

CITY OF WISCONSIN DELLS MEETING AGENDA

Meeting Description : COMMON COUNCIL MEETING
 Date: MONDAY, MAY 20, 2019 Time: 7:00PM Location: MUNICIPAL BUILDING COUNCIL CHAMBERS - 300 LA CROSSE STREET, WISCONSIN DELLS, WI

MAYOR		COUNCIL MEMBERS		
		FIRST DISTRICT	SECOND DISTRICT	THIRD DISTRICT
Edward Wojnicz		Jesse DeFosse	Mike Freel	Ben Anderson
		Brian Holzem	Terry Marshall	Dan Anchor
OPENING				
1	Call to Order & Roll Call Attendance			
2	Pledge of Allegiance			
3	Approval of Consent Agenda Items: <ul style="list-style-type: none"> a. April 16, 2019 Common Council Meeting Minutes b. Schedule of Bills Payable dated May 20, 2019 c. Applications for Bartender Licenses 			
AGENDA ITEMS				
4	Public Comment/Citizen Appearances for Any Non-Agenda Item			
5	American Legion Auxiliary Poppy Month Proclamation			
6	Application for Temporary Class B Beer License Submitted by Kilbourn Fire Department for Fireman's Dance Saturday, June 22, 2019			
7	Application for Special Events Permit Submitted by Ed Saari for Corvette Parade/Parking Saturday, June 8, 2019			
8	Application for Special Events Permit Submitted by Che Arbizu/Blue Knights Chapter 18 for Blue Knights Inaugural Bike Show Saturday, August 17, 2019			
9	Application for Special Events Permit Submitted by Fiorella Neira/Downtown Dells Association for Riverwalk Days August 24-25, 2019			
10	Applications for Renewal of Seasonal Workforce Housing Facility Licenses			
11	Application for Renewal of Seasonal Workforce Housing Facility License Submitted by Fairview, with contingencies (Public Hearing on recommendation to deny license was held before the Plan Commission on May 13, 2019)			
RESOLUTIONS				
12	Resolutions to Approve the Following Regarding the Riverwood Eagle's Nest Senior Community Development: <ul style="list-style-type: none"> a. Utility Occupancy License Agreement b. Riverwood Eagle's Nest Modification Agreement 			
13	Resolution to Approve the Purchase of a Digger Derrick Electric Utility Truck			
14	Resolution to Approve the Site Plan Application Submitted by Wisconsin Dells School District for Construction of a New High School on Parcel 291-0026-12000			
15	Resolution to Approve a Conditional Use Permit to Jay Hansen in Order to Allow Overnight Lodging at 1222 River Road (Parcel 11291-350.1) with Contingencies			
16	Resolution to Approve a Conditional Use Permit to Richard Clark in Order to Allow an Amusement Ride in Excess of 45ft in Height; a Walk-up Service Window; and Commercial Activity Without a Permanent Building Equipped with a Washroom at 2040 Wisconsin Dells Parkway (Parcel 291-0148-00000) With Contingencies			

CITY OF WISCONSIN DELLS
APPLICATION FOR OPERATOR'S (BARTENDER) LICENS

ITEM 3c.

Per Wis. SS 125.32(2) and 125.68(2) and City Code 16.12(5)
SEE BACK SIDE OF APPLICATION FOR IMPORTANT INFORMATION.

FOR OFFICE USE ONLY

Current Licensing Period: July 1, 2018 to June 30, 2020 Amount Paid: \$ 60.00 Receipt No. 68734

Council Date Granted: _____ Police Dept Verification: 5/6/19 By: AS

License #: _____ Date Issued: _____ Police Chief Recommendation: Approve: X Deny: _____

New \$60 (attach Beverage Server Training Cert.) Renewal \$60 Temp. \$10 (Event Dates: _____)

Name Chiribuca Lacramioara L
Last First Middle
Home Address 440 Pioneer Dr WISCONSIN DELLS WI 53965
Street City State Zip

Mail License to (if different from Home Address): _____
Street City State Zip

Date of Birth: 04/29/1993 Drivers License # C6125209364903 State _____

Phone Number: 608 432 2625

List any other State(s) resided in within the last 5 years: _____

License to be used at (Name of Wisconsin Dells Business): MEXICALI ROSE

Have you been convicted of a felony? Yes No
Have you been arrested or convicted of any law or ordinance pertaining to alcohol or drugs? Yes No
Have you been arrested or convicted of any State, Federal or Local Laws (other than speeding tickets)? Yes No
Do you currently have any outstanding citations, parking tickets, and/or utilities owed to the City? Yes No

If you answered yes to any of the above questions, please list information below or on a separate page:

Date	Nature of Offense	County	State

Under penalty by law, I, the undersigned, state that I am the person named in this application and that I have read and made complete and truthful answers to each question. I agree to comply with all Federal, State and Local Laws, Resolution and Ordinances regarding the sale of alcohol beverages if a license is granted to me. I have read the back of the application and understand the parameters for denial of this license.

Signature of Applicant: [Signature] Date: 05/03/2019

Honi

CITY OF WISCONSIN DELLS
APPLICATION FOR OPERATOR'S (BARTENDER) LICENSE

Per Wis. SS 125.32(2) and 125.68(2) and City Code 16.12(5)
SEE BACK SIDE OF APPLICATION FOR IMPORTANT INFORMATION.

FOR OFFICE USE ONLY

Current Licensing Period: July 1, 2018 to June 30, 2020 Amount Paid: \$ 60.00 Receipt No. 68771
Council Date Granted: _____ Police Dept Verification: 5-8-19 By: RC + CH
License #: _____ Date Issued: _____ Police Chief Recommendation: Approve: _____ Deny: X

New \$60 (attach Beverage Server Training Cert.) Renewal \$60 Temp. \$10 (Event Dates: _____)

Name Dakota Honi B
Last First Middle
Home Address 126 Country Lane Wis. Dells WI 53965
Street City State Zip

Mail License to (if different from Home Address): N/A
Street City State Zip

Date of Birth: 08/02/1999 Drivers License # N/A State _____

Phone Number: (608) - 844 - 9637

List any other State(s) resided in within the last 5 years: Minnesota

License to be used at (Name of Wisconsin Dells Business): AmericInn by Wyndham

Have you been convicted of a felony? Yes No
Have you been arrested or convicted of any law or ordinance pertaining to alcohol or drugs? Yes No
Have you been arrested or convicted of any State, Federal or Local Laws (other than speeding tickets)? Yes No
Do you currently have any outstanding citations, parking tickets, and/or utilities owed to the City? Yes No

If you answered yes to any of the above questions, please list information below or on a separate page:

Date	Nature of Offense	County	State
<u>-2018</u>	<u>Child Abuse</u>	<u>Outagamie</u>	<u>WI</u>

Under penalty by law, I, the undersigned, state that I am the person named in this application and that I have read and made complete and truthful answers to each question. I agree to comply with all Federal, State and Local Laws, Resolution and Ordinances regarding the sale of alcohol beverages if a license is granted to me. I have read the back of the application and understand the parameters for denial of this license.

Signature of Applicant: Honi B Dakota Date: 04-04-19

CITY OF WISCONSIN DELLS POPPY MONTH PROCLAMATION

WHEREAS, America is the land of freedom, preserved and protected willingly and freely by citizen soldiers;

WHEREAS, millions who have answered the call to arms have died on the field of battle;

WHEREAS, a Nation at peace must be reminded of the price of war and the debt owed to those who have died in war;

WHEREAS, the red poppy has been designed as a symbol of sacrifice of lives in all wars;

WHEREAS, The American Legion Auxiliary has pledged to remind America annually of this debt through the distribution of the memorial flower;

THEREFORE, I, Edward E. Wojnicz, Mayor of the City of Wisconsin Dells, do hereby proclaim May 2019 as **American Legion Auxiliary Poppy Month** and ask that all citizens pay tribute to those who have made the ultimate sacrifice in the name of freedom by wearing the Memorial Poppy on these days.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the City of Wisconsin Dells.

Sealed and dated this 20th day of May, 2019.

Edward E. Wojnicz
Mayor

R# 68778
5-7-19

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

ITEM 6

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

FEE \$ 10.00

Application Date: _____

Town Village City of WISCONSIN DELLS

County of COLUMBIA

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

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

at the premises described below during a special event beginning 06/22/2019 and ending 06/22/2019 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

- 1. Organization** (check appropriate box) →
- Bona fide Club Church Lodge/Society
 - Chamber of Commerce or similar Civic or Trade Organization
 - Veteran's Organization Fair Association

(a) Name KILBOURN FIRE DEPT

(b) Address 712 OAK ST WISCONSIN DELLS, WI 53965
(Street) Town Village City

(c) Date organized 09/01/1891

(d) If corporation, give date of incorporation _____

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

(f) Names and addresses of all officers:

President PAT GAVINSKI

Vice President STEVE SMITH

Secretary LUCAS KILLICK

Treasurer LUCAS KILLICK

(g) Name and address of manager or person in charge of affair: JOSH ELFTMANN

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

(a) Street number 712 OAK ST

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? YES

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: FIREMANS DANCE. STREET DANCE WITH BEER STAND

3. Name of Event

(a) List name of the event KFD FIREMANS DANCE

(b) Dates of event 6/22/19

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

KILBOURN FIRE DEPT.
(Name of Organization)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____



**CITY OF WISCONSIN DELLS
APPLICATION FOR
SPECIAL EVENT and /or STREET CLOSING PERMIT**

ITEM 7

- Date Application Submitted: 5-1-2019 Application Fee \$160 Receipt No. 68930
- Application must be submitted to City Clerk no less than 10 days before the next Common Council meeting.
- Applications may not be amended after approval, unless done so by the Police Chief or designee.

1. Applicant Information

Applicant's Name Ed Saari
 Organization/Business (if any) Chula Vista Resort
 Address (include city/zip) 2501 RIVER Rd. - Wisconsin Dells, WI 53965
 Contact Phone Number 309-530-9235 Email Edsandbarb@gmail.com

2. Event Purpose

Event Name or Title: Corvette Adventures Repeat Event? Yes No
 Organization Associated with Event (if applicable) Chula Vista Resort Non-profit Event? Yes No
 Purpose of Event (Include detailed description of event/activities) Corvette driving event

3. Event Information & Assembly

Date(s) of the Actual Event June 6-8 2019
 Date/Time event will assemble JUNE 8th 10am Date/Time event will begin JUNE 8th 11am
 Time event will end JUNE 8th 11:30am Time event will disband JUNE 8th 1pm
 Event website (if any) WWW.CORVETTEADVENTURES.COM
 Name of contact person on day of event Ed Saari Cell 309-530-9235

LIST STREETS/AREA TO BE CLOSED - ATTACH MAP OF PROPOSED CLOSURES & INDICATE PROPOSED USES:

to be determined by Lt. PERRY MEYER

Number of Barricades Needed & Locations (if applicable) S/A

Will this event include: **Fireworks?** Yes No If yes, a Fireworks Display Permit is needed.

Beer/Wine Sales? Yes No If yes, a Temporary Class B Beer/Wine License is needed.

If yes, please list who will be obtaining those permits/licenses: _____

*Approximate maximum number in attendance at one time 200 Corvettes

Attendance estimate based on? PREVIOUS YEARS

Traffic Assistance Needed: Yes No If yes, location and time(s): Lead car plus other areas determined by Lt. Meyer

4. Entertainment/Amplified Music or Announcing

Any amplified music or announcing: Yes No

Describe entertainment area/location (if applicable) _____

5. Public Safety

Traffic Assistance Needed: Yes No If yes, location and time(s): as determined by Lt. MEYER

Police/Security Needed (may be assigned based on event details) No Yes, location & purpose _____

EMS / Fire Dept. Needed (may be assigned based on event details) No Yes, location & purpose _____

6. Sanitation & Utilities

Temporary Electric Service needed: Yes No

Number of bathroom stall accommodations, if required: ___ Men ___ Women ___ Unisex ___ Handicapped Accessible
NONE

7. Vendors

Merchandise and/ or Food Vendors: no ___ yes, approximate number: _____

8. Parking Impact

List the number of parking stalls, and/or what parking lot(s) that will be affected and during what time:
as determined by Lt. MEYER

Municipal Code Chapter 24 – Special Events Regulations

24.04 WHEN APPLICATION MUST BE MADE

A written application for a permit for any parade or special event shall be made by one of the organizers to the City Clerk on a form provided by the Clerk no less than 10 days in advance of the last regularly scheduled council meeting prior to the proposed event.

24.06 RECOMMENDATIONS OF GOVERNMENTAL AGENCIES

The Clerk shall submit a copy of the application to the Chief of Police and the Director of Public Works as well as any other affected departments. These departments shall report their findings to the Council at the next regularly scheduled Council meeting.

24.11 FEE

There shall be paid at the time of filing the application for a parade or special event permit a fee as established by resolution adopted pursuant to section 2.05.

24.12 CHARGE FOR INCREASED COSTS

Where the Police Chief and/or the Director of Public Works determines that the cost of municipal services incident to the staging of the parade or special event will be increased, the Council may require the permittee to pay an additional fee in the amount equal to the increased cost for the municipal services.

Applicant Signature

I hereby make an application for a Special Event and/or Street Closing Permit as detailed above. I agree to abide by the requirements of all City Ordinances and State Laws.

Print Name Ed Soari

Signature [Signature] Date 5/1/19

FOR OFFICE USE ONLY:

Date Application Received by City Clerk: _____

Clerk's Initials _____

Map provided

Amount Due _____

Date Paid: _____

Department Routing:

Police _____ Fire _____ DPW _____ EMS _____

Common Council Meeting Date _____: Approved Denied



Corvette Adventures
June 8, 2019
11:00am--1:00pm

11:00am Corvette Parade
1:00pm Street/Lots re-open

Road Construction Area

Parade Route

Corvette Assembly Area



CITY OF WISCONSIN DELLS
APPLICATION FOR
SPECIAL EVENT and /or STREET CLOSING PERMIT

ITEM 8

- Date Application Submitted: Application Fee \$160 Receipt No. 68364
Application must be submitted to City Clerk no less than 10 days before the next Common Council meeting.
Applications may not be amended after approval, unless done so by the Police Chief or designee.

1. Applicant Information

Applicant's Name Che Arbizu
Organization/Business (if any) Blue Knights Chapter 18
Address (include city/zip) N9475 Pine Valley Lane Wisconsin Dells WI
Contact Phone Number 6084322476 Email Che_arbizu@live.com

2. Event Purpose

Event Name or Title: Blue Knights Inaugural Bike Show Repeat Event? [X]Yes [X]No
Organization Associated with Event (if applicable) Blue Knights Chapter 18 Non-profit Event? [X]Yes [X]No
Purpose of Event (Include detailed description of event/activities) To raise money for Blue Knights "Bill Dreese Scholarship" and COPS concerns of police survivors and other charities.

3. Event Information & Assembly

Date(s) of the Actual Event Aug 17th - Saturday
Date/Time event will assemble Aug 17th 0700 Date/Time event will begin Aug 17th 0900
Time event will end 1800-2000 Time event will disband 2000
Event website (if any)
Name of contact person on day of event Che Arbizu Cell 608 432 2476

LIST STREETS/AREA TO BE CLOSED - ATTACH MAP OF PROPOSED CLOSURES & INDICATE PROPOSED USES:

PARKING LOT #2 AND THE FRONT OF THE KEG ALLEY TO ALLEY

Number of Barricades Needed & Locations (if applicable)

Will this event include: Fireworks? Yes [X]No If yes, a Fireworks Display Permit is needed.
Beer/Wine Sales? [X]Yes No If yes, a Temporary Class B Beer/Wine License is needed.

If yes, please list who will be obtaining those permits/licenses: Keith Kholer

*Approximate maximum number in attendance at one time 200-500

Attendance estimate based on? Guessing by attendance and by regular customer flow

Traffic Assistance Needed: Yes [X]No If yes, location and time(s):

4. Entertainment/Amplified Music or Announcing

Any amplified music or announcing: Yes No

Describe entertainment area/location (if applicable) The Property of the KEG

5. Public Safety

Traffic Assistance Needed: Yes No If yes, location and time(s): _____

Police/Security Needed (may be assigned based on event details) No Yes, location & purpose _____

EMS / Fire Dept. Needed (may be assigned based on event details) No Yes, location & purpose _____

6. Sanitation & Utilities

Temporary Electric Service needed: Yes No

Number of bathroom stall accommodations, if required: 2 Men 2 Women 1 Unisex _____ Handicapped Accessible

7. Vendors

Merchandise and/ or Food Vendors: _____ no yes, approximate number: 10

8. Parking Impact

List the number of parking stalls, and/or what parking lot(s) that will be affected and during what time:

PARKING STALL AREA #2 AND THE IMMEDIATE PARKING AREA IN FRONT OF THE KEG AND WINE BISTRO

Municipal Code Chapter 24 – Special Events Regulations

24.04 WHEN APPLICATION MUST BE MADE

A written application for a permit for any parade or special event shall be made by one of the organizers to the City Clerk on a form provided by the Clerk no less than 10 days in advance of the last regularly scheduled council meeting prior to the proposed event.

24.06 RECOMMENDATIONS OF GOVERNMENTAL AGENCIES

The Clerk shall submit a copy of the application to the Chief of Police and the Director of Public Works as well as any other affected departments. These departments shall report their findings to the Council at the next regularly scheduled Council meeting.

24.11 FEE

There shall be paid at the time of filing the application for a parade or special event permit a fee as established by resolution adopted pursuant to section 2.05.

24.12 CHARGE FOR INCREASED COSTS

Where the Police Chief and/or the Director of Public Works determines that the cost of municipal services incident to the staging of the parade or special event will be increased, the Council may require the permittee to pay an additional fee in the amount equal to the increased cost for the municipal services.

Applicant Signature

I hereby make an application for a Special Event and/or Street Closing Permit as detailed above. I agree to abide by the requirements of all City Ordinances and State Laws.

Print Name Che Arbizu

Signature Che Arbizu

Date _____

FOR OFFICE USE ONLY:

Date Application Received by City Clerk: _____

Clerk's Initials _____

Map provided

Amount Due _____

Date Paid: _____

Department Routing:

Police _____ Fire _____ DPW _____ EMS _____

Common Council Meeting Date _____: Approved Denied

We will host the 1st annual Blue Knights Chapter 18 Motorcycle show! This show will be part of our annual fundraising to raise money for Concerns of Police Survivors and The Bill Drees scholarship fund and other charitable donations we make throughout the year.

Financials: We will have a sliding budget to accommodate the amount of people that register and the accompanying facilities that may create. Obviously the more people the larger our budget will grow. .

Venue: The Venue will be at keg bar and grill and public parking behind the bar, the ideal would be to close off the section of street immediate in front of the Keg. The public parking adjacent to the bank would be ideal if we close the street other wise we will want to utilize the public parking immediately behind the Keg. This however would minimize our visibility and would be not ideal.

Insurance: We Will Talk to Keith about insurance on his property and if we have a section off his property pproved we would contact a insurance agent to make sure we had coverage on public street

Permits: City permits, electrical permits alcohol permits for serving outside We would like to have a large size tent and electricity set up the night prior for the day event.

Restrooms: Port a potty will be ordered if deemed necessary by event size with registration otherwise we will have 2 men's and two women located at the Keg and possibly more at new wine bar.

Barriers: We will either use 4ft high safety fence around the concert area and show area to minimize controlled access for control and in case we do it with alcohol

Traffic Control: For set up and shut down we will utilize all 8 entry and exit areas from our fenced off venue so we will not congest one entry and exit area.

Signs: We will have no parking signs made for the night prior to the event and have the show area bannered off prior. We will have restroom signs and no smoking areas. We will also have restroom signs so people will know where they are located.

Entertainment: Proposed Ideas: Tricycle races: set up cones have participants race maybe teams, Frozen shirt contest: Freeze t-shirts in Frozen Blocks of Ice for the event and participants need to smash the ice to get them, Beat the Beater, vehicle no fluids no glass people get to take a swing for a dollar for fund raising. Hot wheel or toy car painting contest for kids and adults with little trophies for participants for kids We also have a the state of Wisconsin DOT bringing in a motorcycle simulator . Hot wing eating contest, Nail driving contest for prizes.

On the minimum we will have a DJ going or with live entertainment Friday night at the Keg and if we can generate the funds, we would love to utilize the stage to have music and trophy presentation.

Donations: We will start soliciting donations as soon as we get a approval of either goods or time. We are a 501C and will provide our # for any and all donation solicitations and information about our scholarship and COPS and community events. Donors will be listed on our flyers and media thanking them for the generosity shown

Trophies: Trophies will be for best of class full custom semi-custom and it will also be for the people's choice. We will also want to do smaller trophies for kids activities and some of our games. .

Maps: A map of downtown dells with participating business highlighted that have either donated or have contributed in some way. We want local business to be involved in all aspects of this show by either vendor booths or sponsoring some of our games/contest. .

Advertising: Besides the large social media push we are going to have we will contact HOG groups COPS Harley Davidson and others to help push the information out. Depending on our success we may or may not pay for advertising on other media. Primarily we will go to bike nights and other events in the area to hand our flyers and registration information. .

Host Clubs: Blue Knights is a the main sponsor and The Keg will be the other, any other "host clubs" would be CVMA Combat Veterans Motorcycle Association and possibly VFW riding clubs. No outlaw clubs will be participating in this Law enforcement sponsored event.

Banners: We would like a few banners or signs posted along Broadway the day of the event.

Flyers: We will be creating flyers to give to local auto stores and eateries. We will have flyers distributed in local dells shops with permission of the shops. We would like to focus on the local aspect of the Dells specifically then Lake Delton. .

Raffles and Auctions: We will have a variety of auction Items and raffles items; we will have some listed on the flyer as examples when we publish them

Registration: Registration will take place starting online as soon as we get our permit approved and will anticipate 20-30% of same day registration.

Goodie Bags: We will offer a goodie bag to everyone that registers that will include a shirt and possibly some smaller items from sponsors stickers etc

T-shirts: As tempting as it would be, we will not skimp out on quality or design of the shirts. If we have security, they will have shirt clearly stating SECURITY and everyone that registers will have shirt specified with their size at time of registration

Vendors: We will try to have a minimum of three food vendors, but the goal would be to have local sites set up Possibly the VFW have a tent KFD have a brat sale and local shops.



**CITY OF WISCONSIN DELLS
APPLICATION FOR
SPECIAL EVENT and /or STREET CLOSING PERMIT**

ITEM 9

- Date Application Submitted: 4-9-19 Application Fee \$160 Receipt No. _____
- Application must be submitted to City Clerk no less than 10 days before the next Common Council meeting. *refer to Nancy*
- Applications may not be amended after approval, unless done so by the Police Chief or designee. *fee was paid prior.*

1. Applicant Information

Applicant's Name Fiorella Neira
 Organization/Business (if any) Neira Event Group
 Address (include city/zip) PO Box 624, Wisconsin Dells, WI 53965
 Contact Phone Number 608-432-4624 Email fiorella@neiraeventgroup.com

2. Event Purpose

Event Name or Title: River Walk Days Repeat Event? Yes No
 Organization Associated with Event (if applicable) Downtown Dells Committee Non-profit Event? Yes No
 Purpose of Event (Include detailed description of event/activities):
Crafters and Artisans throughout downtown. Food truck / vendor throughout downtown. Sidewalk sale. Petting zoo. Face Painting. Live music. vendors and activities on riverwalk.

3. Event Information & Assembly

Date(s) of the Actual Event August 25 and 26th
 Date/Time event will assemble 6am 24 Date/Time event will begin 9 AM
 Time event will end 5pm Time event will disband 6pm
 Event website (if any) facebook.com/downtownwisconsinDells
 Name of contact person on day of event Fiorella Neira Cell 608-432-4624

LIST STREETS/AREA TO BE CLOSED - ATTACH MAP OF PROPOSED CLOSURES & INDICATE PROPOSED USES:

Proposed areas attached - can provide in pdf version.
NOak St closed
if needed - we would like Eddy St and Parking lot by bank, only if vendor registrations are more than planned
 Number of Barricades Needed & Locations (if applicable) North Oak St, Eddy Street

Will this event include: **Fireworks?** Yes No If yes, a Fireworks Display Permit is needed.
Beer/Wine Sales? Yes No If yes, a Temporary Class B Beer/Wine License is needed.

