

CITY OF WISCONSIN DELLS MEETING AGENDA

MEETING DESCRIPTION: FINANCE COMMITTEE
DATE: Tuesday, July 21, 2020 **TIME:** 6:00 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 June 15, 2020 Meeting Minutes		
3	Discussion and Decision on the Schedule of Bills Payable dated July 21, 2020; and any other related Financial Information		
4	Discussion and Decision on the Right-of-Way Dedication & Public Improvements Agreement with the Peter & Ann Tollaksen Living Trust and Allen & Nanya Pentell		
5	Discussion and Decision to Approve a Resolution Waiving the Interest and Penalties on Sauk County Property Tax Payment Installments Due on or after April 1 st , 2020 consistent with Act 185		
6	Discussion and Decision to Approve the 2021 Budget Timeline		
7	Discussion and Decision to Approve Amendment 1 to Small Cell Master License Agreement with Cellco Partnership (Verizon)		
8	Discussion and Decision to Approve the Cost Estimate Submitted by Adams County Highway Dept for Ditch Work Along Hwy 13 Near Woodside Sports		
9	Items for Referral		
10	Adjourn		
ALD. BRIAN HOLZEM, CHAIRMAN			
POSTED AND DISTRIBUTED: 7/17/2020			
<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
JULY 21, 2020
TUESDAY
COMMON COUNCIL

10	GENERAL FUND	\$ 144,900.57
13	DEBT SERVICE FUND	\$ -
14	CAPITAL PROJECTS FUND	\$ 37,682.21
22	ROOM TAX FUND	\$ 41,057.59
24	PRT FUND	\$ 1,568,244.58
26	FIRE SERVICE FUND	\$ 10,393.14
27	RIVER & BAY FUND	\$ 704.26
28	RIVER ARTS DISTRICT	\$ -
50	PARKING UTILITY FUND	\$ 9,719.15
53	SEWER FUND	\$ 41,326.41
52	WATER FUND	\$ 56,453.15
59	ELECTRIC FUND	\$ 639,770.67

Total Payables: \$ 2,550,251.73

15 July 20

Right-of-Way Dedication & Public Improvements Agreement

This Right-of-Way Dedication & Public Improvements Agreement is by and between the City of Wisconsin Dells (the "City") and the following parties which own the following lands in the City (the "Property Owners"):

<u>Property Owners:</u>	<u>Parcel Number: 291-</u>
Tollaksen Trust	0130
Pentell	0089-5

1. Attached as Exhibit A is a Sauk County Tax Parcel Map which shows the location of the Property Owners lands in the City affected by and subject to this Agreement.
2. Property Owners lands are located in the City Tax Increment District (TID) #2.
3. In 2020/21 City will engage in development activities in TID #2 including, without limitation, mobilization, construction and installation of public improvements and utilities including, without limitation, roads, recreational trails, sidewalk, curbs, gutter, water, sanitary sewer, storm water and electric.
4. Property Owners will dedicate public right-of-way in which the City will construct and install public improvements.
5. In consideration for the dedication of lands for public right-of-way City agrees that it will not charge or assess Property Owners or their lands for the costs of constructing public improvements, streets and roads associated with the 2020/21 project within the lands dedicated by the Property Owners.
6. The City, in its sole discretion, shall determine the time at which the public improvements will be installed and completed and the schedule therefore.

15 July 20

7. The Property Owners shall grant the City such temporary construction easements as are reasonably necessary to effectuate this Agreement.
8. At no cost or expense to the City, and for no compensation other than the installation of the public improvements which will benefit and serve their land, the property owners dedicate and convey to the City the lands depicted in Plat of Survey attached as Exhibit B and legally described in Exhibit C.
9. City accepts the dedication and conveyance.
10. The laws of the State of Wisconsin shall govern this Agreement. Venue for any disputes shall be the Sauk County Circuit Court.
11. This writing, including all exhibits, constitutes the entire agreement between the parties with respect to this matter and all prior letters of intent or offers, if any, are hereby terminated.
12. This agreement may be amended only by a written agreement by and between the affected parties.

