

# CITY OF WISCONSIN DELLS MEETING AGENDA

Meeting Description COMMON COUNCIL MEETING  
 Date: MONDAY, MAY 21, 2018 Time: 7:00PM Location: MUNICIPAL BUILDING  
300 LA CROSSE STREET, WISCONSIN DELLS, WI

MAYOR		COUNCIL MEMBERS		
ED WOJNICZ		FIRST DISTRICT	SECOND DISTRICT	THIRD DISTRICT
		Jesse DeFosse	Mike Freel	Ben Anderson
		Brian Holzem	Terry Marshall	Ed Fox
<b>OPENING</b>				
1	CALL TO ORDER & ROLL CALL			
2	PLEDGE OF ALLEGIANCE			
3	APPROVAL OF CONSENT AGENDA ITEMS: a. Approval of the April 17, 2018 Common Council Meeting Minutes b. Schedule of Bills Payable dated May 21, 2018 c. Applications for Bartender Licenses			
4	COMMITTEE UPDATES BY CHAIRPERSONS: (PARKS & REC, LIBRARY, LEGISLATIVE, RIVER ARTS DISTRICT, PARKING BOARD, PLAN COMMISSION, FINANCE, PUBLIC WORKS, DESIGN REVIEW COMMITTEE, PUBLIC SAFETY & BID)			
<b>AGENDA ITEMS</b>				
5	AMERICAN LEGION AUXILIARY POPPY MONTH PROCLAMATION			
6	UPDATES TO 2018-2019 COMMITTEE, BOARD & COMMISSION APPOINTMENTS			
7	APPLICATIONS FOR RENEWAL OF SEASONAL EMPLOYEE LODGING FACILITY LICENSES FOR LICENSING PERIOD OF MAY 1, 2018 THRU APRIL 30, 2019			
<b>RESOLUTIONS</b>				
8	RESOLUTION TO APPROVE THE AMENDED 2018 SCHEDULE OF FEES			
9	RESOLUTION TO APPROVE THE SMALL CELL RIGHT-OF-WAY AND POLE ATTACHMENT AGREEMENTS WITH VERIZON WIRELESS LLC FOR THREE LOCATIONS			
10	RESOLUTION TO APPROVE THE DEVELOPMENT AGREEMENT WITH MIRUS WISCONSIN DELLS II, LLC FOR AN AFFORDABLE HOUSING DEVELOPMENT AT 920 RACE STREET			
11	RESOLUTION TO APPROVE A CONDITIONAL USE PERMIT TO MIRUS PARTNERS INC IN ORDER TO ALLOW CONSTRUCTION OF A RESIDENTIAL, MULTI-FAMILY FACILITY AND PRINCIPAL BUILDING HEIGHT OVER 45 FEET AT 920 RACE STREET			
12	RESOLUTION TO APPROVE THE EXTENDED AND RESTATED DEVELOPMENT AGREEMENT WITH RIVERWOOD EAGLE'S NEST LLC TO INCLUDE PHASE 1B OF THEIR SENIOR COMMUNITY DEVELOPMENT			
13	RESOLUTION TO APPROVE THE SITE PLAN SUBMITTED BY RIVERWOOD EAGLE'S NEST LLC FOR CONSTRUCTION OF PHASE 1B OF THEIR SENIOR COMMUNITY DEVELOPMENT (WITH CONTINGENCIES)			
14	RESOLUTION TO APPROVE THE EDDY STREET CAFÉ AREA EXCLUSIVE USE AGREEMENT WITH SAN ANTONIO MEXICAN RESTAURANT			
15	RESOLUTION TO APPROVE A CONDITIONAL USE PERMIT TO LUIS MARTINEZ IN ORDER TO ALLOW OUTDOOR FOOD & BEVERAGE SERVICE AND A WALK-UP SERVICE WINDOW AT SAN ANTONIO MEXICAN RESTAURANT 740/742 EDDY STREET			