If yes, please list who will be obtaining those permits/licenses: _____

*Approximate maximum number in attendance at one time _____

Attendance estimate based on? average weekend traffic

Traffic Assistance Needed: Yes No If yes, location and time(s): _____

4. Entertainment/Amplified Music or Announcing

Any amplified music or announcing: Yes No

Describe entertainment area/location (if applicable) Some vendor areas may have temporary music. Music (live) at Trumble Lot by WDVCB

5. Public Safety

Traffic Assistance Needed: Yes No If yes, location and time(s): _____

Police/Security Needed (may be assigned based on event details) No Yes, location & purpose nothing more than normal

EMS / Fire Dept. Needed (may be assigned based on event details) No Yes, location & purpose _____

6. Sanitation & Utilities

Temporary Electric Service needed: Yes No

Number of bathroom stall accommodations, if required: 4 Men 4 Women 7 Unisex 1 Handicapped Accessible wash stations

7. Vendors

Merchandise and/ or Food Vendors: _____ no yes, approximate number: 60

8. Parking Impact

List the number of parking stalls, and/or what parking lot(s) that will be affected and during what time:

- North Elm St 4 parking spaces / South Elm 4 parking spots
- Closed N oak St.
- Overflow areas if we need Parking lot by bank + Eddy St

Municipal Code Chapter 24 – Special Events Regulations

24.04 WHEN APPLICATION MUST BE MADE

A written application for a permit for any parade or special event shall be made by one of the organizers to the City Clerk on a form provided by the Clerk no less than 10 days in advance of the last regularly scheduled council meeting prior to the proposed event.

24.06 RECOMMENDATIONS OF GOVERNMENTAL AGENCIES

The Clerk shall submit a copy of the application to the Chief of Police and the Director of Public Works as well as any other affected departments. These departments shall report their findings to the Council at the next regularly scheduled Council meeting.

24.11 FEE

There shall be paid at the time of filing the application for a parade or special event permit a fee as established by resolution adopted pursuant to section 2.05.

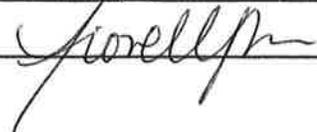
24.12 CHARGE FOR INCREASED COSTS

Where the Police Chief and/or the Director of Public Works determines that the cost of municipal services incident to the staging of the parade or special event will be increased, the Council may require the permittee to pay an additional fee in the amount equal to the increased cost for the municipal services.

Applicant Signature

I hereby make an application for a Special Event and/or Street Closing Permit as detailed above. I agree to abide by the requirements of all City Ordinances and State Laws.

Print Name Fiorella Neira

Signature 

Date 4-9-19

FOR OFFICE USE ONLY:

Date Application Received by City Clerk: _____

Clerk's Initials _____

Map provided

Amount Due _____

Date Paid: _____

Department Routing:

Police _____ Fire _____ DPW _____ EMS _____

Common Council Meeting Date _____: Approved Denied

River Walk Days
August 24-25, 2019
9am-5pm

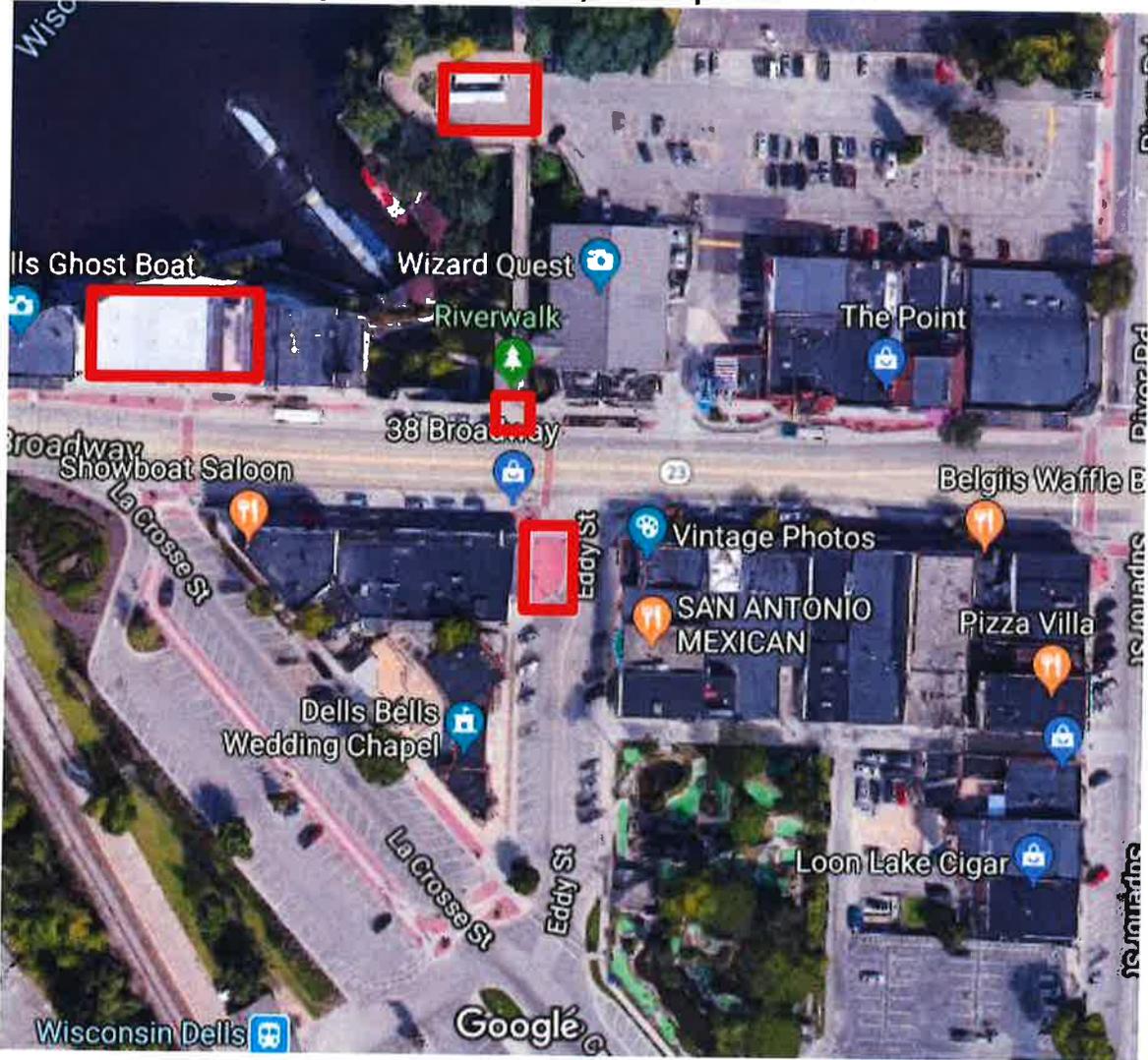
River Walk Days is coming back for another year. The Downtown Dells Committee and Neira Event Group have been planning and recruiting participation. The event will feature crafters, artisans, family friendly activities and food trucks throughout downtown. Crafters, food vendors and activities will be placed strategically in groups of 4-6 vendors along Broadway and the river walk.

The goal of the event is to create a novelty weekend attraction for downtown Wisconsin Dells visitors. By placing the vendors close to Broadway we will create a visual that will intrigue visitors to stop and shop and by placing them in groups we will create attendee circulation from block to block encouraging guests to walk through all of downtown and the river walk.

Please take a look at our map/key as a reference of the street closures and spaces that are proposed to be utilized.

Thank you
Fiorella Neira

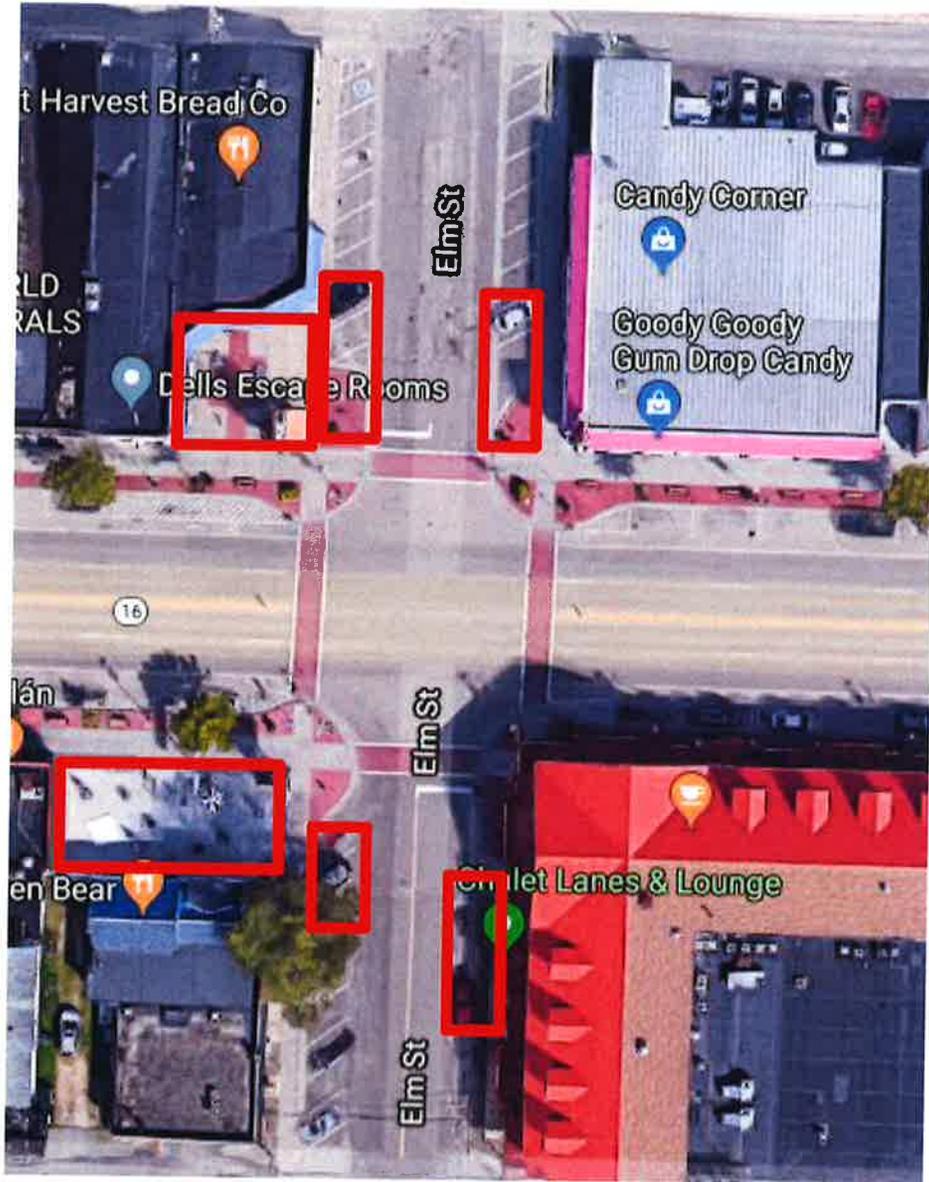
RIVERWALK DAYS | AUGUST 24-25, 2019 | 9AM-5PM



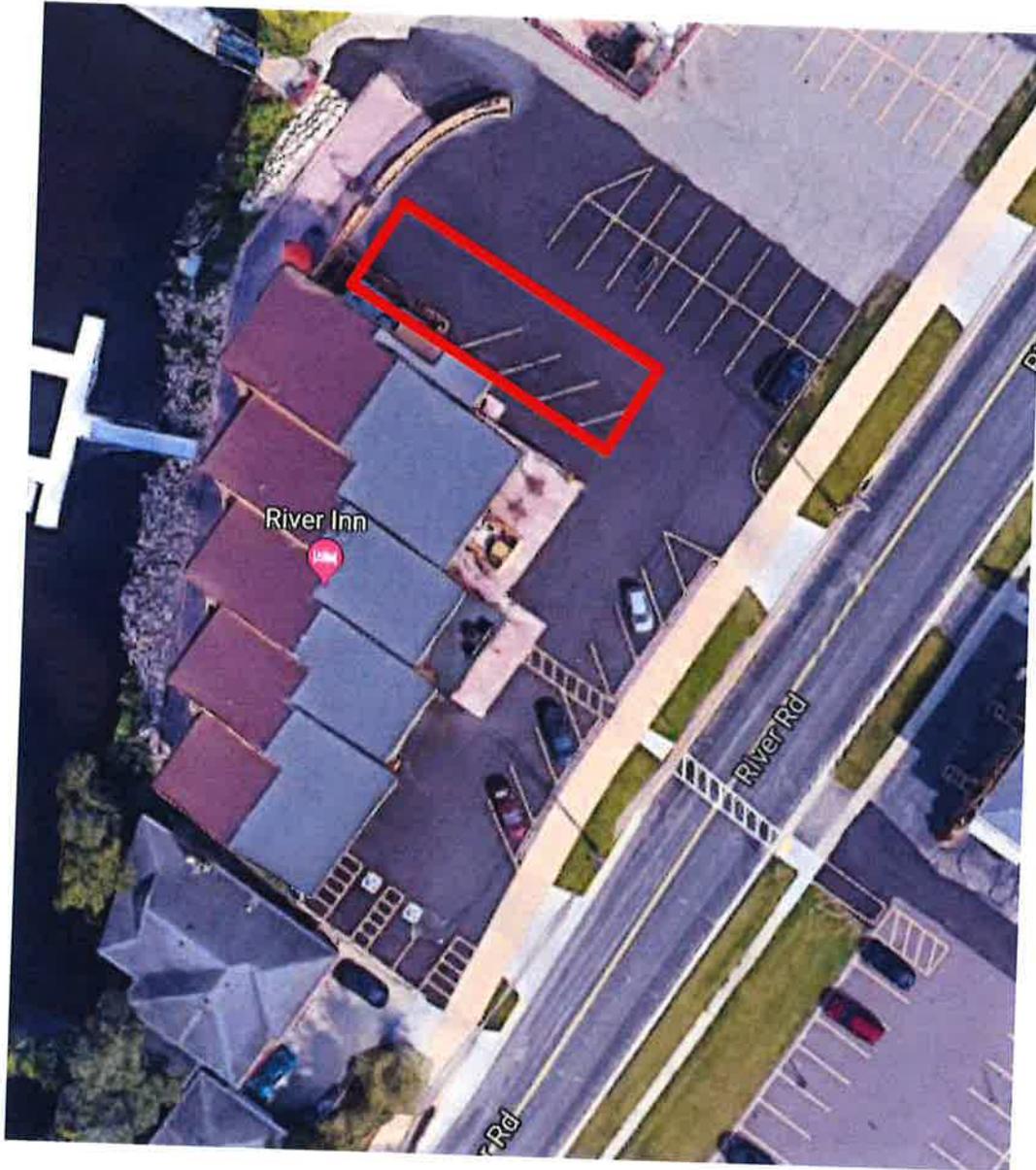
- Eddy Street Bump out
- Directional Sign at the entrance of the pedestrian bridge.
- Riverfront Terrace vendors spaces (private property)
- Dells Boats Parking marked parking lot area (private property)



- 6 parking spots on Oak St. 3 by cheesecake heaven and 3 by walley world
- HH Bennett Private Space
- Parking Lot 1: vendors, activities



- Harvest bread company outdoor area
- Elm St: 4 parking spots (2 by goody goody gum drop and two by harvest bread company)
- Frozen Bear Plaza (private property)
- Elm St: 4 parking spots: 2 by frozen bear and two by the chalet



- River Inn Parking Lot Proposed cookout and live music (private property)

City of Wisconsin Dells

ITEM 10

Application for SEASONAL WORKFORCE HOUSING FACILITY LICENSE

New

Renewal

COPY

Date From MAY 1, 2019 to April 30, 20 20 Fee \$ 950.00 Receipt No. 68812
(\$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Name: AMERICAN WORLD + BP HOUSING

Applicant Address: 400 COUNTY RD A, WISCONSIN DELLS, WI 53965

Telephone Number: 608-253-4451

Lodging Facility Address: 2020 WISCONSIN DELLS PARKWAY, WIS. DELLS, WI

Number of Sleeping Units: 23

Zoning Classification: COMMERCIAL

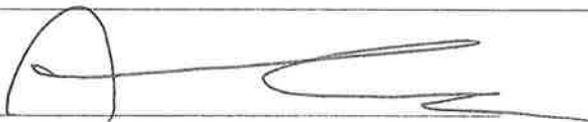
(Facilities in Residential Areas are grandfathered facilities only.)

Name & Telephone No. of On-Site Supervisor: RICH MAKOWSKI 608-448-9850

Manner in which the facility will be supervised and maintained: _____

24 HOUR SUPERVISION BY AMERICAN RESORT

STAFF AND ONSITE RA PROVIDED BY NOAH'S ARK



Applicant's Signature

5-9-18

Date

License subject to compliance with Wisconsin Dells Code Section 16.06

Note: Incomplete, false, or misleading information can delay the review process and/or be grounds for denial of license.

FOR OFFICE USE ONLY

Date of Inspection: _____ Inspected by: _____

Recommendations: _____

Request for License Approved on _____, 20__ by the Common Council.

Request for License Denied on _____, 20__ by the Common Council.

Reason for Denial: _____

City of Wisconsin Dells **COPY**

Application for SEASONAL WORKFORCE HOUSING FACILITY LICENSE

New Renewal

Date From MAY 1, 2019 to April 30, 2020 Fee \$2200.⁰⁰ Receipt No. 68553
(\$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Name: LTAM LLC

Applicant Address: 2501 River Rd PO BOX 30 WI DELLS, WI 53965

Telephone Number: (608) 254-8366

Lodging Facility Address: SAME AS ABOVE

Number of Sleeping Units: 73

Zoning Classification: Commercial
(Facilities in Residential Areas are grandfathered facilities only.)

Name & Telephone No. of On-Site Supervisor:
Rennie Gibeaut - 608 393 4806 Marianne Kissack 608 254 1614

Manner in which the facility will be supervised and maintained: _____

Rennie Gibeaut maintains

Marianne Kissack - Housing Manager

Security Patrols regularly

Marianne Kissack
Applicant's Signature

4/25/19
Date

License subject to compliance with Wisconsin Dells Code Section 16.06

Note: Incomplete, false, or misleading information can delay the review process and/or be grounds for denial of license.

FOR OFFICE USE ONLY

Date of Inspection: _____ Inspected by: _____

Recommendations: _____

Request for License Approved on _____, 20__ by the Common Council.

Request for License Denied on _____, 20__ by the Common Council.

Reason for Denial: _____

City of Wisconsin Dells

Application for SEASONAL WORKFORCE HOUSING FACILITY LICENSE

New

Renewal

Date From May 1 2019 to April 30, 20 20 Fee \$ 750 Receipt No. 68442
(\$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Name: MNEG Concessions

Applicant Address: PO Box 33 WD WI 53965

Telephone Number: 608-385-5230

Lodging Facility Address: 725 vine street Wisconsin Dells WI 53965

Number of Sleeping Units: 15

Zoning Classification: _____

(Facilities in Residential Areas are grandfathered facilities only.)

Name & Telephone No. of On-Site Supervisor: Zdravko Nizmov 608-448-1814

Manner in which the facility will be supervised and maintained: _____

Landscaping is contracted out. Management lives in
house next to property.

[Signature]
Applicant's Signature

4-15-19
Date

License subject to compliance with Wisconsin Dells Code Section 16.06

Note: Incomplete, false, or misleading information can delay the review process and/or be grounds for denial of license.

FOR OFFICE USE ONLY

Date of Inspection: _____ Inspected by: _____

Recommendations: _____

Request for License Approved on _____, 20__ by the Common Council.

Request for License Denied on _____, 20__ by the Common Council.

Reason for Denial: _____

City of Wisconsin Dells

Application for SEASONAL WORKFORCE HOUSING FACILITY LICENSE

New Renewal

Date From MAY 2019 to April 30, 2020 Fee \$ 300.⁰⁰ Receipt No. 68632
(\$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Name: BRAD PREISSEL

Applicant Address: P.O. Box 15 - Wis. Dells, WI 53965

Telephone Number: 608-393-0876

Lodging Facility Address: 1113 Broadway - AMBER'S INN & Suites

Number of Sleeping Units: 6

Zoning Classification: Commercial
(Facilities in Residential Areas are grandfathered facilities only.)

Name & Telephone No. of On-Site Supervisor: JAMIE HRISTOV

Manner in which the facility will be supervised and maintained: JAMIE HRISTOV - ON SITE MANAGER - LIVES ON PROPERTY 24/7.

Brad Preissel
Applicant's Signature

5-1-19
Date

License subject to compliance with Wisconsin Dells Code Section 16.06

Note: Incomplete, false, or misleading information can delay the review process and/or be grounds for denial of license.

FOR OFFICE USE ONLY

Date of Inspection: _____ Inspected by: _____

Recommendations: _____

Request for License Approved on _____, 20__ by the Common Council.

Request for License Denied on _____, 20__ by the Common Council.

Reason for Denial: _____

City of Wisconsin Dells

Application for SEASONAL WORKFORCE HOUSING FACILITY LICENSE

New

Renewal

COPY

Date From 5/1/19 to April 30, 2020 Fee \$ 600.00 Receipt No. 68637
(\$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Name: Riverview Boat Line

Applicant Address: 31 Broadway, Wisc. Dells

Telephone Number: 608-254-8336

Lodging Facility Address: 2150 Wisc. Dells Parkway (was: 700 US Hwy. 12)

Number of Sleeping Units: 12 units

Zoning Classification: A Commercial West
(Facilities in Residential Areas are grandfathered facilities only.)

Name & Telephone No. of On-Site Supervisor: Elena Chiribuca : 608-432-8125
OR Eric Helland (Gen. Manager) : 608-963-1130.

Manner in which the facility will be supervised and maintained: All 12 units are being
operated by Riverview Boat Line, who is the responsible
party for maintenance and supervision.

Haren Fleming, Accountant
Applicant's Signature
(-for Eric Helland)

4-29-19
Date

License subject to compliance with Wisconsin Dells Code Section 16.06

Note: Incomplete, false, or misleading information can delay the review process and/or be grounds for denial of license.

FOR OFFICE USE ONLY

Date of Inspection: _____ Inspected by: _____
Recommendations: _____

Request for License Approved on _____, 20__ by the Common Council.

Request for License Denied on _____, 20__ by the Common Council.

Reason for Denial: _____

City of Wisconsin Dells

Application for SEASONAL WORKFORCE HOUSING FACILITY LICENSE

New Renewal

Date From May 1st, 2019 to April 30, 2020 Fee \$ ~~300~~ 700 Receipt No. 68496
(\$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Name: Smart Staff LLC - Calin Voicu

Applicant Address: 12445 Ocean Gateway, Suite 11, Ocean City, MD, 21842

Telephone Number: 443-928-6826

Lodging Facility Address: 519 Bowman, Wisconsin Dells WI, 53965

Number of Sleeping Units: 6

Zoning Classification: C - 1 Commercial Neighbourhood
(Facilities in Residential Areas are grandfathered facilities only.)

Name & Telephone No. of On-Site Supervisor: Catalin Varvara - 410-831-8288

Manner in which the facility will be supervised and maintained: _____

The facility will be supervised by Property Manager Catalin Varvara (Phone #: 410-831-8288; Mailing Address: 612 Vine St.; Email: catalin.varvara@allfriends.co). Mr. Varvara will live at Rainbow (1 minute away from the Bowman property) and be available at all times(24/7) to respond to questions or complaints. Two employees will assist him with check in/out and in ensuring that all tenants respect property rules and local laws. This includes addressing noise, garbage, and maintenance/management issues immediately. SmartStaff will rent the 5 units and 1 house to J1 students.

Mr. Varvara has experience in working with J1 students in Wisconsin Dells, Ocean City MD, Virginia Beach VA, Tennessee.


Applicant's Signature

03/07/2019
Date

License subject to compliance with Wisconsin Dells Code Section 16.06

Note: Incomplete, false, or misleading information can delay the review process and/or be grounds for denial of license.

FOR OFFICE USE ONLY

Date of Inspection: _____ Inspected by: _____
Recommendations: _____

Request for License Approved on _____, 20__ by the Common Council.