15 July 20

CITY OF WISCONSIN DELLS

Dated: _____, 2020.

Edward Wojnicz, Mayor

Dated: _____, 2020.

Nancy R. Holzem, Clerk/ Administrative
Coordinator

PROPERTY OWNERS

**PETER R. & ANN M. TOLLAISEN
LIVING TRUST**

Dated: _____, 2020.

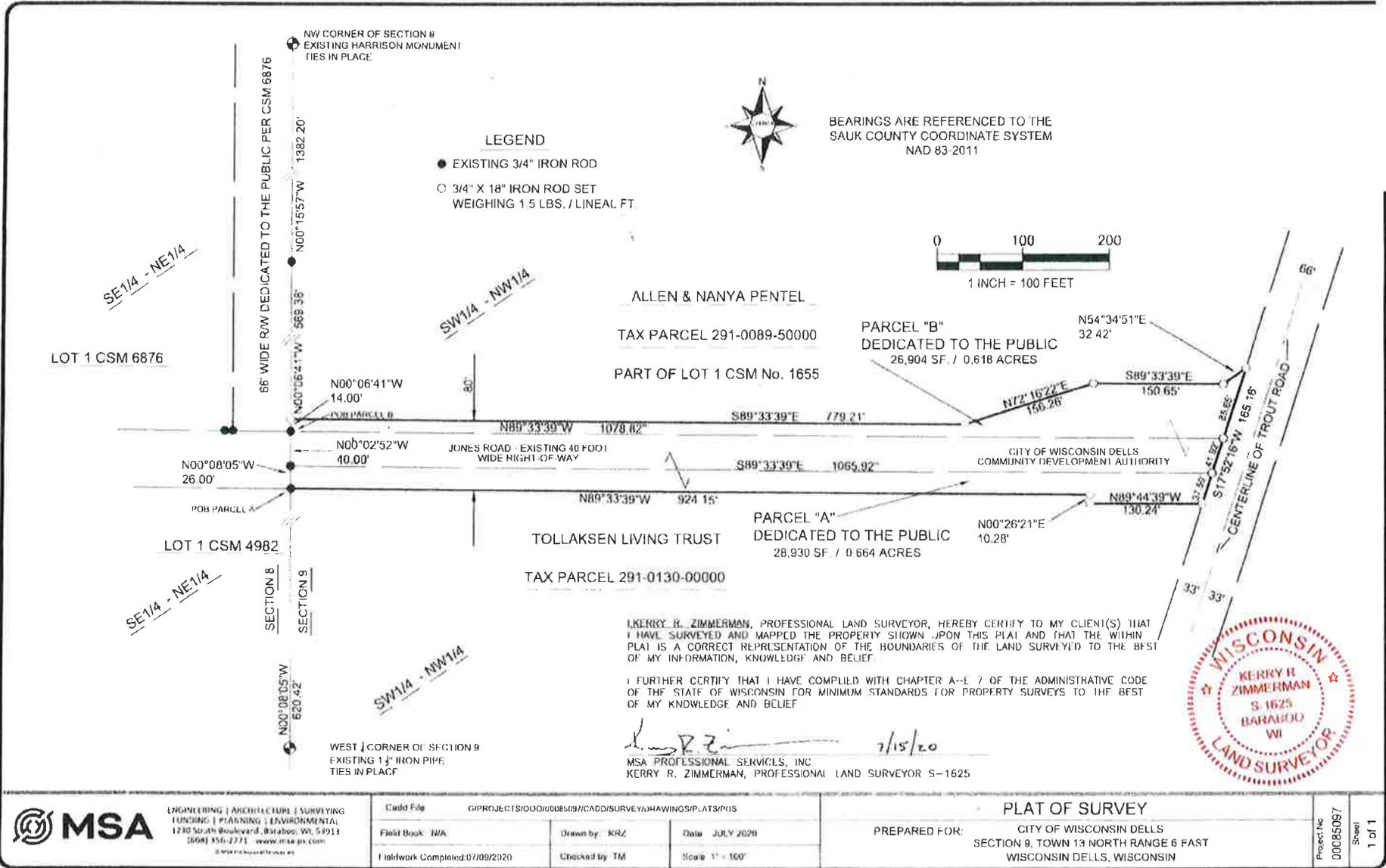
By: _____
Its: _____

Dated: _____, 2020.

