft in height, outdoor recreation, and a walk-up service window at 2501 River Road, with the following contingencies:

- 1) All associated permits and licenses are obtained and remain in good standing.
- 2) Ride plans are reviewed and fully approved by DSPS prior to any construction.
- 3) All construction is inspected by a structural engineer and a stamped letter of approval is provided to the City prior to the ride being put in use.
- 4) Bungee ride obtains and maintains adequate liability insurance.

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

Attest:

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

Vote: \_\_\_\_\_ ayes \_\_\_\_\_ nays  
Date Introduced: February 24, 2020  
Date Passed:  
Date Published:

# CONDITIONAL USE APPLICATION

## Wisconsin Dells, Wisconsin

Version: May 21, 2007

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

- Office Use Only -

Initial application fee	<b>\$525.00</b>
Receipt number	_____
Application number	_____

**1. Applicant information**

Applicant name C&C Thrill Rides LLC

Street address W332 N5743 Louise Lane

City Nashotah

State and zip code WI 53058

Daytime telephone number (262) 391-1162

Fax number, if any \_\_\_\_\_

E-mail, if any cncrides@gmail.com

**2. Subject property information**

Street address	<u>Chula Vista: 2501 River Road, Wisconsin Dells, WI 53965</u>	
Parcel number	<u>291003800015</u>	<small>Note: the parcel number can be found on the tax bill for the property or may be obtained from the City.</small>
Current zoning classification(s)	<u>PDD: Planned Development District</u>	<small>Note: the Zoning map can be found on the "Planning &amp; Zoning" Department page of the City web-site: <a href="http://www.citywd.org">www.citywd.org</a></small>
Describe the current use	<u>Parking Lot</u>	

**3. Proposed use.** Describe the proposed use.

A vertical accelerator ride is proposed to be installed on the free space in front of the out door waterpark. The attraction will be available to the general public and it will offer paid rides, video tapes and merchandise.

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

Attraction will be operational between 10:00 am and 10:00 pm

# CONDITIONAL USE APPLICATION

## Wisconsin Dells, Wisconsin

Version: May 21, 2007

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

The attraction is proposed to be installed with lighting on the towers.

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

- a. Consistency of the proposed use with the city's comprehensive plan and neighborhood plan or other subarea plan, if any  
This proposed addition conforms with the master plan for the development. The proposed towers are located near the center of an already extremely large (100 + Acre) facility so it should not affect adjacent properties.
- b. Effects of the proposed use on traffic safety and efficiency and pedestrian circulation, both on-site and off-site  
The proposed towers have a height of approximately 164' and will be located approximately 104' from the road right-of-way.
- c. The suitability of the subject property for the proposed use  
Chula Vista already has multiple attractions including waterparks and ziplines that will help to supplement the patronage coming to experience the proposed attraction.
- d. Effects of the proposed use on the natural environment  
The effects on the environment will be limited to the effects incurred during construction.
- e. Effects of the proposed use on surrounding properties, including operational considerations relating to hours of operation and creation of potential nuisances  
The operation hours coincide with the operation hours of the Chula Vista Resort waterpark on the weekends.
- f. Effects of the proposed use on the normal and orderly development and improvement of the surrounding property for uses permitted in the district  
This proposed addition conforms with the master plan for the development. The proposed towers are located near the center of an already extremely large (100 + Acre) facility so it should not affect adjacent properties.
- g. Effects of the proposed use on the city's financial ability to provide public services

N/A

credentialed and qualified designee). It is also noted that if at any time in the future, the State or any other regulating agency enacts oversight over this type of ride, this ride shall comply with those regulations and remain in good standing with the regulating authority.

## 2. Bungee Ride.

This is a large amusement ride which is the 180 foot tall vertical accelerator (used to be at Riverview Park, then Mt. Olympus). The applicant intends to sell tickets from a stand alone ticket booth. They may also sell a small amount of merchandise, such as videos and T-shirts.

In previous applications at locations with neighboring unaffiliated businesses, noise and other nuisances were a consideration for this ride. As this ride will be leasing space within the Chula Vista Resort area, the landlord should be able to address any nuisances from the ride. However, the applicant and/or operator of the rides will be still be held responsible for any noises that create a nuisance, and be subject to fines that may be issued as the result of noise complaints.

The Site Plan submitted indicates the ride would be placed approximately 104ft from the Public Highway Right Of Way (ROW), approximately 60 ft from the overhead electric transmission lines, and approximately 35 ft from the outdoor waterslides.

The City had requested a 90 ft setback from the Wis. Dells Parkway ROW. The plans have been submitted to the American Transmission Company (ATC) who owns and operates the overhead electric transmission lines. Their engineers have reviewed the plan and have confirmed with the City that it is acceptable. The City has contacted DSPS about this ride, and was referred to the administrative code for setback standards around bungee jumps. The DSPS code requires a 30 ft safety set back. The plans for this ride have been submitted to DSPS. The City has not yet received approval from DSPS, but full DSPS approval will be a condition of any City approval. It appears the plans for this ride meets all setback requirements and standards.

It is noted that there have been other safety incidents on similar rides in the area in the past. It seems reasonable for the City to consider this type of use and if it is something the City wants to allow. These rides do fall under the State Department of Safety and Professional Services regulations, and must obtain approvals from the State. This particular ride experienced a failure during the pre-ride hoisting of the bungee cables. The applicant has stated that redundancies have been engineered and installed to the hoisting equipment to ensure this does not happen again.

It is also noted that during their 2013 DSPS inspection, when this ride was at Mt. Olympus, that they did not have documentation of their annual hoist and cable inspection or jump master CPR certification on-site. This documentation must be on-site per SPS code.

These two (2) rides are applications for the same land use, however, they will be owned and operated by two (2) separate entities. As such, separate approvals shall be issued for each ride. Both these applications have submitted CUP and Site plan applications simultaneously, so but those approvals will be granted separately. As such, the recommended Conditions of approval shall be to the CUP for the use. Additional Conditions for the CUP and/or Site plans may be added by the Committee.

**Conditions of Zipline CUP Plan approval:**

1. The Zip line complies with any applicable regulations and/or standards.
2. The operator of this Zip line business shall follow the standards as set forth by the Association for Challenge Course Technology.
3. The operator of the Zip line obtains and maintains adequate liability insurance.
4. The operator develops emergency response plans and confers with and gains approval from emergency responders prior to operation.
5. The take-off and landing towers are appropriately secured when not actively operated.
6. The final building plans are approved by the building inspector.
7. Zip line is designed and stamped by a qualified and accredited structural engineer
8. The Zip line construction is inspected by the design engineer. The design engineer shall provide a post inspection approval letter to the City
9. The Zip line is maintained per the design engineer and any manufacturer or operation manual. If concerns arise, the owner/operator shall have the Zip line inspected by the design engineer (or, if the original design engineer is not available, a qualified and accredited engineer) and provide the City with the results of that inspection on request. The Zipline shall comply with any repairs, maintenance or other improvements recommended by the engineer.
10. The Zip line comply and remain current with any future licensing or permitting requirements

**Conditions of Vertical Bungee CUP plan approval:**

- 
- 1) All associated permits and licenses are obtained and in good standing.
  - 2) Ride plans are reviewed and fully approved by DSPS prior to any construction.
  - 3) All construction is inspected by a structural engineer and a stamped letter of approval is provided to the City prior to the ride being put in use.
  - 4) The Bungee ride obtains and maintains adequate liability insurance.

Other outdoor recreational uses in this area, under 45 feet tall, are approved if installed prior to January 2025, unless otherwise specified by Plan Commission or Council.

Prepared by: Chris Tollaksen, City of Wisconsin Dells.

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

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the City Plan Commission from their February 17, 2020 meeting;

IT APPROVES the Site Plan Application submitted by C & C Thrill Rides, LLC, for the construction of an amusement ride over 45ft in height, outdoor recreation, and a walk-up service window at 2501 River Road.

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

Attest:

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

Vote: \_\_\_\_\_ ayes \_\_\_\_\_ nays  
Date Introduced: February 24, 2020  
Date Passed:  
Date Published:

# SITE PLAN APPLICATION

## Wisconsin Dells, Wisconsin

Version: February 27, 2008

**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 -**

Initial application fee	\$300.00
Receipt number	_____
Application number	_____

**1. Applicant information**

Applicant name C&C Thrill Rides

Street address W332 N5743 Louise Lane

City Nashotah

State and zip code WI, 53058

Daytime telephone number (262) 391-1162

Fax number, if any \_\_\_\_\_

E-mail, if any cncrides@gmail.com

**2. Subject property information**

Street address	Chula Vista: 2501 River Road, Wisconsin Dells, WI 53965	
Parcel number	291003800015	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)	PDD: Planned Development District	
Describe the current use	Parking Lot	

**3. Proposed use.** Describe the proposed use.

A vertical accelerator ride is proposed to be installed on the free space in front of the out door waterpark. The attraction will be available to the general public and it will offer paid rides, videotapes and merchandise.

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

Attraction will be operational between 10:00 am and 10:00 pm

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

The attraction is proposed to be installed with lighting on the towers.

