

CITY OF WISCONSIN DELLS MEETING AGENDA

MEETING DESCRIPTION: FINANCE COMMITTEE
DATE: Monday, February 24, 2020 **TIME:** 6:30 P.M. **LOCATION:** MUNICIPAL BUILDING COUNCIL CHAMBERS - 300 LA CROSSE STREET, WISCONSIN DELLS, WI 53965

		COMMITTEE MEMBERS		
		Ald. Brian Holzem Chair	Ald. Mike Freel	
		Mayor Ed Wojnicz	Ald. Terry Marshall	
AGENDA ITEMS				
1	Call to Order, Attendance Noted			
2	Approval of the January 20, 2020 Meeting Minutes			
3	Discussion and Decision on the Schedule of Bills Payable dated February 24, 2020; and any other related Financial Information			
4	Discussion and Decision to Amend the 2020 Schedule of Fees to include updated rental fees for park shelters and a rental fee for the athletic fields			
5	Discussion and Decision to Approve the Event Management Agreement with Wisconsin Dells Festivals Inc.			
6	Discussion and Decision to Approve the Agreement with the Wisconsin Dells School District and Village of Lake Delton Confirming the Terms of the New High School Project			
7	Discussion and Decision to Approve the Recycling Contract with Pellitteri Waste Systems			
8	Discussion and Decision to Approve additional funding from Electric Cash for the purchase of the Electric Transfer Area F (Trappers Turn) as part of the Electric Territorial Transfer Agreement with Alliant Energy			
9	Discussion and Decision to Request a Four-Year Extension to Tax Incremental Finance District No. 2			
10	Discussion and Decision to Approve Participation in Joint Jurisdictional Reconstruction of 9 th Avenue			
11	Discussion and Decision to Approve the TIF District #3 Development Agreement with Sports Impressions, LTD			
12	Discussion and Decision to Approve a TIF District #2 Development Agreement for New Apartments			
13	Items for Referral			
14	Adjourn			
ALD. BRIAN HOLZEM, CHAIRMAN				
POSTED AND DISTRIBUTED: 2/21/2020				
<p>Open Meetings Notice: If this meeting is attended by one or more members of the Common Council who are not members of this committee, their attendance may create a quorum of another city commission, board or committee under the Wisconsin Open Meetings Law; However, no formal action will be taken by any governmental body at the above stated meeting other than the body, committee, commission, or board identified in this meeting notice. 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.</p>				

SCHEDULE OF BILLS PAYABLE
FEBRUARY 24, 2020
MONDAY
COMMON COUNCIL

10	GENERAL FUND	\$ 2,061,278.42
13	DEBT SERVICE FUND	\$ -
14	CAPITAL PROJECTS FUND	\$ 1,365.17
22	ROOM TAX FUND	\$ 88,249.61
24	PRT FUND	\$ 85,749.54
26	FIRE SERVICE FUND	\$ 14,867.51
27	RIVER & BAY FUND	\$ 419.43
28	RIVER ARTS DISTRICT	\$ -
50	PARKING UTILITY FUND	\$ 1,814.64
53	SEWER FUND	\$ 46,873.80
52	WATER FUND	\$ 6,009.44
59	ELECTRIC FUND	\$ 611,418.44

Total Payables: \$ 2,918,046.00

Park Facility Rental Fees

(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	
Bowman Park Assembly Building		\$158.25	\$316.50			\$237.40	\$369.25			25.00	50.00	
Bowman Park Kitchen		\$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>			
	hrly	4hr	8hr	Day	hrly	4hr	8hr	Day		4hr	8hr	
Bowman Park Shelter			\$63.30				\$263.75				35	
Bowman Park (Lions Club Shelter)			\$63.30				\$263.75				35	
Veterans Park			\$63.30				\$263.75				35	
Captain Bob's			\$63.30				\$263.75				35	
Ralph Hine's			\$63.30				\$263.75				35	
Rotary Park			\$63.30				\$263.75				35	
Any City/Village Park (not listed above excluding Newport)			\$63.30				\$263.75				35	

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

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>
Dells River District Summer Entertainment Program	Book, manage, market entertainment
Saturday Farmers Market (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
Fourth of July Celebration (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

Fall Festival (October 24, 2020)	Pumpkin and scarecrow decorating Costume contest Chili cook off Trick or treating Live music 5K Run/Walk
Holiday Festival (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: _____

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>	_____
Total	\$23,500,000

- (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

Ed Wojnicz, Mayor

Nancy Holzem
City Clerk/Administrator

VILLAGE OF LAKE DELTON

John Webb, Village President

Kay C. Mackesey
Village Clerk-Treasurer-Coordinator

Item #7

CITY OF WISCONSIN DELLS

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 1st, 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 31st, 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.

FUEL REBATE/SURCHARGE

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.

- \$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 1st through March 31st, and there shall be a twice a week collection of recyclables for six (6) months out of the year beginning April 1st through September 30th. Number of Commercial of 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

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 1st, 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 31st, 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.

FUEL REBATE/SURCHARGE

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.

\$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 **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 1st through March 31st, and there shall be a twice a week collection of recyclables for six (6) months out of the year beginning April 1st through September 30th. 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.

Item # 8

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	281	1.88	1977	490.32	409.34	80.99	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	17.93	5.71	62.16	47.14	15.02
UG 4/0 AL 3/C-service	Feet	16	3.25	1995	48.81	25.50	23.31	99.92	52.21	47.72
UG 4/0 AL 3/C-service	Feet	147	4.14	1997	608.63	293.44	315.19	1,226.28	691.23	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	922.26
UG 350 AL 4/C - service	Feet	36	15.61	2013	561.86	78.29	483.67	686.61	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
Account: E373.0 Dist - Street Lighting and Sign										
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			269,539.09	77,805.33	191,733.76	520,272.84	243,223.69	277,049.15

previously approved total was \$ 224,280.81
 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	1,451.56	2,666.45
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	6,775.78
UG 100kVA Dual 240/120V 1PH	Each	1	12,486.65	2012	12,486.65	2,032.10	10,454.55	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
Subtotal				36	84,843.73	19,144.79	65,698.94	143,165.44	47,758.94	95,406.50

Account: E369.0 OH Dist - Services

OH 1/0 4/C- service	Feet	160	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	53	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
Subtotal				603	2,745.98	1,353.56	1,392.42	5,646.21	3,814.10	1,832.11

Account: E369.2 UG Dist - Services

UG 1/0 AL 3/C- service	Feet	55	4.28	1986	235.13	162.54	72.60	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	458.11	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	304.66
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	540.69	834.23	3,482.75	1,381.68	2,101.17
UG 1 AL 1/C-	Feet	785	11.63	2001	9,048.34	3,088.95	8,969.38	21,988.48	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	3,512.53	7,334.90
UG 1 AL 1/C-	Feet	132	11.33	2003	1,496.08	457.96	1,038.11	3,488.84	1,058.78	2,400.06
UG 1 AL 1/C- No 2004 use 2003 & 2005	Feet	185	14.95	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	6,184.61	924.86	4,259.75
UG 1 AL 1/C-	Feet	24	29.27	2010	702.36	125.12	577.24	906.63	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	91	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
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Account: E368.0 Line Transformers

OH 1kVA	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	1986	106.05	91.75	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	227.26	1,798.40	775.23	1,023.18
OH 10kVA 120/240V 1PH	Each	1	795.38	2006	795.38	209.86	585.52	2,192.24	578.41	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	251.86	94.77	2,226.04	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	205.85	3,019.70	2,030.25	989.45
OH 25kVA 120/240V 1PH	Each	2	695.06	1992	1,390.11	719.77	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	369.48	2,995.20	1,448.98	1,546.22
OH 25kVA 120/240V 1PH	Each	1	1,489.33	2010	1,489.33	276.37	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	3,408.62	101.85	3,307.76
OH 50kVA 120/240V 1PH	Each	1	3,878.30	2012	3,878.30	574.13	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	862.40	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	27.25	3,499.97	3,290.68	209.28
UG 25kVA 240/120V 1PH	Each	1	1,982.70	2003	1,982.70	746.49	1,236.21	4,241.55	1,596.95	2,644.60
UG 50kVA 240/120V 1PH	Each	1	1,806.21	1995	1,806.21	1,015.76	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	657.95	892.93	3,403.06	1,443.73	1,959.33

OH 1/C 1/0 & Larger ACSR	Feet	1,166	4.14	2010	4,830.82	947.40	3,883.41	6,374.68	1,250.18	5,124.50
OH 1/C 1/0 & Larger ACSR	Feet	520	10.64	2019	5,530.91	60.01	6,470.90	5,530.91	60.01	5,470.90
OH 2 ACSR 1/C	Feet	1,243	0.09	1956	116.20	116.20	-	2,082.26	2,082.26	-
OH 2 ACSR 1/C	Feet	321	0.11	1959	35.59	35.59	-	637.77	637.77	-
OH 2 ACSR 1/C	Feet	588	0.14	1962	83.88	80.99	2.89	1,391.83	1,343.80	48.02
OH 2 ACSR 1/C	Feet	2,264	0.21	1970	474.35	409.63	64.72	4,775.50	4,123.92	651.58
OH 2 ACSR 1/C	Feet	96	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	2,196	4.90	2006	10,766.30	2,944.04	7,822.26	16,660.79	4,555.89	12,104.91
OH 4 ACSR 1/C 1936 Oldest	Feet	52	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	432.89	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	4,414.81	9,776.14	27,168.62	8,451.90	18,716.72
OH 6A CW 1/C	Feet	126	0.07	1950	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	536	0.11	1964	59.07	55.60	3.47	945.11	889.57	55.54
OH 6A CW 1/C	Feet	458	0.18	1967	82.97	74.96	8.09	1,143.78	1,033.13	110.03
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	189	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	64.03	18.06	379.95	284.75	95.20
OH 1/0 AL 3/C (1/0 & Larger) ACSR	Feet	45	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	153	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	64,874.61

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	16	-	2006	-	-	-	-	-	-

Poles 40'	Each	1	119.16	1961	119.16	119.16	-	1,413.86	1,413.86	-	
Poles 40'	Each	1	120.04	1962	120.04	120.04	-	1,397.49	1,397.49	-	
Poles 40'	Each	2	122.59	1968	245.18	245.18	-	2,363.73	2,363.73	-	
Poles 40'	Each	3	138.91	1970	416.72	416.72	-	3,296.36	3,296.36	-	
Poles 40'	Each	1	250.22	1977	250.22	250.22	-	1,029.25	1,029.25	-	
Poles 40'	Each	1	503.10	1984	503.10	459.77	43.34	1,315.32	1,202.01	113.31	
Poles 40'	Each	5	536.17	1987	2,680.84	2,289.44	391.40	6,869.66	5,695.90	973.76	
Poles 40'	Each	2	585.26	1989	1,170.52	949.06	221.46	2,722.74	2,207.61	515.13	
Poles 40'	Each	3	615.76	1991	1,847.29	1,413.20	434.10	3,981.77	3,046.09	935.68	
Poles 40'	Each	1	682.08	1999	682.08	380.96	301.13	1,130.54	631.43	499.12	
Poles 40'	Each	1	879.44	2001	879.44	441.86	437.59	1,373.71	690.19	683.52	
Poles 40'	Each	6	1,180.65	2006	5,903.23	2,119.08	3,784.15	7,588.11	2,723.90	4,864.21	
Poles 40'	Each	4	1,262.81	2010	5,051.23	1,237.28	3,813.94	5,718.54	1,400.74	4,317.80	
Poles 40'	Each	1	1,521.37	2011	1,521.37	330.24	1,191.13	1,700.62	369.13	1,331.39	
Poles 40'	Each	1	2,657.13	2015	2,657.13	292.39	2,364.74	2,866.17	315.39	2,550.78	
Poles 40'	Each	2	2,050.06	2018	4,100.11	144.83	3,955.28	4,188.38	147.95	4,040.41	
Poles 40'	Each	1	2,481.17	2019	2,481.17	28.82	2,452.35	2,481.17	28.82	2,452.35	
Poles 45'	Each	1	161.10	1970	161.10	161.10	-	1,274.33	1,274.33	-	
Poles 45'	Each	2	766.38	1989	1,532.75	1,242.76	289.99	3,565.34	2,890.79	674.55	
Poles 45'	Each	1	837.39	1991	837.39	640.61	196.78	1,804.96	1,380.81	424.15	
Poles 45'	Each	1	965.79	1993	965.79	692.17	273.62	1,920.68	1,376.53	544.15	
Poles 45'	Each	1	1,041.69	2001	1,041.69	523.37	518.31	1,627.14	817.52	809.62	
Poles 45'	Each	1	1,281.26	2004	1,281.26	633.77	747.49	1,821.52	758.83	1,062.68	
Poles 45'	Each	3	1,584.29	2006	4,752.88	1,706.14	3,046.74	6,109.43	2,193.10	3,916.33	
Poles 45'	Each	3	2,036.48	2010	6,109.43	1,496.01	4,613.43	6,916.55	1,693.64	5,222.91	
Poles 45'	Each	1	1,985.92	2018	1,985.92	70.16	1,915.75	2,028.68	71.67	1,956.99	
Poles 45'	Each	2	1,846.47	2019	3,692.95	42.90	3,650.05	3,692.95	42.90	3,650.05	
Poles 50'	Each	2	1,291.24	1993	2,582.48	1,850.84	731.65	5,136.84	3,680.79	1,455.04	
Poles 50'	Each	1	1,413.22	2004	1,413.22	588.74	824.48	2,009.11	836.99	1,172.13	
Poles 50'	Each	1	2,610.15	2018	2,610.15	92.22	2,517.93	2,666.33	94.21	2,572.13	
Poles 55'	Each	1	1,524.99	2003	1,524.99	679.16	845.83	2,224.39	990.64	1,233.75	
Poles 60'	Each	2	269.88	1961	539.75	539.75	-	6,404.34	6,404.34	-	
Subtotal				120	78,718.14	30,947.87	47,770.26	165,385.70	107,803.89	57,581.81	