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

FOR OFFICE USE ONLY

Receipt# 63489  
Amount Paid: \$ 30  
License Exp. Date Provisional: \_\_\_\_\_ (not more than 60 days)  
Operators-June 30, ~~2017~~ 2018 (even year)  
Temporary Period \_\_\_\_\_ (not more than 14 days)  
Council Date Granted: \_\_\_\_\_  
License #: \_\_\_\_\_ Date Issued: \_\_\_\_\_

Police Dept Verification: 4/23/18 DS  
Police Chief: \_\_\_\_\_ Approved: [Signature]  
Denied: \_\_\_\_\_

Please Note:

- You must be 18 years of age or older to apply.
- Answer all questions truthfully and completely. A background record check will be conducted by the Police Dept.
- A Beverage Server Certificate, proof of registration in the class, or proof of having an Operator License within the last two years must accompany all New License Applications.

Application Date 4/20/18

License Applying For:

- New ~~\$60~~ \$30
- Renewal \$60
- Provisional \$10
- Temporary \$10 (Bona Fide Clubs Only)  
Date(s) Needed (14 day max.): \_\_\_\_\_  
Limited to one per year. No training course required.

Check the appropriate box that applies to you:

- I have an Operator's License in effect at this time. (Attach proof if not held w/City of Wisconsin Dells)
- I have held an Operator's License within past 2 years (Attach proof)
- I have completed the Beverage Server Training Course within past 2 years (Attach Completion Certificate)
- I am enrolled in the Beverage Server Training Course  
Class Date and Location: \_\_\_\_\_  
(After completing the course, bring in your certificate to receive license)
- I am applying for a Temporary Operator's License

To the Common Council of the City of Wisconsin Dells, Wisconsin: 18

I hereby apply for a license to serve from the date hereof to June 30, 2018, inclusive, fermented malt beverages and intoxicating liquors, subject to limitations imposed by Secs. 125.04, 125.12, 125.32, 125.68 of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations, federal, state, or local, affecting the sale of such beverages and liquors if a license is granted to me.

PLEASE PRINT

Name Angelini Ann Maria  
Last First Middle  
Home Address 1608 Cliffview Ave Onalaska WI 54650  
Street City State Zip

Mail License to (if different from Home Address) \_\_\_\_\_  
Street City State Zip

Previous Addresses within the past 10 years  
810 Aspen Blvd Sparta WI 54656

Drivers License # A524-0009-9967-08 State Issued Wisconsin

Phone Number 608-792-1630 Date of Birth 12/27/99 Place of Birth LaCrosse

Physical Description Sex F Race Caucasian Height 5'10" Eye Color: Brown Hair Color: Brown

License to be used at (Name of Business) Gino's Pizzeria & Bar

(Continued)

- 1. Have you been convicted of any felony or misdemeanor? Yes \_\_\_ No
- 2. Have you been convicted of any license law or ordinance regulating the sale and/or consumption of fermented malt beverages or intoxicating liquors? Yes \_\_\_ No
- 3. Are there currently any charges, federal, state, or local pending against you? Yes \_\_\_ No
- 4. Do you currently have any outstanding forfeitures owed to the City of Wisconsin Dells? Yes \_\_\_ No

If you answered **yes** to any of the above questions, list the offense convicted of, pending conviction, date of conviction, and state and county of conviction.

<u>Date</u>	<u>Nature of Offense</u>	<u>County</u>	<u>State</u>

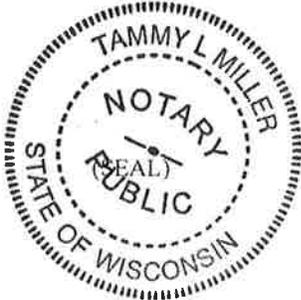
**STATE OF WISCONSIN**

**COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU**

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application: that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Signature of Applicant: *[Handwritten Signature]* Date: 4/20/18

Subscribed and sworn to before me this 20<sup>th</sup> day  
of April, 2018.  
Sammy L Miller  
Notary Public  
My Commission Expires: 1-21-22





(Continued)

- 1. Have you been convicted of any felony or misdemeanor? Yes \_\_\_ No
- 2. Have you been convicted of any license law or ordinance regulating the sale and/or consumption of fermented malt beverages or intoxicating liquors? Yes \_\_\_ No
- 3. Are there currently any charges, federal, state, or local pending against you? Yes \_\_\_ No
- 4. Do you currently have any outstanding forfeitures owed to the City of Wisconsin Dells? Yes \_\_\_ No

If you answered **yes** to any of the above questions, list the offense convicted of, pending conviction, date of conviction, and state and county of conviction.