**SITE PLAN APPLICATION**  
**Wisconsin Dells, Wisconsin**  
Version: February 27, 2008

6. **Review criteria.** In making its decision, the Plan Commission must consider five factors as listed below. Provide a response to each. (See Section 19.393 of the Municipal Code.)

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

This proposed addition conforms with the master plan for the development. The proposed towers are located near the center of an already extremely large (100 + Acre) facility so it should not affect adjacent properties.

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

The proposed towers have a height of approximately 164' and will be located approximately 104' from the road right-of-way.

c. Effects of the project on the natural environment

The effects on the environment will be limited to the effects incurred during construction.

d. Effects of the project on surrounding properties, including operational considerations relating to hours of operation and creation of potential nuisances

The operation hours coincide with the operation hours of the Chula Vista Resort waterpark on the weekends.

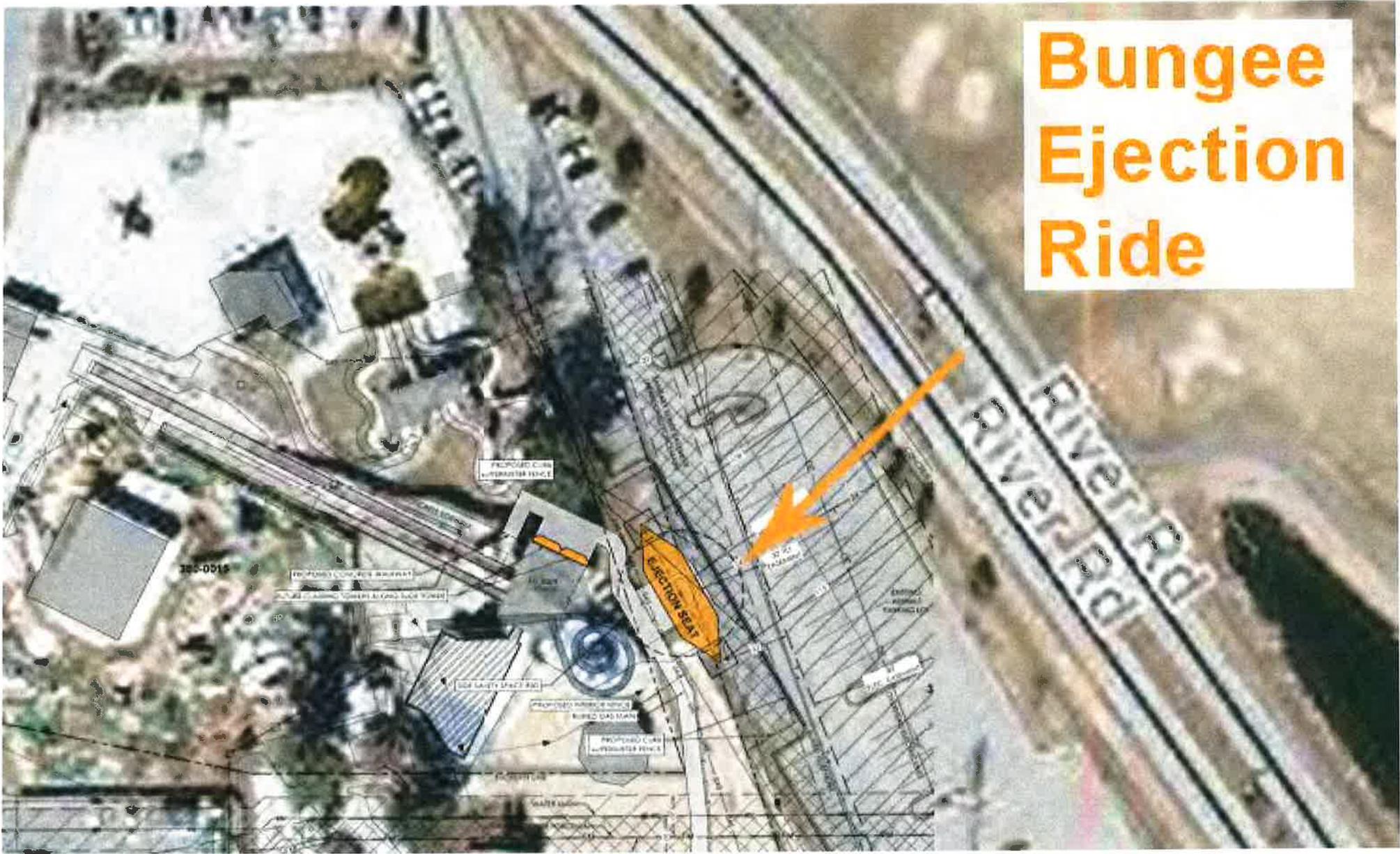
e. The overall appearance of the project

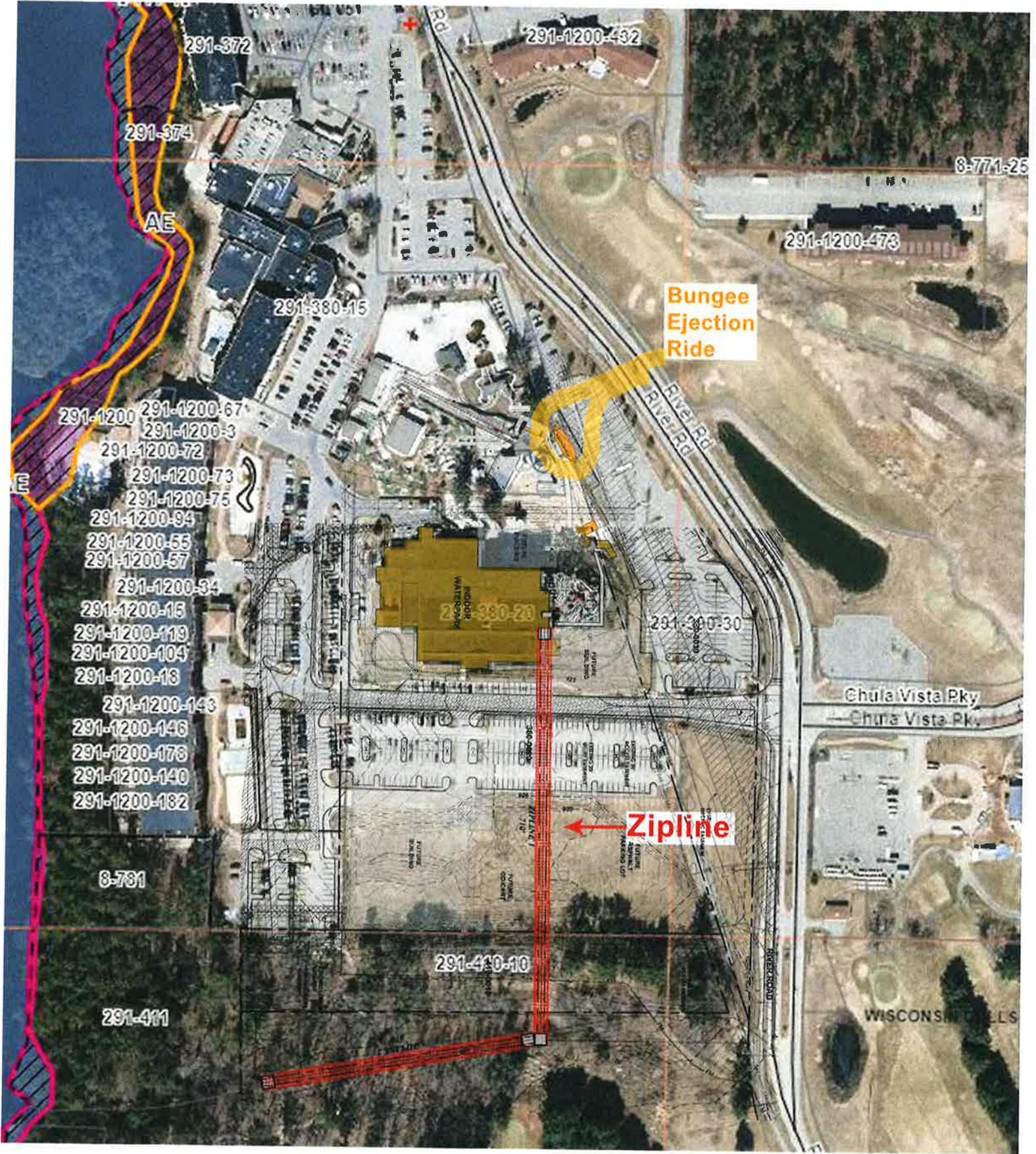
The proposed project is to be (2) approximately 164' tall steel lattice towers that will have center ride basket in the middle, which will attach to the towers with bungee chords that will be stretched to launch patrons between the towers.

f. If the project is a multi-family real estate development (more than 3 dwelling units), does the project meet the following standards:

1. All setback areas fronting on or visible from an adjacent public street, and all recreation, leisure and open space areas shall be landscaped in accordance with the project plan. Decorative design elements, such as fountains, pools, benches, sculpture, planters, exterior recreational facilities and similar elements may be permitted, providing such elements are incorporated as part of the landscaping plan; and, permanent and automatic irrigation facilities are provided in all planted landscaped area.
  
2. Minimum open space is thirty (30%) percent of the net area being developed. The net area shall exclude dedicated or proposed-dedicated public rights-of-way.