Request for License Denied on _____, 20__ by the Common Council.
Reason for Denial: _____

City of Wisconsin Dells

Application for SEASONAL WORKFORCE HOUSING FACILITY LICENSE New Renewal

Date From May 1st, 2019 to April 30, 2020 Fee \$ 1250 Receipt No. 68496
(\$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Name: Smart Staff LLC - Calin Voicu

Applicant Address: 12445 Ocean Gateway, Suite 11, Ocean City, MD, 21842

Telephone Number: 443-928-6826

Lodging Facility Address: 612 Vine Street, Wisconsin Dells, WI, 53965

Number of Sleeping Units: 35

Zoning Classification: C - 1 Commercial Neighbourhood
(Facilities in Residential Areas are grandfathered facilities only.)

Name & Telephone No. of On-Site Supervisor: Catalin Varvara - 410-831-8288

Manner in which the facility will be supervised and maintained:
The facility will be supervised by Property Manager Catalin Varvara (Phone #: 410-831-8288; Mailing Address: 612 Vine St.; Email: catalin.varvara@allfriends.co). Mr. Varvara will live on-site and be available at all times(24/7) to respond to questions or complaints. Two employees will assist him with check in/out and in ensuring that all tenants respect property rules and local laws.

This includes addressing noise, garbage, and maintenance/management issues immediately. SmartStaff will continue to rent the two free-standing houses on the Rainbow property to local families (white house + cottage 35).

Mr. Varvara will live in the third free standing house, and the remaining 35 units will be rented to students. SmartStaff LLC already installed surveillance cameras on the property and replaced beds/ purchased additional bunks beds as necessary.


Applicant's Signature

03/07/2019

Date

License subject to compliance with Wisconsin Dells Code Section 16.06

Note: Incomplete, false, or misleading information can delay the review process and/or be grounds for denial of license.

FOR OFFICE USE ONLY

Date of Inspection: _____ Inspected by: _____
Recommendations: _____

Request for License Approved on _____, 20__ by the Common Council.

Request for License Denied on _____, 20__ by the Common Council.

Reason for Denial: _____

City of Wisconsin Dells

COPY

Application for SEASONAL WORKFORCE HOUSING FACILITY LICENSE

New Renewal

Date From MAY 1, 2014 to April 30, 2020 Fee \$ 700.⁰⁰ Receipt No. 108563
(\$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Name: WORLD TRAVELER HOUSING RENTALS, LLC

Applicant Address: 726 VINE STREET, W11 DELLS

Telephone Number: 608 432 2484 / 608 253 3777

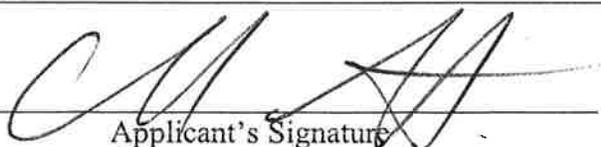
Lodging Facility Address: 726 VINE STREET

Number of Sleeping Units: 14

Zoning Classification: COMMERCIAL NEIGHBORHOOD
(Facilities in Residential Areas are grandfathered facilities only.)

Name & Telephone No. of On-Site Supervisor: CHRISTOPHER SWART
608 432 2484

Manner in which the facility will be supervised and maintained: FACILITY WILL
BE MAINTAINED AND


Applicant's Signature 4/25/15
Date

License subject to compliance with Wisconsin Dells Code Section 16.06
Note: Incomplete, false, or misleading information can delay the review process and/or be grounds for denial of license.

FOR OFFICE USE ONLY
Date of Inspection: _____ Inspected by: _____
Recommendations: _____

Request for License Approved on _____, 20__ by the Common Council.
Request for License Denied on _____, 20__ by the Common Council.
Reason for Denial: _____

COPY

City of Wisconsin Dells

Application for SEASONAL WORKFORCE HOUSING FACILITY LICENSE

New Renewal

Date From May 1, 2019 to April 30, 2020 Fee \$ 300.00 Receipt No. 68800
(\$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Name: Woodside

Applicant Address: 1114 Broadway

Telephone Number: 608 678 3380 608 209 3759 ^{Ken}

Lodging Facility Address: Same

Number of Sleeping Units: 6

Zoning Classification: C2
(Facilities in Residential Areas are grandfathered facilities only.)

Name & Telephone No. of On-Site Supervisor: 608 209 3759
Ken Korish Maint. Director

Manner in which the facility will be supervised and maintained:
Occupants will be supervised by
Jillian Serman, she will give them rules
and regular visits

[Signature]
Applicant's Signature

5-8-19
Date

License subject to compliance with Wisconsin Dells Code Section 16.06

Note: Incomplete, false, or misleading information can delay the review process and/or be grounds for denial of license.

FOR OFFICE USE ONLY

Date of Inspection: _____ Inspected by: _____
Recommendations: _____

Request for License Approved on _____, 20__ by the Common Council.

Request for License Denied on _____, 20__ by the Common Council.

Reason for Denial: _____

City of Wisconsin Dells ITEM 11

Application for SEASONAL WORKFORCE HOUSING FACILITY LICENSE

New Renewal

COPY

Date From 5-6-19 to April 30, 2020 Fee \$ 875.00 Receipt No. 68744
(\$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Name: FAIRVIEW

Applicant Address: 2960 Wisconsin Dells Pkwy

Telephone Number: 608 254 7317

Lodging Facility Address: Same

Number of Sleeping Units: 20

Zoning Classification: _____
(Facilities in Residential Areas are grandfathered facilities only.)

Name & Telephone No. of On-Site Supervisor: Asli HIZLI 608 432 9170

Manner in which the facility will be supervised and maintained: _____

Owner/Manager on premises 24/7
Rules/Regulations are signed by anyone
permitted


Applicant's Signature

5-6-19
Date

License subject to compliance with Wisconsin Dells Code Section 16.06

Note: Incomplete, false, or misleading information can delay the review process and/or be grounds for denial of license.

FOR OFFICE USE ONLY

Date of Inspection: _____ Inspected by: _____
Recommendations: _____

Request for License Approved on _____, 20__ by the Common Council.

Request for License Denied on _____, 20__ by the Common Council.

Reason for Denial: _____

2960 Wisconsin Dells Parkway (Parcel 291-0026-01000)
Denial of Renewal of Seasonal Workforce Housing License
Staff Report for Plan Commission, 05/13/19

The Planning & Zoning office has received a recommendation from the Housing inspector to deny occupancy of the Seasonal Workforce House facility located at 2960 Wisconsin Dells Parkway known as the Fairview.

The housing inspector and fire inspector have identified items of concern with this facility over the last couple of years. Previous inspections have resulted in the partial closure of different buildings at this facility.

The most recent inspection, performed on 5/7/2019, has found that items identified in the main building in previous years have not been corrected.

Per the License Ordinance Chapter 16.06(10)(b) this office has notified the owner their application has been referred to the Plan Commission for a hearing and recommendation to the Common Council on the non-renewal of the Seasonal Workforce Housing license at this facility.

Prepared by: Chris Tollaksen, City of Wisconsin Dells

 **MSA** Memo

To: City of Wisconsin Dells
From: Kheli Mason, Building Inspection
Subject: 2960 Wisconsin Dells Parkway, The Fairview Motel
Date: April 8, 2019

I have inspected The Fairview Motel for the past three years for compliance with the City's requirements for housing J1 students. My initial inspection in 2017 revealed many life safety violations and unacceptable building conditions. One 4-unit building behind the main 2-story motel was determined to be unsuitable for human habitation. No students stayed in this building in 2017. Other issues in the remaining buildings were noted and reported in 2017's report. One of the most important violations that needed to be addressed was the use of rigid foam insulation in the basement of the two-story building. This is a significant fire hazard and, coupled with the amount of items being stored in this basement, as well as loose and dangling electrical wiring, needs to be addressed ASAP.

The inspection of 2018 showed some signs of improvement, but conditions of the buildings were not improved and maintenance of structures was still lacking. Another building was deemed unsuitable to house students and was not used for 2018. Some steps had been taken to clean up the basement of the two-story building, but the foam insulation was still present and the amount of items being stored was still large.

The inspection of 2019 was not much better than the prior year. The second floor of the two-story building will not be rented this year. No repairs were done to the balcony floor. There is still rigid foam in the basement, surrounded by piled up storage items.

This property has not shown much effort in bringing the buildings and rooms into compliance. At minimum, until the fire load and rigid foam in the basement is removed, I cannot recommend approval of this facility.

Respectfully submitted,

Kheli Mason
Building Inspector
MSA Professional Services

Housing Inspection Report

General Property Information

Date of Inspection	5/7/2019			
Facility Name	Fairview Motel			
Address	2960 Wis Dells Pkwy			
Contact Information	Asli Hizli 608.432.9170			
Manager on Premises	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		
Address numbers posted	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		
Overall evaluation of property	Good <input type="checkbox"/>	Fair <input checked="" type="checkbox"/>	Poor <input type="checkbox"/>	
Building appearance	Good <input type="checkbox"/>	Fair <input checked="" type="checkbox"/>	Poor <input type="checkbox"/>	
Neighborhood	Good <input checked="" type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>	
Landscaping	Good <input type="checkbox"/>	Fair <input checked="" type="checkbox"/>	Poor <input type="checkbox"/>	
Entry	Good <input type="checkbox"/>	Fair <input checked="" type="checkbox"/>	Poor <input type="checkbox"/>	
Parking	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		
Adequate lighting in rooms, stairwells and entry	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>	
Posted Fire/Emergency Plan evacuation route, emergency numbers	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	NA <input type="checkbox"/>	
Fire Exits marked	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>	
Extinguishers current year and date on tag	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>	
Fire Sprinklers	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>	
Smoke Detectors on each level and each sleeping room	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>	
Exit lights and Battery Backup	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>	
CO Detectors (+see note)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>	
Egress from sleeping rooms and common areas	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>	
Lockable storage for each occupant within unit	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>	
Proper number of beds per room	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>	
Wi-Fi available and working	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>	
Separate bed for each occupant	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>	
UNSAFE OR UNSANITARY CONDITIONS (See below)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>	
Locking door and windows	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>	
Window screens in place and in good condition	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	NA <input type="checkbox"/>	
Bathrooms (toilet, sink and shower) in good condition	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	NA <input type="checkbox"/>	
ADA compliant rooms with access to common areas	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>	
Elevators in working order	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>	
Access to Refrigerator, Microwave	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>	
HVAC operational	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>	

NOTE: Fire Inspector will need to test fire alarm system and sign off on these buildings prior to occupancy.

Violations: THERE IS STILL EXPOSED FOAM INSULATION IN THE BASEMENT. THIS NEEDS TO BE REMOVED IMMEDIATELY AND BEFORE OCCUPANCY OF ANY SORT. THE EXTENSION CORD FROM THE POWER POLE IS BACK IN THE TREE IN THE CENTRAL YARD BEHIND THE 2-STORY BUILDING. THIS NEEDS TO BE REMOVED AT ONCE.

-- **X MARGINAL ITEMS:** Overall condition of property: In need of general maintenance and upkeep on all buildings. -----The two story building will only be housing students on the 1st floor. The 2nd floor balcony is in need of subfloor repairs and resurfacing. Gates shall be placed at the bottom of the staircases to prevent use. A gate will also be needed at the top of the basement stairs. -----#107 WILL NOT BE USED DUE TO FLOOR DAMAGE IN THE BATHROOM THAT NEEDS TO BE REPAIRED. Exterior outlet by #110 needs new weathertight outlet cover. All countertops sitting on top of the bureaus need to be secured to the wall or to the bureau. Remove all duct tape at the bathtub/floor and caulk properly to seal the floor from water infiltration.-----Basement: T&P valve on smaller, newer water heater needs outflow pipe no more than 6" from the floor; cover plate on light switch at entrance to mechanical room needs to be installed; keep clear working space no less that 36" out from all electrical panels. -----One story building at back of property will be used to house students. All smoke alarms should be moved back into the main living space, rather than at the bathroom vanity area. Secure all countertops to the bureau all wall in this building, as well. Replace refrigerator in #27. #21 has peeling paint on the bathroom ceiling. Ceiling of the exterior area in front of the mechanical room is showing signs of damage, with peeling drywall mud and bowing drywall. This should be attended to. As mentioned, the siding on this building is in need of repair and maintenance.

*CO Detectors on each level and within 15' of a sleeping room adjacent to a fuel burning appliance and no more than 75' from a fuel burning appliance.

Inspector Kheli Mason Date 5/7/2019

Please notify when above listed items have been addressed. Thank you.

Housing Inspection Report

General Property Information

Date of Inspection	5/1/2018			
Facility Name	Fairview Motel			
Address				
Contact Information	Ashley			
Manager on Premises	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		
Address numbers posted	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		
Overall evaluation of property	Good <input type="checkbox"/>	Fair <input checked="" type="checkbox"/>	Poor <input type="checkbox"/>	
Building appearance	Good <input type="checkbox"/>	Fair <input checked="" type="checkbox"/>	Poor <input type="checkbox"/>	
Neighborhood	Good <input checked="" type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>	
Landscaping	Good <input checked="" type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>	
Entry	Good <input checked="" type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>	
Parking	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		
Adequate lighting in rooms, stairwells and entry	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>	
Posted Fire/Emergency Plan evacuation route, emergency numbers	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	NA <input type="checkbox"/>	
Fire Exits marked †	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>	
Extinguishers current year and date on tag	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>	
Fire Sprinklers	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>	
Smoke Detectors on each level and each sleeping room	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>	
Exit lights and Battery Backup	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>	
CO Detectors (+see note)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>	
Egress from sleeping rooms and common areas	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>	
Lockable storage for each occupant within unit	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>	
Proper number of beds per room	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>	
Wi-Fi available and working	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>	
Separate bed for each occupant	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>	
UNSAFE OR UNSANITARY CONDITIONS (See below)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>	
Locking door and windows	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>	
Window screens in place and in good condition	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>	
Bathrooms (toilet, sink and shower) in good condition	Yes <input type="checkbox"/>	MARGINAL <input checked="" type="checkbox"/>	NA <input type="checkbox"/>	
ADA compliant rooms with access to common areas	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>	
Elevators in working order	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>	
Access to Refrigerator, Microwave	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>	
HVAC operational	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>	

Violations: -2-story building: Turn or disconnect all vanity lights to conceal or disable outlets in fixture base (2nd notice); Basement is better, and more organized but some rigid foam remains; recommend servicing of all gas fired appliances in the basement; 2nd floor balcony light is missing cover

-Newer Back Building: Utility room water heaters need fire collars at ceiling; Turn or disconnect outlets in vanity fixtures

-OLDER BUILDING TO THE LEFT OF AND BEHIND 2-STORY FRONT BUILDING DOES NOT HAVE COMPLIANT BATHROOMS (NOTABLY SHOWERS) FOR HABITATION. THIS WAS NOTED AND DISCUSSED WITH OWNERS LAST SEASON AND HAS NOT BEEN ADDRESSED AND HAS WORSENERD. THIS BUILDING IS NOT APPROVED. This building also will need maintenance of the exterior water heater and flue, as well as soffit.

Remarks:

*CO Detectors on each level and within 15' of a sleeping room adjacent to a fuel burning appliance and no more than 75' from a fuel burning appliance.

Kheli Mason 5/1/2018
Inspector Date

Please notify when above listed items have been addressed. Thank you.

Housing Inspection Report

General Property Information

Date of Inspection	5/9/2017			
Facility Name	Fairview Motel			
Address	2960 Wis Dells Pkwy (S290 Hwy 12/16)			
Contact Information	Ashley 432.9170			
Manager on Premises	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		
Address numbers posted	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		
Overall evaluation of property	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input checked="" type="checkbox"/>	
Building appearance	Good <input type="checkbox"/>	Fair <input checked="" type="checkbox"/>	Poor <input type="checkbox"/>	
Neighborhood	Good <input type="checkbox"/>	Fair <input checked="" type="checkbox"/>	Poor <input type="checkbox"/>	
Landscaping	Good <input type="checkbox"/>	Fair <input checked="" type="checkbox"/>	Poor <input type="checkbox"/>	
Entry	Good <input checked="" type="checkbox"/>	Fair <input checked="" type="checkbox"/>	Poor <input type="checkbox"/>	
Parking	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		
Adequate lighting in rooms, stairwells and entry	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA	
Posted Fire/Emergency Plan evacuation route, emergency numbers	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	NA	
Fire Exits marked	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA	<input checked="" type="checkbox"/>
Extinguishers current year and date on tag	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA	
Fire Alarm System	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA	
Smoke Detectors on each level and each sleeping room	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA	
Exit lights and Battery Backup	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA	<input checked="" type="checkbox"/>
CO Detectors (+see note)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA	
Egress from sleeping rooms and common areas	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA	
Lockable storage for each occupant within unit	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA	
Proper number of beds per room	Yes <input checked="" type="checkbox"/>	No <input checked="" type="checkbox"/>	NA	
Wi-Fi available and working	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA	<input checked="" type="checkbox"/>
Separate bed for each occupant	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA	
UNSAFE OR UNSANITARY CONDITIONS (See below)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA	
Locking door and windows	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	NA	
Window screens in place and in good condition	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	NA	
Bathrooms (toilet, sink and shower) in good condition	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	NA	
ADA compliant rooms with access to common areas	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA	<input checked="" type="checkbox"/>
Elevators in working order	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA	<input checked="" type="checkbox"/>
Access to Refrigerator, Microwave	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA	
HVAC operational	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA	

Violations: **Significant violations in basement of main 2-story bldg and complex. (see below)

* Small 4-unit bldg not suitable for habitation. Bathrooms below acceptable standards. Questionable electrical service installation. Water heater and electrical panel (w/outlet) not rated for exterior installation. Attic access between 4-unit and adjacent storage building open to each other (fire hazard) * Gas smell noted in mechanical room of building (#3) at back of property needs to be checked out. Electrical panel is not labeled. * All crawlspaces under buildings housing students should be covered to keep animals out. **All outlets and light fixtures on the exterior of the buildings should be hardwired and rated for exterior installation. Most are not. **Exterior wiring in the central yard needs to be addressed. (central transformer pole and extension cords on trees) *Number of beds questionable in some rooms. *Protection of openings holding AC units in rooms of all buildings not adequate. Multiple interior grates missing or damaged. Gaps to the outside noted. *Hasps installed on dresser drawers to be locked by a padlock not adequate for 'lockable storage'. Drawer above can be removed to access drawer below. **Open junction boxes or hardwired smoke detectors noted in multiple rooms in main 2-story building. Where hardwired detectors were missing, battery operated were in place. **Handrails/Guardrails: Not adequate from 2nd to 1st floor of main 2-story building. Guardrail on second floor balcony not secured well in some areas. Handrails down to main floor need to be continuous. Decking of second floor balcony has some water damage and should be repaired. *Multiple units of the main 2-story

Remarks: Fire Alarm System to be tested prior to student

*CO Detectors on each level and within 15' of a sleeping room adjacent to a fuel burning appliance and no more than 75' from a fuel burning appliance.

Kheli Mason 05/09/2017
 Inspector Date

Please notify when above listed items have been addressed. Thank you.

Main Building 2-story Basement and entire complex:

The mechanical systems of this entire structure, entire complex need to be evaluated by electrical, plumbing and HVAC licensed contractors. The equipment in the basement of the 2-story main building as well as the other housing buildings need to be evaluated and brought into compliance. Multiple violations are noted in the HVAC, Plumbing and Electrical systems of this complex. There is exposed foam board on the ceiling of the basement of the main 2-story building that needs to be removed or properly protected. The combustibile load (flammable storage) in the basement is large. The exhaust ducting of gas-fired water heaters and boilers is sealed with non-heat-rated tape. There is unprotected and dangling wiring throughout the basement. The gas-fired appliances show signs of overheating. All should be remedied ASAP.

Kilbourn Volunteer Fire Department
P. O. Box 689 Wisconsin Dells, WI 53965-0689
ph. 608-254-2040 fax. 608-254-2022

Fire Inspection Report – Correction Notice

Page 1 of 1

	Name: Fairview Motel
Date: 4/9/2019	Address: 2960 Wisconsin Dells Parkway HWY
Inspector Name: Fire Inspector Jerry Wolfram	
Type of Inspection: Workforce Housing	

Each discrepancy detailed herein is a violation of the Fire Code and shall be corrected **prior to public occupancy.**

Fire Code Reference	Discrepancy / Remarks
NFPA 1:11.1.2	ELECTRICAL FIRE SAFETY – PAST VIOLATION All electrical appliances, fixtures, equipment, and wiring shall be installed and maintained in accordance with NFPA 70, National Electrical Code. BASEMENT OF 2-STORY BLDG. – NON COMPLIANT WIRING. OPEN SPLICES ARE NOT ALLOWED. WIRING SHALL BE SECURLY & PROPERLY SUPPORTED.
NFPA 1:12.5.5.3	CELLULAR OR FOAMED PLASTIC – PAST VIOLATION Cellular or foamed plastic materials shall not be used as interior wall or ceiling finish. ***BASEMENT OF 2 STORY BLDG. & EXTERIOR OF EAST CTY A OUT-BUILDING-FOAM SHALL BE PROPERLY COVERED BY AT LEAST A 15 MINUTE THERMAL & IGNITION BARRIER. FOAM CANNOT BE STORED IN BASEMENT OF 2-STORY.
WDMC 9.02	WISCONSIN DELLS MUNICIPAL CODE 9.02 FIRE DEPARTMENT (12) VIOLATION AND PENALTY: Any person who violates, disobeys, neglects, omits, or refuses to comply with, or resists the enforcement of any of the provisions of this section shall be fined not less than \$10.00 and not more than \$100.00 for each separate violation. Every day a violation continues shall constitute a separate violation.

Inspector Signature



Kilbourn Volunteer Fire Department
P. O. Box 689 Wisconsin Dells, WI 53965-0689
ph. 608-254-2040 fax. 608-254-2022

Fire Inspection Report

	Name: Fairview Motel
Date: 8/28/2018	Address: 2960 Wisconsin Dells Parkway HWY
Inspector Name:	Fire Inspector Jerry Wolfram
Type of Inspection:	Annual

Each discrepancy detailed herein is a violation of the Fire Code and shall be corrected.

Fire Code Reference	Discrepancy / Remarks
FOLLOW UP	PAST ISSUES OWNERS NOT AVAILABLE ON SITE. SPOKE ON PHONE WITH OWNER ASLI. JW ASKED ABOUT FIRE EXTINGUISHERS ON BACK BUILDINGS. OWNER STATED NOT BEING USED THIS YEAR. WILL KEEP CHECKING. OCCUPANTS ALLOWED JW TO INSPECT SEVERAL ROOMS IN 2-STORY. HOT PLATES AND COOKING IS BEING DONE IN SOME OF THE ROOMS, NOT IN A SEPARATE ROOM OR KITCHEN. SMOKE ALARMS AND FIRE EXTINGUISHERS ARE IN PLACE.

Inspector Signature



Kilbourn Volunteer Fire Department
P. O. Box 689 Wisconsin Dells, WI 53965-0689
ph. 608-254-2040 fax. 608-254-2022

Fire Inspection Report

	Name: Fairview Motel
Date: 6/2/2017	Address: 2960 Wisconsin Dells Parkway HWY

Inspector Name: Fire Inspector Jerry Wolfram

Type of Inspection: Annual – Employee Housing

Each discrepancy detailed herein is a violation of the Fire Code and shall be corrected

Fire Code Reference	Discrepancy / Remarks
FOLLOW UP	PAST ISSUES ISSUES LEFT TO BE RESOLVED: OPEN WIRING IN BASEMENT OF 2 STORY; FOAM IN BASEMENT AND EXTERIOR OF EAST BLDG.; GAVE INFO ON 10 YEAR BATTERY ALARMS

Inspector Signature



CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin,

IT APPROVES the Agreement Regarding Utility Occupancy License with Riverwood Eagle's Nest LLC and Holtz Builders, Inc.

Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes, ____ nays ____ abs.
Date Introduced: May 20, 2019
Date Passed:
Date Published:

Agreement Regarding Utility Occupancy License

This Agreement is by and between the City of Wisconsin Dells, a Wisconsin Municipal Corporation (the "City"), Riverwood Eagle's Nest, LLC ("Riverwood) and Holtz Builders, Inc. ("Holtz").

RECITALS

- A. The Riverwood Eagle's Nest Second Extended and Restated Development Agreement between the City and Riverwood provides in pertinent part as follows:
 - 8.b. The Riverwood project shall include a water main loop installed at Developer's cost and expense and located, designed and engineered according to City specifications and directions; and, subject to the public let provisions of Wis. Stat. sec. 62.15.
- B. The water main loop will be installed pursuant to a Utility Occupancy License #5055401 (the "License") by and between the City and Soo Line Railroad Company, a copy of which is attached as Exhibit A.
- C. The occupancy license authorizes Wisconsin Dells to install, maintain and operate a utility line under the railroad corridor, property and tracks as more fully set forth in the license.
- D. Riverwood has engaged Holtz to act as general contractor to construct and install the utility line.
- E. This agreement reflects the respective rights and obligations of the parties regarding the license and the utility line.

