



**SCHEDULE OF BILLS PAYABLE**  
**NOVEMBER 20, 2017**  
**MONDAY**  
**COMMON COUNCIL**

10	GENERAL FUND	796,758.72
13	DEBT SERVICE FUND	1000.00
14	CAPITAL PROJECTS FUND	66,150.59
26	FIRE SERVICE FUND	17,032.71
27	RIVER & BAY FUND	934.21
50	PARKING UTILITY FUND	12,673.12
53	SEWER FUND	153,508.59
52	WATER FUND	66,852.94
59	ELECTRIC FUND	718,886.59
	TOTAL	1,833,797.47

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

If to City:

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

With a copy to:

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

If to Verizon:

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

With a copy to:

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

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

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

CITY OF WISCONSIN DELLS

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**COMMUNITY DEVELOPMENT AUTHORITY MEETING  
CITY OF WISCONSIN DELLS  
OCTOBER 23, 2017**

Chairperson Borchert called the meeting to order at 5:00P.M. Notice of the meeting was provided to the *Dells Events*, WNNO Radio, and posted in accordance with State Statutes.

1. Present: Chairperson Ben Borchert, Ald. Mike Freel, Ald. Jesse DeFosse, John Campbell, Shaun Tofson and Joan Ragan  
  
Excused: Lisa Delmore  
  
Others: Ald. Ed Wojnicz, Ald. Ben Anderson, Ald. Brian Holzem, City Clerk/Coordinator Nancy Holzem, City Planner Chris Tollaksen, Nick Morse, Jim & Tina Moritz and Ed Legge from the *Dells Events*.
2. Motion by John Campbell seconded by Ald. Freel to approve the April 24, 2017 meeting minutes. Motion carried unanimously.
3. Holzem Façade Grant Amendment.  
Motion by Ald. Freel seconded by Campbell to approved the amended Façade Improvement Grant request submitted by Brian Holzem for 230 Broadway. The original grant was for \$12,500 however additional façade repairs made per the request of the Design Review Committee increased the total project cost by an additional \$3747.68. Holzem is requesting that the original 50/50 grant awarded be increased by \$1867. Motion carried unanimously.
4. Morse Façade Grant Extension.  
Motion by Ald. Freel seconded by Tofson to approve an extension on the Façade Improvement Grant awarded to Nick & Jackie Morse for MACS at 208 Broadway until the end of this year. The committee was aware when the grant was awarded in April that the façade work would not start until after the summer season. Motion carried unanimously.
5. Moritz Economic Development Loan Application.  
The committee reviewed a \$100,000 loan application submitted by Jim and Tina Moritz to be used towards the purchase of 321 Broadway (former Subway Restaurant). The applicant also has a pending \$100,000 loan application with the Bank of Wisconsin Dells to be used towards the purchase of the property. This would put the city as a second position lien holder. The applicant would be paying the remaining \$65,000 towards the \$265,000 purchase price. The applicant would also be paying for improvements to the building such as electrical and plumbing repairs, in addition to \$12,000 for roof repairs. He noted that he would have an additional \$20,000 in reserves for unforeseen costs. Ald. DeFosse expressed his concerns with the request and questioned why the bank wouldn't just loan them the full \$200,000. Ald. Freel also expressed his concerns regarding the amount of the loan stating he would feel more comfortable if the request were for \$50,000. The applicant stated that the building, which would be used as collateral, was

appraised at \$287,000 so the bank and the city would be protected. Ald. Holzem, who is not a member of the committee, questioned the lack of a business plan and the assumption of the lease revenue that the building will generate. The applicant stated that currently there are two residential renters upstairs and he has two interested commercial tenants looking at the first floor. Ragan made a motion to approve the \$100,000 loan contingent upon receiving confirmation that the bank loan was approved. Motion failed for lack of a second. Ald. DeFosse requested that the application be tabled for more information and expressed his concerns with the bank asking them to come to the city for the other half of what they needed. The applicant stated that the risk to the city and bank is very low and the he has a lot to lose if he defaults on the loan since the bank and the city would have first and second position on the building. He added that he has until November 3<sup>rd</sup> to close on the property. Some committee members expressed their concerns with not knowing what businesses were planned for the building as is a tough community to make a year-round business succeed. Ald. Holzem stated that he used to lease that building and was unable to keep the business in there open during the winter months. The applicant was confident that the potential businesses looking to lease will succeed. After the lengthy discussion it was motioned by Ragan seconded Ald. DeFosse to approve the \$100,000 loan application, contingent upon receiving a commitment letter from the Bank of Wisconsin Dells. Motion carried 5-1 with Ald. Freel voting no.

6. Update on Mercedes McCoy Economic Development Loan.

City Clerk Nancy Holzem stated that Mercedes Mc Coy, who received a \$40,000 loan from the CDA for her parent's Home Spun Heart business at 514 Broadway, was six months behind in loan payments. Her bank was notified and the parents were sent notice of today's meeting. They brought in a check this morning bring the account up to date. No additional action is needed at this time.

7. Update on Façade Improvement Matching Grant Program.

City Clerk Nancy Holzem stated that there will be \$9,940 remaining in the façade grant program after the grants for Macs and River Inn are paid. Committee members commented on how well the improvements look so they would like the program to continue. Motion by Ald. Freel seconded by Ragan to approve allocating an additional \$50,000 into the façade grant program contingent upon the city matching the \$50,000. Motion carried unanimously.