# Bungee Ejection Ride





**Bungee Ejection Ride**

**Zipline**

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

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the City Plan Commission from their February 17, 2020 meeting;

IT APPROVES a Conditional Use Permit to Jeff Peetz in order to allow Overnight Rentals at 815 Church Street, Columbia County Parcel 11291-662, which is Zoned C-1 Neighborhood Commercial, with the following contingencies:

1. Building Inspector ensures there are no code or safety violations/issues with the house.
2. Occupancy meets and maintains the minimum standards as verified by the Building Inspector.
3. Applicant obtains and remains current with a State of Wisconsin ATCP Tourist Rooming House License.
4. Overnight rentals of the house will be subject to PRT and Room Tax collection and the applicant is responsible for providing clear accounting of the rental of this property.
5. Any nuisances are addressed to the satisfaction of the City, including but not limited to noise, maintenance, and parking. Failure to address nuisances to the City's satisfaction can cause this permit to be revoked.
6. City retains the right to re-evaluate this permit if the City determines in its sole judgement that nuisances are not being properly addressed. The applicant will have an opportunity to attend a public meeting to discuss the nuisance situation with the Plan Commission.
7. Applicant abide by the following restrictions:
  - a. Owner provides current, local, primary contact information to the Police Department and Zoning Office.
  - b. Renters sign an agreement not to cause excessive noise, not to trespass on neighboring property, and not to cause any other nuisances.
  - c. This permit is non-transferrable. Any new owner or operator of the property will have to obtain a new Overnight Lodging permit.

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

Attest:

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

Vote: \_\_\_\_\_ ayes \_\_\_\_\_ nays  
Date Introduced: February 24, 2020  
Date Passed:  
Date Published:

# CONDITIONAL USE APPLICATION

## Wisconsin Dells, Wisconsin

Version: May 21, 2007

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

- Office Use Only -

Initial application fee	\$525.00
Receipt number	71587
Application number	_____

**1. Applicant information**

Applicant name Jeff Peetz

Street address E12740 Halweg Rd

City Merrimac

State and zip code Wisconsin 53561

Daytime telephone number 608-393-8559

Fax number, if any \_\_\_\_\_

E-mail, if any jeffpeetz@gmail.com

**2. Subject property information**

Street address	<u>815 Church St Wisconsin Dells WI 53965</u>	
Parcel number	<u>11291 662</u>	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)	<u>C-1</u>	Note: the Zoning map can be found on the "Planning & Zoning" Department page of the City web-site: <a href="http://www.citywd.org">www.citywd.org</a>
Describe the current use	<u>Single Family residential use</u>	

**3. Proposed use.** Describe the proposed use.

**VRBO OR AIR BNB. Short term rental. 3-7 day rental.**

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

**Operating conditions would be normal to a family that stays full time, but it would be weekly. Hours of operation would be early afternoon check in's and late morning check out's.**

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

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

I can not think of anything that would qualify under any of these examples. Renters would park on site in parking area.

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

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

I would abide by all city regulations for neighborhood and city requirements.

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

Nothing that I can think of here. Parking and unloading would be done on site and not on the street level.

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

The property is and will be suitable to make this part time rental possible.

- d. Effects of the proposed use on the natural environment

None that I can think of. There would be no difference from the family that lives there now vs short term rental.

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

Hours of operations will be strictly during the day. Check in and Check out will occur during normal business operating hours.

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

There will be no effects to either the normalcy or orderly development on or surrounding property(s).

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

N/A

815 Church St (Parcel 11291 662)  
Conditional Use Permit - Overnight Lodging  
Vacation rental of home  
Staff report for Plan Commission 02/17/2020

The City of Wisconsin Dells has received a Conditional Use Permit application from Jeff Peetz to allow Overnight rentals at the home located at 815 Church St. (Parcel 11291 662). This property is in the C-1 Commercial-neighborhood Zoning District, which requires a Conditional Use Permit per the City of Wisconsin Dells zoning code.

This is an existing home that has been utilized as a residence. The applicant has made an offer to purchase this home with the intention of using it as a commercial overnight rental property. Depending on the management, the change to overnight commercial rentals could have an effect on traffic flow and environment of this property. This house is ½ block off Broadway, and across the street from the laundry mat, but it also has residences on either side and across the street as well.

Overnight vacation rentals of single family properties present similar issues as employee housing facilities. The existence and extent of these issues lies primarily in the management of the property. If this house were to be a “party house”, it could create a substantial nuisance to surrounding properties and create issues for the City. This property is being purchased by an individual who is looking to start creating a vacation rental business. The applicant will be managing and operating this business himself, and he lives in Merrimac, approximately 20 miles away. When managed and maintained properly, the City has not yet had significant issues with overnight lodging in residential dwellings. However, to date, most of the applications have been from established rental operator in the City. It has been made clear to the applicant that this use cannot be allowed to become a nuisance to the neighborhood. The applicant has stated that they will be renting to single families for 3-7 days, and not separate individuals for one night.

Another possible nuisance with vacation rentals can be vehicles. City Ordinance requires 1 parking stall per guest room. As a 4 bedroom house, 4 parking stalls would be required. There is parking on the private property off the alley behind the house. It appears this space may be able to accommodate four (4) vehicles. There is a detached garage on the alley, that may not be able to be utilized for vehicle parking. If the garage were made available for vehicle parking, or removed, there would be plenty of space to park four (4) vehicles. It would be a condition of any approval, that if the existing parking space is not adequate, the applicant will be required to create more parking, or the permit may be revoked.

The applicant will have to obtain a State Tourist Rooming House license. Annual inspections will be performed by that State as part of their licensing process. This approval will carry the on-going condition that occupancy of the facility complies will all applicable codes, standards and requirements.

As a commercial rental, the applicant shall pay PRT & room tax on the rental of the commercial unit. The applicant shall provide the City with their identification numbers and clearly report the tax payments for this facility to the city

It is made clear to the applicant that violation of conditions, poor management of the facility, or the creation of nuisances from this overnight use will result in revocation of the use permit. At a minimum, if the facility is cited as a "Chronic nuisance property" per City Ordinance 17.10, and the applicant does not address the nuisances to the satisfaction of the City, this use license will be revoked.

Due to the relative uniqueness of this use in the City, the issues this use has caused in the Village of Lake Delton, and the importance of the management of the use; it may still be prudent for the granting of this permit to be non-transferrable and any new owner or operator of the property will have to obtain a new CUP.

As such, approval of this **CUP** should carry the following contingencies:

1. The building inspector ensures there are no code or safety issues with the house.
2. The occupancy meets and maintains the minimum standards as verified by the building inspector.
3. The applicant obtains and remains current with a State of Wisconsin ATCP Tourist Rooming House license.
4. The overnight rental of the house will be subject to PRT & room tax and the applicant is responsible for providing clear accounting of the rental of this property.
5. Any nuisances are addressed to the satisfaction of the City, including but not limited to noise, maintenance, and parking. Failure to address nuisances to the City's satisfaction can cause this permit to be revoked.
6. The City retains the right to re-evaluate this permit the City determines in its sole judgement that nuisances are not being properly addressed. The applicant will have an opportunity to attend a public meeting to discuss the nuisance situation with the Plan Commission.
7. Applicant abide by the following restrictions:
  - a. Owner provides current, local, primary contact information to the Police Department and Zoning Office.
  - b. Renters sign an agreement not to cause excessive noise, not to trespass on neighboring property, and not to cause any other nuisance
  - c. This permit is non-transferrable, any new owner or operator of the property will have to obtain a new Overnight Lodging permit.

Chris Tollaksen  
City of Wisconsin Dells  
1/30/2020



**1842017**      **Active**      **Single Family**      **Price: \$149,900**  
**815 Church St**      **City**      Wisconsin Dells      B33  
**Wisconsin Dells WI 53965**      **County:**      Columbia  
**Subdivision:**      None

**Bedrooms:** 4      **Est Above Grade SqFt:** 1,496  
**Full Baths:** 1      **Est Part/All Below Grd SqFt:** 0  
**Half Baths:** 1      **Est Total Finished SqFt:** 1,496 *Appraiser*  
**Year Built:** 1941 *Appraiser*  
**Est. Acres:** 0.17 *Appraiser*  
**Full Garage**      1

**Click M for Map:**   
**Documents (if any):**   
**Calculate Payment:** 

**Open House:**

One block north of Broadway on Church St.