AGREEMENT

1. Riverwood and Holtz shall comply with and perform all of the terms and conditions of the license.
2. Riverwood and Holtz and any subcontractors engaged by them shall provide, meet and maintain the minimum insurance requirements set forth in Appendix 2 to the license.
3. Riverwood and Holtz indemnify and hold harmless the City, its officers, agents, employees and assigns, hereinafter the "parties indemnified," as and against any and all demands, actions, causes of action, expenses or claims made against the parties indemnified including, but not limited to, the actual attorneys fees of the parties indemnified in defending any and all claims arising from or related to this agreement and the construction and installation of the utility line pursuant to the license. This indemnification shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City, or its elected and appointed officials, officers, employees or authorized representatives or volunteers.
4. Until the completion and final acceptance by the City all the work under and implied by the license and this agreement shall be under Riverwood and Holtz's responsibility, care and control. Riverwood and Holtz shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by their cause.

5. Following the completion of the construction and installation of the utility line but prior to the acceptance and dedication of the utility line by the City, Riverwood shall deliver to the City, complete and legally effective releases or waivers of all liens which could arise out of or be filed in connection with the construction installation and completion of the utility line. Riverwood shall also provide the City with an affidavit signed by both Riverwood and Holtz, that the releases or waivers provided include all labor, services, material and equipment for which a lien could be filed, and that the payrolls, material and equipment bills, and any other indebtedness connected with the improvements, have been paid or otherwise satisfied. Any releases, waivers or affidavits shall be in a form satisfactory to and approved by the City.
6. The utility line shall meet all City standards, specifications and criteria and have capacity sufficient to meet City requirements.
7. The City may inspect and oversee construction and installation of the utility line to assure compliance with City requirements and all such oversight and inspections shall be at the sole expense of Riverwood.
8. Upon the City's full final acceptance of the utility line it shall thereafter be maintained and serviced by the City.
9. Riverwood guarantees that the utility line will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the improvements by the City.

10. Riverwood shall be responsible for obtaining at their sole cost and expense all required government permits and approvals for the installation and construction of the utility line.

11. Additional Terms.

a. 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, WI 53965

To Riverwood: Riverwood Eagle's Nest, LLC
103 South Bowman Road
Wisconsin Dells, WI 53965

To Holtz: Holtz Builders, Inc.
101 Miller Drive
P.O. Box 429
Lake Delton, WI 53940

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

b. 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.

- c. No Construction Against Drafter. This Agreement is a product of negotiations between the parties, and as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- d. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures; and, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- e. Legal Relationship. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, joint venture or partnership relationship, or a principal/agent relationship.
- f. Severability. If a court or competent jurisdiction adjudges any section, clause, provision or portion of this agreement invalid, such part shall be severed from the Agreement, and the remainder of the Agreement shall survive and shall not be affected thereby.
- g. Entire Agreement. This Agreement is the entire agreement of the parties. All prior agreements, commitments, promises, offers, representation and statements made by or on behalf of the parties with respect to the subject matter of this Agreement are hereby terminated and shall have no further effect.

Signatures to follow on Page 6

CITY OF WISCONSIN DELLS

Dated: _____, 2019.

Edward Wojnicz, Mayor

Dated: _____, 2019.

Nancy R. Holzem, Clerk/Administrative
Coordinator

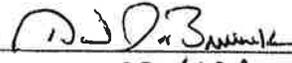
RIVERWOOD EAGLE'S NEST, LLC

Dated: MAY 15, 2019.

By: 
its: MANAGING MEMBER

HOLTZ BUILDERS, INC.

Dated: May 15, 2019.

By:  CFO/COO
its: CFO/COO

UTILITY OCCUPANCY LICENSE

NO. 5055401

THIS UTILITY OCCUPANCY LICENSE ("License") is made effective the 1st day of April, 2019, by and between

1. PARTIES:

SOO LINE RAILROAD COMPANY, a Minnesota corporation, doing business as Canadian Pacific, with its general offices at Canadian Pacific Plaza, 120 South Sixth Street, Minneapolis, MN 55402 (hereinafter referred to as ("CP").

and

CITY OF WISCONSIN DELLS, with an office at 300 La Crosse St., Wisconsin Dells, WI 53965 ("Licensee").

2. LICENSE

CP hereby licenses and authorizes Licensee to install, maintain and operate the following "Utility Line" across, over and/or under its railroad corridor property and tracks, pursuant to the terms and conditions of this License.

(a) Specifications

Utility Type: underground water main

Size/Capacity: 8" ductile iron carrier pipe inside 24" Steel Casing

Installation: 11.88' minimum over tracks under tracks SK

Ancillary Items: None

(b) Location

Lat/Long: 43.619845 -89.770439

PLSS: NW ¼ of the SE ¼ S10, T13N, R6E

City, County, State: Wisconsin Dells, Columbia County, WI

Milepost, Subdivision: Mile Post 194.4 on the C&M. (BE# WI20)

as shown upon Appendix 3 attached and incorporated herein (the "Property").

(c) Applicable Fees

Licensee agrees to pay CP the following charges:

- (i) One-time fee of \$500 to cover CP's reasonable expenses incurred in reviewing Licensee's notice to occupy CP's right-of-way; and
- (ii) Reimbursement for CP's reasonable and customary charges to have a flagman or watchman present during Licensee's work on the Property, pursuant to Section 10.0(c).

Attachments

The following documents are incorporated in this Agreement:

- (i) Appendix 1 – Contacts
- (ii) Appendix 2 – Insurance Requirements
- (iii) Appendix 3 – Exhibit A

(d) Work; Acknowledgement To Be Available At Work Site:

- (i) "Work," shall mean any activity conducted by Licensee relative to the installation, maintenance, repair, replacement, relocation, servicing, or removal of the Utility Line which involves entry onto the Property.

- (ii) **“Work Site,”** shall mean the general location of Licensee's activities relative to the Work. Licensee shall keep a copy of this License at the Work Site and shall make it available upon request by any employee or agent of CP.

3.0 Effective Date

The **“Effective Date”** of this Agreement shall be April 1st, 2019.

Notwithstanding the Effective Date, the rights granted to Licensee under this License shall be effective on the later of the Effective Date, or the last date it is executed by a party.

4.0 Term

The rights granted Licensee under this License shall remain until terminated by Licensee by providing CP with thirty (30) days' advanced written notice.

5.0 Mechanics' And Materialmen's Liens

If any mechanics' or material men's liens, or similar lien, is asserted against the Property, or any other property of CP, as a direct consequence of the Work, Licensee shall immediately take steps to satisfy, defend, or obtain the release of such lien, all at Licensee's cost and expense.

6.0 Contact; Notices

(a) Contact Persons

Communications pursuant to this License shall be directed to the contact persons listed in Appendix 1, or their designees. Either party may change this contact information by providing written notice to the other party.

(b) Notices

Except at otherwise provided in this License, all notices shall be in writing and shall be effective upon delivery to the Contact Person for the party notice is being given to. If notice is given by facsimile, the notice shall not be deemed effective until received in legible form.

(c) Notification Prior To Beginning Work

Except in the case of an emergency, Licensee shall notify CP's Engineering contact person by telephone not less than five (5) Working Days before commencing the Work. **“Working Days”** do not include Saturdays, Sundays, or federally recognized Holidays.

7.0 Permitted & Prohibited Use; Rights of CP

(a) Permitted Use

The use of the Property by Licensee shall be limited to the Work, or such other activity as may be approved by CP in writing. Licensee may permit governmental authorities with jurisdiction of the Work to enter the Property for the purpose of performing applicable governmental functions, including but not limited to inspecting or monitoring the Work.

(b) Prohibited Uses and Activities

Licensee shall not use, occupy or permit the Property to be used for any purpose, activity or improvement except as provided in this License, or as may be approved in writing by CP.

Specifically:

- (i) *Advertising* – Licensee shall not permit any advertisements or signs upon the Property (except signs that may be required by applicable governmental law, rule or regulation based on the nature and extent of the Work); and
- (ii) *Use of Hazardous Substances* – Licensee shall not, without prior written disclosure and approval by CP, use or authorize the use of any Hazardous Substances on the Property, including installation of any above or underground storage tanks; subject thereto, Licensee shall arrange at its own cost for the lawful transportation and off-site disposal of any and all Hazardous Substances that it shall use or generate. **“Hazardous Substances”** shall mean any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product,

distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in applicable regulatory or environmental laws.

8.0 Reservation and Rights of CP

(a) Railroad Activities Take Priority Over Work

All Work by Licensee shall be subordinate to the reasonable needs of CP in connection with the operation, maintenance and movement of railroad trains and equipment on the Property. Notwithstanding the foregoing, the parties agree to cooperate in good faith to schedule their respective work activity on the Property to minimize each other's delays.

(b) Interference With Prior/Future Use

Licensee right to use the Property to perform the Work is subject to any prior easements, licenses, or permits to use the Property for tracks, roads, walkways, poles, wires, pipelines, sewers, billboards, and other improvements. Furthermore, CP reserves the right to place upon, across, above and/or under the Property additional tracks, roads, walkways, poles, wires, pipelines, sewers, billboards, and other improvements in any manner that does not interfere with Licensee's Work or the Utility Line.

(c) Relocation – Licensee shall relocate the Utility Line, at its sole cost and expense, if CP determines that such relocation is reasonably necessary for the current operation of the railroad tracks.

(d) Monitoring

CP may elect to be present at the Property during the Work and to monitor same, at CP's sole cost and expense.

9.0 Investigation; Compliance with Laws; Safety Requirements

(a) Prior Use – Before performing Work on the Property, Licensee shall obtain consent of all persons or entities that are using or occupying any portion of the Property, if such consent is required by applicable laws and/or regulations. CP will cooperate with Licensee in obtaining such consent from any person or entity that unreasonably withholds consent.

(b) Underground Utilities And Structures

- (i) Licensee shall, pursuant to applicable laws and/or regulations, be responsible for determining the location of all underground utilities (e.g. electric lines, telephone lines, gas lines, steam lines, sewer lines, water lines, fiber optic cable), and utility structures.
- (ii) Licensee shall call the Diggers Hotline One Call at (800) 242-8511 and make arrangements to have all applicable underground utilities marked prior to commencing any excavation or boring on the Property.
- (iii) CP will cooperate with Licensee to identify the location of underground utilities and utility structures known to CP, but such cooperation shall not relieve Licensee of its obligations under (i) and (ii) above.
- (iv) Licensee shall call CP's Call-Before-You Dig group at (866) 291-0741, no less than five (5) Working Days prior to the date that Work is to be performed, in order for CP to mark its underground facilities on the Property. CP shall mark all its underground facilities on the Property within this five (5) day period to avoid delaying Licensee.

(c) Permits and licenses; Compliance With Laws

Licensee shall secure, at no expense to CP, any permits or licenses required in connection with the Work, and shall comply with all laws applicable to the Work and the use and operation of the Utility Line, including but not limited to any laws, standards, regulations, and permit requirements relating to environmental pollution and/or contamination, or to occupational health and safety.

(d) Compliance With CP Safety Requirements

While on the Property Licensee shall comply with CP's safety requirements as set forth in the document entitled "**Minimum Safety Requirements for Contractors Working on Railway Property**". It is Licensee's responsibility to obtain the most up-to-date copies of these requirements prior to commencement of any Work and ensuring that every person on the Property has access thereto.

10.0 Work in Close Proximity to Railroad Operations; Drainage

- (a) **Interference With Railroad Operations** – Licensee shall keep CP fully apprised of its proposed activities on the Property so as to prevent any interference with the operations of CP's trains or equipment (or the trains and equipment of others lawfully using the tracks) operating on or near the Property.
- (b) **Clearance** – No Work shall be done or any equipment or other obstruction placed over or within 25 feet laterally of the centerline of any track without advanced notification to CP.
- (c) **Flagging** – Licensee shall make arrangements with CP for such flagging or watchmen service as CP deems necessary for the protection of railroad traffic. Pursuant to Section 2(c)(2) above, Licensee will compensate CP for its reasonable and customary charges to provide flagging or watchmen service of. The fact that CP provides such service shall not relieve either party from liability under this License.
- (d) **Certain Work Close to Track Not Permitted; Lateral Support**
- (i) Unless otherwise agreed to in writing by CP, excavations, borings, wells, pits, test holes, probe sites, and the like shall not be located closer than 25 feet from the centerline of the nearest railroad track on or adjacent to the Property, nor will Licensee take, or allow any of its employees, agents or contractors to take, any action on the Property that would materially impair the lateral or sub-adjacent support of adjacent lands or railroad tracks.
 - (ii) Unless otherwise agreed to in writing by CP, drilling and excavating equipment (and related equipment) shall not be located closer than 25 feet from the centerline of the nearest railroad track or any railroad track.
 - (iii) In the event that CP permits excavations, borings, wells, pits, test holes, probe sites, and the like in close proximity to tracks, embankments or other features providing lateral support or sub-adjacent support to land or tracks, then notwithstanding anything herein to the contrary, Licensee shall be responsible for designing and constructing, at no cost to CP, any measures required to prevent the collapse, erosion or impairment to said land or tracks.
- (e) **Storm Water** – Licensee shall not, unless otherwise agreed to in writing by CP, make any changes to the Property that would either increase the historic flow rate of storm water from the Property, or create an impediment to the historic flow of storm water from the Property.
- (f) **Fences** – If the parties agree that it is necessary for the safety of the railroad operations, employees and/or the public, for a fence to be erected during the Work, Licensee agrees to erect such fencing at its sole cost and expense. Following completion of the applicable Work, Licensee shall remove such fencing and fill and tamp any post holes with clean material.

11.0 Conduct

- (a) **Property Clean, Safe and Free From Nuisance** – During any Work Licensee shall not permit the existence of any nuisance (as defined pursuant to Wisconsin law) upon the Property, and shall at all times during the Work keep the Property in a clean, safe and sanitary condition free from any unreasonable accumulations of waste materials, debris or refuse.
- (b) **Release of Hazardous Substances** – Licensee shall not cause or allow its employees, agents or contractors to cause, the release of any Hazardous Substances on or from the Property.

- (c) **Response Actions** – Licensee shall promptly take all necessary action in response to a release or potential release of Hazardous Substance at the Property, caused by Licensee or attributable to any act and/or omission of Licensee (or its employees, agents or contractors), that could:
 - (i) give rise to any claim under applicable environmental laws and/or regulations;
 - (ii) cause a public health or workplace hazard; or
 - (iii) create a nuisance (as defined pursuant to Wisconsin law).
- (e) **Release or Suspected Release** – Licensee shall promptly notify CP of any actual or suspected release of any Hazardous Substances on or from the Property, regardless of the cause of the release.
- (f) **Notices, Summons, Citations, etc.** – Licensee shall promptly provide CP with copies of any all summons, citations, directives, information inquiries or requests, notices of potential responsibilities, notices of violations or deficiencies, orders or decrees, claims, causes of action, complaints, investigations, judgments, or other communications, written or oral, actual or threatened, received by Licensee that is applicable to the Property or Work, including but not limited to notices from the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or other federal, state or local agency or authority, or any other entity or individual, concerning:
 - (i) any release of a Hazardous Substance on or from the Property;
 - (ii) the imposition of any lien on the Property; or
 - (iii) any alleged violation of or responsibility under any applicable environmental law.

12.0 Liability

- (a) **Damage to Tracks, Facilities, and Equipment** – If any tracks, facilities, or equipment owned, used, or maintained by CP are damaged in connection with the Work or Licensee's use or operation of the Utility Line, CP shall repair (or arrange for the repair of) such damage and Licensee shall pay the full cost of such repair within 30 days after receipt of CP's invoice.
- (b) **Assumption of Risk** – Licensee is fully aware of the dangers of working on and about railroad property and railroad operations and knowingly and willingly assumes the risk of harm (e.g., injury to or death of persons and damage to or destruction of property) that may occur while on and about the Property. Without in any way limiting the scope of the preceding sentence, Licensee assumes the risk that the Utility Line and any Work or appurtenances thereto on the Property may be disturbed, damaged, or destroyed by CP or third persons, and except where arising from the intentional malicious conduct of CP or its employees, agents, or invitees, Licensee shall not make any claim against CP on account of same, even if such disturbance, damage, or destruction arises from the negligence of CP or its employees, agents, or invitees. Licensee assumes full responsibility for protecting its installations and personal property from theft and vandalism while such installations and personal property are on the Property.
- (c) **Indemnity** – As used in this License, "Indemnified Parties" means the following businesses and their officers, directors, employees, and agents: Soo Line Railroad Company, Delaware and Hudson Railroad Corporation, Inc., Dakota, Minnesota and Eastern Railroad Corporation, Soo Line Corporation, Canadian Pacific Railway Company, Wyoming Dakota Railroad Properties, Inc., any company doing business as Canadian Pacific, and any railway company or contractor operating trains or rail equipment upon railway tracks in close proximity to the Property or the Utility Line, together with the parent companies, subsidiaries, and affiliated companies of all of the foregoing.

To the maximum extent permitted by applicable law, Licensee shall release, indemnify and defend the indemnified Parties (as defined below) against all claims, demands, actions, suits, judgments, losses, damages (including, but not limited to, lost profits and other actual, compensatory, direct, consequential, punitive, and exemplary damages), expenses, penalties, fines, sanctions, court costs, litigation costs, and attorneys' fees (collectively, Claims) arising out of or relating to any destruction of (or damage to) any property or natural resource, any injury to

(or death of) any person, or any environmental pollution or contamination whatsoever, where such destruction, damage, injury, death, pollution, or contamination actually or allegedly arises in whole or in part from the presence of the Utility Line on the Property or any Work connected therewith, or any action or omission of Licensee while on or about the Property pursuant to this License, or the exercise by Licensee of the rights and permissions granted by this License.

13.0 Insurance – Prior to commencing any Work, Licensee shall procure and maintain in effect (or cause its contractor to procure and maintain in effect) the insurance coverages set forth in Appendix 2.

14.0 Miscellaneous Provisions

- (a) **Amendment/Waiver** – This License cannot be amended, modified or revised unless done in writing and signed by CP and Licensee. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this License or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.
- (b) **Compliance with Law** – Both parties agree to comply with all applicable federal, state and local laws, orders, rules and regulations ("Laws").
- (c) **Assignment; Binding Effect** – This License may not be assigned by Licensee without first obtaining CP's advance written consent. The terms and conditions contained in this License will bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.
- (d) **Entire Agreement** – This License and the appendix attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this License. Except as otherwise stated in this License, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this License and the transactions it contemplates.
- (e) **Governing Law** – This Agreement will be governed by the laws of the state in which the Property is located, without regard to conflicts of law.
- (f) **Interpretation** – Unless otherwise specified, the following rules of construction and interpretation apply:
 - (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof;
 - (ii) use of the term "including" will be interpreted to mean "including but not limited to";
 - (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed;
 - (iv) appendix are an integral part of this Agreement and are incorporated by reference into this Agreement;
 - (v) use of the terms "termination" or "expiration" are interchangeable;
 - (vi) reference to a default will take into consideration any applicable notice, grace and cure periods;
 - (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement;
 - (viii) the singular use of words includes the plural where appropriate; and
 - (ix) if any provisions of this Agreement is held invalid, illegal or unenforceable, the remaining Provisions of this Agreement shall remain in full force if the overall purpose of the

Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired

- (g) **Survival.** Any provisions of this License relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this License that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.
- (h) **Singular and Plural** – As used in this License, the singular form of a word includes the plural form of that word, and vice versa, and this License shall be deemed to include such changes to the accompanying verbiage as may be necessary to conform to the change from singular to plural, or vice versa.
- (i) **Duplicate Copies and Counterparts** – This License may be executed in counterparts, which together shall constitute one and the same. The parties may execute more than one copy of this License, each of which shall constitute an original.

THE PARTIES HERETO have executed this License as evidence of their agreement to the terms contained herein.

CITY OF WISCONSIN DELLS

SOO LINE RAILROAD COMPANY
Doing business as Canadian Pacific

By: Edward E. Wojnicz
Printed Name: Edward E. Wojnicz
Its: Mayor
Date: April 19, 2019

By: Nikol Daniels
Printed Name: Nikol Daniels
Its: Leasing Specialist
Date: 04/25/2019

APPENDIX 1

1. RAILROAD CONTACTS:

A. Real Estate: Processing of License, fees

Address	Contact Info	
Canadian Pacific Real Estate US – Utility Permits Canadian Pacific Plaza – Suite 700 120 South Sixth Street Minneapolis, Minnesota 55402	Phone:	(612) 904-6143
	Fax:	(612) 904-6147
	Email:	Real Estate - US@cpr.ca

B. Risk Management: Submittal of Insurance Coverage Renewals.

Address
Canadian Pacific Risk Management Department 7550 Ogdendale Road Calgary, Alberta T2C 4X9

C. Engineering: Application, Review of Technical Specifications

Address	Contact Info	
Canadian Pacific 11306 Franklin Ave Franklin Park, IL 60131	Name:	Otis Goodman
	Title	Supervisor Public Works - US West
	Phone:	(630) 860-4117
	Fax:	
	Email:	Otis_Goodman@cpr.ca

D. Scheduling of Flagging:

The following must be contact **no less than 10 Working Days** (excludes Saturday, Sunday and holidays observed by CP) prior to date on that Work is to be performed.

Otis Goodman, contact info in Section C.

E. Utility Locates

CP: CP Call-Before-You-Dig 1-866-291-0741: Must be called **no less than 5 Working Days** (excludes Saturday, Sunday and holidays observed by CP) prior to date on that Work is to be performed.

Local: The Licensee must also contact the local **Call-Before-You-Dig** service
The national number for utility locating is 8-1-1.

In Wisconsin, the utility locating service is called diggers hotline one-call at (800) 242-8511 and, in addition to dialing 8-1-1, can be reached at www.diggershotline.com.

CP does not guarantee the accuracy of the foregoing information. The Licensee is ultimately responsible for contacting and complying with local utility locating requirements and determining the proper contacts or manner of doing so.

2. LICENSEE CONTACTS:

A. Licensee Information

Licensee:	City of Wisconsin Dells		
Type of Entity:		State of Formation:	WI
Mailing Address:	300 La Crosse Street Wisconsin Dells, WI 53965		
Delivery Address: (if different)			
Billing Address: (if different)			
Telephone No.	608.253.2542 ext. 414	Web Site:	

B. Licensee Contact

THIS IS THE INDIVIDUAL TO WHOM CP SHOULD SEND DOCUMENTS AND OTHER CORRESPONDENCE.

Name:	David Holzem	Address. Write "Same" if same as above
Company:	Same	
Title:	Director of Public Works	
Office Number:	Same	
Fax Number:		
Mobile Number:	608.432.1018	
Email:	dholzem@dellscitygov.com	

C. Construction Contact

THIS IS THE INDIVIDUAL TO WHOM CP SHOULD INTERACT IN CONNECTION WITH ANY WORK WITH THE UTILITY LINE

Name:	RICK ROGERS	Address. 101 Miller Dr. P.O. Box 429 LAKE DELTON, WI 53940
Company:	HOLTZ BUILDERS INC	
Title:	VP OF Construction Ops	
Office Number:	608 253-0990	
Fax Number:		
Mobile Number:	608-963-7517	
Email:	R.ROGERS@HOLTZBUILDERS.com	

D. Additional Contact
Optional information if needed.

Contact for:	LAND OWNER/DEVELOPER - RIVERWOOD Eagles Nest LLC	
Name:	STEVE CHAN	Address.
Company:	RIVERWOOD EAGLES NEST LLC	
Title:	MANAGING MEMBER	
Office Number:	608-829-3450 x622	
Fax Number:	-	
Mobile Number:	608-215-4542	
Email:	STEVE.CHAN@1CONDIGITALUSA.COM	

E. Emergency Contact:
In the event that there is an emergency affecting the Utility Line, is there an additional contact that CP could attempt to reach?

Name:	RICK ROGERS
Office Number:	608-253-0990
Mobile Number:	608-963-7517
Email:	RROGERS@HOLTZ BUILDERS.COM

APPENDIX 2

Insurance Requirements

1. General Insurance Requirements.

The following requirements apply to all insurance coverages required by the License.

- 1.1. Insurance is a prerequisite for the Work: Licensee shall not enter the Property until all of the required policies have been approved in writing by CP.
- 1.2. Evidence of Insurance: No less than Five (5) Working Days before Licensee or its contactor enters the Property or commences any Work; CP must receive and approve the certificates of insurance evidencing the insurance coverages set forth in this Appendix 2.
- 1.3. Thirty Day Notice of Cancellation: All policies shall be endorsed to require that CP be given not less than 30 days written notice in advance of cancellation or termination of the policy or of any change or amendment to the policy that restricts or reduces coverage. Notices shall be sent to the addresses set forth in Appendix 1 for the Real Estate Department and also the Risk Management Department.
- 1.4. Except for Automobile and Workers Compensation policies, each policy of insurance shall include the following endorsement upon the certificate, or within the binder, policy or other contractual evidence signed by the insurer and in form acceptable to CP:

"It is agreed that the policy or policies of insurance evidenced by this certificate covers the liability assumed by the insured in connection with work pursuant to Utility Occupancy License No. 5055401 dated April 1st, 2019 by and between Licensee and Soo Line Railroad Company encompassing an **underground water main crossing at Wisconsin Dells, Columbia County, WI**, including work upon railroad property, within railroad right of way and in close proximity operating railroad tracks."
- 1.5. Cross Liability (severability of interest endorsements): Except for automobile coverage, all policies shall be endorsed with a cross liability (severability of interest) endorsement in substantially the following form:

"This policy shall insure each person, firm, or corporation hereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion herein of more than one insured shall not operate to increase the limits of the insurance company's liabilities."
- 1.6. Additional Insureds; Waiver of Subrogation: The policy shall be endorsed to add the following as additional insureds:

Soo Line Railroad Company, Soo Line Corporation and Canadian Pacific Railway Company, (collectively, the Protected Parties), and its associated or affiliated subsidiaries (and the Directors, Officers, employees, agents and trustees of all of the foregoing). The policy shall also be endorsed to waive subrogation rights against the Protected Parties.
- 1.7. Coverage amounts subject to increase: The Parties agree that Utility Lines can have a long useful life and that the insurance coverage limits initially set forth in this License may not be adequate during entire life of the Utility Line. Accordingly, the insurance coverages set forth herein shall be subject to change relative change in CP standards. The License shall not be required to comply with increased coverage limits until CP provides the Licensee with 90 days advance written notice of a change in coverage limits, or following notice by CP in connection with any Work by the Licensee that requires flagging.

- 1.8 Renewals. Evidence of renewal of insurance coverage should be sent to the Risk Management contact information set for in Appendix 1.
- 1.9 Copies of Policies. CP reserves the right to demand a certified copy of any required policy, and Licensee or its contractor shall provide such copy within 10 Working Days (excludes Saturdays, Sundays and holidays observed by CP) after CP shall give notice to Licensee demanding such copy.
- 1.10 Insurers to be acceptable to CP. All of the required policies shall be issued by insurers acceptable to CP and shall be acceptable to CP in both form and substance
- 1.11 Policies obtained by Contractors and Sub-contractors. If any commercial general liability and automobile policies are procured by Licensee's contractor, Licensee and CP shall be added as an additional insured party under such policies. If the contractor uses a subcontractor, the contractor shall provide the required policies and shall, in addition, either require the subcontractor to provide insurance equivalent to that described herein or obtain endorsements to the contractor's policies naming the subcontractor as an additional insured party. If a subcontractor uses a sub-subcontractor, the sub-subcontractor shall either provide insurance equivalent to that required of the subcontractor or shall be named as an additional insured party on the contractor's or subcontractor's policies.
- 1.12 Lapse in insurance coverage. In the event any required policy lapses, CP shall have the option of immediately suspending Work or use of the Utility Line. Additionally, any lapse in required insurance shall be deemed a breach of the License and grounds for termination as provided in the License.
- 1.13 Insurance does not limit liability. The insurance coverage obtained pursuant to section 9 and its sub-sections shall in no manner restrict or limit the liabilities assumed by Licensee under this License.
- 1.14 Insurance shall be primary. The insurance coverage required to be maintained pursuant to the License shall be primary and not excess of any other insurance that may be available. Unless otherwise provided, all insurance coverage shall take place in the form of an occurrence basis policy and not a claims made policy.

2. Required Insurance Policies and Limits of Coverage.

Licensee shall obtain and maintain in full force and affect the following policies of insurance:

- 2.1. **Commercial General Liability Insurance – Normal Operation of Utility Line:**
So long as the Utility remains in place pursuant to this License in the status of normal operation, Licensee shall obtain Commercial general liability insurance with a policy limit of not less than \$5,000,000 per occurrence for bodily injury, death, and damage to or destruction of property (including the loss of use thereof).

The policy will include those policy extensions commonly referred to as broad form completed operations, blanket contractual, contractor's protective, excavation, collapse, and underground damage. The policy shall by its wording or by endorsement insure those liabilities and obligations which this License contemplates will be assumed by Licensee, including liabilities and obligations to indemnify the Indemnified Parties (defined in Section 12(c)). The policy, also by its wording or by endorsement, shall not exclude operations on or in the vicinity of the railway right of way.
- 2.2 **Automobile Liability and Property Damage Insurance:**
During any period in that Work is to be performed on the Utility Line, Licensee or its contractor performing the Work, shall obtain Automobile liability and property damage insurance in an amount not less than \$2,000,000, personal injury and property damage combined, covering

the ownership, use, and operation of any motor vehicles and trailers licensed for use on public highways which are owned, non-owned, leased, or controlled by Licensee or its contractor and used in connection with the Work.

2.3. **Workers Compensation Insurance:**

During any period in that Work is to be performed on the Utility Line, Licensee or its contractor performing the Work, shall obtain Workers compensation insurance which shall be in strict accordance with the requirements of the most current and applicable state Workers Compensation insurance laws, and Employers' Liability insurance including Occupational Disease insurance with limits of not less than One Million Dollars (\$1,000,000) each accident/each employee, and where appropriate coverage under said policies to be extended for liability under the FELA, USL&H Act, and the Jones Act. The Licensee shall, before any services are commenced under this License submit written evidence that it has obtained full Workers Compensation insurance coverage for persons whom it employs or may employ in carrying out the services under this License. CP and its associated or affiliated companies (and the Directors, Officers, employees, agents and trustees of all of the foregoing) shall be waived of any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims

2.4. **Railroad Protective Liability Insurance:**

During any period in that Work is to be performed on the Utility Line, Licensee or its contractor performing the Work, shall obtain Railroad protective liability insurance (occurrence form), in the name of Soo Line Railroad Company and Canadian Pacific Railway Company, with a single limit (personal injury and property damage combined) of not less than Five Million Dollars (\$5,000,000) per occurrence and Ten Million Dollars (\$10,000,000) per aggregate. The Services shall not commence until such time as the evidence of coverage is received and approved by CP. Railroad Protective Liability insurance shall only be applicable during the Term.

2.5. **Contractor's Pollution Liability insurance:**

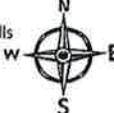
During any period in that Work is to be performed on the Utility Line, Licensee or its contractor performing the Work, shall obtain Contractor's Pollution Liability insurance Including naming CP as an additional insured, with a limit of not less than Two Million Dollars (\$2,000,000) for any one loss or pollution event. Coverage shall not be limited to, claims for bodily injury, death, damage to property including the loss of use thereof, clean-up costs and associated legal defense expenses arising from pollution conditions caused by, and/or exacerbated by, services performed by the contractor on behalf of CP. The policy shall be endorsed to contain a blanket contractual liability endorsement. If this policy is written on a "claims-made" basis it shall remain in effect for no less than twelve (12) months after the expiry or termination of this agreement.

APPENDIX 3



43.619845 -89.770439

City of Wisconsin Dells is proposing to install an UG Water Main crossing, an 8" Ductile Iron carrier pipe inside a 24" steel casing at a minimum of 11.88' under tracks located on the NW ¼ of the SE ¼ in section 10, township 13N, range 6E in the City of Wisconsin Dells, Columbia County, WI at mile post 194.4 on the Tomah Subdivision, per CPR Specifications. 01/09/2019

5055401 EXHIBIT "A"		 CANADIAN PACIFIC
Location: Wisconsin Dells, WI Utility Owner: City of Wisconsin Dells Type: UG Pipeline Engineering Division: Southern Subdivision: Tomah Mile Post: 194.4		
		Engineering Department 11306 Franklin Ave. Franklin Park, IL 60131

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the Finance Committee from their May 20, 2019 meeting;

IT APPROVES the Riverwood Eagle's Nest Modification Agreement.

Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes, ____ nays ____ abs.
Date Introduced: May 20, 2019
Date Passed:
Date Published:

**Riverwood Eagle's Nest
Modification Agreement**

This Modification Agreement is by and between the City of Wisconsin Dells, a Wisconsin Municipal Corporation (City) and Riverwood Eagle's Nest, LLC, a Wisconsin Limited Liability Company (Developer)

The parties agree to modify the 2nd Extended & Restated Development Agreement as follows:

1. The date deadlines established in Section 4 a.) through d.) are deleted. The parties have mutually agreed that strict adherence to the dates established is not integral to completion of a successful project.
2. Pursuant to Section 8, Developer remains responsible for the installation of the water loop project; but, the City shall not "up front" the costs of installation or recover its costs pursuant to a special assessment. Subsections 8 d.) through g.) are deleted consistent with Developer's responsibility to install the water loop project at its sole cost.
3. All other terms of the 2017 Development Agreement/Master Plan and 2nd Extended & Restated Development Agreement remain in full force and effect.

CITY OF WISCONSIN DELLS

Dated: _____, 2019.

Edward Wojnicz, Mayor

Dated: _____, 2019.

Nancy R. Holzem, Clerk/ Administrative
Coordinator

RIVERWOOD EAGLE'S NEST, LLC

Dated: _____, 2019.

By: _____
its: _____

CITY OF WISCONSIN DELLS

Dated: _____, 2019.

Edward Wojnicz, Mayor

Dated: _____, 2019.

Nancy R. Holzem, Clerk/Administrative
Coordinator

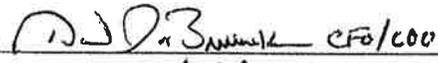
RIVERWOOD EAGLE'S NEST, LLC

Dated: MAY 15, 2019.

By: 
its: MANAGING MEMBER

HOLTZ BUILDERS, INC.

Dated: MAY 15, 2019.

By:  CFO/COO
its: CFO/COO

COPY
of
Changes

Riverwood Eagle's Nest
2nd Extended & Restated Development Agreement

This 2nd extended and restated Development Agreement is by and between the City of Wisconsin Dells, a Wisconsin Municipal Corporation (City) and Riverwood Eagle's Nest, LLC, a Wisconsin Limited Liability Company (Developer)

RECITALS

- A. The City and Developer are parties to a certain Development Agreement and Master Plan dated August 4, 2017 (the 2017 Agreement), a copy of which is attached as **Exhibit 100**.
- B. That 2017 Agreement covered the Riverwood Eagle's Nest project in general and Phase 1A in particular.
- C. On or about May/June, 2018, the City and Developer entered into an Extended and Restated Development Agreement (the 2018 Agreement) which extended the 2017 Agreement to Phase 1B and restated and applied the 2017 Agreement to Phases 1A and 1B.
- D. Subsequently the Developer requested that certain dates in the 2018 Agreement be modified and the City wished to reiterate and clarify Developer's obligation to install looped water main service in connection with Phase 1A of the project.
- E. This 2nd Extended & Restated Development Agreement is designed to address the respective concerns of Developer and City and includes revised designations of Exhibits.
- F. This 2nd Extended & Restated Development Agreement extinguishes the 2018 Agreement and amends and updates the original underlying 2017 Agreement.

AGREEMENT

- 1. Attached and incorporated by reference as **Exhibit 101** is a document captioned "Riverwood Eagle's Nest Phase 1A and B Zoning Use" which delineates the components of the phases subject to this agreement and approved by the City.
- 2. Attached and incorporated by reference as **Exhibits 102-105** respectively are the following sketches and diagrams regarding the project:
 - 102 Overall site plan showing location of Phase 1B.
 - 103 Phasing Diagram
 - 104 Phase 1B Independent Living Apartments RCAC-FLEX
 - 105 Overall Utility Plan

3. Attached and incorporated by reference is **Exhibit 106** which sets forth the contingencies and recommendations applicable to Phase 1B, the GDP and Phase 1A.

4. ~~The City's obligation to provide financial assistance to Developer is contingent on Developer meeting the following deadlines and requirements:~~

~~a.) Not later than the following dates, the Developer shall present to the City an irrevocable, final unconditional and verified financing commitment from a lender satisfactory to the City which commitment shall be sufficient to cover all of the Phase 1A and Phase 1B costs and expenses:~~

~~Phase 1A – July 31, 2018 // Phase 1B – October 1, 2019~~

~~b.) Not later than the following dates, Phase 1A and Phase 1B buildings and improvements shall be commenced:~~

~~Phase 1A – May 15, 2019 // Phase 1B – January 1, 2020~~

~~c.) Not later than the following dates, occupancy permits for the Phase 1A and Phase 1B buildings and improvements shall be obtained:~~

~~Phase 1A – February 15, 2020 // Phase 1B – December 31, 2020;
and,~~

~~d.) No site work or construction related to Phase 1A or Phase 1B improvements may be commenced without: i.) all required government permits and approvals; and, ii.) the City's acknowledged receipt and acceptance of the required financing commitment for the specific phase.~~

5. The City's financial assistance for Phase 1A and Phase 1B shall be as follows:

a.) Phase 1A. The projected Tax Increment Value of Phase 1A, when completed, is \$9.5 million. The City shall pay Developer a total tax increment contribution which will be the lesser of \$1.425 million or 15% of the added tax increment value of Phase 1A. Assuming timely commencement and completion, first 1A incentive payment: September, 2021.

b.) Phase 1B. The projected Tax Increment Value of Phase 1B, when completed, is \$9 million. The City shall pay Developer a total tax increment contribution which will be the lesser of \$1.35 million or 15% of the added tax increment value of Phase 1B. Assuming timely commencement and completion, first 1B incentive payment: September, 2022.

- c.) The amounts of the annual payments for Phase 1A and Phase 1B respectively shall be 90% of the tax increment revenue received by the City in that year with respect to the Phase 1A or 1B project.
 - d.) The total tax increment contribution for Phase 1A and Phase 1B shall be paid annually for 10 years or until paid in full whichever occurs first. No payments will be made after 10 years.
 - e.) Phase 1A and Phase 1B will be subject to separate payments and separate 10 year terms.
6. The independent living duplexes, consisting of 13 buildings and 26 units, will be constructed consistent with market demand on lands that are not in the tax increment district. The duplex improvements will not be counted toward the Phase 1A and Phase 1B tax increment value. The value(s) of the duplexes shall be ascertained and kept separate.
7. As a precondition of the City's obligation to pay annual tax increment revenue payments:
- a.) Developer shall have an occupancy permit timely obtained by the City for the complete phase for which payment will be made.
 - b.) Developer shall, at all times during the term of the extended and restated development agreement and the Phase 1A and Phase 1B payment periods, keep and maintain or cause to be kept and maintained the property in good condition and repair, in a safe, clean and attractive condition, and free of all trash, litter, refuse and waste.
 - c.) Developer will comply with, and will cause the property to be in compliance with, all applicable federal, state, local and other laws, rules, regulations and ordinances including, without limitation, all environmental, building and property maintenance rules, regulations and ordinances.
 - d.) Developer shall not allow the property to become blighted and Developer shall make or cause to be made from time to time all necessary repairs to the premises so as to maintain the project in its intended use and usable form absent ordinary wear and tear.

8. The "Water Loop" provisions of this agreement are as follows:

- a.) In this agreement the term "water loop project" means "portions of the water main extension from the Bauer street connection to the first isolation gate valve south of the Canadian Pacific Railway Company (CP) right-of-way."
- b.) The Riverwood project shall include a water main loop installed at Developer's cost and expense and located, designed and engineered according to City specifications and directions; and, subject to the public let provisions of Wis. Stat. sec. 62.15.
- c.) Not later than May 15, 2019 Developer shall have and provide evidence of permission from CP to install and maintain a crossing of its facilities for such purpose. The occupancy permit for Phase 1A improvements shall not be issued by the City to the Developer unless the water main loop is installed and operable consistent with City requirements.

~~d.) The costs of the water loop installation project, including all design, engineering and permitting, shall be paid as follows: Developer shall submit invoices to the City which the City will pay after City is satisfied that the materials, equipment and work invoiced is satisfactory. Upon completion of the project and its dedication to and complete acceptance by the City, the City will compute the cost of the expense paid or payable by the City and bill that amount to the Developer which amount the Developer shall pay in full within forty five (45) days. If payment is not made within forty five (45) days the unpaid amount shall be levied as a special assessment against Developer's property.~~

~~e.) The special assessment shall bear interest at the City's then current borrowing costs plus 1%(interest rate) The special assessment shall be levied pursuant to Wis. Stat. sec. 66.0703 and applicable City Ordinances and shall be payable in two annual installments plus interest at the interest rate described herein. The special assessment shall be a lien against the property and run with the land.~~

~~f.) Assuming timely commencement and completion of the water loop project, the special assessment will be levied in tax years 2020 and 2021.~~

~~g.) In consideration of the terms and conditions of this Agreement, Developer hereby waives, pursuant to Wis. Stat. sec. 66.0703, any and all requirements of the Wisconsin Statutes which must be met prior to the imposition of a special assessment (including but not limited to the~~

notice and hearing requirements of Wis. Stat. secs. 66.0703(4) through (7), and agrees that the City may proceed immediately to levy the special assessment in the amount and on the terms and conditions set forth in this Agreement. Developer further waives its rights to appeal from the special assessment and stipulates that the amount of the special assessment levied against the Developer property has been determined on a reasonable basis, and that the benefits to the Developer property from the proposed improvements exceed the amount of the special assessment against the Developer property. In addition, Developer waives its appeal rights under Wis. Stat. sec. 66.0703(12) and agrees to the terms of the payment set forth in this Agreement.

9. All other terms of the 2017 Development Agreement/Master Plan are extended, restated and applied to Phase 1A and 1B jointly and severally.

CITY OF WISCONSIN DELLS

Dated: _____, 2019.

Edward Wojnicz, Mayor

Dated: _____, 2019.

Nancy R. Holzem, Clerk/Coordinator

RIVERWOOD EAGLE'S NEST, LLC

Dated: _____, 2019.

By: _____
its: _____

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the Public Works Committee from their May 13, 2019 meeting;

IT APPROVES the purchase of a 2020 Versa Lift Digger Derrick from Utility Sales & Service for \$273,497, with funding derived from the Electric Utility.

Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes, ____ nays ____ abs.
Date Introduced: May 20, 2019
Date Passed:
Date Published:

*

Digger Derrick Data		LF	#'s	#'s, 10' Radius	LF	Boom	Build	Command		
Utility sales and service	Quote ID	Price	Boom Length	Max. Lift Cap.	Lift Cap.	Side reach	Location	Location	Seat	
Outfitting (Versa Lift)	#19-03-01R1	\$ 192,510	50'	30,300	17,100	40.5	Center	WI	No	Allows for some inspection throughout or at least pre-paint.
2020 IH HV 507 4x2 Reg. Cab		\$ 80,987								
Total		\$ 273,497								
Terex	QU 12097		48'	27,850	13,700	38.5	Center	SD	Yes	Any pre inspections would likely be handled via phone/computer
Outfitting										
2020 IH HV 507 4x2 Reg. Cab		\$ 253,735								
Steel surcharge		\$ 5,183								
Total		\$ 258,918								\$(14,579)
Current (1994)			45'	19,000	8,900	35	Right Corner			9.5' radius

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

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the City Plan Commission from their May 13, 2019 meeting;

IT APPROVES the Site Plan Application submitted by the Wisconsin Dells School District for the construction of a new high school on Sauk County Parcel 291-0026-12000, contingent upon final approval from city staff.

Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes, _____ nays ____ abs.

Date Introduced: May 20, 2019

Date Passed:

Date Published:

SITE PLAN APPLICATION

Wisconsin Dells, Wisconsin

Version: February 27, 2008

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

- Office Use Only -

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

1. Applicant information

Applicant name Wisconsin Dells School District

Street address 811 County Road H

City Wisconsin Dells

State and zip code 53965

Daytime telephone number 608-254-7769

Fax number, if any _____

E-mail, if any tslack@sdwd.k12.wi.us

2. Subject property information

Street address	Area North of Highway 12 & County road A Intersection	
Parcel number	0026-12000	Note: the parcel number can be found on the tax bill for the property or may be obtained from the City.
Current zoning classification(s)	C4- Commercial- Large Scale	
Describe the current use	The existing site is a farm field	

3. Proposed use. Describe the proposed use.

The proposed site will be a high school with associated amenities, I.E. parking lots, sports fields, storm water features, etc. The site also includes future elementary school, administrative building, and associated amenities.

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

Teachers and students would start arriving at the school at 7AM and sporting events may last until 10PM.

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

Traffic volume will increase during school hours with expected peak flows between 7-8 AM and 3-4 PM. The site includes parking lots with exterior lights that will be visible from the roadway. The intersection at county road A and Highway 12 will be altered as part of this project with plans completed at a later date.

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

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

- a. Consistency of the project with the city's comprehensive plan and neighborhood plan or other subarea plan, if any
Per City's comprehensive plan, a 2001 survey suggested that the schools may need to be expanded on or create new facilities in the future.

- b. Effects of the project on traffic safety and efficiency and pedestrian circulation, both on-site and off-site
Traffic loads will be increased as a result of the project. The city, with MSA, is working on a offsite plan for traffic safety.

- c. Effects of the project on the natural environment
This project is adding imperviousness area to the site, which could result in more storm sewer runoff. The site was designed to vastly reduce peak flows through the use of the wet pond to help reduce flooding downstream.

- d. Effects of the project on surrounding properties, including operational considerations relating to hours of operation and creation of potential nuisances
Surrounding areas will see increase loads in traffic volume.

- e. The overall appearance of the project
The site will appear as a typical high school campus with sports fields.

- f. If the project is a multi-family real estate development (more than 3 dwelling units), does the project meet the following standards:
 - 1. All setback areas fronting on or visible from an adjacent public street, and all recreation, leisure and open space areas shall be landscaped in accordance with the project plan. Decorative design elements, such as fountains, pools, benches, sculpture, planters, exterior recreational facilities and similar elements may be permitted, providing such elements are incorporated as part of the landscaping plan; and, permanent and automatic irrigation facilities are provided in all planted landscaped area.

 - 2. Minimum open space is thirty (30%) percent of the net area being developed. The net area shall exclude dedicated or proposed-dedicated public rights-of-way.

SITE PLAN APPLICATION
Wisconsin Dells, Wisconsin

Version: February 27, 2008

3. Common open space areas are designed and located within the project to afford use by all residents of the project. These common areas may include, but are not limited to: game courts or rooms, swimming pools, garden roofs, sauna baths, putting greens, or play lots.

4. Active recreation and leisure areas, except those located completely within a structure, used to meet the open space requirement, shall not be located within fifteen (15) feet of any door or window of a dwelling unit.

5. Private waterways, including pools, streams and fountains, may be used to satisfy not more than fifty (50%) percent of the required open space.

6. Trash collection areas shall be provided within two hundred and fifty (250') feet of the units they are designed to serve. Such areas shall be enclosed within a building or screened with masonry walls having a minimum height of five feet. Access gates or doors to any trash area, not enclosed within a building, are to be of opaque material.

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

8. Applicant certification

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

Terrence Slack

5-3-2019

Applicant Signature

Date

1421 CTH A (Parcel 291-0026-12000)
Site Plan – New High School
Staff Report for Plan Commission, 05/13/19

The Planning & Zoning office has received a Site Plan application from the Wisconsin Dells School District for a new High School on Sauk Co, City of Wis. Dells tax parcel 291-0026-12000. The build will include a high school with associated amenities, i.e. parking lots, sports fields, storm water features ect. The site also includes future elementary school, administrative building, and associated amenities.