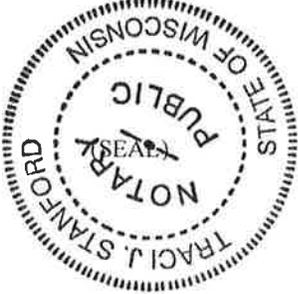
<u>Date</u>	<u>Nature of Offense</u>	<u>County</u>	<u>State</u>

**STATE OF WISCONSIN**  
**COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU**

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Signature of Applicant: Matthew Cole Date: 4-30-18

Subscribed and sworn to before me this 30th day  
of April, 2018.  
[Signature]  
Notary Public  
My Commission Expires: 10/25/2019





(Continued)

- 1. Have you been convicted of any felony or misdemeanor? Yes \_\_\_ No
- 2. Have you been convicted of any license law or ordinance regulating the sale and/or consumption of fermented malt beverages or intoxicating liquors? Yes \_\_\_ No
- 3. Are there currently any charges, federal, state, or local pending against you? Yes \_\_\_ No
- 4. Do you currently have any outstanding forfeitures owed to the City of Wisconsin Dells? Yes \_\_\_ No

If you answered **yes** to any of the above questions, list the offense convicted of, pending conviction, date of conviction, and state and county of conviction.

<u>Date</u>	<u>Nature of Offense</u>	<u>County</u>	<u>State</u>

**STATE OF WISCONSIN**  
**COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU**

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Signature of Applicant: Penny Crisafulli Date: 4-25-18

Subscribed and sworn to before me this 25<sup>th</sup> day  
of April, 2018.  
[Signature]  
Notary Public  
My Commission Expires: 10/25/2019



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

**FOR OFFICE USE ONLY**

Receipt# 64260  
 Amount Paid: \$ 60.00  
 License Exp. Date Provisional: \_\_\_\_\_ (not more than 60 days)  
   Operators- June 30, ~~2018~~ 2020 (even year)  
   Temporary Period \_\_\_\_\_ (not more than 14 days)  
 Council Date Granted: \_\_\_\_\_  
 License #: \_\_\_\_\_ Date Issued: \_\_\_\_\_

Police Dept Verification: JS 5-7-18  
 Police Chief: \_\_\_\_\_ Approved: [Signature]  
 Denied: \_\_\_\_\_

**Please Note:**

- You must be 18 years of age or older to apply.
- Answer all questions truthfully and completely. A background record check will be conducted by the Police Dept.
- A Beverage Server Certificate, proof of registration in the class, or proof of having an Operator License within the last two years must accompany all New License Applications.

Application Date \_\_\_\_\_

**License Applying For:**

- New \$60  
 Renewal \$60  
 Provisional \$10  
 Temporary \$10 (Bona Fide Clubs Only)  
 Date(s) Needed (14 day max.): \_\_\_\_\_  
 Limited to one per year. No training course required.

**Check the appropriate box that applies to you:**

- I have an Operator's License in effect at this time. (Attach proof if not held w/City of Wisconsin Dells)  
 I have held an Operator's License within past 2 years (Attach proof)  
 I have completed the Beverage Server Training Course within past 2 years (Attach Completion Certificate)  
 I am enrolled in the Beverage Server Training Course  
 Class Date and Location: \_\_\_\_\_  
 (After completing the course, bring in your certificate to receive license)  
 I am applying for a Temporary Operator's License

To the Common Council of the City of Wisconsin Dells, Wisconsin: 20

I hereby apply for a license to serve from the date hereof to June 30, 2018; inclusive, fermented malt beverages and intoxicating liquors, subject to limitations imposed by Secs. 125.04, 125.12, 125.32, 125.68 of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations, federal, state, or local, affecting the sale of such beverages and liquors if a license is granted to me.

**PLEASE PRINT**

Name ELFERS (SR.) KEVIN W.

Last First Middle

Home Address 51444 INDIAN TRAIL, BARABOD, WI 53913

Street City State Zip

Mail License to (if different from Home Address) \_\_\_\_\_

Street City State Zip

Previous Addresses within the past 10 years

SAME

Drivers License # E416-5195-2055-01 State Issued WI

Phone Number 608-490-1952 Date of Birth 2/15/52 Place of Birth VIRGOVA, WI

Physical Description Sex M Race W Height 6' Eye Color: BLUE Hair Color: BROWN

License to be used at (Name of Business) AMERICAN WORLD BP, HOT ROCKS + DRINKERS LANDING

- 1. Have you been convicted of any felony or misdemeanor? Yes \_\_\_ No
- 2. Have you been convicted of any license law or ordinance regulating the sale and/or consumption of fermented malt beverages or intoxicating liquors? Yes \_\_\_ No
- 3. Are there currently any charges, federal, state, or local pending against you? Yes \_\_\_ No
- 4. Do you currently have any outstanding forfeitures owed to the City of Wisconsin Dells? Yes \_\_\_ No

If you answered yes to any of the above questions, list the offense convicted of, pending conviction, date of conviction, and state and county of conviction.

<u>Date</u>	<u>Nature of Offense</u>	<u>County</u>	<u>State</u>

**STATE OF WISCONSIN**

**COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU**

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Signature of Applicant: Kerrin Elfus SR Date: 4/28/18

Subscribed and sworn to before me this 3 day of May, 2018.

Michelle Seng  
Notary Public

(SEAL)

My Commission Expires: 3-22-21

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

**FOR OFFICE USE ONLY**

Receipt# 03990  
 Amount Paid: \$ 30.00  
 License Exp. Date Provisional: \_\_\_\_\_ (not more than 60 days)  
 Operators-June 30, ~~2020~~ 2018 (even year)  
 Temporary Period \_\_\_\_\_ (not more than 14 days)  
 Council Date Granted: \_\_\_\_\_  
 License #: \_\_\_\_\_ Date Issued: \_\_\_\_\_

Police Dept Verification: 4/23/18 BS  
 Police Chief: \_\_\_\_\_ Approved: [Signature]  
 Denied: \_\_\_\_\_

**Please Note:**

- You must be 18 years of age or older to apply.
- Answer all questions truthfully and completely. A background record check will be conducted by the Police Dept.
- A Beverage Server Certificate, proof of registration in the class, or proof of having an Operator License within the last two years must accompany all New License Applications.

Application Date 4/20/18

**License Applying For:**

- New ~~\$60~~ \$36  
 Renewal \$60  
 Provisional \$10  
 Temporary \$10 (Bona Fide Clubs Only)  
 Date(s) Needed (14 day max.): \_\_\_\_\_  
 Limited to one per year. No training course required.

**Check the appropriate box that applies to you:**

- I have an Operator's License in effect at this time. (Attach proof if not held w/City of Wisconsin Dells)  
 I have held an Operator's License within past 2 years (Attach proof)  
 I have completed the Beverage Server Training Course within past 2 years (Attach Completion Certificate)  
 I am enrolled in the Beverage Server Training Course  
 Class Date and Location: \_\_\_\_\_  
 (After completing the course, bring in your certificate to receive license)  
 I am applying for a Temporary Operator's License

To the Common Council of the City of Wisconsin Dells, Wisconsin: 18

I hereby apply for a license to serve from the date hereof to June 30, 2020, inclusive, fermented malt beverages and intoxicating liquors, subject to limitations imposed by Secs. 125.04, 125.12, 125.32, 125.68 of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations, federal, state, or local, affecting the sale of such beverages and liquors if a license is granted to me.