<b>Living/Great:</b> M 25x12	<b>Mstr BedRm:</b> U 16x14	<b>Laundry:</b> L	<b>Baths</b>	<b>School Info</b>
<b>Formal Dining:</b>	<b>2nd BedRm:</b> U 11x11		<b>Full</b> <b>Half</b>	<b>(D)</b> Wisconsin Dells
<b>Dining Area:</b> M 11x9	<b>3rd BedRm:</b> U 12x10		<b>Upper:</b> 1 0	<b>(E)</b> Call School District
<b>Kitchen:</b> M 14x10	<b>4th BedRm:</b> M 11x11		<b>Main:</b> 0 1	<b>(M)</b> Spring Hill
<b>Family Room:</b>	<b>5th Bedrm:</b>		<b>Lower:</b> 0 0	<b>(H)</b> Wisconsin Dells

<b>Lake/River:</b>	<b>Net Taxes:</b> \$ 2,312 / 2017	<b>HOA Dues/Yr:</b> \$0
<b>Feet WaterFront:</b>	<b>Parcel #:</b> 11291 662	<b>Builder:</b>
<b>Lot Dimensions:</b>	<b>Zoning:</b> C1	

<b>Type</b> 1 1/2 story	<b>Fuel</b> Natural gas
<b>Architecture</b> Cape Cod	<b>Heating/Cooling</b> Forced air
<b>Mstr Bed Bath</b> None	<b>Water/Waste</b> Municipal water, Municipal sewer
<b>Kitchen Features</b> Range/Oven, Refrigerator, Dishwasher	<b>Driveway</b> None
<b>Fireplace</b> Wood, 1 fireplace	<b>Barrier-free</b> First floor bedroom
<b>Basement</b> Full, Poured concrete foundatn	
<b>Garage</b> 1 car, Detached, Alley entrance	
<b>Exterior</b> Other	
<b>Lot Description</b> Sidewalk	

**Interior Features** Wood or sim. wood floor, Washer, Dryer

**Included:** Refrigerator, oven/range, dishwasher and washer & dryer.

**Excluded:** Seller's personal property

Adorable home is located right down town Wisconsin Dells just north of Broadway. This 4 bedroom, 2 bath home has hard wood floors throughout, arched doorways and charm galore. Wood burning fireplace in the large family/living room will take the chill off of the cool evenings. One bedroom/office and 1/2 bath on the main floor and 3 bedrooms and a full bathroom upstairs. Home has been meticulously cared for and is ready for its next family. The furniture is all negotiable too. AND it is zoned Commercial! Call today to set up an appointment to see this lovely home.

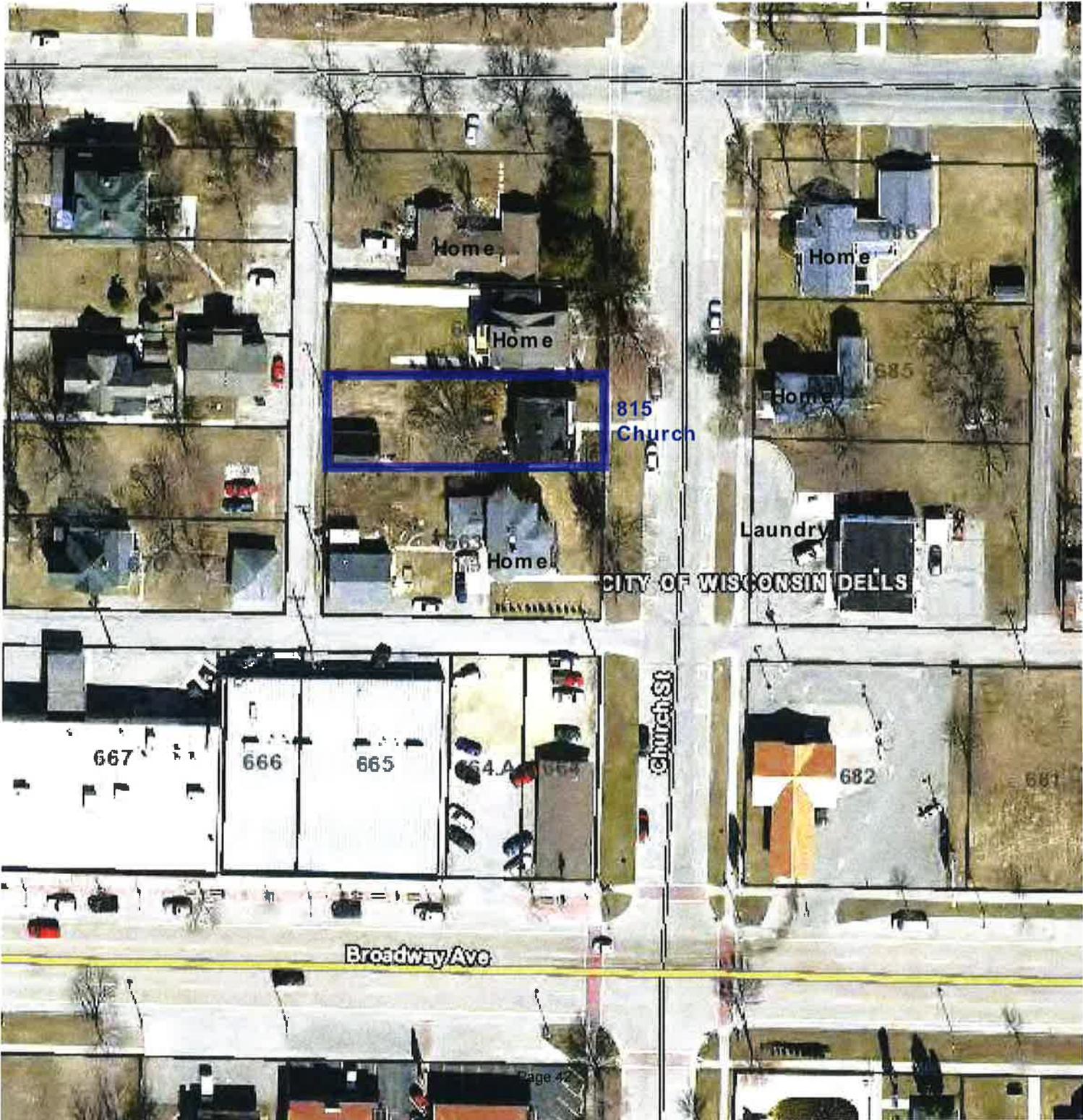
**Sold Price:**      **Concessions:**      **Closing Date:**

*This information provided courtesy of:* Wisconsin Dells Realty

01/05/2020 03:33 PM

*Accuracy of information is not guaranteed and should be verified by buyer if material Equal Housing Opportunity listing Copyright 2020 SCWMLS*

**Marcus Mitchell**  
**First Weber Inc**  
**Pref: 608-393-6521**  
**mitchellm@firstweber.com**



CITY OF WISCONSIN DELLS

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

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the City Plan Commission from their February 17, 2020 meeting;

IT APPROVES the Sauk County Certified Survey Map requested by Helugus, LLC and Riverview Boat Line.

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

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

Vote: \_\_\_\_\_ ayes \_\_\_\_\_ nays  
Date Introduced: February 24, 2020  
Date Passed:  
Date Published:

As prepared by:

**GA GROTHMAN & ASSOCIATES S.C.**  
LAND SURVEYORS

623 EAST SLEPER STREET, P.O. BOX 373 PORTAGE, WI. 53901  
PHONE: PORTAGE: (808) 742-7788 SAUK: (808) 644-8877  
FAX: (808) 742-0434 E-MAIL: surveying@grothman.com  
(RED LOGO REPRESENTS THE ORIGINAL MAP)

**G & A FILE NO. 819-451**

DRAFTED BY: A. MAST

CHECKED BY: JG

PROJ. 819-451

DWG. 819-451 CSM SHEET 1 OF 7

SEAL:



2-04-2020

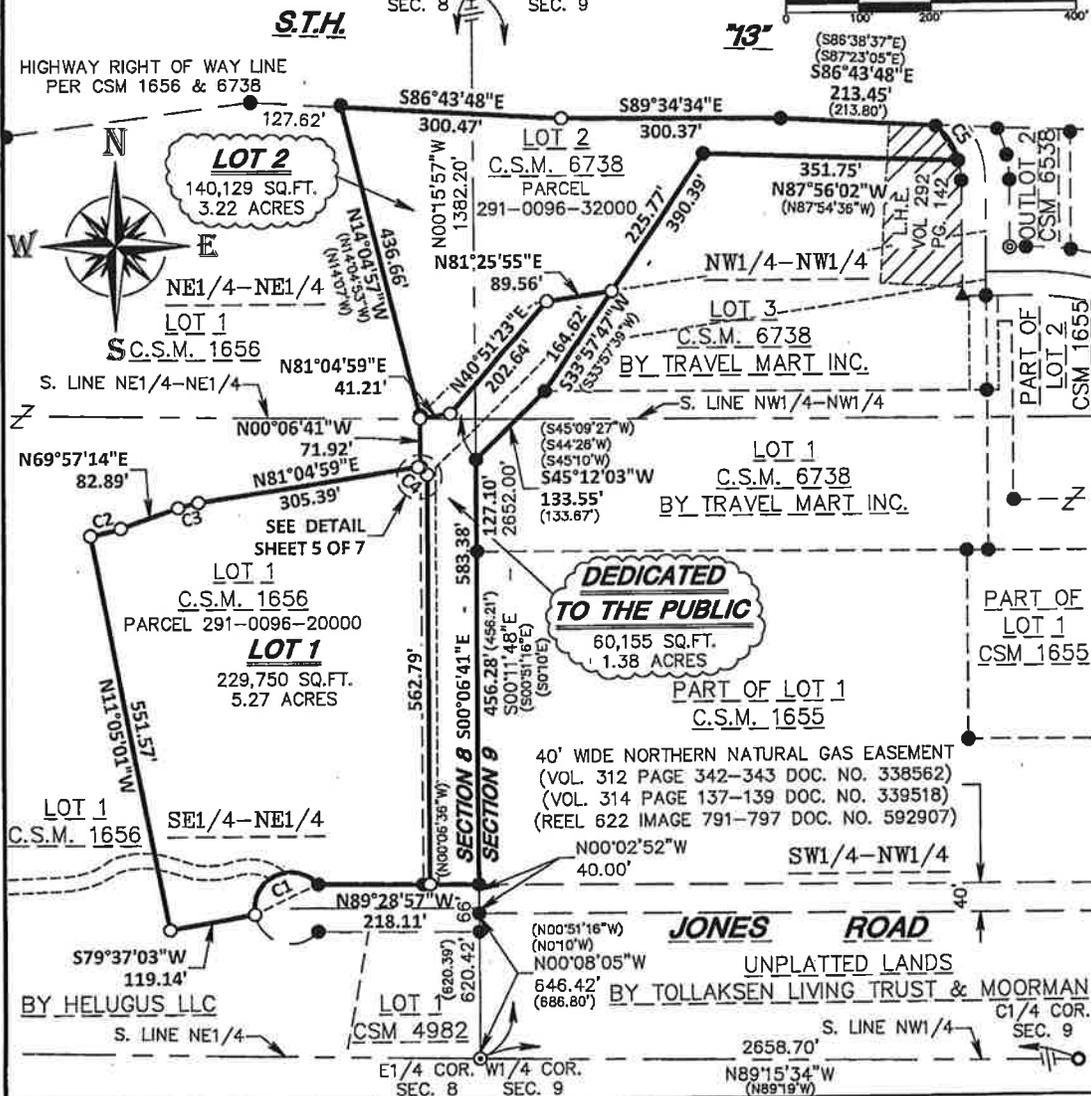
**SAUK COUNTY CERTIFIED SURVEY MAP NO. \_\_\_\_\_**  
**GENERAL LOCATION**

Volume \_\_\_\_\_, Page \_\_\_\_\_

Being part of Lot 1 C.S.M. No. 1656 as Recorded in Volume 7 of C.S.M.S, Pages 1656, 1656A & 1656B as Document No. 480116, all of Lot 2 C.S.M. No. 6738 as Recorded in Volume 40 of C.S.M.S, Pages 6738, 6738A & 6738B as Document No. 1174778 located in the NE1/4 of the NE1/4, the SE1/4 of the NE1/4 of Section 8, the NW1/4 of the NW1/4 and the SW1/4 of The NW1/4 of Section 9 all in T. 13 N, R. 6 E, City of Wisconsin Dells, Sauk County, Wisconsin. Containing 430,034 sq.ft. 9.87 Acres

NE COR. SEC. 8 NW COR. SEC. 9

SCALE: 1" = 200'



**OWNER:**  
PARCEL 291-0096-20000  
HELUGUS LLC  
P.O. BOX 830  
WISCONSIN DELLS, WI 53965

**OWNER:**  
PARCEL 291-0096-32000  
RIVERVIEW BOAT LINE  
P.O. BOX 410  
WISCONSIN DELLS, WI 53965

**CLIENT:**  
GENERAL ENGINEERING INC  
916 SILVER LAKE DRIVE  
PORTAGE, WI 53901

As prepared by:

**GA GROTHMAN & ASSOCIATES S.C.**  
LAND SURVEYORS

625 EAST SUPER STREET, P.O. BOX 373 PORTAGE, WI 53907  
PHONE: PORTAGE: (808) 742-7788 SAUK: (808) 844-8877  
FAX: (808) 742-0434 E-MAIL: surveying@grothman.com  
(RED LOGO REPRESENTS THE ORIGINAL MAP)

SEAL:



**G & A FILE NO. 819-451**

DRAFTED BY: A. MAST

CHECKED BY: TG

PROJ. 819-451

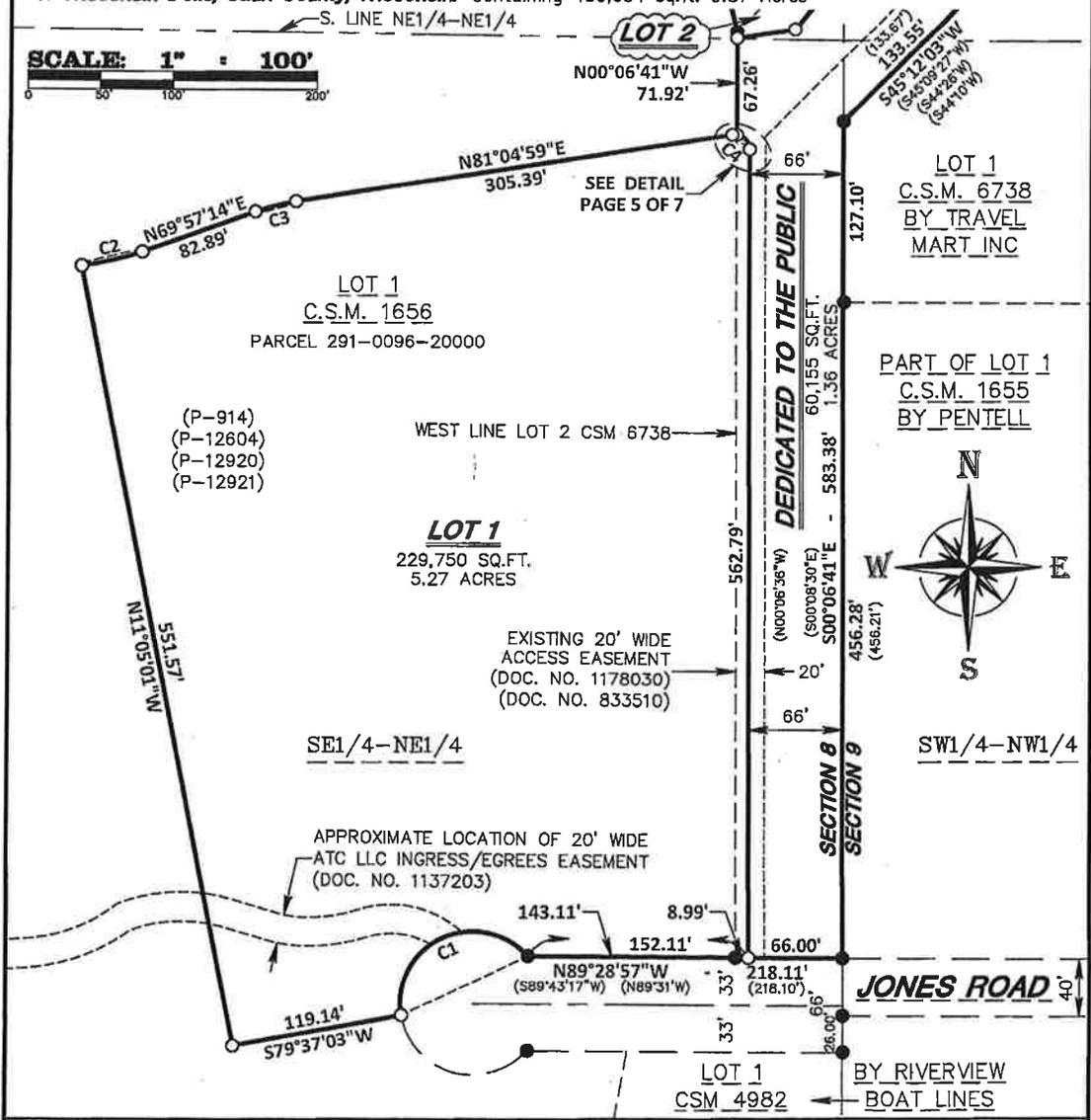
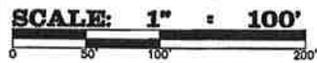
DWG. 819-451 CSM SHEET 2 OF 7

### SAUK COUNTY CERTIFIED SURVEY MAP NO. \_\_\_\_\_ GENERAL LOCATION

Volume \_\_\_\_\_, Page \_\_\_\_\_

Being part of Lot 1 C.S.M. No. 1656 as Recorded in Volume 7 of C.S.M.S, Pages 1656, 1656A & 1656B as Document No. 480115, all of Lot 2 C.S.M. No. 6738 as Recorded in Volume 40 of C.S.M.S, Pages 6738, 6738A & 6738B as Document No. 1174778 located in the NE1/4 of the NE1/4, the SE1/4 of the NE1/4 of Section 8, the NW1/4 of the NW1/4 and the SW1/4 of The NW1/4 of Section 9 all in T. 13 N, R. 6 E, City of Wisconsin Dells, Sauk County, Wisconsin. Containing 430,034 sq.ft. 9.87 Acres

S. LINE NE1/4-NE1/4



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HELUGUS LLC  
P.O. BOX 830  
WISCONSIN DELLS, WI 53965

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**CLIENT:**  
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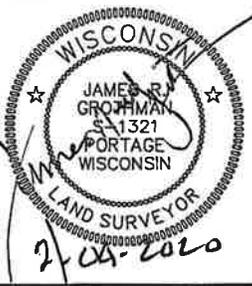
As prepared by:

# GA GROTHMAN & ASSOCIATES S.C.

LAND SURVEYORS

625 EAST SLIFER STREET, P.O. BOX 373 PORTAGE, WI 53901  
PHONE: PORTAGE: (808) 742-7788 SAUK: (608) 644-8827  
FAX: (608) 742-0434 E-MAIL: [surveying@grothman.com](mailto:surveying@grothman.com)  
(RED LOGO REPRESENTS THE ORIGINAL MAP)

SEAL:



G & A FILE NO. 819-451



DRAFTED BY: A. MAST  
CHECKED BY: IG  
PROJ. 819-451  
DWG. 819-451 CSM SHEET 3 OF 7

## SAUK COUNTY CERTIFIED SURVEY MAP NO. \_\_\_\_\_

### GENERAL LOCATION

Volume \_\_\_\_\_, Page \_\_\_\_\_

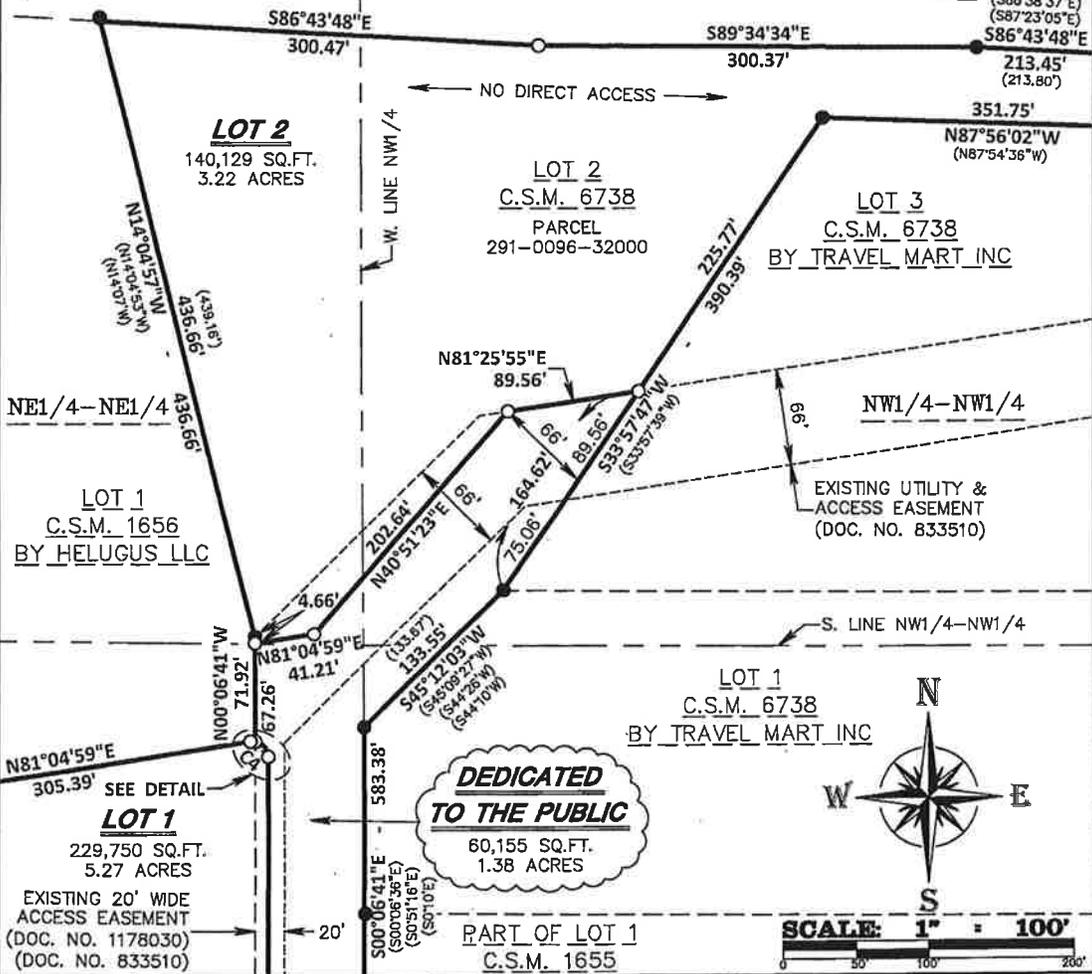
Being part of Lot 1 C.S.M. No. 1656 as Recorded in Volume 7 of C.S.M.S, Pages 1656, 1656A & 1656B as Document No. 480115, all of Lot 2 C.S.M. No. 6738 as Recorded in Volume 40 of C.S.M.S, Pages 6738, 6738A & 6738B as Document No. 1174778 located in the NE1/4 of the NE1/4, the SE1/4 of the NE1/4 of Section 8, the NW1/4 of the NW1/4 and the SW1/4 of The NW1/4 of Section 9 all in T. 13 N, R. 6 E, City of Wisconsin Dells, Sauk County, Wisconsin. Containing 430,034 sq.ft. 9.87 Acres

**BASIS OF BEARINGS:** IS THE WEST LINE OF THE NW1/4 SECTION 9 WHICH BEARS N00°11'48"W AS REFERENCED TO GRID NORTH SAUK CO. COORDINATE SYSTEM NAD83(97).

HIGHWAY CONVEYANCE  
VOL. 292 DEEDS PG 140-141  
(DOC. NO. 326300)

W. D.O.T. RIGHT OF WAY  
PROJECT T04-3(18)

**S.T.H. 73'**

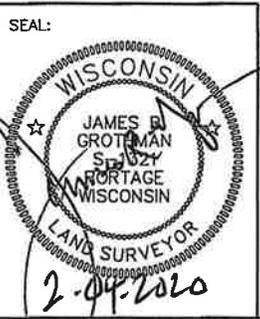


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PARCEL 291-0096-20000  
HELUGUS LLC  
P.O. BOX 830  
WISCONSIN DELLS, WI 53965

**OWNER:**  
PARCEL 291-0096-32000  
RIVERVIEW BOAT LINE  
P.O. BOX 410  
WISCONSIN DELLS, WI 53965

**CLIENT:**  
GENERAL ENGINEERING INC  
916 SILVER LAKE DRIVE  
PORTAGE, WI 53901

As prepared by:  
**GA GROTHMAN & ASSOCIATES S.C.**  
 LAND SURVEYORS  
 625 EAST SLJPER STREET, P.O. BOX 373 PORTAGE, WI. 53901  
 PHONE: PORTAGE: (608) 742-7788 SAUK: (608) 644-8877  
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 (RED LOGO REPRESENTS THE ORIGINAL MAP)



**G & A FILE NO. 819-451**

DRAFTED BY: A. MAST  
 CHECKED BY: JG  
 PROJ. 819-451  
 DWG. 819-451 CSM SHEET 4 OF 7

**SAUK COUNTY CERTIFIED SURVEY MAP NO. \_\_\_\_\_**  
**GENERAL LOCATION**

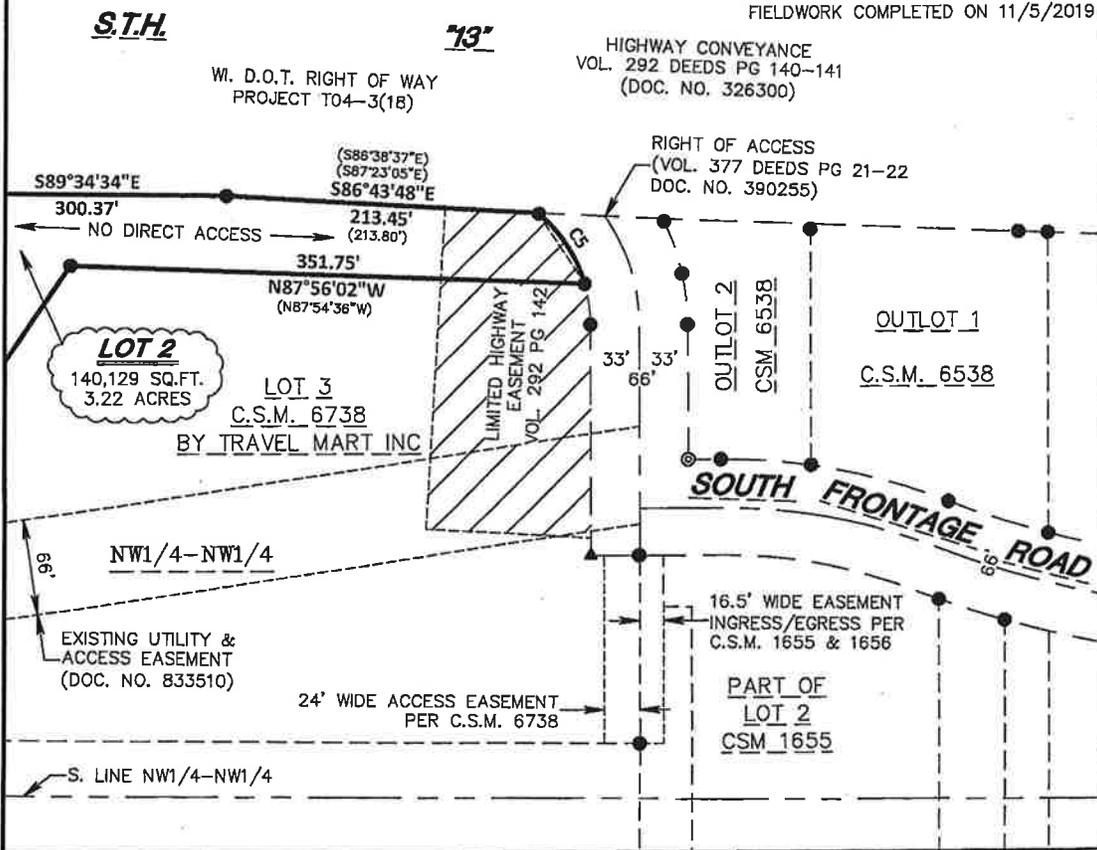
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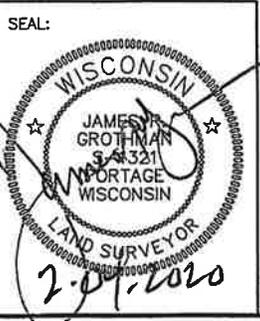
- LEGEND**
- 3/4" X 18" IRON ROD SET (WT. = 1.5 LBS. / L.F.)
  - 3/4" IRON ROD FND.
  - ▲ MAG NAIL FND.
  - ⊙ 1" IRON PIPE FND.
  - ⊙ 1" IRON ROD FND.
  - ⊙ 1 1/2" IRON PIPE FND. & WITNESSES FND. & VERIFIED
  - ⊕ SLIMLINE HARRISON. MON. FND. & WITNESSES FND. & VERIFIED
  - ( ) PREVIOUS SURVEY OR RECORD INFO.