8. There were no items for referral.

9. Motion by Ald. Freel seconded by Campbell to adjourn. Motion carried unanimously and the meeting adjourned at 6:00pm.

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Nancy R. Holzem  
City Clerk/Coordinator

Item # 6

**PREMIER RESORT TAX  
2018 Purposed Budget**

	2017 <b>APPROVED</b>	Projected <b>2017 ACTUAL</b>	<b>2018 Proposed</b>
<b>RECEIPTS</b>			
CARRYOVER 2016 BALANCE	\$ 300,506.18	\$ 349,026.64	\$ 310,000.00
4TH QTR 2017 - FEB	\$ 250,000.00	\$ 289,833.05	\$ 250,000.00
1ST QTR 2018 - MAY	\$ 300,000.00	\$ 286,409.66	\$ 275,000.00
2ND QTR 2018 - AUG	\$ 450,000.00	\$ 592,031.58	\$ 500,000.00
PRT ADMIN FEES REIMB	\$ 35,000.00	\$ 56,344.27	\$ 35,000.00
3RD QTR 2018 - NOV	\$ 650,000.00	\$ 725,000.00	\$ 650,000.00
Mt Olympus - PRT	\$ 15,000.00	\$ 12,492.24	\$ 15,000.00
<b>TOTAL AVAILABLE</b>	<b>\$ 2,000,506.18</b>	<b>\$ 2,311,137.44</b>	<b>\$ 2,035,000.00</b>
<b>DISBURSEMENTS</b>			
WDVCB - Branding Project - Downtown - .25%	\$ 333,000.00	\$ 366,153.31	\$ 338,000.00
PUBLIC WORKS (50% OF \$1,352,000)	\$ 685,000.00	\$ 732,306.61	\$ 676,000.00
EMS PURCHASE SERVICE COST	\$ 308,250.00	\$ 206,186.00	\$ 338,282.00
ECONOMIC DEVELOPMENT FUND (Morse Land Contract 7 of 12 - Final 2023)	\$ 42,850.00	\$ 42,850.00	\$ 42,850.00
JUST A GAME EXPANSION-CITY CONTRIBUTION (Install 7 of 10 - Final 2021)	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
General - River Arts District Projects	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00
General - Façade Improvement Program			\$ 50,000.00
General - Personnel Study - PD - Carried forward from 2016	\$ 12,500.00	\$ 13,814.00	
Fire Department - Engine 4 Lease Payment (3 of 10 ending 2025)	\$ 43,804.00	\$ 43,804.00	\$ 43,804.00
Fire Department - Replace Fire Station Windows	\$ 10,000.00	\$ 7,100.00	
Fire Department - SCBA Equipment	\$ 175,000.00	\$ 175,000.00	
Library/Community Center - Tables/ Floor Scrubber	\$ -	\$ 28,650.97	\$ 13,750.00
Parks - Ball Field Re-Condition (4 Fields Rotary/Vets) - Vets Park Path (10 ft)	\$ 11,000.00	\$ 11,000.00	\$ 17,500.00
Parks - Creation of Dog Park (Per Mayor's Proposal)	\$ 2,500.00	\$ -	
Parks - Storage Shed Vet's Park/New Roof on shop	\$ 22,000.00	\$ 21,996.70	
Parks - Bowman Park Stable Building Planning/Construction	\$ 15,000.00	\$ 15,000.80	\$ 112,000.00
Parks - Jenkins Park Retaining Wall/Sidewalk/Railing	\$ 78,000.00	\$ 77,900.00	\$ 50,000.00
Parks - Computer Sever/Office Upgrades	\$ -	\$ -	\$ 9,400.00
Police - Squad Cars	\$ -		\$ 61,000.00
Police - Squad Radio/Equipment	\$ 12,665.00	\$ 12,595.40	\$ 16,350.00
Police - Data Conversation Software			\$ 10,000.00
Police - Building Repairs	\$ 7,500.00	\$ 7,500.00	
Police - Crowd Control Gear	\$ 11,600.00	\$ 11,600.00	
<b>TOTAL ALLOCATE</b>	<b>\$ 1,995,669.00</b>	<b>\$ 1,998,457.79</b>	<b>\$ 2,003,936.00</b>
<b>UNALLOCATED BALANCE</b>	<b>\$ 4,837.18</b>	<b>\$ 312,679.65</b>	<b>\$ 31,064.00</b>

Description	Estimated Taxable Sales	1%	1.25%	0.25%
4TH QTR 2017 - FEB	\$20,000,000.00	\$ 200,000.00	\$ 250,000.00	\$ 50,000.00
1ST QTR 2018 - MAY	\$22,000,000.00	\$ 220,000.00	\$ 275,000.00	\$ 55,000.00
2ND QTR 2018 - AUG	\$40,000,000.00	\$ 400,000.00	\$ 500,000.00	\$ 100,000.00
2nd QTR 2018 - NOV	\$52,000,000.00	\$ 520,000.00	\$ 650,000.00	\$ 130,000.00
Mt Olympus - PRT	\$1,200,000.00	\$ 12,000.00	\$ 15,000.00	\$ 3,000.00
Total		1%	1.25%	0.25%
	\$135,200,000.00	\$ 1,352,000.00	\$ 1,690,000.00	\$ 338,000.00

DPW	\$ 676,000.00
PRT	\$ 676,000.00
PRT-ECON	\$ 338,000.00
<b>Total PRT Collection</b>	<b>\$ 1,690,000.00</b>