The City has received an Erosion control plan that includes a large detention pond on the s-w portion of the property. This pond appears to provide significant reductions in post-development storm water flows. While a separate post construction storm water plan will need to be submitted, the City has seen preliminary analysis which also shows a significant decrease in post development peak flows.

The School Parking requirement is 1 space for each 8 students plus 1 space per employee. Based on occupancy of 550 students and a teacher ratio of 13:1 there should be 112 parking stalls. The plans show 255 stalls dedicated for school parking, plus 349 stalls for sporting event parking. Overall the site will have 604 parking stalls. This appears to be more than adequate parking for each use separately. It is expected that the peak occupancy for the uses will not overlap.

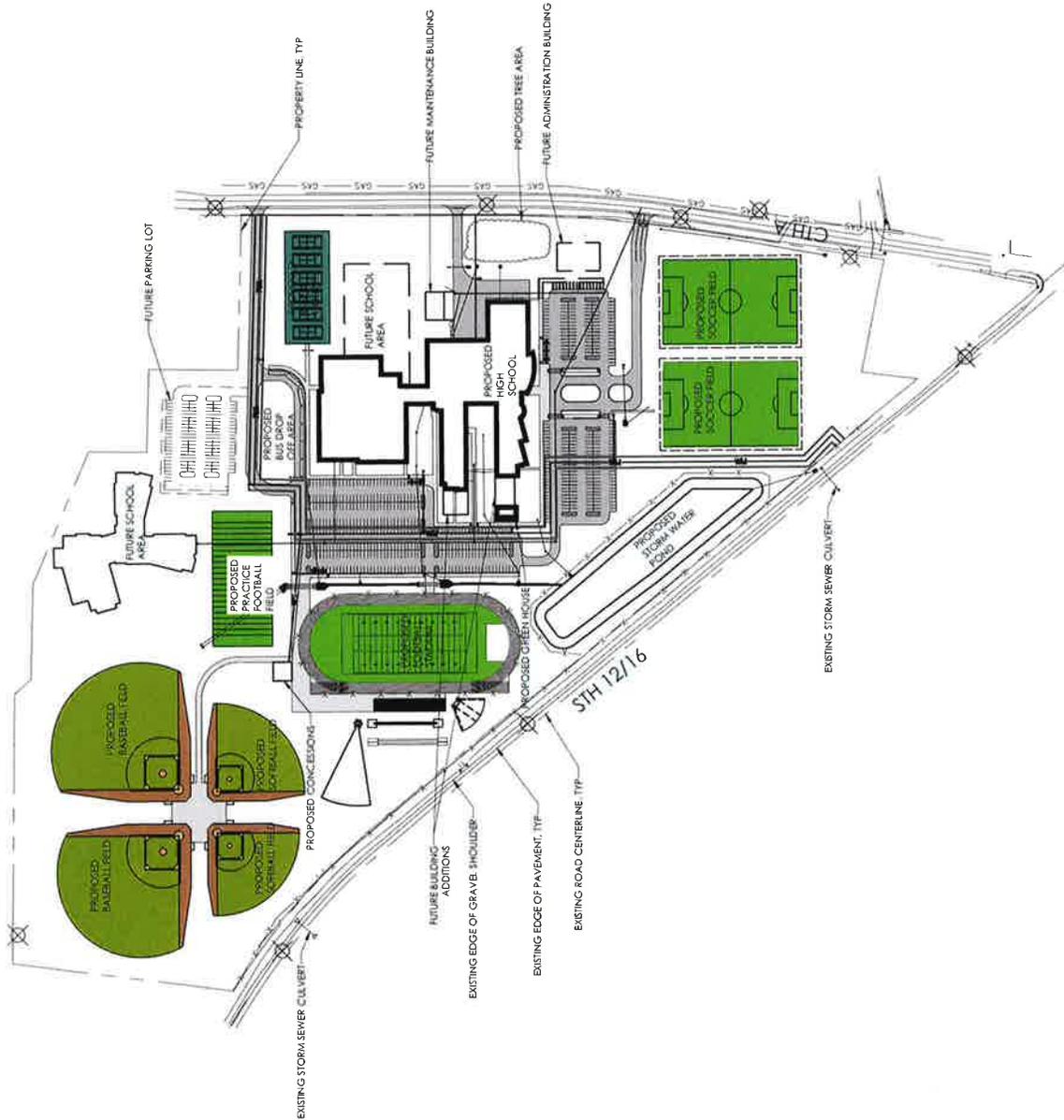
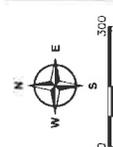
This proposed build will have a significant impact on traffic in this area. In particular, improvements will need to be made at the Hwy 12/16 – Hwy A intersection. A Traffic Impact Analysis is currently underway, and ultimately the City will propose intersection improvements to WisDOT for approval. That will be a future project and is not part of this Site plan approval. As the intersection improvements do not involve new buildings, Site plan approval is not normally required.

It is noted that this project is on a fast track pace. As such any committee approval of this Site plan at this time should be contingent on final approval from any City staff. Site plan approval is required for new building construction. Other items that are review with the Site plan that still need plan finalization include: Utilities, lighting, and landscaping.

Conditions of Site Plan approval:

- 1) Final plan approval from City staff.

Prepared by: Chris Tollaksen, City of Wisconsin Dells.







CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the City Plan Commission from their May 13, 2019 meeting;

IT APPROVES a Conditional Use Permit to Jay Hansen in order to allow overnight lodging at 1222 River Road, Parcel 11291-350.01 with the following contingencies:

1. Building Inspector ensures that there are no code or safety issues with the house.
2. Applicant obtains and remains current with a State of Wisconsin ATCP Tourist Rooming House License.
3. Overnight Rentals of the house will be subject to Premier Resort Tax and Room Tax collection and the applicant is responsible for providing clear account of the rental of this property.
4. Any nuisances are addressed to the satisfaction of the city, including but not limited to noise, maintenance and parking. Failure to address nuisances to the city's satisfaction can cause this permit to be revoked.
5. Applicant must abide by the following:
 - a. Owner provides current, local primary contact information to the Police Department and Zoning Office.
 - b. Renters sign an agreement not to cause excessive noise, not to trespass on neighboring property, and not to cause any other nuisance.
 - c. This permit is non-transferable. Any new owner or operator of the property will have to obtain a new Overnight Lodging Permit.

Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ___ ayes, ___ nays ___ abs.

Date Introduced: May 20, 2019

Date Passed:

Date Published:

1222 River Rd (Parcel 11291 350.1)
Conditional Use Permit - Overnight Lodging
Vacation rental of home
Staff report for Plan Commission 051319

The City of Wisconsin Dells has received a Conditional Use Permit application from Jay Hansen to allow Overnight rentals at 1222 River Rd (Parcel 291-350.1). This property is in the C-1 Commercial-neighborhood Zoning District, which requires a Conditional Use Permit per the City of Wisconsin Dells zoning code.

This is an existing house and cabin property that was originally a motel but was converted to apartments several years ago. As an existing home this use should not have any significant effect on traffic flow, the natural environment or future development of the area.

The applicant had stated the home has 3 bedrooms and 1 bathroom. The applicant has stated that the maximum occupancy of the overnight rental will be 8 people, with the expectation for them to be 2 adult couples and their children. The parking requirement for a motel is 1 parking space per room, so this 3 room house should have 3 parking stalls. This house has the normal 2 parking stalls required for a residence. The applicant has stated they will be renting the house as one unit, and can specify only 2 cars. The applicant does have some capacity to create provide additional parking if necessary.

Overnight vacation rentals of single family homes present similar issues as employee housing facilities. The existence and extent of these issues lies primarily in the management of the property. If this house were to be a "party house", it could create a substantial nuisance to surrounding properties and create issues for the City. This house is in a surrounded by a mix of residences and a motel.

One of the more unique aspects of this facility is the existing cabin apartments on the site. The existent of a private residence on the same property seems to create the potential for a nuisance, it is expected that such nuisance would decrease the value of the private residence, which would not be in the best interest of the applicant as the owner of the whole property. As this seems to be a self-regulated situation, the City should still expect quality management of the overnight rental, and retain the right to revoke this permit if issues arise that are not immediately addressed.

It should also be noted that this use is only allowed in Commercial districts, and this property does fall within the C-1 Commercial-neighborhood district, which allows both commercial uses and residential uses.

As a commercial rental, the applicant shall pay PRT & room tax on the rental of the commercial unit. The applicant shall clearly report the tax payments for this facility to the city.

The applicant for this property owns a number of rental properties in the area and will be booking the short term rentals of this facility through web-sites such as Airbnb and VRBO. The

applicant has named Melissa Hansen as the official manager, being husband and wife living in the neighborhood. Melissa will be responsible to correct any nuisances that may occur on the property. It should be made clear to the applicant that violation of conditions, poor management of the facility, or the creation of nuisances from this overnight use will result in revocation of the use permit. At a minimum, if the facility is cited as a "Chronic nuisance property", the applicant has not addressed the nuisances to the satisfaction of the City.

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

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

1. The building inspector ensures there are no code or safety issues with the house
2. The applicant obtains and remains current with a State of Wisconsin ATCP Tourist Rooming House license.
3. The overnight rental of the house will be subject to PRT & room tax and the applicant is responsible for providing clear accounting of the rental of this property.
4. Any nuisances are addressed to the satisfaction of the City, including but not limited to noise, maintenance, and parking. Failure to address nuisances to the City's satisfaction can cause this permit to be revoked.
5. Applicant abide by the following restrictions:
 - a. Owner provides current, local, primary contact information to the Police Department and Zoning Office.
 - b. Renters sign an agreement not to cause excessive noise, not to trespass on neighboring property, and not to cause any other nuisance
 - c. This permit is non-transferrable, any new owner or operator of the property will have to obtain a new Overnight Lodging permit.

Chris Tollaksen
City of Wisconsin Dells
05/10/19

CONDITIONAL USE APPLICATION

Wisconsin Dells, Wisconsin

Version: May 21, 2007

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

- Office Use Only -

Initial application fee	\$525.00
Receipt number	68412
Application number	

1. Applicant information

Applicant name Jay Hansen
 Street address N9347 Snapdragon Ln
 City Appleton,
 State and zip code WI 54915
 Daytime telephone number 920-470-1977
 Fax number, if any _____
 E-mail, if any Jaywhansen@yahoo.com

2. Subject property information

Street address	<u>1222 River Rd</u>	
Parcel number	<u>11291 350.1</u>	Note: the parcel number can be found on the tax bill for the property or may be obtained from the City.
Current zoning classification(s)	<u>Commercial</u>	
Describe the current use	<u>Rental Home</u>	

3. Proposed use. Describe the proposed use.

VRBO / Airbnb

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

All hours consistent with current use.

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

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

- Consistent with neighbor (Deer trail motel)

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

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

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

- Possible use of pedestrian traffic on River walk.

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

- Structure is a house designed to shelter / enterkin residence.

d. Effects of the proposed use on the natural environment

- None

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

- Consistent with existing

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

- Property will be maintained and polished better than existing.

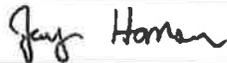
g. Effects of the proposed use on the city's financial ability to provide public services

N/A

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

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

8. **Applicant certification**

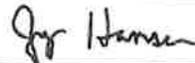
<ul style="list-style-type: none"> ◆ I certify that the application is true as of the date it was submitted to the City for review. ◆ I understand that I may be charged additional fees (above and beyond the initial application fee) consistent with the agreement below. 	
	4-4-19

Applicant Signature

Date

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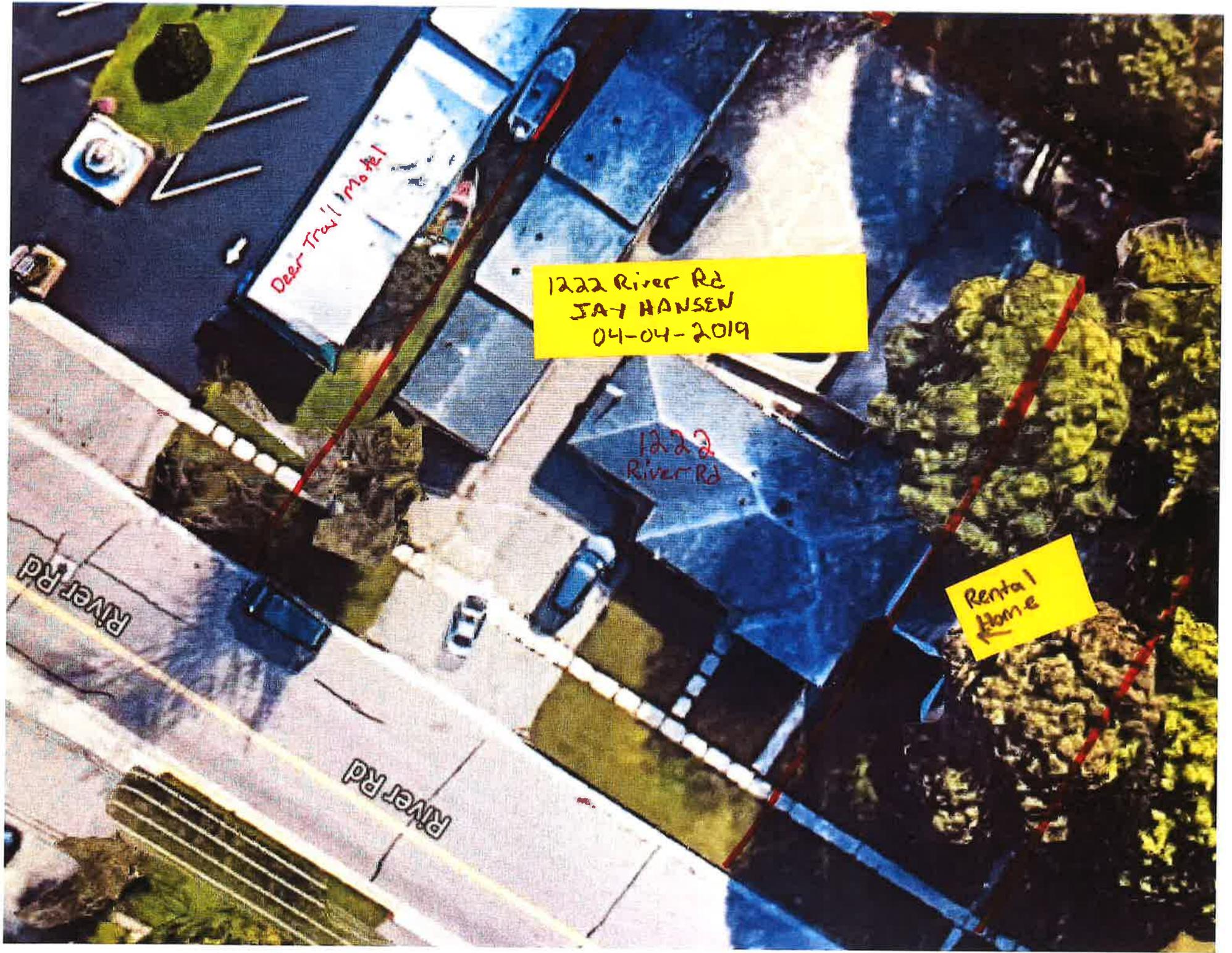
Reimbursement Agreement for Application Review Costs

<p>A. Payment for Eligible Costs. By submitting this application for review, the applicant agrees to pay all administrative costs incurred by the City in the processing, study, and review of the application including costs for planning, legal, engineering, and related services, referred to herein as eligible costs.</p> <p>B. Guarantee of Payment. To guarantee reimbursement, the applicant shall submit one of the following along with this application:</p> <ol style="list-style-type: none"> 1. an irrevocable letter of credit in the name of the City in an amount as set by the zoning administrator; or 2. a cash deposit in an amount as set by the zoning administrator. <p>If a cash deposit is used to guarantee reimbursement, the City will periodically deduct from the cash account such amounts necessary to pay for eligible costs and submit a written statement to the applicant. If a letter of credit is used, the applicant agrees to pay such amounts as invoiced within 7 days of the invoice date. An interest rate of 1½ percent shall be charged on invoices not paid within 30 days of the invoice date. The City shall access the letter of credit to pay for overdue invoices, including late penalty charges, and submit a written notice to the applicant.</p> <p>If remaining monies in the cash account are insufficient to pay for current and reasonably anticipated eligible costs, the applicant agrees to deposit additional monies into the cash account in an amount as set by the zoning administrator. If the principal amount of the irrevocable letter of credit is insufficient to pay for current and reasonably anticipated eligible costs, the applicant agrees to submit a second letter of credit in an amount as set by the zoning administrator. The applicant may withdraw this application prior to final action by the City Council by submitting a written letter to the City. Upon such notice, the City shall cease all work related to the review of the application. However, withdrawal of this application does not terminate this reimbursement agreement.</p> <p>If the applicant does not pay for eligible costs, the City Clerk/Treasurer shall add the outstanding balance to the tax roll as a special assessment against the subject property. In addition, the City may pursue other legal means to obtain the outstanding balance as allowed by law.</p> <p>C. Termination of Guarantee. If a cash deposit is used to guarantee reimbursement, the City agrees to reimburse the applicant any unused monies in the cash account, including earned interest, within 60 days of the date when the City Council takes final action on the application. If a letter of credit is used, the City shall send a written letter to the applicant releasing the applicant from the letter of credit when all outstanding invoices have been paid.</p>	
	4-4-19

Applicant Signature

Date





Deer Trail Motel

1222 River Rd
JAY HANSEN
04-04-2019

1222
River Rd

River Rd

River Rd

Rental Home

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

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the City Plan Commission from their May 13, 2019 meeting;

IT APPROVES a Conditional Use Permit to Richard Clark in order to allow an amusement ride in excess of 45ft in height, a walk-up service window; and outdoor commercial activity without a permanent building equipped with a washroom at 2040 Wisconsin Dells Parkway, Sauk County Parcel 291-0148-00000, with the following contingencies:

1. All associated permits and licenses are obtained and are in good standing.
2. Ride plans are reviewed and approved by DSPS prior to any construction.
3. All construction is inspected by a structural engineer and a stamped letter of approval is provided to the city prior to the ride being put in use.
4. The area is well maintained and well kept.
5. The site does not generate any nuisances to surrounding properties, including noise nuisances.
6. Additional Site Plan approval will be obtained prior to the installation of any additional rides in the future.

Edward E. Wojnicz, Mayor

Attest:

Nancy R. Holzem, City Clerk

Vote: ____ ayes, ____ nays ____ abs.

Date Introduced: May 20, 2019

Date Passed:

Date Published:

2030 Wisconsin Dells Parkway (Parcel 291-0148-00000)

Conditional Use Permit & Site Plan – Walk up service window, building in excess of 45 ft in height, commercial activity without a permanent building equipped with a wash room.

Staff Report for Plan Commission, 05/13/19

The Planning & Zoning office has received a Conditional Use Permit and Site Plan application from Richard Clark to allow an Amusement ride in excess of 45 ft in height with a walk-up ticket booth that is not equipped with a washroom on Sauk Co, City of Wis. Dells tax parcel 291-0148-00000. The principle use will be a large amusement ride which is the 180 foot tall vertical accelerator (used to be at Riverview Park, then Mt. Olympus). The applicant intends to sell tickets from an existing stand alone ticket booth. They may also sell a small amount of merchandise, such as videos and T-shirts. They do not intend to construct their own restrooms, but intend to utilize the restrooms at the BP gas station that will be approximately 200 ft away.

A Conditional Use permit is required for walk up service windows. The City Zoning Code requires all commercial activity to take place within a permanent structure with a washroom and limits the maximum building height to 45 ft. The Zoning Code does allow for the City to approve a Conditional Use permit to waive the permanent structure and maximum 45 ft building height requirements. Site Plan approval is required for all new Outdoor attractions.

Due to the large size of the structures, it seems possible that they could generate a significant amount of noise. Given the proximity of this project to existing businesses, any significant noise from this project could cause a legitimate nuisance. The applicant has stated that these rides do not generate any significant noises. As such, the applicant and/or operator of the rides will be held responsible for any noises that create a nuisance, and be subject to fines that may be issued as the result of noise complaints. It is also made clear that the applicant may not play any music or use any other kind of noise, amplified or not, to call attention to their facility. Any ambient music that may be played within the property will be strictly regulated so as not to cause a nuisance to surrounding properties. Given the thrilling nature of these rides, and the rather close proximity to the surrounding businesses, it seems other noises, such as screaming riders, could be significant at this site.

This use itself does not initially appear to be completely out of place in the C-4 Commercial Large Scale Zoning district. The specifics of this site seem to pose some additional concerns. The close proximity to the Wisconsin Dells Parkway initially seems concerning. If there were to be any failure of the towers they could potential fall in the Hwy Right of Way. The applicant has had the existing structure inspected by a structural engineer who has submitted a letter stating it is structurally sound.

A Site Plan was submitted that indicated the ride would be placed 25ft from the Public Highway Right Of Way (ROW). There is not a front set-back in the C-4 Commercial – large scale Zoning district where this ride would be placed. It appears there is enough room to move the ride back away from the public ROW. Create a fall zone between the towers and the public highway ROW seems the most prudent and is the recommendation of this office. While a full 180 fall zone setback may be possible, this office is not aware any a hard rule that requires it. However, and 90 ft set back appears to improve the safety and may improve traffic concerns.

It also seems possible that the addition of this large attraction could exacerbate traffic issue in this area of the parkway. There are two (2) existing drive access from the parkway at this location, which are approximately 250 ft apart on either side of the proposed ride location.

There appear to be more than enough parking stalls in this area, with approximately 60 stalls within 250 ft and more than 100 additional stalls in an adjacent overflow parking lot within 800 ft. At approximately 4000 sq ft, the existing BP would need 14 parking stalls, which they appear to have adjacent to their building. If there were 21 people at the ride they would need 7 parking spaces.

The applicant has stated the ride has a capacity of approximately 2 persons and they hope to have up to 10-20 people around the ride. There are men's and women's bathrooms in the neighboring BP gas station, which is about 200 ft from the ride location. Amusements require 1 bathroom for every 40 people, while gas stations require 1 bathroom for 500 people.

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

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

Conditions of any CUP approval:

- 1) All associated permits and licenses are obtained and in good standing.
- 2) Ride plans are reviewed and approved by DSPS prior to any construction.
- 3) All construction is inspected by a structural engineer and a stamped letter of approval is provided to the City prior to the ride being put in use.
- 4) The area is well maintained and well kept.
- 5) The site does not generate any nuisances to surround properties, specifically noise nuisances.
- 6) Additional Site plan approval will be obtained prior to the installation of any additional rides in the future.

Conditions of any Site Plan approval:

- 1) Final ride location is approved by the City and Police Department (recommend ½ tower height to ROW).
- 2) Adequate parking and parking/traffic controls are installed to prevent this site from causing parking and/or traffic flow problems on the access roads.
- 3) The applicant will cooperate with the City to implement any additional parking/traffic control measures deemed necessary by the City/Police Department in its sole judgment. This could include closure of Parkway access points.

Prepared by: Chris Tollaksen, City of Wisconsin Dells.

CONDITIONAL USE APPLICATION

Wisconsin Dells, Wisconsin

Version: May 21, 2007

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

- Office Use Only -

Initial application fee	\$525.00
Receipt number	68348
Application number	

1. Applicant information

Applicant name Richard Clark
 Street address _____
 City _____
 State and zip code _____
 Daytime telephone number _____
 Fax number, if any _____
 E-mail, if any rushclark@aol.com

2. Subject property information

Street address	<u>2040 Wisconsin Dells Pkwy, Wisconsin Dells WI</u>
Parcel number	<small>Note: the parcel number can be found on the tax bill for the property or may be obtained from the City.</small>
Current zoning classification(s)	
Describe the current use	

3. Proposed use. Describe the proposed use.

Ride ULTIMATE Rustl will benefit To The B.P. GAS STATION, AND offer rides to the general public along with VIDEO'S AND T-SHIRTS AND MUSIC

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

operating hours will be from 10.00 A.M TO 12.00 A.M
The same hours as the B.P. GAS STATION

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

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

none

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

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

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

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

d. Effects of the proposed use on the natural environment

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

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

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

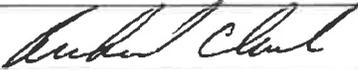
CONDITIONAL USE APPLICATION
Wisconsin Dells, Wisconsin
 Version: May 21, 2007

--	--

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

8. Applicant certification

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

	4-16-2019
Applicant Signature	Date

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

Reimbursement Agreement for Application Review Costs

A. Payment for Eligible Costs.

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

B. Guarantee of Payment.

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

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

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

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

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

C. Termination of Guarantee.

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

	4-16-2019
Applicant Signature	Date

CONDITIONAL USE APPLICATION

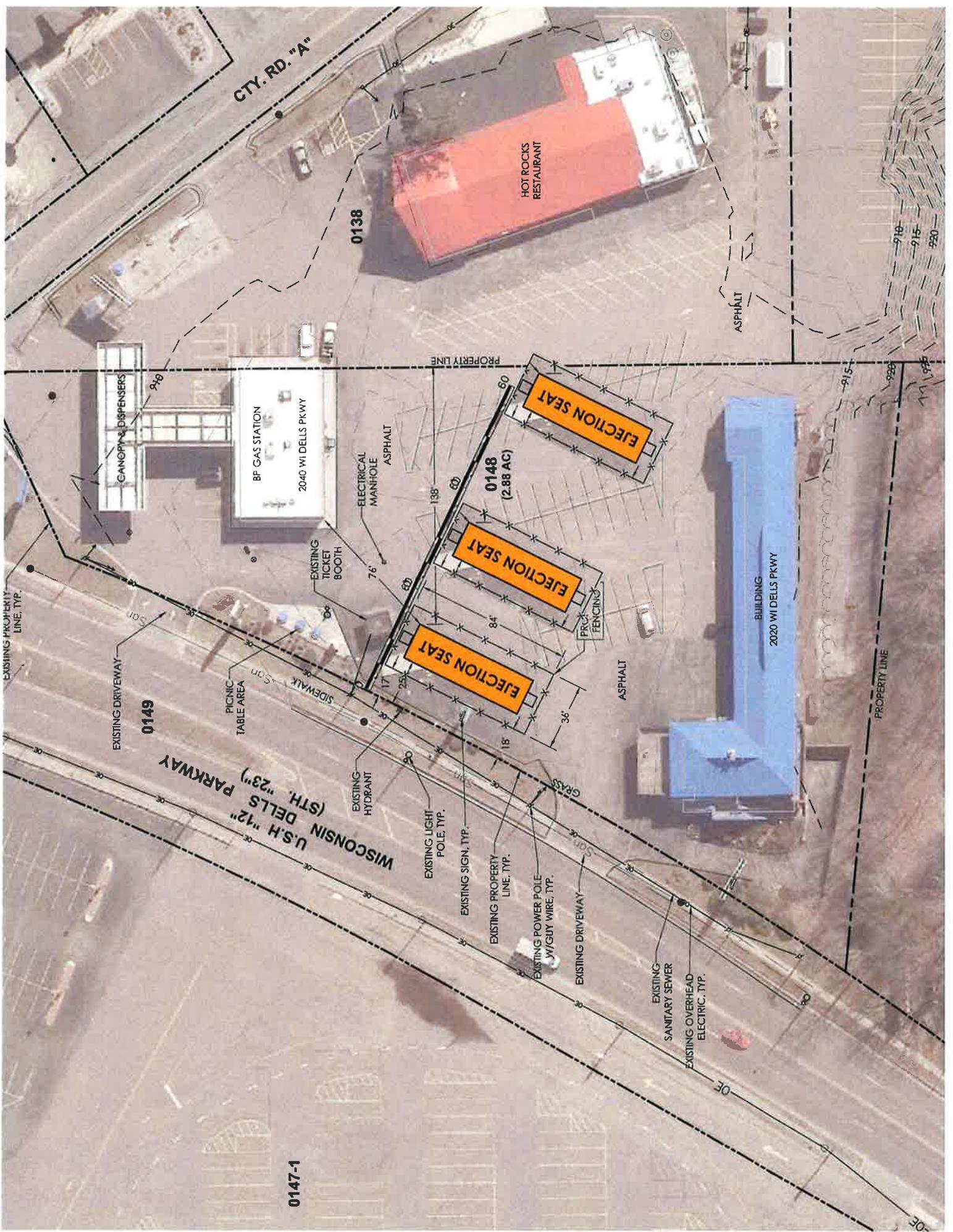
Wisconsin Dells, Wisconsin

Version: May 21, 2007

Project Map Checklist

Project Information	Included ?
Project name (e.g., business name, subdivision name)	<input type="checkbox"/>
Applicant name	<input type="checkbox"/>
Preparation date	<input type="checkbox"/>
Survey Information	
North arrow and graphic scale	<input type="checkbox"/>
Address of subject parcel or legal description	<input type="checkbox"/>
Property boundaries	<input type="checkbox"/>
Acreage of subject parcel	<input type="checkbox"/>
Project Development Information	
Easements/rights-of-ways (location, width, purpose, ownership)	<input type="checkbox"/>
Common areas/conservancy areas (location, purpose, ownership)	<input type="checkbox"/>
Setting	
Property boundaries within 50' of the subject parcel	<input type="checkbox"/>
Land uses within 50' of the subject parcel	<input type="checkbox"/>
Zoning district boundaries within 50' of the subject parcel	<input type="checkbox"/>
Municipal boundaries within 50' of the subject parcel	<input type="checkbox"/>

Site Features (Existing and Proposed)	Included ?
Wetlands	<input type="checkbox"/>
Woodlands	<input type="checkbox"/>
Wildlife habitat, including critical wildlife habitat	<input type="checkbox"/>
Environmentally sensitive features	<input type="checkbox"/>
Water resources (rivers, ponds, etc.)	<input type="checkbox"/>
Floodplain boundaries	<input type="checkbox"/>
Environmental and man-made hazards including brownfields, contaminated sites, unstable soils, high groundwater, bedrock, high-pressure natural gas lines, and others as appropriate	<input type="checkbox"/>
Fences, buffers, and berms	<input type="checkbox"/>
Existing trees and other prominent vegetation	<input type="checkbox"/>
Transportation Facilities (Existing and Proposed)	
Streets	<input type="checkbox"/>
Driveways and road access onto public and private roads	<input type="checkbox"/>
Sidewalks / trails	<input type="checkbox"/>
Buildings / Structures (Footprint, use, etc.)	
Existing and proposed within subject parcel	<input type="checkbox"/>
Existing within 50' of subject parcel	<input type="checkbox"/>



CTY. RD. "A"

HOT ROCKS RESTAURANT

0138

CANOPYS DISPENSERS

BF GAS STATION

2040 WI DELLS PKWY

ELECTRICAL MANHOLE

PROPERTY LINE

EJECTION SEAT

0148 (2.88 AC)

EJECTION SEAT

EJECTION SEAT

BUILDING

2020 WI DELLS PKWY

EXISTING PROPERTY LINE, TYP.

0149

EXISTING DRIVEWAY

PICNIC TABLE AREA

SIDEWALK

EXISTING TICKET BOOTH

76'

84'

84'

84'

84'

84'

84'

84'

84'

84'

84'

84'

84'

84'

84'

84'

84'

84'

84'

84'

WISCONSIN DELLS PARKWAY (STH. "23")

0147-1

EXISTING HYDRANT

EXISTING LIGHT POLE, TYP.

EXISTING SIGN, TYP.

EXISTING PROPERTY LINE, TYP.

EXISTING POWER POLE W/GUY WIRE, TYP.

EXISTING DRIVEWAY

EXISTING SANITARY SEWER

EXISTING OVERHEAD ELECTRIC, TYP.

ASPHALT

OF

PROPERTY LINE

OF

915

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1005

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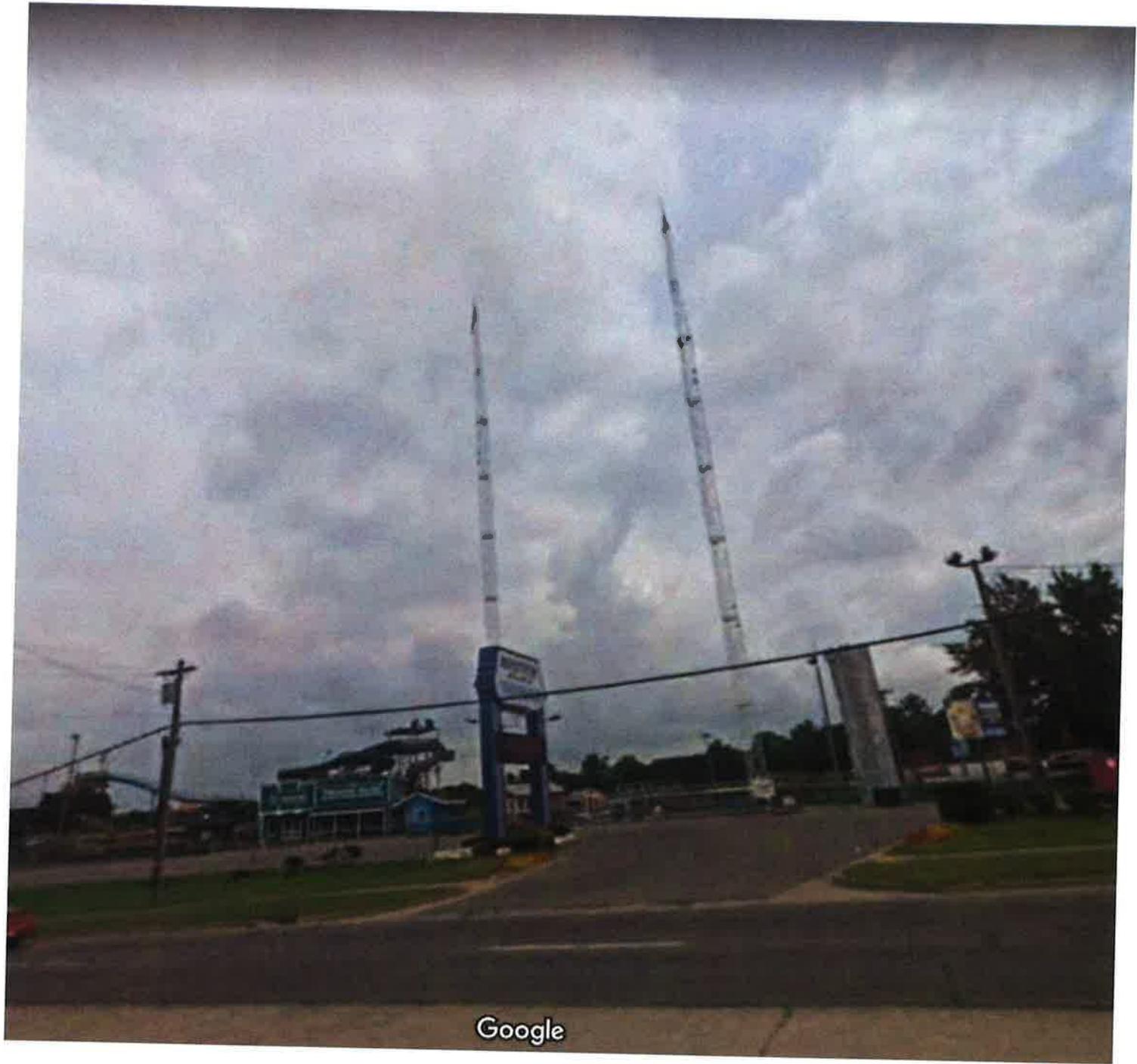
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Google

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the City Plan Commission from their May 13, 2019 meeting;

IT APPROVES the Site Plan Application submitted by Richard Clark for the construction of an amusement ride in excess of 45 feet in height at 2040 Wisconsin Dells Parkway, with the following contingencies:

1. Final ride location is approved by the city and the police department (recommend ½ tower height to right-of-way.
2. Adequate parking and parking/traffic controls are installed to prevent this site from causing parking and/or traffic slow problems on the access roads.
3. Applicant cooperates with the city to implement any additional parking/traffic control measures deemed necessary by the city/police department in its sole judgment. This could include closure of Parkway access points.

Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes, ____ nays ____ abs.

Date Introduced: May 20, 2019

Date Passed:

Date Published:

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

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

- Office Use Only -

Initial application fee \$300.00

Receipt number _____

Application number _____

1. Applicant information

Applicant name Richard Clark

Street address _____

City _____

State and zip code _____

Daytime telephone number _____

Fax number, if any _____

E-mail, if any rushclark@aol.com

2. Subject property information

Street address	<u>2040 Wisconsin Dells Pkwy</u>	
Parcel number		Note: the parcel number can be found on the tax bill for the property or may be obtained from the City.
Current zoning classification(s)	<u>C-4 Commercial - large scale</u>	
Describe the current use		

3. Proposed use. Describe the proposed use.

Ejection Seat

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

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

SITE PLAN APPLICATION

Wisconsin Dells, Wisconsin

Version: February 27, 2008

Site Plan Check List

Project Information	Included ? Yes / No
Project name (e.g., business name, subdivision name)	Y / (N)
Applicant name	(Y) / N
Preparation date	(Y) / N
Survey Information	
North arrow and graphic scale	(Y) / N
Address of subject parcel or legal description	(Y) / N
Property boundaries	(Y) / N
Acreage of subject parcel	(Y) / N
Project Development Information	
Easements/rights-of-ways (location, width, purpose, ownership)	(Y) / N
Common areas/conservancy areas (location, purpose, ownership)	Y / (N)
Setting	
Property boundaries within 50' of the subject parcel	(Y) / N
Land uses within 50' of the subject parcel	Y / (N)
Zoning district boundaries within 50' of the subject parcel	Y / (N)
Municipal boundaries within 50' of the subject parcel	Y / (N)
Site Features (Existing and Proposed)	
Ground contours when any slope exceeds 10 percent	Y / (N)
Wetlands	Y / (N)
Woodlands	Y / (N)
Wildlife habitat, including critical wildlife habitat	Y / (N)
Environmentally sensitive features	Y / (N)
Water resources (rivers, ponds, etc.)	Y / (N)
Floodplain boundaries	Y / (N)
Environmental and man-made hazards including brownfields, contaminated sites, unstable soils, high groundwater, bedrock, high-pressure natural gas lines, and others as appropriate	Y / (N)
Fences, buffers, and berms	Y / (N)
Pervious and impervious surfaces by type	(Y) / N
Site amenities (benches, fountains, etc.)	(Y) / N
Existing trees and other prominent vegetation	Y / (N)
Trees / shrubs to be planted, including a plant list and specs.	Y / (N)
Trees / shrubs to be retained	Y / (N)
Outdoor Lighting (Existing and Proposed)	
Location	Y / (N)
Fixture specifications	Y / (N)
Utilities (Existing and Proposed)	
Location	(Y) / N
Type (sewer, telephone, etc.) (buried or overhead, if applicable)	(Y) / N
Stormwater Facilities (Existing and Proposed)	
Location	Y / (N)
Specifications for each facility	Y / (N)
Solid Waste Collection	
Location	Y / (N)
Enclosed	Y / (N)

Transportation Facilities (Existing and Proposed)	Included ? Yes / No
Streets	(Y) / N
Driveways and road access onto public and private roads	(Y) / N
Sidewalks / trails	(Y) / N
Clear visibility triangles (location and dimensions)	(Y) / N
Buildings / Structures (footprint, use, etc.)	
Existing and proposed within subject parcel	(Y) / N
Existing within 50' of subject parcel	(Y) / N
Signs (Existing and Proposed)	
Location	(Y) / N
Specifications for each sign including type, height, dimensions, lighting, and other factors considered during the	Y / (N)
Parking	
Number of stalls	Y / N
Dimensions of stalls	Y / (N)

General Engineering Company

P.O. Box 340

916 Silver Lake Drive

Portage, WI 53901



Engineers • Consultants • Inspectors

608-742-2169 (Office)

608-742-2592 (Fax)

gec@generalengineering.net

www.generalengineering.net

MEMO

TO: Richard Clark
ATTN: Chris Tollaksen
FROM: Jim Nellessen, Staff Engineer
DATE: 05/06/2019
SUBJECT: Richard Clark Accelerator Ride
GEC # 2-0715-255

General Engineering was contacted by Richard Clark to put together a letter regarding the structural integrity of the tower components of his accelerator ride.

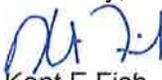
These towers are constructed out of large diameter solid steel bar verticals, with smaller diameter solid steel bars as diagonal and horizontal bracing. Each tower is constructed in 20 ft. sections with steel angles welded to the ends for bolted connections.

The concern is that since the towers have been disassembled in 2015 they have sat on the ground for the last three and a half years. The building official Chris Tollaksen is concerned that with the towers sitting like this may have led to some integrity issues with the towers, such as corrosion.

The towers had been inspected, and there is little to no corrosion to be seen. The original paint of the towers had been stripped off, and then they were re primed, protecting the steel against the elements. With this consideration, the towers were not damaged and the towers are acceptable.

Please review this information and if you have any questions, please feel free to call.

Sincerely,


Kent E Fish, P.E.
Vice-President


Jim R. Nellessen
Staff Engineer

KEF/JRN

This report is property of General Engineering Company. Any use or reproduction of this report by any other consulting firm is strictly prohibited without the written consent of GEC.

Portage

• Black River Falls

• La Crosse



Consulting Engineering • Structural Engineering • Building Design • Environmental Services • Building Inspection • GIS Services



Grants & Funding Services • Land Surveying • Zoning Administration • Mechanical, Electrical, & Plumbing Services

**CITY OF WISCONSIN DELLS
INTRODUCTION OF RESOLUTION TO
VACATE SHADY LANE**

THE COMMON COUNCIL of the City of Wisconsin Dells hereby consents to the following action per State Statute 66.1003;

WHEREAS, the CITY OF WISCONSIN DELLS received a Petition to Vacate a Public Way - Shady Lane, located off of Sweet Brian Drive, from the adjacent property owners;

WHEREAS, the City of Wisconsin Dells Common Council has determined that this request is reasonable;

NOW THEREFORE BE IT RESOLVED the City of Wisconsin Dells shall proceed with vacating Shady Lane off of Sweet Briar Drive in Sauk County.

Dated this 20th day of May, 2019.

Edward E. Wojnicz
Mayor

Nancy R. Holzem
City Clerk

Vote: _____ ayes _____ nays
Date Introduced: May 20, 2019
Date Passed:
Date Published:

April 19, 2019

David W. Holzem
City of Wisconsin Dells
Director of Public Works

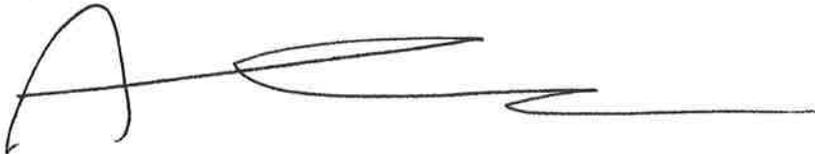
To David Holzem:

This letter is a petition to vacate the entire Shady Lane Road located in the attached CSM. There is approximately 251 ft on the east side and 237 ft on the west side of the road. In efforts to improve public safety, the safety of American Resort Guests and to improve the water retention ability of the area, we are asking that Shady Lane Road to be vacated. All city utilities will remain in place.

Below are the signatures of the land owners surrounding the Shady lane. This confirms they are in full support of the vacation of Shady lane.

Please let me know if any further information is requested and what if any other actions are required.

Sincerely,

A handwritten signature in black ink, appearing to read 'Adam Makowski', with a long horizontal flourish extending to the right.

Adam Makowski
General Manager
Dells Resorts Inc.
American Resort

A handwritten signature in black ink, appearing to read 'Nick Laskaris', with a long horizontal flourish extending to the right.

Nick Laskaris
President / CEO
Mt. Olympus Resorts

**SAUK COUNTY CERTIFIED
SURVEY MAP No. _____**

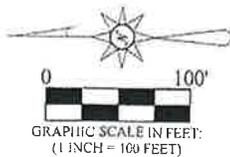
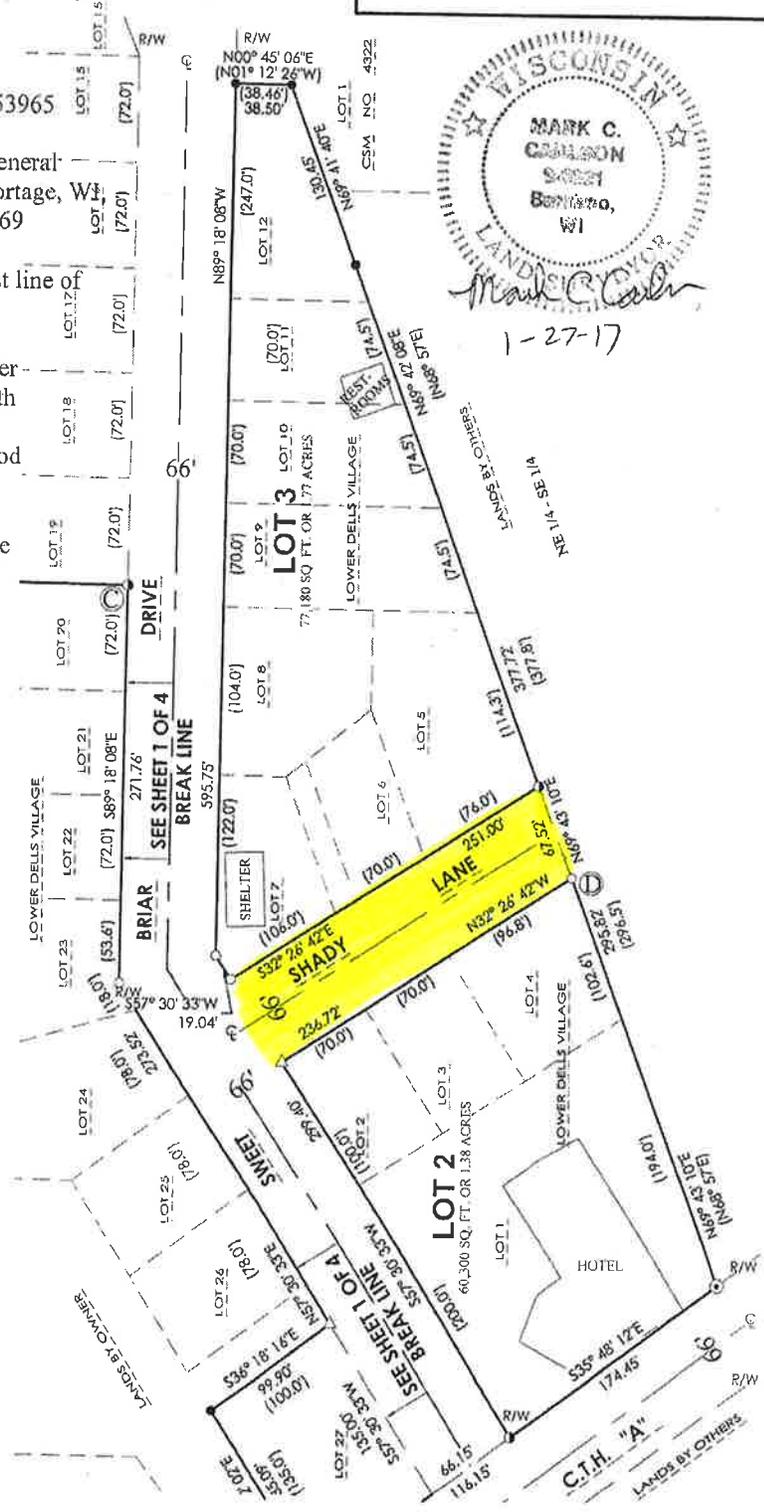
Located in Lots 1 - 12 and Lots 20 - 27, Lower Dells Village.
NW1/4-SE1/4 and NE1/4-SE1/4, Section 9, T13N, R6E,
City of Wisconsin Dells, Sauk County, Wisconsin.

Client: RRAD Development,
400 CTH "A"
Wisconsin Dells, WI, 53965

Carlson Surveying, Div. of General
Engineering, P O Box 340, Portage, WI,
53901 Phone (608) 742.2169

Bearings are referenced to east line of
SE1/4 of Section 9 and made
to bear N0°31'57"W.