FIELDWORK COMPLETED ON 11/5/2019



<p><b>OWNER:</b>          PARCEL 291-0096-20000          HELUGUS LLC          P.O. BOX 830          WISCONSIN DELLS, WI 53965</p>	<p><b>OWNER:</b>          PARCEL 291-0096-32000          RIVERVIEW BOAT LINE          P.O. BOX 410          WISCONSIN DELLS, WI 53965</p>	<p><b>CLIENT:</b>          GENERAL ENGINEERING INC          916 SILVER LAKE DRIVE          PORTAGE, WI 53901</p>
---	---	--

As prepared by:  
**GA GROTHMAN & ASSOCIATES S.C.**  
 LAND SURVEYORS  
 625 EAST SUPER STREET, P.O. BOX 373 PORTAGE, WI 53901  
 PHONE: PORTAGE: (608) 742-7788 SAUK: (608) 844-8877  
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 (RED LOGO REPRESENTS THE ORIGINAL MAP)



**G & A FILE NO.** 819-451

DRAFTED BY: A. MAST

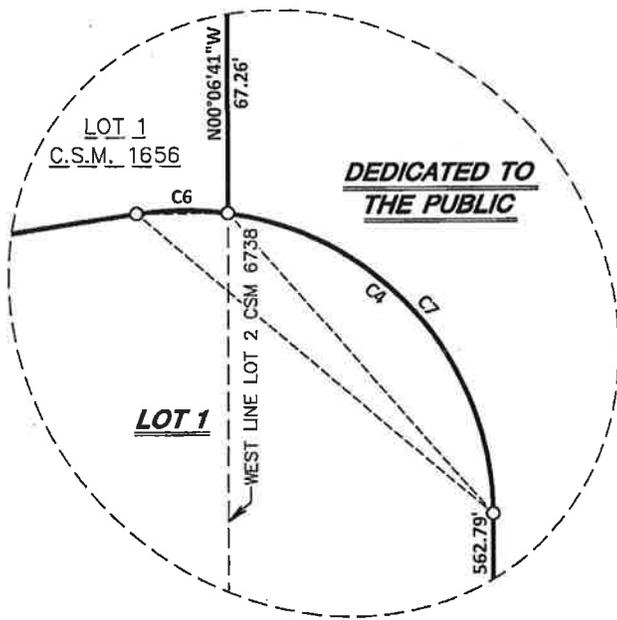
CHECKED BY: TG

PROJ. 819-451

DWG. 819-451\_CSM SHEET 5 OF 7

**SAUK COUNTY CERTIFIED SURVEY MAP NO. \_\_\_\_\_**  
**GENERAL LOCATION**

Volume \_\_\_\_\_, Page \_\_\_\_\_  
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**DETAIL  
NO SCALE**

**CURVE DATA TABLE**

CURVE	DELTA	ARC	RADIUS	BEARING	DIST.
C1	148°41'26"	129.76'	50.00'	S64°50'25"W	96.29'
C2	13°23'33"	42.73'	182.80'	N76°39'01"E	42.63'
C3	11°01'57"	29.19'	151.59'	N75°28'13"E	29.14'
C4	98°48'20"	18.11'	10.50'	S49°30'51"E	15.95'
C5	34°09'55" (33°38'24")	59.63'	100.00'	S33°20'16"E (S33°03'58"E)	58.75'
C6	17°04'01"	3.13'	10.50'	N89°37'00"E	3.12'
C7	81°44'19"	14.98'	10.50'	S40°58'51"E	13.74'

**OWNER:**  
 PARCEL 291-0096-20000  
 HELUGUS LLC  
 P.O. BOX 830  
 WISCONSIN DELLS, WI 53965

**OWNER:**  
 PARCEL 291-0096-32000  
 RIVERVIEW BOAT LINE  
 P.O. BOX 410  
 WISCONSIN DELLS, WI 53965

**CLIENT:**  
 GENERAL ENGINEERING INC  
 916 SILVER LAKE DRIVE  
 PORTAGE, WI 53901

As prepared by:  <b>GROTHMAN &amp; ASSOCIATES S.C.</b> LAND SURVEYORS 625 EAST SUPER STREET, P.O. BOX 373 PORTAGE, WI. 53901 PHONE PORTAGE: (608) 742-7788 SAUK: (608) 844-8877 FAX: (608) 742-0434 E-MAIL: surveying@grothman.com (RED LOGO REPRESENTS THE ORIGINAL MAP)	SEAL: 
<b>G &amp; A FILE NO. 819-451</b>	
DRAFTED BY: <u>A. MAST</u>	
CHECKED BY: <u>TG</u>	
PROJ. <u>819-451</u>	
DWG. <u>819-451 GSM SHEET 6 OF 7</u>	

**SAUK COUNTY CERTIFIED SURVEY MAP NO. \_\_\_\_\_**  
**GENERAL LOCATION**

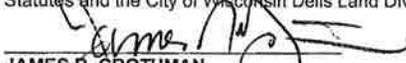
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**SURVEYOR'S CERTIFICATE**

I, JAMES R. GROTHMAN, Professional Land Surveyor, do hereby certify that by the order of the General Engineering Company, I have surveyed, monumented, and mapped and divided a part of Lot 1, Certified Survey Map, No. 1656 as recorded in Volume 7 of Certified Survey Maps, pages 1656, 1656A and 1656B as Document No. 480115, all of Lot 2, Certified Survey Map, No. 6738 as recorded in Volume 40 of Certified Survey Maps, pages 6738, 6738A and 6738B as Document No. 1174778 located in the Northeast Quarter of the Northeast Quarter, the Southeast Quarter of the Northeast Quarter, Section 8, the Northwest Quarter of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter, Section 9 all in Town 13 North, Range 6 East, City of Wisconsin Dells, Columbia County, Wisconsin, described as follows:

Commencing at the East Quarter corner of Section 8;  
 thence North 00°08'05" West along the East line of Lot 1, Certified Survey Map, No. 4982 and the Northerly extension thereof, 646.42 feet;  
 thence North 00°02'52" West, 40.00 feet to a point in the North right-of-way line of Jones Road and the point of beginning;  
 thence North 89°28'57" West along the North right-of-way line of Jones Road, 218.11 feet;  
 thence Southwesterly along a 50.00 foot radius curve to the left in the Northerly and Westerly right-of-way line of Jones Road having a central angle of 148°41'26" and whose long chord bears North 64°50'25" West, 96.29 feet;  
 thence South 79°37'03" West, 119.14 feet;  
 thence North 11°05'01" West, 551.57 feet;  
 thence Northeasterly along a 182.80 foot radius curve to the left having a central angle of 13°23'33" and whose long chord bears North 76°39'01" East, 42.63 feet;  
 thence North 69°57'14" East, 82.89 feet;  
 thence Northeasterly along a 151.59 foot radius curve to the right having a central angle of 11°01'57" and whose long chord bears North 75°28'13" East, 29.14 feet;  
 thence North 81°04'59" East, 305.39 feet;  
 thence Northeasterly along a 10.50 foot radius curve to the right having a central angle of 17°04'01" and whose long chord bears North 89°37'00" East, 3.12 feet to a point in the West line of Lot 2, Certified Survey Map, No. 6738;  
 thence North 00°06'41" West along the West line of Lot 2, 71.91 feet;  
 thence North 14°04'57" West along the West line of Lot 2, 436.66 feet to the Northwest corner thereof, said point being in the South right-of-way line of State Trunk Highway 13;  
 thence South 86°43'48" East along the South right-of-way line of State Trunk Highway 13, 300.47 feet;  
 thence South 89°34'34" East along the South right-of-way line of State Trunk Highway 13, 300.37 feet;  
 thence South 86°43'48" East along the South right-of-way line of State Trunk Highway 13, 213.45 feet to a point in the West right-of-way line of South Frontage Road;  
 thence Southeasterly along a 100.00 foot radius curve to the right in the East line of Lot 2 and the West right-of-way line of South Frontage Road having a central angle of 34°09'55" and whose long chord bears South 33°20'16" East, 58.75 feet;  
 thence North 87°58'02" West along the East line of Lot 2, 351.75 feet;  
 thence South 33°57'47" West along the East line of Lot 2, 390.39 feet;  
 thence South 45°12'03" West along the East line of Lot 2, 133.55 feet;  
 thence South 00°06'41" East along the East line of Lot 2, 583.38 feet to the point of beginning.  
 Containing 430,034 square feet (9.87 acres), more or less.