Allen M. Pentell

Dated: _____, 2020.

Nanya Pentell



ENGINEERING | ARCHITECTURE | SURVEYING
FUNDING | PLANNING | ENVIRONMENTAL
1230 South Boulevard, Baraboo, WI, 53913
(608) 356-2771 www.msa-inc.com

Card File	G:\PROJECTS\000\0008\09\CADD\SURVEY\DRAWINGS\PLATS\POS		
Field Book	N/A	Drawn by:	KRZ
Fieldwork Completed:	07/09/2020	Checked by:	TM
		Date:	JULY 2020
		Scale:	1" = 100'

PLAT OF SURVEY

PREPARED FOR: CITY OF WISCONSIN DELLS
SECTION 8, TOWN 13 NORTH RANGE 6 EAST
WISCONSIN DELLS, WISCONSIN

Project No.	00085097
Sheet	1 of 1

Exhibit C

Legals of Pentel & Tollaksen Dedications

PARCEL A
LEGAL DESCRIPTION
TOALLAKSEN LIVING TRUST

A parcel of land located in the southwest one-quarter of the northwest one-quarter of Section 9, Town 13 North, Range 6 East, City of Wisconsin Dells, Sauk County, Wisconsin, described as follows:

Commencing at the west one-quarter corner of Section 9; thence $N00^{\circ}08'05''W$, along the east line of Lot 1 of Certified Survey map No. 4982, 620.42 feet to the point of beginning; thence continuing $N00^{\circ}08'05''W$, 26.00 feet to a point on the south right-of-way line of Jones Road; thence $S89^{\circ}33'39''E$ along the south right-of-way line of Jones Road 1065.92 feet to its intersection with the westerly right-of-way line of Trout Road; thence $S17^{\circ}52'16''W$ along the westerly right-of-way line of Trout Road, 37.59 feet; thence $N89^{\circ}44'39''W$, 130.24 feet; thence $N00^{\circ}26'21''E$, 10.28 feet; thence $N89^{\circ}33'39''W$, 924.15 feet to the point of beginning.

Said parcel contains 28,930 square feet or 0.664 acres, more or less and is subject to all easements and rights-of-way of record.

PARCEL B
LEGAL DESCRIPTION
ALLEN & NANYA PENTEL

A parcel of land located in the southwest one-quarter of the northwest one-quarter of Section 9, Town 13 North, Range 6 East, City of Wisconsin Dells, Sauk County, Wisconsin, described as follows:

Commencing at the west one-quarter corner of Section 9; thence $N00^{\circ}08'05''W$, along the east line of Lot 1 of Certified Survey map No. 4982 and the northerly extension thereof 646.42 feet; thence $N00^{\circ}02'52''W$, 40.00 feet to a point on the north right-of-way line of Jones Road and the point of beginning; thence $N00^{\circ}06'41''W$, 14.00 feet; thence $S89^{\circ}33'39''E$, 779.21 feet; thence $N72^{\circ}16'22''E$, 156.26 feet; thence $S89^{\circ}33'39''E$, 150.65 feet; thence $N54^{\circ}34'51''E$, 32.42 feet to a point on the westerly right-of-way line of Trout Road; thence $S17^{\circ}52'16''W$ along the westerly line of Trout Road, 85.65 feet to its intersection with the north right-of-way line of Jones Road; thence $N89^{\circ}33'39''W$ along the north right-of-way line of Jones Road, 1078.82 feet to the point of beginning.

Said parcel contains 26,904 square feet or 0.618 acres, more or less and is subject to all easements and rights-of-way of record.

**CITY OF WISCONSIN DELLS
RESOLUTION NO. _____**

*Waiving Interest and Penalties on SAUK County Property Tax Payment Installments
Due on or After April 1, 2020*

WHEREAS, in December, 2019, a novel strain of coronavirus known as COVID-19 was detected, and COVID-19 has continued to spread throughout the world, including to the United States and the State of Wisconsin ("COVID-19 Pandemic"); and

WHEREAS, the federal government, state governments, and local governments are working together to contain the further spread of the disease and treat existing cases; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services declared a Public Health Emergency, on March 11, 2020, the World Health Organization declared COVID-19 a pandemic, on March 12, 2020 the Governor of the State of Wisconsin declared a Health Emergency in the State, and on March 17, 2020, Sauk County (the "County") declared a state of emergency under authority granted by Wis. Stats. Chap. 323; and

WHEREAS, the federal government has enacted various laws and regulations in response to the COVID-19 Pandemic including, without limitation, the Families First Coronavirus Response Act and the Coronavirus Aid, Relief, and Economic Security Act; and

WHEREAS, because of the COVID-19 Pandemic, on March 24, 2020, Secretary-designee Andrea Palm of the Wisconsin Department of Health Services issued Emergency Order #12, Safer at Home Order ("Safer at Home Order") requiring that everyone in Wisconsin stay at their home or place of residence except in limited circumstances until April 24, 2020; and

WHEREAS, on April 16, 2020, Secretary-designee Palm extended the Safer at Home Order, with certain modifications, to May 26, 2020, pursuant to Emergency Order #28; and

WHEREAS, the federal, state, local and individual responses to the COVID-19 Pandemic and the uncertainty as to the effectiveness of those responses in mitigating the duration of the COVID-19 Pandemic have created economic hardship and uncertainty for the City of Wisconsin Dells business community, households throughout the municipality and for every property taxpayer; and

WHEREAS, prominent economists have predicted record level unemployment rates for the coming months and this prediction suggests that City of Wisconsin Dells residents will also experience record level unemployment rates in the coming months, and an unprecedented number of businesses and employers throughout the State and in the County have been required to suspend operations; and

WHEREAS, in response to the COVID-19 Pandemic, the various federal laws and regulations implemented as a result of the COVID-19 Pandemic, and the various emergency

orders and regulations implemented by state and local governments, on April 15, 2020, the Wisconsin Legislature enacted 2019 Wisconsin Act 185 ("Act 185"), which Governor Evers signed on April 16, 2020; and

WHEREAS, Section 105(25) of Act 185 authorizes, among other things, the County to adopt a resolution enabling taxation districts in the County to waive interest and penalties on 2020 property tax installment payments due and payable after April 1, 2020, until October 1, 2020; and

WHEREAS, a resolution authorizing the above referenced waiver must also establish criteria for determining hardship that would qualify a property tax payer for the waiver; and

WHEREAS, the County's authorization for a taxation district to implement the above referenced waiver is contingent upon a taxation district adopting a resolution in similar form and content as to the County's resolution; and

WHEREAS, the County has adopted a resolution authorizing taxation districts in the County to implement the above-referenced waiver; and

WHEREAS, the City of Wisconsin Dells desires to waive interest and penalties on 2020 SAUK COUNTY property tax installment payments due and payable after April 1, 2020, until October 1, 2020

WHEREAS, pursuant to Section 105(25) of Act 185, this Resolution is intended to waive interest and penalties on SAUK COUNTY installment payments of property taxes due and payable after April 1, 2020, in a manner consistent with Act 185 and declare that all property taxpayers in the City of Wisconsin Dells are experiencing hardship as a result of the economic conditions associated with the COVID-19 Pandemic, the various federal laws and regulations implemented as a result of the COVID-19 Pandemic, the various emergency orders and regulations implemented by state and local governments, and Act 185; and

WHEREAS, while the plain language of Section 105(25) of Act 185 allows for either a general or a "case-by-case" finding of hardship to qualify for the above referenced waiver of interest and penalties, the County has only authorized a taxation district to waive interest and penalties for all property taxpayers in the County otherwise eligible for waiver under Section 105(25) of Act 185 on a finding of general hardship based upon the economic conditions described in this Resolution, which the City of Wisconsin Dells Common Council determines has adversely affected all taxpayers in the City of Wisconsin Dells; and

NOW THEREFORE BE IT RESOLVED that pursuant to Section 105(25) of Act 185, the Wisconsin Dells Common Council hereby finds and authorizes the following:

1. Because of the COVID-19 Pandemic, the various federal laws and regulations implemented as a result of the COVID-19 Pandemic, the various emergency orders

and regulations implemented by state and local governments, and Act 185, the Common Council finds that city property taxpayers may be experiencing hardship as that term is used in Section 105(25) of Act 185.

2. The City of Wisconsin Dells hereby waives interest and penalties for SAUK COUNTY property taxes payable in 2020 for an installment payment that is due and payable after April 1, 2020. This Resolution waives interest and penalties as provided in Section 105(25) of Act 185 for all SAUK COUNTY property taxpayers in the City of Wisconsin Dells such that the waiver is available to all SAUK COUNTY property taxpayers in the City of Wisconsin Dells. Notwithstanding the foregoing, nothing in this Resolution waives interest and penalties for SAUK COUNTY property taxes payable in 2020 for an installment payment that was due and payable prior to April 1, 2020, except as otherwise permitted under applicable law.
3. The County has confirmed that upon adoption of this Resolution, the County will settle in full with the City of Wisconsin Dells on August 20, 2020, as provided under Wis. Stat. § 74.29(1).
4. City of Wisconsin Dells officers are authorized and directed to assist the County in the interpretation, application and implementation of this Resolution and Section 105(25) of Act 185.

BE IT FURTHER RESOLVED that all actions heretofore taken by the Common Council and other appropriate public officers and agents of the City of Wisconsin Dells with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

Dated this 21st of July, 2020.

Edward E. Wojnicz, Mayor

Attest:

Nancy R. Holzem, City Clerk, Coordinator

CITY OF WISCONSIN DELLS 2021 BUDGET TIMELINE	
DATE	ITEM
Friday, July 31, 2020	Distribute General Fund Operating Budget Worksheets
Friday, September 18, 2020	General Fund Operating Budget Worksheets Returned
	Updates for Schedule of Fees
Tuesday, October 6 & 13, 2020	Finance Committee Review & Approval: 1:30 PM General Fund Operating Budget Worksheets Debt Service Fund & Outlay/PRT Requests
Monday, October 19, 2020	Finance Committee Review & Approval - 6:00 PM
Thursday, November 5, 2020	Publish General Fund, Debt Service Fund Budgets
Monday, November 16, 2020	Public Hearing on 2021 Budget - 6:30 PM

**AMENDMENT 1 TO THE "SMALL CELL"
MASTER LICENSE AGREEMENT**

THIS FIRST AMENDMENT TO THE "SMALL CELL" MASTER LICENSE AGREEMENT ("Amendment") is entered into this ____ day of _____, 20__ (the "First Amendment Effective Date") by and between the City of Wisconsin Dells ("Licensor"), and Cellco Partnership d/b/a Verizon Wireless (successor in interest to Verizon Wireless Personal Communications LP) ("Licensee"). Licensor and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

Whereas, Licensor and Licensee had previously entered into the "Small Cell" Master License Agreement (the "Agreement");

Whereas, Cellco Partnership d/b/a Verizon Wireless, an affiliated entity of Verizon Wireless Personal Communications LP, was assigned all rights, interests, and obligations of the Agreement by Verizon Wireless Personal Communications LP in accordance with Section 15 of the Agreement; and

Whereas, the parties hereby wish to amend those terms as follows:

1. Small Wireless Facility shall have the meaning as set forth in Wisconsin Statute 66.0414(1)(u). Except as otherwise set forth in this Amendment, defined terms shall have the same meaning as set forth in the Agreement.
2. As of August 1, 2021, the parties wish to delete the first paragraph of Section 3 in its entirety and replace it with the following:
 - a. This Agreement shall be for an initial term of ten (10) years commencing upon the execution hereof by both Parties, and shall be automatically renewed for three additional successive five (5) year terms unless either party provides written notice to the other party of its intent not to renew not less than three (3) months in advance of the end of each term. Each Supplement shall be effective as of the date of execution by both Parties ("Supplement Effective Date") provided, however, the initial term of each Supplement shall be for five (5) years and shall commence on the first day of the month following the day that LICENSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due in the amounts set forth in Section 3(b) below.
 - b. Licensee shall pay the following fees under this Agreement:
 - i. One-Time Application Fee: Licensor may charge one of the following fees for an application under this Agreement: (i) \$500 for an application that

- includes five or fewer Small Wireless Facilities, (ii) \$500 plus \$100 for each additional Small Wireless Facility after the fifth for an application that includes more than 5 Small Wireless Facilities, or (ii) \$1,000 for an application that includes the installation of a Small Wireless Facility and a new or replacement Pole to which it will be attached.
- ii. Licensors Pole Recurring Fee: Licensor may charge \$250 per Licensor owned or controlled Pole per year.
 - iii. ROW Administration Recurring Fee: Licensor may charge \$20 per year for each Small Wireless Facility installed by Licensee under this Agreement.
 - iv. For purposes of determining the total annual fee applicable to a Licensor owned or controlled pole for a partial calendar year in which the Commencement Date occurs in a month other than January, the total fee will be a pro-rated amount equal to the product obtained by multiplying 1/12th of the annual fee by the number of months remaining in such year.
 - v. Licensor may adjust the rates described in this Section by 10 percent as of July 10, 2024 and every fifth anniversary thereafter, rounded to the nearest multiple of \$5.
 - vi. Except as provided in this Agreement, the Licensor shall not require any other or additional recurring fees, costs, or charges of any kind.
- c. Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.
 - d. LICENSOR hereby warrants to LICENSEE that LICENSOR holds good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits under each Supplement; LICENSOR shall provide upon request a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement or a Supplement; and (iii) will provide other documentation requested by LICENSEE as appropriate. In the event that LICENSOR transfers any interest in or title to the Property, or any Supplement or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LICENSOR shall provide to LICENSEE appropriate Rental Documentation as described above within thirty (30) days of obtaining an interest in said Property, Supplement or this Agreement. All documentation shall be acceptable to LICENSEE in LICENSEE's reasonable discretion. Delivery of Rental Documentation to LICENSEE shall be a prerequisite for LICENSEE to send rental payments and notwithstanding anything to the contrary herein or in any Supplement, LICENSEE shall have no obligation to send any rental payments until Rental Documentation has been supplied to LICENSEE as provided herein, provided however, that rent will continue to accrue until such

time as LICENSEE receives the Rental documentation. Within thirty (30) days of a written request from LICENSEE, LICENSOR or any assignee(s) or transferee(s) of LICENSOR agrees to provide updated Rental Documentation of the types described above.

- e. If, at any time during the term of this Agreement or any Supplement, LICENSOR determines that the location of the Pole and the communication facility mounted thereon interferes with the ongoing municipal operations of the LICENSOR, LICENSOR shall have the right to terminate the Supplement applicable to that location, with not less than six (6) months' advance notice, provided that LICENSOR allows LICENSEE to execute a new Supplement allowing relocation of the communications facility to another location providing comparable service for LICENSEE's purposes.
3. As of the First Amendment Effective Date, the following Section 24 is added to the Agreement:
 - a. If any applicable state or federal laws change due to a final, non-appealable order or court decision during the term of this License and such change makes any term of this Agreement inconsistent with the effective Laws, then the parties agree to promptly amend this Agreement as reasonably required to accommodate and/or ensure compliance with any such legal change.
 - b. This Agreement is not intended to in any way limit or waive either Party's present or future rights under applicable state and federal law.
 4. Miscellaneous. This Amendment may be executed in counterparts. A scanned or electronic copy shall have the same legal effect as an original signed version. The Parties represent and warrant that the individuals executing this Amendment are duly authorized.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed, or caused their respective duly authorized representatives to execute, this Agreement as of the day and year listed below.

CITY OF Wisconsin Dells

CELLCO PARTNERSHIP

(Signature)

Printed Name:

Title:

Date:

(Signature)

Printed Name:

Title:

Date:

APPROVED AS TO FORM:

City Attorney



ADAMS COUNTY HIGHWAY DEPARTMENT
 1342 County Road F
 Adams, WI 53910
 Phone (608) 339-3355
 Fax (608) 339-4983

COST ESTIMATE

Proposal Submitted To:
City of Wis Dells - C/O David Holzem
 Street:
1680 Broadway Rd
 City, State, & Zip
Wis Dells, WI 53965
 Phone: 608-253-2542 Date: June 2nd 2020

We hereby submit specifications and estimate for: **City of Wis Dells / Woodside Ranch Ditching Project**

- **Install RipRap ditch checks and establish new ditch profile per plan set provided**
- **Final cost based on total time & materials**

We hereby Propose to furnish material, equipment, and labor – complete in accordance with above specifications, for the sum of:

\$10,377.81

Authorized Signature:

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

NOTE: We may withdraw this proposal if not accepted within 60 days.

ACCEPTANCE OF PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance

Signature _____

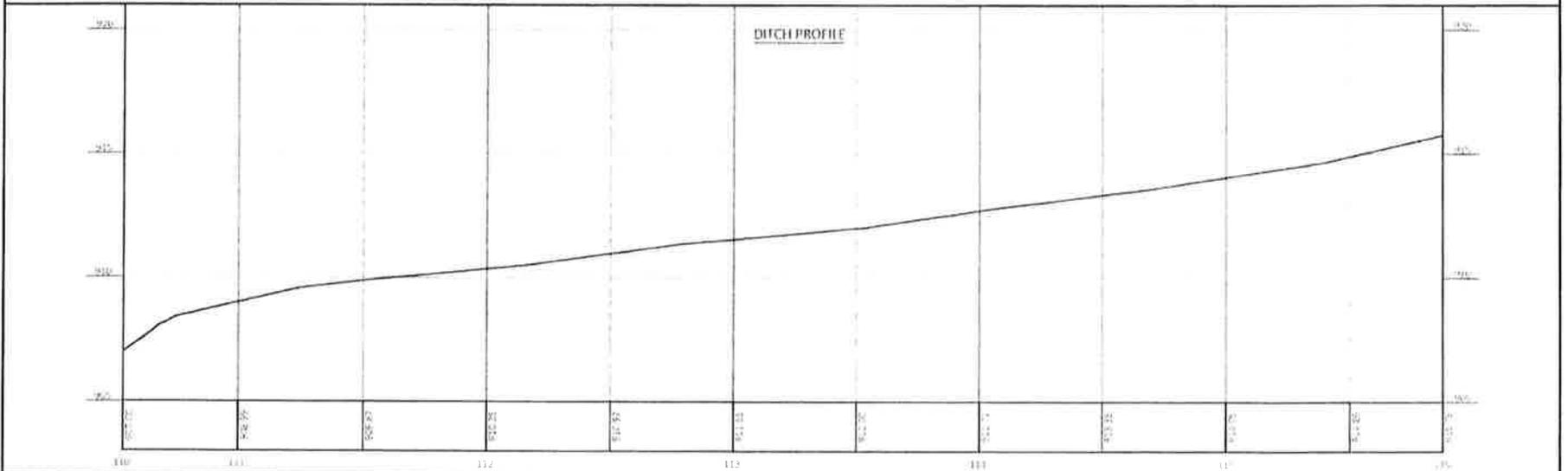
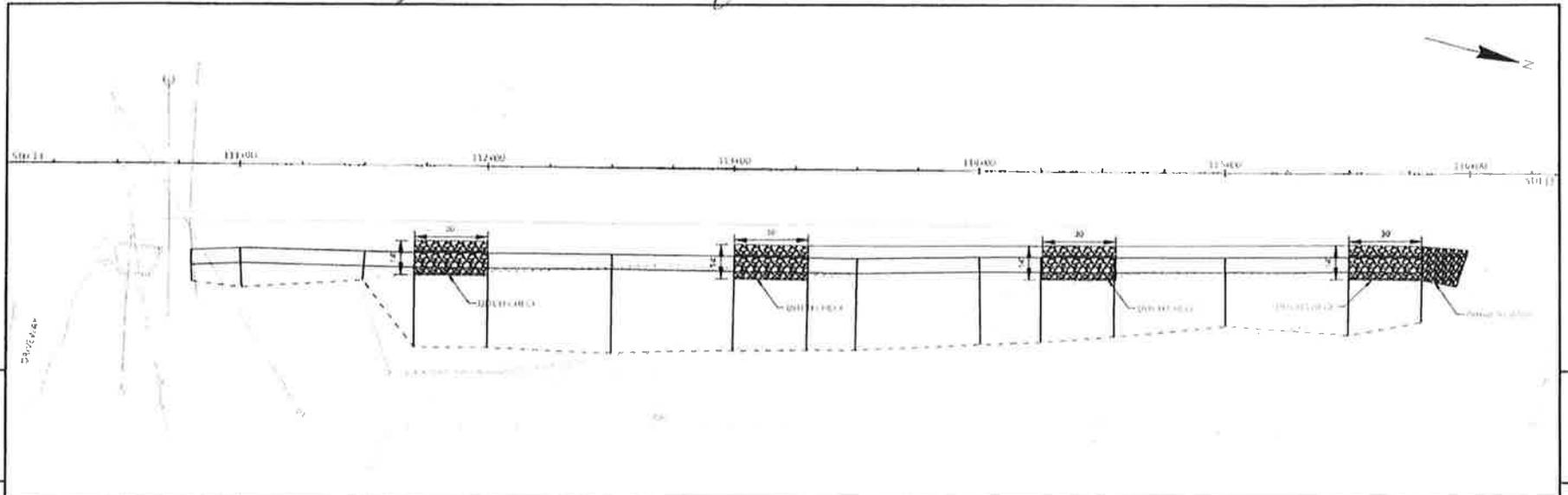
Printed Name _____