- ⊙ = Found government corner
(Harrison monument with
4 verified ties)
- = Found 3/4" round iron rod
- = Found 1-1/2" round
iron pipe
- ⊙ = Found 2" round iron pipe
- = Set 3/4"x18" round
iron rod weighing
1.5#/lin. Ft.
- △ = Set magnetic nail
in blacktop.
- () = Record
- Ⓐ = Found bent 3/4" rod,
S36°21'05"E, 0.25'
- Ⓑ = Found 1-1/2" iron pipe
S1°06'51"W, 0.05'
from corner
- Ⓒ = Found 1-1/2" iron pipe
N1°06'51"E, 0.29'
from corner
- Ⓓ = Found 1-1/2" iron pipe
S60°29'40"W, 0.82'
from corner



**REQUEST FOR DISCONTINUANCE OF PUBLIC WAY
TIMELINE
(State Stat. 66.1003)**

Makowski/Laskaris – Shady Lane Request

- Petition to vacate was received on April 19, 2019
- Introduction of Resolution to declare vacating intent is prepared and brought before the Common Council. May 20, 2019 meeting
- Notice of Pendency to vacate is prepared and sent to the appropriate county for recording. May 21, 2019
- Public Hearing Notice for July 15, 2019 is prepared and posted.
(Public Hearing must be at least 40 days after the Introduction of the Resolution.)
- Adjacent property owners are sent Public Hearing Notice at least 30 days before the Public Hearing. Mail out June 3, 2019
- Per State Statute 66.1003(8)(a), a copy of Resolution and Public Hearing Notice must be sent to the Secretary of Transportation, PO Box 7910, Madison, WI 53707 since the area is within ¼ mile of a State Highway.
- Copy of Public Hearing Notice is sent to the Dells Event for a Class 3 publication. To Dells Events by May 17, 2019 for publication on May 23, May 30, and June 6, 2019
- Public Hearing is held before the Common Council. July 15, 2019
- Final Resolution is prepared and brought before the Common Council for approval. July 15, 2019
- Certified copy of Final Resolution is sent to the Register of Deeds for recording. July 16, 2019

CITY OF WISCONSIN DELLS
ORDINANCE NO. A-844
(Backyard Chickens)

The City of Wisconsin Dells, Adams, Columbia, Juneau and Sauk Counties, Wisconsin, does hereby ordain as follows:

SECTION I: PURPOSE

The purpose of this ordinance is to remove the May 31, 2019 sunset clause on Municipal Code sec. 16.025 - Backyard Chickens.

SECTION II: PROVISION REPEALED

Wisconsin Dells Code sec. 16.025(10) is repealed.

SECTION III: PROVISION AS REPEALED:

16.025 Backyard Chickens

~~(10) — Sunset. This code section shall expire May 31, 2019.~~

SECTION IV: VALIDITY

Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION V: CONFLICTING PROVISIONS REPEALED

All ordinances in conflict with any provisions of this ordinance are hereby repealed.

SECTION VI: EFFECTIVE DATE

This ordinance shall be in force from and after its introduction and publication and as provided by statute.

SECTION VII: PART OF CODE

This ordinance becomes a part of Wisconsin Dells Code, Chapter 16.

Edward E. Wojnicz, Mayor

Nancy R. Holzem, Clerk/Coordinator

First Reading Passed: April 16, 2019

Second Reading Passed:

Publication: April 25, 2019

ORDINANCE NO. _____
 (Zoning Update - Instructional Facilities)

The City of Wisconsin Dells, Adams, Columbia, Juneau and Sauk Counties, Wisconsin, does hereby ordain as follows:

SECTION I: PURPOSE

To allow "Instructional Facilities" as a permitted use in C-2 Commercial Downtown Zoning District.

SECTION II: PROVISION AMENDED

Exhibit 5-1 Principal Uses by District

SECTION III: PROVISION AS AMENDED

Exhibit 5-1 Principal Uses by District is amended to permit 15.4 - Instructional Facilities in the C-2 Commercial Downtown Zoning District.

5-1. Principal Uses by District

		*													
		A-1	A-2	D-1 [1]	R-1	R-2	R-3	R-5	R-9	C-1	C-2	C-3	C-4	M-1	I-1
15.0	Education														
15.1	Commercial education facility	-	-		-	-	-	-	-	-	C	P	-	C	-
15.2	Educational facility (K-12)	-	-		C	C	C	C	-	C	-	P	-	C	-
15.3	Educational facility (higher education)	-	-		-	-	-	-	-	-	-	P	-	C	-
15.4	Instructional facility	-	-		-	-	-	-	-	C	(P)	P	C	C	-

SECTION IV: VALIDITY

Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION V: CONFLICTING PROVISIONS REPEALED

All ordinances in conflict with any provisions of this ordinance are hereby repealed.

SECTION VI: EFFECTIVE DATE

This ordinance shall be in force from and after its introduction and publication and as provided by statute.

SECTION VII: PART OF CODE

This ordinance becomes a part of Wisconsin Dells Code Chapter 19

 Edward E. Wojnicz, Mayor

 Nancy R. Holzem, Clerk/Coordinator

Reading:

Second Reading:

Published:

-DRAFT-City of Wisconsin DellsORDINANCE NO. _____
(Short Term Rentals)

The City of Wisconsin Dells, Adams, Columbia, Juneau and Sauk Counties, Wisconsin, does hereby ordain as follows:

SECTION I: PURPOSE

Wisconsin law does not allow municipalities to prohibit the short term rental of residential dwellings. Such rentals, however, may be regulated. This ordinance amends the zoning and business regulation codes to implement the state mandate. Short term rentals of residential dwellings are permitted as an accessory use in all zoning districts subject to regulation as tourist rooming houses; and, further subject to the limitation that the total number of days of operation within any calendar year shall not exceed 180 days which must be consecutive and must be specified in advance.

SECTION II: PROVISION AFFECTED

Wisconsin Dells Code Sec. 19.100(2) is amended.
Wisconsin Dells Code Sec. 19.111.30 is created.
Wisconsin Dells Code Sec. 16.35(1a) is created
Wisconsin Dells Code Sec. 16.35(2)(k) is repealed and recreated

SECTION III: PROVISION AS CREATED:

A. The following is made part of "General Definitions" sec. 19.100(2):

"Residential Dwelling" is any building or structure with facilities for living, cooking, sanitary and sleeping that is used or intended to be used by the owner as the owner's primary or secondary home, residence or sleeping place by one person or by two (2) or more persons maintaining a common household to the exclusion of others.

Note: This provision specifically defines the type of accommodations permitted by right in all zoning districts; i.e. residential, not commercial.

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B. Code Sec. 19.111.30 is created:

Short term rental: A residential dwelling offered or occupied for rent for a fee or similar consideration for more than six but fewer than 29 consecutive days.

Note: This creates a specific land use definition.

* * *

C. Code sec. 19.630 delineates "Allowable uses within zoning districts". Exhibit 5-2 is a table which specifies "Allowable uses by district". That table is amended to create accessory use 20.30, "Short term rentals" as permitted by right in all zoning districts subject to the standards of Code sec. 16.35.

* * *

D. Code sec. 16.35(1a) is created:

(1a) Short Term Rentals.

Short term rentals, a form of Tourist Room House, are permitted by right as an accessory use in all zoning districts subject to the regulatory provisions of this Section 16.35; and, further subject to the limitation that the total number of days of operation within any calendar year shall not exceed 180 days which must be consecutive and must be specified in advance.

Note: This makes clear that short term rentals are subject to the Tourist Rooming House regulations.

* * *

E. Code Sec. 16.35(2)(k) is repealed and recreated:

Short term rental: A residential dwelling offered or occupied for rent for a fee or similar consideration for more than six but fewer than 29 consecutive days.

Note: This makes the definition of short term rental consistent in the zoning and business regulation codes.

SECTION IV: VALIDITY

Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION V: CONFLICTING PROVISIONS REPEALED

All ordinances in conflict with any provisions of this ordinance are hereby repealed.

27

SECTION VI: EFFECTIVE DATE

This ordinance shall be in force from and after its introduction and publication and as provided by statute.

SECTION VII: PART OF CODE

This ordinance becomes a part of Wisconsin Dells Codes, Chapters 16 and 19.

Edward Wojnicz, Mayor

Nancy R. Holzem, Clerk

INTRODUCED: _____
PUBLISHED: _____
PASSED: _____

March 5, 2019



Plan commission The plan commission created by the common council pursuant to state law.

Playhouse A small, freestanding accessory building, either at ground level or elevated, used exclusively by children for play.

Pollution or pollutants The presence in the outdoor atmosphere, ground, or water of any substance, contaminant, noise, or any other manmade or man-induced alteration of the chemical, physical, biological, or radiological integrity of air, soils, or water, in quantities or at levels which are or may be potentially harmful or injurious to human health or welfare, animal or plant life, or property, or unreasonably interfere with the enjoyment of life or property.

Porch A part of a building with a roof of its own that covers an entrance.

Principal building The primary building or structure on a lot housing a principal use.

Principal land use See land use, principal

Public notice The way in which a government uses or is required to use to formally notify people of a proposed governmental hearing or action.

R

Recharge area The area which encompasses all areas or features that, by surface infiltration of water that reaches the zone of saturation of an aquifer (i.e., supplies groundwater to a well).

Recreational vehicle A vehicular type unit primarily designed as a temporary living quarters for recreational, camping, or travel use that either has its own motor power or is mounted on or drawn by another vehicle.

Recreational vehicle park A tract of land available to and principally used by the public for camping, where people can park recreational vehicles for camping and sleeping purposes.

Recreational vehicle space A designated portion of a recreational vehicle park designed for the placement of a single recreational vehicle for the exclusive use of the occupants.

Regulated substances A chemical or chemical mixture that is a health hazard. Health hazards for chemicals and chemical mixtures are typically identified on Material Safety Data Sheets (MSDS) available from the substance manufacturer or supplier. Substances packaged for consumption for humans or animals are not considered regulated substances. Regulated substances include (1) chemicals for which there is scientific evidence that acute or chronic health effects may result from exposure including carcinogens, toxic and highly toxic agents, irritants, corrosives, sensitizers, hepatotoxins, agents that act on the hematopoietic system, reproductive toxins, and agents which damage the lungs, skin, eyes, or mucous membranes as defined in 29 CFR 1910.1200, Appendix A, Health Hazard Definitions (Mandatory); (2) mixtures of chemicals which have been tested as a whole and have been determined to be a health hazard; (3) mixtures of chemicals which have not been tested as a whole but which contain any chemical which has been determined to be a health hazard and comprises 1.0 percent or greater of the composition on a weight per unit weight basis; (4) mixtures of chemicals which include a carcinogen if the concentration of the carcinogen in the mixture is 0.1 percent or greater of the composition on a weight per unit weight basis; (5) ingredients of mixtures prepared within the groundwater protection overlay district in cases where such ingredients are health hazards but comprise more than 0.1 percent of the mixture on a weight per unit weight basis if carcinogenic, or more than one (1.0) percent of the mixture on a weight per unit weight basis if noncarcinogenic; and (6) petroleum and non-solid petroleum derivatives (except non-PCB dielectric fluids used in equipment or for transmission of electric power to homes and businesses).

Residential Dwelling Is any building or structure with facilities for living, cooking, sanitary, and sleeping that is used or intended to be used by the owner as the owners primary or secondary home, residence or sleeping place by one person or by two (2) or more persons maintaining a common household to the exclusion of others.

Residential zoning district A zoning district established by this code that has an "R" followed by a number as its abbreviation (e.g., R-1).

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- 20.25 Walk-up service window An opening in a building through which patrons are served while standing outside of the building.
- 20.26 Wharf A structure adjoining a shoreline along its length that provides a berth for watercraft or is used for loading or unloading cargo or passengers onto or from watercraft.
- 20.27 Wind energy system A structure designed to generate electricity from wind.
- 20.28 Yard shed An accessory building designed to store yard furniture and tools, equipment, and supplies normally associated with lawn and garden care.
- 20.29 Industrial District Retail Retail sales and activities related to the products manufactured on premises.
- 20.30 Short Term rental: A residential dwelling offered or occupied for rent for a fee or similar consideration for more than six but fewer than 29 consecutive days.

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21.0 TEMPORARY USES

- 21.1 Circus A place and/or building, or portion thereof, with entertainment consisting of a variety of performances by trained animals, acrobats, clowns, or other trained performers.
- 21.2 Farmers' market A place and/or building, or portion thereof, where agricultural producers gather on a regular basis to sell agricultural products directly to retail consumers.
- 21.3 Itinerant sales An outdoor area used or is intended for retail sales over a limited duration. The merchandise may be offered by one or more vendors and be displayed out of doors and/or within a nonpermanent structure, such as a trailer or tent. The term includes flea markets, bazaars, and the like. The term does not include seasonal product sales, rummage sales, or roadside farmer markets.
- 21.4 On-site construction office A building placed on a construction site used by the contractor as a field office and removed when construction is complete.
- 21.5 On-site real estate sales office A residential dwelling in a residential development temporarily used as a sales office for other on-site residential dwellings.
- 21.6 Outdoor vendor Any commercial activity that occurs outside of the building that hosts the principal commercial use. The term includes sketch artists, food vendors, and retail sales.
- 21.7 Seasonal product sales An outdoor area where merchandise typically associated with a seasonal holiday or festival is displayed and sold immediately before the event. Examples include Christmas trees and wreaths for Christmas and pumpkins for Halloween. The term does not include fireworks sales for the Fourth of July.
- 21.8 Sidewalk café An outdoor dining area located upon public property, including a sidewalk, and operated as an integral part of an adjacent restaurant where food and beverages are sold or served primarily for consumption on the premises.
- 21.9 Snow disposal site A place where snow that accumulates on another site is stored and allowed to melt naturally.
- 21.10 Street performance Any public performance conducted within a street right-of-way or public park for the enjoyment of passersby and others. Examples include jugglers, mimes, street musicians, and face painters.
- 19.112 to 19.199 reserved

Exhibit 5-2. Accessory uses by district

20.0	Accessory Use	A-1	A-2	D-1	R-1	R-2	R-3	R-5	R-9	C-1	C-2	C-3	C-4	M-1	I-1	Special Standards
20.1	Adult family home	-	-	-	P	P	P	P	P	P	-	-	-	-	-	19.800
20.2	Amateur radio station	-	-	-	P	P	P	P	P	-	-	-	-	P	-	19.801
20.3	ATM, exterior	-	-	-	-	-	-	-	-	C	-	-	-	P	C	19.802
20.3	ATM, interior	-	-	-	-	-	-	-	-	P	P	P	P	P	-	-
20.4	Bed and breakfast	-	-	-	C	C	-	-	-	C	-	-	-	C	G	19.803
20.5	Boat dock	C	C	C	C	C	C	C	C	C	C	C	C	C	C	-
20.6	Drive-up service window	-	-	-	-	-	-	-	-	C	C	C	C	C	C	19.804
20.625	Exterior Activity Area	P	P	-	C	C	C	C	C	P	P	P	P	P	P	19.8045
20.7	Family day care home	-	-	-	P	P	P	P	P	P	P	P	P	P	P	19.805
20.8	Fence	P	P	P	P	P	P	P	P	P	P	P	P	P	P	19.806
20.9	Foster home and treatment foster home	P	P	-	P	P	P	P	P	P	-	-	-	P	-	19.807
20.10	Garage, nonresidential	P	P	-	-	-	-	-	-	C	C	C	C	C	C	19.808
20.11	Garage, residential	-	-	-	P	P	P	P	P	P	-	-	-	P	-	19.809
20.12	Home occupation	-	-	-	C	C	-	-	-	C	-	-	-	C	G	19.810
20.13	LRG Scale Private outdoor food & bev. service	-	-	-	-	-	-	-	-	C	C	C	C	C	C	19.811A
20.135	SM Scale Private outdoor food & bev. service	-	-	-	-	-	-	-	-	C	P	P	P	C	G	19.811B
20.14	Outdoor display incidental to indoor sales	-	-	-	-	-	-	-	-	P	P	P	P	C	G	19.812
20.15	Outdoor furnace	P	P	C	C	C	C	C	C	P	C	C	C	-	C	19.813
20.16	Parking lot, on-site	P	P	C	-	-	-	-	-	P	P	P	P	P	P	-
20.17	Play structure (residential)	P	P	-	P	P	P	P	P	P	-	-	-	P	-	19.814
20.18	Private kennel	P	P	-	P	P	P	P	P	P	-	-	-	P	-	19.815
20.19	Private stable	P	P	-	-	-	-	-	-	-	-	-	-	-	-	19.816
20.20	Roadside produce stand	P	P	-	-	-	-	-	-	-	-	-	-	-	-	19.817
20.21	Standby electrical power generator	P	P	P	P	P	P	P	P	P	P	P	P	P	P	19.818
20.22	Storage container	-	-	-	-	-	-	-	-	-	C	C	C	-	P	19.819
20.23	Swimming pool (residential)	P	P	-	P	P	P	P	P	P	-	-	-	P	-	19.820
20.24	Upper-floor residential	-	-	-	-	-	-	-	-	C	-	-	-	C	G	-
20.25	Walk-up service window	-	-	-	-	-	-	-	-	C	C	C	C	C	C	19.821
20.26	Wharf	C	C	C	C	C	C	C	C	C	C	C	C	C	C	-
20.27	Wind energy system	P	P	C	C	C	C	C	C	C	C	C	C	C	C	19.822
20.28	Yard shed (residential)	P	P	-	P	P	P	P	P	P	-	-	-	P	-	19.823
20.29	Industrial District Retail	-	-	-	-	-	-	-	-	-	-	-	-	-	C	19.825
20.30	Short Term Rentals	P	P	P	P	P	P	P	P	P	P	P	P	P	P	19.828

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Key to table:

- The use is not permitted in the district
- C The use is allowed through the conditional use process
- P The use is permitted provided the standards are met, if any

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Exhibit 5-3. Temporary uses by district

21.0	Temporary Use	A-1	A-2	D-1	R-1	R-2	R-3	R-5	R-9	C-1	C-2	C-3	C-4	M-1	I-1	Special Standards
21.1	Circus	-	-	-	-	-	-	-	-	P	-	-	-	-	-	19.901
21.2	Farmers' market	C	C	-	-	-	-	-	-	P	C	C	C	C	-	19.902
21.3	Itinerant sales	-	-	-	-	-	-	-	-	C	C	C	C	C	-	19.903
21.4	On-site construction office	-	-	-	-	C	C	-	-	C	C	C	C	C	-	19.904
21.5	On-site real estate sales office	-	-	-	C	C	C	C	-	-	-	-	-	C	-	19.905
21.6	Outdoor vendor	-	-	-	-	-	-	-	-	C	C	C	C	C	-	19.906
21.7	Seasonal product sales	P	P	-	-	-	-	-	-	C	P	-	-	C	P	19.907
21.8	Public Sidewalk café	-	-	-	-	-	-	-	-	C	P	-	-	C	-	19.908
21.9	Snow disposal site	P	P	-	-	-	-	-	-	-	P	-	-	-	P	19.908
21.10	Street performance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	19.909

Key to table:

- The use is not permitted in the district
- C The use is allowed through the conditional use process
- P The use is permitted provided the standards are met, if any

19.819 Storage container

- (1) **Location.** A storage container on a commercially-zoned parcel shall:
 - (a) not be located in a parking area required by this chapter;
 - (b) only be located between the back of the building and rear lot line;
 - (c) observe the setback requirements for the district in which located; and
 - (d) not be located in a buffer as may be required by this code.
- (2) **Number.** No more than one storage container shall be located on a commercially-zoned parcel.
- (3) **Character.** A storage container shall be structurally sound and in good repair.
- (4) **Signage.** A storage container may not be used for signage.

19.820 Swimming pool

- (1) **Location.** A swimming pool shall not be located in a front yard.
- (2) **Decking.** Decking is considered an integral part of the swimming pool and shall comply with all setback requirements.
- (3) **Drainage.** Water that is drained out of a swimming pool shall not be allowed to flow onto adjoining property or into a city sewer without the approval of the public works director for the city.
- (4) **Area.** The area occupied by a swimming pool shall not exceed 30 percent of the required yard area.
- (5) **Outdoor lighting.** Outdoor lighting shall not shine onto adjoining property.
- (6) **Design specifications.** A swimming pool shall meet the most current standards published by the National Spa and Pool Institute (NSPI) and the American National Standards Institute (ANSI) including those for plumbing, electrical service, sanitation, fencing, security, and safety.

19.821 Walk-up service window

A walk-up service window shall not be located within 8 feet of a required yard area, except as provided herein. In the Downtown Commercial District (C-2) along Broadway Avenue between the Wisconsin River and Church Street, a walk-up service window may front directly on a public sidewalk.

19.822 Wind energy system

- (1) **Use.** A wind energy system shall be used primarily to produce electricity for on-site use.
- (2) **Minimum lot size.** A wind energy system shall be located on a lot that is 3 acres or larger.
- (3) **Placement.** The base of the unit shall be placed no closer to a property boundary line than two times the height of the unit. For example, a 75-foot high unit needs to be at least 150 from any property boundary line.

19.823 Yard shed

A yard shed shall not be located in a front yard.

19.824 Reserved

19.825 Industrial District Retail

The retail sales and activities shall be ancillary and related to the products manufactured on premises and subject to such conditions as imposed by the city, including without limitation, are of retail space, hours of operation, parking and traffic flow. Any use accessory to the Industrial District Retail use, such as outdoor commercial activities, will be required to obtain permits or other approvals consistent with the requirements in the C-4 Commercial-Large Scale Zoning District.

19.826 Short Term Rentals

Short Term rentals shall be subject to the provisions of City Ordinance Chapter 16.35.

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19.826 to 19.899 reserved

Exhibit 6-2. Accessory uses by district

20.0	Accessory Use	Standard
20.1	Adult family home	On-site parking not required
20.2	Amateur radio station	On-site parking not required
20.3	ATM, exterior	On-site parking not required
20.3	ATM, interior	On-site parking not required
20.4	Bed and breakfast	1 space for each room
20.5	Boat dock	On-site parking not required
20.6	Drive-up service window	On-site parking not required
20.625	Exterior Activity Area	1 space per 3 patrons or 1 space for each 300 square feet of area devoted to patron service, whichever is greater; plus 1 space for each employee dedicated to the accessory use.
20.7	Family day care home	On-site parking not required
20.8	Fence	On-site parking not required
20.9	Foster home and treatment foster home	On-site parking not required
20.10	Garage, nonresidential	On-site parking not required
20.11	Garage, residential	On-site parking not required
20.12	Home occupation	1 space for a company vehicle; plus 1 space when sufficient on-street parking is not available
20.13	Outdoor commercial food and beverage service	1 space for each 3 patron seats or 1 space for each 300 square feet of area devoted to patron service, whichever is greater; plus 1 space for each employee on the largest work shift
20.135	Small scale outdoor commercial food and beverage	1 space for each 3 patron seats or 1 space for each 300 square feet of area devoted to patron service, whichever is greater; plus 1 space for each employee on the largest work shift
20.14	Outdoor display incidental to indoor sales	On-site parking not required
20.15	Outdoor furnace	On-site parking not required
20.16	Parking lot, on-site	On-site parking not required
20.17	Play structure (residential)	On-site parking not required
20.18	Private kennel	On-site parking not required
20.19	Private stable	On-site parking not required
20.20	Roadside produce market	1 space for each 300 square feet of display area (enclosed and unenclosed)
20.21	Standby electrical power generator	On-site parking not required
20.22	Storage container	On-site parking not required
20.23	Swimming pool (residential)	On-site parking not required
20.24	Upper-floor residential	2 spaces for each dwelling unit (The plan commission may waive this requirement in whole or in part in the C-2 district when ample public parking is available.)
20.25	Walk-up service window	On-site parking not required
20.26	Wharf	On-site parking not required
20.27	Wind energy system	On-site parking not required
20.28	Yard shed (residential)	On-site parking not required
20.29	Industrial District Retail	1 space per 3 seats or 1 space or 1 space per 300 square feet whichever is greater; plus 1 space per employee
20.38	Short Term Rental	1.25 spaces for each 4 occupants based upon maximum occupancy.

Exhibit 6-3. Temporary uses by district

21.0	Temporary Use	Standard
21.1	Circus	1 space for each 3 patron seats
21.2	Farmers' market	1 space for each 2 vendor spaces when sufficient on-street parking is not available
21.3	Itinerant outdoor sales	1 space for each 100 feet of outdoor display area when sufficient on-street parking is not available
21.4	On-site construction office	On-site parking not required
21.5	On-site real estate sales office	2 spaces
21.6	Outdoor vendor	On-site parking not required
21.7	Seasonal product sales	1 space for each 100 feet of outdoor display area when sufficient on-street parking is not available
21.8	Sidewalk café	On-site parking not required
21.9	Snow disposal site	On-site parking not required
21.10	Street performance	On-site parking not required