I DO FURTHER CERTIFY that this is a true and correct representation of the boundaries of the land surveyed and that I have fully complied with the Provisions of Section AE 7 of the Wisconsin Administration Code and Chapter 236.34 of the Wisconsin State Statutes and the City of Wisconsin Dells Land Division Ordinances to the best of my knowledge and belief.

  
**JAMES R. GROTHMAN**  
 Professional Land Surveyor, No. 4321  
 Dated: February 4, 2020  
 File No. 819-451

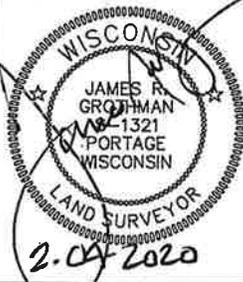
<b>OWNER:</b> PARCEL 291-0096-20000 HELUGUS LLC P.O. BOX 830 WISCONSIN DELLS, WI 53965	<b>OWNER:</b> PARCEL 291-0096-32000 RIVERVIEW BOAT LINE P.O. BOX 410 WISCONSIN DELLS, WI 53965	<b>CLIENT:</b> GENERAL ENGINEERING INC 916 SILVER LAKE DRIVE PORTAGE, WI 53901
--	--	---

As prepared by:

**GA GROTHMAN & ASSOCIATES S.C.**  
LAND SURVEYORS

825 EAST SILVER STREET, P.O. BOX 373 PORTAGE, WI. 53801  
PHONE: PORTAGE: (608) 742-7788 SAUK: (608) 844-8877  
FAX: (608) 742-0434 E-MAIL: surveying@grothman.com  
(RED LOGO REPRESENTS THE ORIGINAL MAP)

SEAL:



**G & A FILE NO. 819-451**



DRAFTED BY: A. MAST

CHECKED BY: IG

PROJ. 819-451

DWG. 819-451 CSM SHEET 7 OF 7

**SAUK COUNTY CERTIFIED SURVEY MAP NO. \_\_\_\_\_**  
**GENERAL LOCATION**

Volume \_\_\_\_\_, Page \_\_\_\_\_

*Being part of Lot 1 C.S.M. No. 1656 as Recorded in Volume 7 of C.S.M.S, Pages 1656, 1656A & 1656B as Document No. 480716, all of Lot 2 C.S.M. No. 6738 as Recorded in Volume 40 of C.S.M.S, Pages 6738, 6738A & 6738B as Document No. 1174778 located in the NE1/4 of the NE1/4, the SE1/4 of the NE1/4 of Section 8, the NW1/4 of the NW1/4 and the SW1/4 of The NW1/4 of Section 9 all in T. 13 N, R. 6 E, City of Wisconsin Dells, Sauk County, Wisconsin. Containing 430,034 sq.ft. 9.87 Acres*

**OWNER'S CERTIFICATE OF DEDICATION**

As Owner(s), I/we hereby certify that I/we caused the land on this certified survey map to be surveyed, divided, mapped and dedicated as represented on this certified survey map.

Witness the hand and seal of said Owner this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE of WISCONSIN)  
SS)  
COUNTY OF \_\_\_\_\_)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named \_\_\_\_\_ to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Wisconsin My commission expires: \_\_\_\_\_

**PLANNING & ZONING APPROVAL**

This Certified Survey Map in the City of Wisconsin Dells is hereby approved by the Planning & Zoning Administrator.

\_\_\_\_\_  
Planning & Zoning Administrator

\_\_\_\_\_  
Date

**OWNER:** PARCEL 291-0096-20000  
HELUGUS LLC  
P.O. BOX 830  
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**OWNER:** PARCEL 291-0096-32000  
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**CLIENT:** GENERAL ENGINEERING INC  
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PORTAGE, WI 53901

---

**To:** Chris Tollaksen – Zoning Administrator  
City of Wisconsin Dells

**From:** Chuck Bongard, P.E.

**Subject:** Helugus/Riverview Boat Line Certified Survey

**Date:** February 11, 2020

---

A certified survey map prepared by Grothman & Associates has been submitted by General Engineering Inc. on behalf of Helugus LLC and Riverview Boat Line.

The land split divides portions of parcel numbers 291-0096-32000 & 291-0096-20000 south of State Highway 13 and west of Trout Road. The proposed land split results in two lots and a dedication of public right-of-way that connects the dedicated Jones Road right-of-way on the south with an access and utility easement on the west side of the Travel Mart property.

Lot 1 contains 5.27 acres and Lot 2 contains 3.24 acres. The land is zoned C-4 Large Commercial. There are no minimum lot size requirements for this district. The layout shown provides adequate street frontage in accordance with the Zoning Code.

The dedicated right-of-way contains 1.35 acres. Lot 1 is essentially carved out of parcel 291-0096-20000 with the addition of a narrow strip of land along the west side of the dedicated public right-of-way. Lot 2 generally follows the existing boundary of parcel 291-0096-32000 and the public right-of-way is dedicated out of that parcel.

The boundary shown for Lot 2 just north of the northeast corner of Lot 1 forms a narrow strip of land that isolates the remnant parcel to the west from the public right-of-way. It is my understanding that a future road extension to the west has been considered. Either the map should be revised to show the public right-of-way abutting this remnant parcel, or the City should require assurance in the form of a development agreement that access at this location will be allowed in the future.

It is also my understanding that the public improvements to the Jones Road corridor from Trout Road have been contemplated in the Development Agreement for this parcel. Ultimately the improvement of all of the dedicated right-of-way should be improved to City Standard streets including provisions for pedestrian travel.

I recommend that approval of this certified survey map be conditioned on the execution of a Development Agreement for the installation of the public improvements.

**ORDINANCE NO. A-850**  
**(Correct Zoning of Parcels Adjacent to Mobile Home Park)**

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 classification of parcels near Tower View Mobile Home Park that are incorrectly zoned R-9 mobile home park.

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

- **Columbia County Parcels 11291-740, 11291-852.1, 11291-852.B, 11291-907.3, and a portion of 11291-710 are hereby rezoned from R-9 Residential Mobile Home Park to R-3 Residential Mixed Use;**
- **Columbia County Parcels 11291-908.1 and a portion of 11291-1008.4 are hereby rezoned from R-9 Residential Mobile Home Park to C-1 Commercial Neighborhood.**

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: January 20, 2020  
Second Reading Passed:  
Published:

**CITY OF WISCONSIN DELLS**  
**ORDINANCE NO. \_\_\_\_\_**  
**(Delinquent Taxes and Charges; License and Permit Restrictions)**

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

SECTION I: PURPOSE.

The current city code has two provisions restricting the issuance of city licenses to applicants with delinquent obligations owed to the city. This ordinance consolidates those code sections and clarifies the applicability of the restriction to both premises and persons. Wis. Stat. sec. 990.01(26) provides “*person* includes all partnerships, associations and bodies politic or corporate.” This ordinance also establishes the process for notice and hearing concerning delinquent obligations.

SECTION II: PROVISIONS EFFECTED:

Wisconsin Dells Code Secs. 16.12(2) and 30.10(2) are repealed.  
Wisconsin Dells Code Sec. 4.15 is created.

SECTION III: PROVISION AS CREATED:

**4.15 Delinquent Taxes and Charges; License and Permit Restrictions**

- (1) **PREMISES.** No license or permit shall be granted or renewed for the operation of any trade, profession, business or privilege, for which a license or permit is required by any provision of this Code, for operation upon any premises upon which taxes or assessments or other financial claims of the City, or any City utility are delinquent and unpaid.
- (2) **PERSONS.** No person who is delinquent in the payment of any taxes, assessments or other claims owed to the City, including a forfeiture resulting from a violation of any Ordinance of the City, shall be granted or renewed any license for any trade, profession, business or privilege in the City for which a license or permit is required by any provision of this Code.
- (3) **PROCESS.** At the time an application for a license or permit is made, the City Clerk shall advise the applicant of the provisions of this code section and shall furnish the applicant with a written notice of all delinquent financial obligations to the City. An applicant who contests the City Clerk’s findings that there are delinquent obligations to the City may request, in writing, a hearing before the Common Council. The hearing shall be conducted at the next regularly scheduled council meeting at which time the council shall make the decision to grant or refuse to grant the license or permit.
- (4) **DEFINITION.** Wis. Stat. sec. 990.01(26) provides: “PERSON. ‘Person’ includes all partnerships, associations and bodies politic or corporate”.

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 Codes, Chapter 4.

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Edward Wojnicz, Mayor

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Nancy R. Holzem, Clerk

INTRODUCED:  
PUBLISHED:  
PASSED: