

SCHEDULE OF BILLS PAYABLE
JANUARY 21, 2019
MONDAY
COMMON COUNCIL

10	GENERAL FUND	\$ 1,503,340.67
13	DEBT SERVICE FUND	
14	CAPITAL PROJECTS FUND	\$ 43,968.53
22	ROOM TAX FUND	\$ 146,827.37
24	PRT FUND	\$ 244,467.39
26	FIRE SERVICE FUND	\$ 55,683.01
27	RIVER & BAY FUND	\$ 42.32
28	RIVER ARTS DISTRICT	
50	PARKING UTILITY FUND	\$ 3,305.43
53	SEWER FUND	\$ 49,356.80
52	WATER FUND	\$ 78,950.15
59	ELECTRIC FUND	\$ 619,621.64

Total Payables: \$ 2,745,563.31

January 21, 2019

**Land Lease & Indemnification Agreement
(Wisconsin Dells - Woodside Sports Complex Operations, LLC)**

This Agreement is by and between the City of Wisconsin Dells, a Wisconsin municipal corporation (hereinafter the "City") and Woodside Sports Complex Operations, LLC (hereinafter "Woodside")

RECITALS :

- A. Woodside owns, operates and maintains Woodside Sports Complex consisting of athletic venues and appurtenant facilities located at 1770 STH 13, Wisconsin Dells.
- B. The City is the owner of the following described real estate in the City of Wisconsin Dells, Adams County, Wisconsin located adjacent to the Woodside Sports Complex:
 - Lot Two (2) and Outlot Two (2), Adams County Certified Survey Map No. 5700 and Lot One (1) and Outlot One (1), Adams County Certified Survey Map No. 5714 (hereinafter the "City Land").
- C. The City holds title to the City Land by virtue of a Land Contract with John J. Morse and Patricia C. Morse as Vendors dated December 28, 2011 and recorded January 13, 2012, as Document No. 500800.
- D. Woodside wishes to use, occupy and lease the City Land for purposes connected to the activities and events at Woodside Sports Complex, including motor vehicle parking for guests and patrons, parking of vehicles, storage of materials, and practice and competition athletic venues and fields.

- E. The City consents to such use, occupancy and lease of the City Land by Woodside subject to this agreement.

AGREEMENT

1. Land Lease: The City leases the City Land to Woodside.
2. Lease Term: The term of this lease shall be for one (1) year commencing January 1, 2019 and terminating at midnight on December 31, 2019; except that, the City may terminate this lease at any time, for any reason, in its sole discretion, upon 30 days written notice delivered to Woodside. Upon termination, Woodside shall surrender all use and occupancy of the City Land and remove all personal property and appurtenances.
3. Rent: The rent to be paid by Woodside to the City shall be \$1.00 and other good and valuable consideration, receipt of which is acknowledged; including, without limitation, Woodside allows local groups and organizations to use its facility on a periodic basis without cost or charge.
4. Property Use:
 - a.) The use of the City Land shall be as set forth in Recital D above.
 - b.) Woodside shall not do, permit or suffer any waste to the City Land.
 - c.) Upon termination of this Agreement Woodside shall immediately cease its use and surrender occupancy and possession of the City Land in good condition.

5. Non-exclusive Use: The City reserves the right to use the City Land for public uses and purposes not in conflict or inconsistent with Woodside's use, occupancy and lease of the property.
6. Indemnification and Hold Harmless:
 - a.) Except for the negligent acts or willful misconduct of the City's agents or employees, in connection with Woodside's use and occupancy of the City Land, Woodside agrees to indemnify, defend and hold harmless the City and its elected officials, officers, employees, agents and representatives from and against any and all claims, costs, losses, expenses, demands, actions or causes of actions, including reasonable attorney's fees and other costs and expenses of litigation which may be asserted against or incurred by the City or for which the City may be held liable, which arises from the negligence, willful misconduct or other fault of Woodside or its employees, agents, contractors, sub-contractors or guests/patrons.
 - b.) Woodside shall be responsible for and shall compensate the City for any damages to the City land caused by or related to Woodside's activities or operations on the City land.
7. Insurance: For as long as Woodside uses and occupies the City Land for any purpose, Woodside will carry at its own cost and expense, the following insurance:
 - (a) worker's compensation insurance as required by law; and

- (b) commercial general liability (CGL) insurance with respect to its activities on The City Land, such insurance to afford protection of up to Three Million Dollars (\$3,000,000.00) per occurrence and Six Million Dollars (\$6,000,000.00) general aggregate based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantial equivalent coverage.
- (c) Woodside's CGL Insurance shall be issued by an insurer authorized to issue CGL Insurance policies in the State of Wisconsin and shall contain a provision including City as an additional insured. Such additional insurance coverage:
 - 1) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Woodside, its employees, agents, contractors or sub-contractors;
 - 2) shall not extend to claims for punitive or exemplary damages arising out of the acts and omissions of the City, its employees or agents or where such coverage is prohibited by law or to claims arising out of gross negligence of the City, its employees, agents, or independent contractors; and
 - 3) Shall not exceed Woodside's indemnification obligation under this Agreement, if any.

- 8. Title: This agreement does not convey any interest in the City Land to Woodside other than Woodside's rights as a tenant.
- 9. Additional Indemnification: In the event that Woodside's activities on the City Land cause or trigger any actions, lawsuits or claims related to the land contract referred to in Recital C above Woodside agrees that upon the demand of the City it will indemnify and hold the City harmless from any claims or losses caused by proceedings related to the land contract.

CITY OF WISCONSIN DELLS

Dated: _____, 2019.

Edward Wojnicz, Mayor

Dated: _____, 2019.

Nancy R. Holzem, Clerk/Coordinator

**WOODSIDE SPORTS COMPLEX
OPERATIONS, LLC**

Dated: _____, 2019.

By: _____

Its: _____

Documented drafted by:
Joseph J. Hasler
LAROWE GERLACH TAGGART LLP
Post Office Box 231
Reedsburg, Wisconsin 53959
(608) 524-8231

REAL ESTATE PURCHASE CONTRACT

Seller: City of Wisconsin Dells ("City")
Buyer: Fiorella Neira/Neira Productions, LLC (Neira)
Subject Premises: 613 Broadway
PIN: 11291-681

1. **Sale and Purchase.** City agrees to sell and Neira agrees to purchase the subject premises pursuant to this contract.
2. **Purchase Price.** The price to be paid by Neira to City shall be \$25,000.00.
3. **Closing.** Closing shall take place at such time as the parties agree after this contract is approved by the Wisconsin Dells Common Council.
4. **Occupancy and Possession.** Neira shall be given occupancy and possession of the subject premises after closing.
5. **Title Evidence and Title.** In advance of closing, City, at City's cost, shall provide Neira with a title insurance commitment covering the property to be conveyed in the amount of \$25,000.00 showing merchantable title subject only to liens which will be paid out of proceeds of closing and standard title insurance requirements and exceptions, as appropriate.
6. **Closing Costs.** The City shall pay all closing costs.
7. **As-Is Condition.** This property is being sold on an "as is" basis with all faults. City makes no express or implied warranties, representations or guarantees as to the quality, character, performance or condition of the property and specifically disclaims any implied warranties of merchantability or fitness for a particular purpose or similar implied warranties. Neira waives any requirement that City provide Neira with a Real Estate Condition Report for the Property. Neira acknowledges that Neira is not relying on any statements by City with respect to the property and is making her own independent evaluation of the Property.

8. **Binding Effect.** This contract and agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

9. **Miscellaneous Provisions.**

- a. Each provision of this Contract shall be deemed to be severable from all other provisions of the Contract, and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of this Contract shall remain in full force and effect.
- b. This Contract may be changed or modified only in writing. This Contract cannot be changed orally, and no Contract shall be effective to waive, change, modify or discharge it in whole or in part unless such Contract is in writing and it signed by the parties.
- c. Each party will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively this Contract.
- d. This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which when taken together, shall constitute the same instrument.
- e. Captions and headings used in this Contract are for information and organizational purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

10. **Buy-Back.** Neira shall complete construction of an office building on the subject premises and be issued an occupancy permit no later than December 31, 2019. If Neira fails to meet this deadline, the City, at its option, shall have the right to purchase the property from Neira at the agreed upon price of \$25,000.00 and Neira shall execute a conveyance of the property to the City. If Neira fails to honor this buy back provision, the City may commence an action for specific performance in the Circuit Court for Columbia County and the City's costs to enforce this provision shall be deducted from the \$25,000.00 buy back price.

SELLER

City of Wisconsin Dells

Dated: January _____, 2019.

Edward Wojnicz, Mayor

Dated: January _____, 2019.

Nancy Holzem, Clerk/Administrative Coordinator

BUYER

Dated: January _____, 2019.

Fiorella Neira/Neira Productions, LLC