Account: E365.0 Overhead Conductors and Devices

OH 1/C 1/0 & Larger ACSR	Feet	645	0.25	1961	159.30	155.69	3.61	2,744.85	2,662.62	62.23
OH 1/C 1/0 & Larger ACSR	Feet	143	0.23	1967	33.01	29.82	3.19	455.01	411.00	44.01
OH 1/C 1/0 & Larger ACSR	Feet	395	0.24	1968	94.94	84.52	10.42	1,232.89	1,097.56	135.33
OH 1/C 1/0 & Larger ACSR	Feet	1,364	0.35	1970	473.27	408.70	64.57	4,784.62	4,114.54	650.08
OH 1/C 1/0 & Larger ACSR	Feet	204	0.82	1982	167.35	115.19	52.16	649.10	446.78	202.31
OH 1/C 1/0 & Larger ACSR	Feet	162	0.83	1987	134.72	81.97	52.75	486.72	296.16	190.57
OH 1/C 1/0 & Larger ACSR	Feet	120	1.08	1994	130.19	63.89	66.30	353.22	173.35	179.88
OH 1/C 1/0 & Larger ACSR	Feet	1,194	2.87	1999	3,428.17	1,380.27	2,047.90	8,312.96	3,347.02	4,965.94
OH 1/C 1/0 & Larger ACSR	Feet	90	2.70	2003	243.22	80.18	163.03	493.04	162.54	330.49
OH 1/C 1/0 & Larger ACSR	Feet	70	4.10	2006	286.76	78.42	208.35	443.76	121.35	322.42

Cost Valuation as of

12/31/2019

ALLIANT - WPL

Location: WI Dells
TrappersTurn Area
Area F

DATE PREPARED 1/20/2020
PREPARED BY Melanie Selck
REVIEWED BY Stephanie Kleine 1/20/20
PREPARED FOR 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

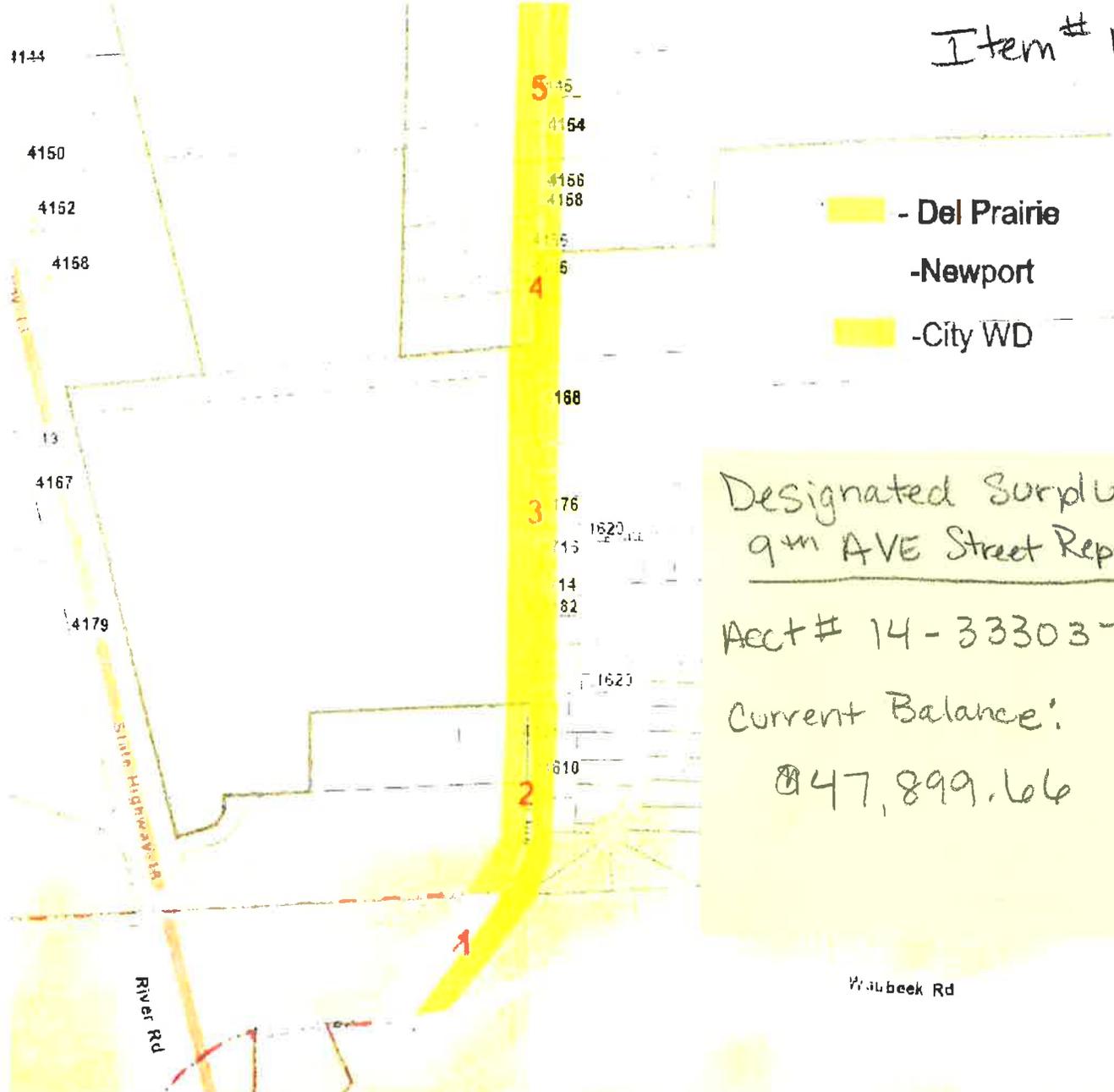
Account: E364.0 Poles

Unknown - Used 35' 1936 is oldest	Each	2	58.71	1901	117.42	117.42	-	5,174.87	5,174.87	-
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	-	762.04	762.04	-
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	783.62	40.76	2,230.90	2,120.59	110.31
Poles 35'	Each	1	700.26	1996	700.26	448.05	252.21	1,221.36	781.47	439.89
Poles 35'	Each	1	680.18	2003	680.18	302.92	377.27	992.14	441.84	550.29
Poles 35'	Each	1	942.50	2004	942.50	392.64	549.86	1,339.92	558.20	781.71
Poles 35'	Each	1	1,484.89	2009	1,484.89	405.67	1,079.22	1,702.93	465.23	1,237.70
Poles 35'	Each	2	1,004.04	2010	2,008.07	491.94	1,516.14	2,273.36	556.93	1,716.43
Poles 35'	Each	1	1,541.31	2012	1,541.31	292.46	1,248.85	1,692.15	321.08	1,371.07
Poles 35'	Each	1	3,753.83	2013	3,753.83	610.52	3,143.31	4,063.35	660.86	3,402.49
Poles 40'	Each	3	76.26	1952	228.79	228.79	-	3,714.91	3,714.91	-
Poles 40'	Each	1	118.10	1959	118.10	118.10	-	1,487.12	1,487.12	-

Tax Incremental District (TID) – Extension Types			
	Standard	Technical College	Affordable Housing
Purpose	<ul style="list-style-type: none"> Allows additional time to pay incurred project costs Extension does not change the expenditure period 	<ul style="list-style-type: none"> Allows additional time to pay incurred project costs for TIDs affected by 2013 Act 145 Extension does not change the expenditure period 	Allows use of a final increment for affordable housing: <ul style="list-style-type: none"> At least 75% of the final increment must benefit affordable housing* in the municipality; remaining portion must be used to improve housing in the municipality Resolution must specify how the municipality will improve housing stock
Number of additional years allowed	4 years <i>(municipal resolution adopted 10/1/95 - 9/30/04)</i> <ul style="list-style-type: none"> Blight Rehabilitation/Conservation 3 years <i>(municipal resolution adopted after 10/1/04)</i> <ul style="list-style-type: none"> Blight Rehabilitation/Conservation Industrial Mixed-use <i>(municipal resolution adopted after 11/29/17)</i> <ul style="list-style-type: none"> Environmental Remediation 	3 years	1 year
Availability	TIDs listed above created under 66.1105, Wis. Stats.	Any TID created under 66.1105, Wis. Stats. with a municipal resolution before 10/1/14	Any TID created under 66.1105, Wis. Stats.
Exclusions	<ul style="list-style-type: none"> TID with municipal resolution adopted before 10/1/95 Industrial TID with municipal resolution adopted 10/1/95 - 9/30/04 Town TID created under 60.85, Wis. Stats. Environmental Remediation TID created under 66.1106 Wis. Stats. on or before 11/29/17 Any donor Industrial or Mixed-use TID with municipal resolution adopted after 10/1/04 	<ul style="list-style-type: none"> TID with municipal resolution adopted after 9/30/14 under 66.1105, Wis. Stats. Town TID created under 60.85, Wis. Stats. Environmental Remediation TID 	<ul style="list-style-type: none"> Town TID created under 60.85, Wis. Stats. Environmental Remediation TID with municipal resolution adopted on or before 11/29/17 under 66.1106, Wis. Stats.
Required resolution**	Joint Review Board	Joint Review Board	Municipal
Information for resolution approval	<ul style="list-style-type: none"> Documents show the TID cannot repay project costs within its maximum life If an independent audit is provided, the JRB must approve the extension 	<ul style="list-style-type: none"> Documents show the TID increments were negatively impacted by 2013 Act 145 If an independent audit is provided, the JRB must approve the extension 	Documents show the TID has paid all its project costs
Law reference	66.1105(7)(am)1, 2, 3	66.1105(7)(am)4	66.1105(6)(g)

* Affordable housing means housing that costs no more than 30 percent of the household's gross monthly income
 **Email a scanned copy of the adopted resolution to tif@wisconsin.gov. Contact us with comments or questions: tif@wisconsin.gov

Item # 10



Section	Length	Owernship	Split	City WD	Newport	Del Prairie	
1	578	City WD/Newport	50/50	289	289	0	
2	711	City WD/Del Prairie	50/50	355.5	0	355.5	
3	1291	City WD	100	1291	0	0	
4	331	City WD/Del Prairie	50/50	165.5	0	165.5	
5	1066	Del Prairie	100	0	0	1066	
Total	3977			2101	289	1587	<input type="text"/>
Percentage of Ownership				53%	7%	40%	<input type="text"/>
02/04/2020 per discussion w/ Dan McFarland							
Pulverize and pave estimates			\$ 140,000.00				
TRIP Funding acquired by Del Prairie			\$ 43,000.00				
Net estimated Costs			\$ 97,000.00	\$ 51,243.90	\$ 7,048.78	\$ 38,707.32	<input type="text"/>

20 Feb 20

**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.

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.

CITY OF WISCONSIN DELLS

Dated: _____, 2020.

Edward Wojnicz, Mayor

Dated: _____, 2020.

Nancy R. Holzem, Clerk/ Administrative
Coordinator

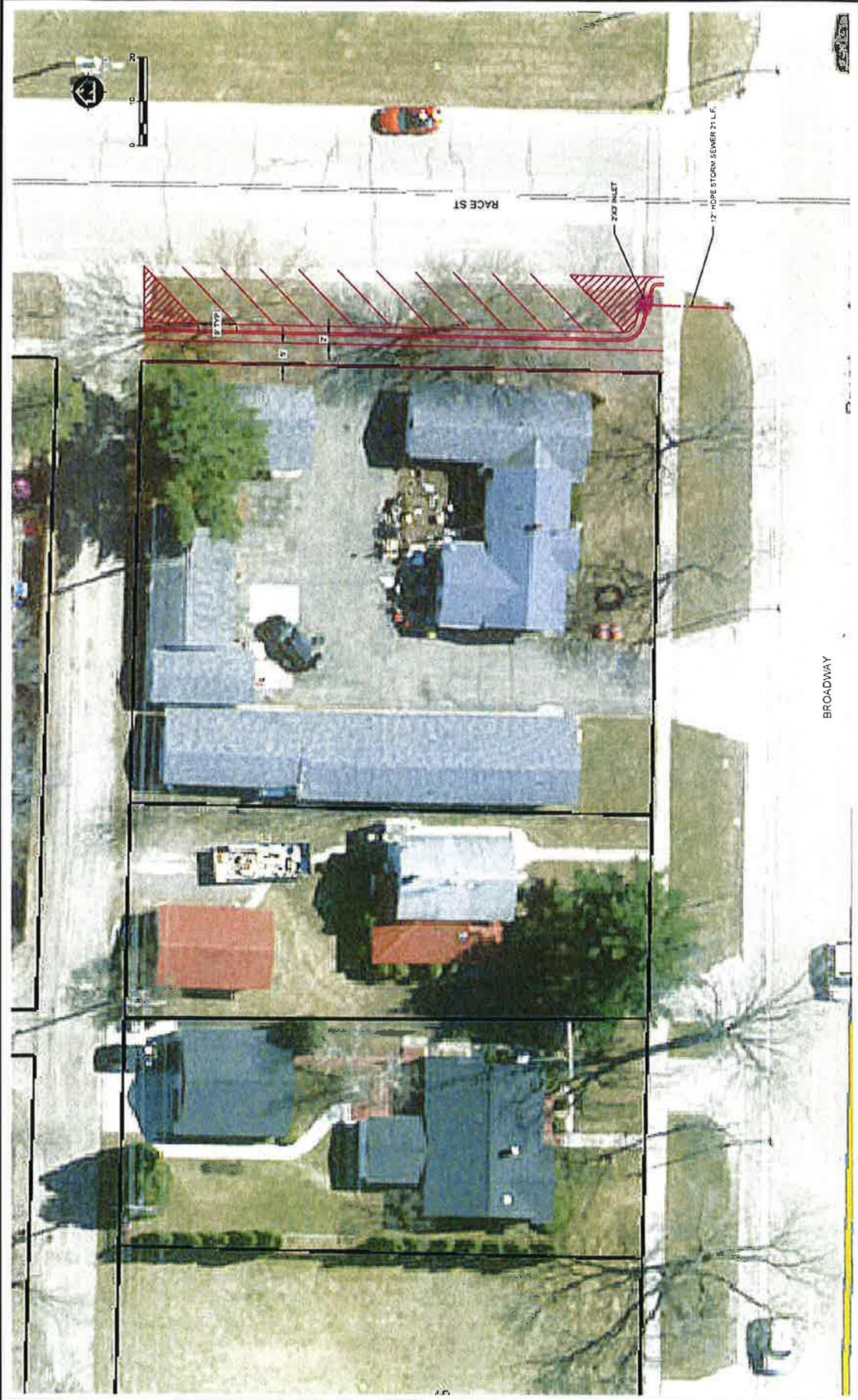
SPORTS IMPRESSIONS, LTD.

Dated: _____, 2020.

By: _____
Its: _____

EXHIBITS

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



PROJECT NO.	0095022	DATE	1
CONCEPT PLAN			
925 RACE ST PARKING CONCEPT CITY OF WISCONSIN DELLS COLUMBIA COUNTY			
DESIGNED BY	DATE	SCALE	DATE
DRAWN BY	DATE	SCALE	DATE
CHECKED BY	DATE	SCALE	DATE
 MSA MUNICIPAL SOLUTIONS CONSULTING PLANNING ENGINEERING SURVEYING 1320 OAK BURNING, BARABAS, WI 53113 (608) 771-1111 www.msa.com			

- 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
Total	\$1,100,000			\$155,655

14% Incentive

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

Tax Years	Years	925 Broadway Tax Increment
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
Total Incentive Recouped:	*TIF paid back in 7 years	\$165,984

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