Date of Acceptance

Signature _____

Printed Name _____

(R) Increased # of ditch checks from 2 to 4



PROJECT NO: XXXX-XX-XX	HWY: STH 13	COUNTY: ADAMS	PLAN AND PROFILE: WOODSIDE RANCH DITCH WORK	SHEET: E
------------------------	-------------	---------------	---------------------------------------------	-----------------

(R) Widened ditch checks from 12' to 14'

2

2

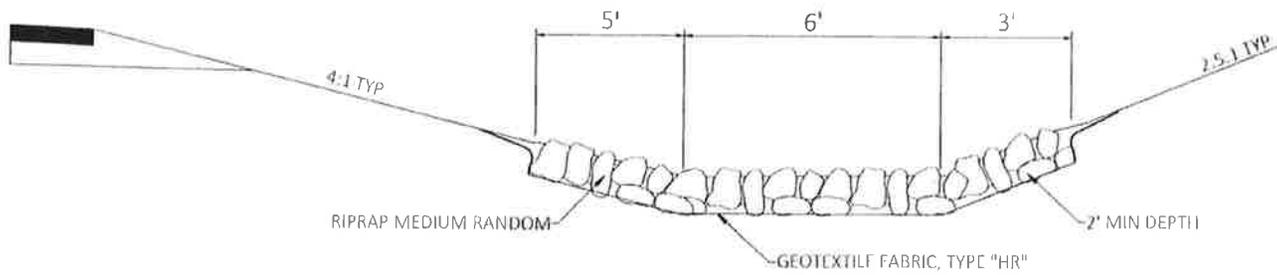
RIPRAP DITCH CHECK DETAIL

STA 111+70 - 112+00

STA 113+00 - 113+30

STA 114+25 - 114+55

STA 115+50 - 115+80



PROJECT NO. XXXX-XX-XX

HWY: 5TH 13

COUNTY ADAMS

RIPRAP DITCH CHECK DETAIL

SHEET

E