**PLEASE PRINT**  
Name

Everts Hallie Lyn

Home Address 1549 Wood St. La Crosse WI 54603  
 Street City State Zip

Mail License to (if different from Home Address) \_\_\_\_\_  
 Street City State Zip

Previous Addresses within the past 10 years \_\_\_\_\_  
 \_\_\_\_\_

Drivers License # E163 3329 890103 State Issued Wisconsin

Phone Number 608-386-0976 Date of Birth 11/01/98 Place of Birth La Crosse, WI

Physical Description Sex F Race Caucasian Height 5'08" Eye Color: Green Hair Color: Brown

License to be used at (Name of Business) Gino's Pizzeria & Bar

(Continued)

- 1. Have you been convicted of any felony or misdemeanor? Yes \_\_\_ No X
- 2. Have you been convicted of any license law or ordinance regulating the sale and/or consumption of fermented malt beverages or intoxicating liquors? Yes \_\_\_ No X
- 3. Are there currently any charges, federal, state, or local pending against you? Yes \_\_\_ No X
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**STATE OF WISCONSIN**  
**COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU**

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Signature of Applicant: Hallie Giverts Date: 4/20/18

Subscribed and sworn to before me this 20<sup>th</sup> day  
of April, 2018.  
Tammy L Miller  
Notary Public  
My Commission Expires: 1-21-22



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

**FOR OFFICE USE ONLY**

Receipt# 64261  
Amount Paid: \$ 60.00  
License Exp. Date Provisional: \_\_\_\_\_ (not more than 60 days)  
Operators- June 30, ~~2018~~ 2020 (even year)  
Temporary Period \_\_\_\_\_ (not more than 14 days)  
Council Date Granted: \_\_\_\_\_  
License #: \_\_\_\_\_ Date Issued: \_\_\_\_\_

Police Dept Verification: JS 5-7-18  
Police Chief: \_\_\_\_\_ Approved: [Signature]  
Denied: \_\_\_\_\_

**Please Note:**

- You must be 18 years of age or older to apply.
- Answer all questions truthfully and completely. A background record check will be conducted by the Police Dept.
- A Beverage Server Certificate, proof of registration in the class, or proof of having an Operator License within the last two years must accompany all New License Applications.

Application Date \_\_\_\_\_

**License Applying For:**

- New \$60  
 Renewal \$60  
 Provisional \$10  
 Temporary \$10 (Bona Fide Clubs Only)  
Date(s) Needed (14 day max.): \_\_\_\_\_  
Limited to one per year. No training course required.

**Check the appropriate box that applies to you:**

- I have an Operator's License in effect at this time. (Attach proof if not held w/City of Wisconsin Dells)  
 I have held an Operator's License within past 2 years (Attach proof)  
 I have completed the Beverage Server Training Course within past 2 years (Attach Completion Certificate)  
 I am enrolled in the Beverage Server Training Course  
Class Date and Location: \_\_\_\_\_  
(After completing the course, bring in your certificate to receive license)  
 I am applying for a Temporary Operator's License

To the Common Council of the City of Wisconsin Dells, Wisconsin: 20

I hereby apply for a license to serve from the date hereof to June 30, ~~2018~~ 2020 inclusive, fermented malt beverages and intoxicating liquors, subject to limitations imposed by Secs. 125.04, 125.12, 125.32, 125.68 of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations, federal, state, or local, affecting the sale of such beverages and liquors if a license is granted to me.

**PLEASE PRINT**

Name FLORES MARIA C.  
Last First Middle

Home Address \_\_\_\_\_  
Street City State Zip

Mail License to (if different from Home Address) \_\_\_\_\_  
Street City State Zip

Previous Addresses within the past 10 years

5563 OAK HILL LANE, WIS. DELLS, WI 53965

Drivers License # 180285869A State Issued ECUADOR

Phone Number 608-339-1613 Date of Birth 5-19-1986 Place of Birth ECUADOR

Physical Description Sex F Race W Height 5'4" Eye Color: BROWN Hair Color: BROWN

License to be used at (Name of Business) AMERICAN WORLD BP, HOT ROCKS & DRINKERS LANDING

(Continued)

- 1. Have you been convicted of any felony or misdemeanor? Yes \_\_\_ No
- 2. Have you been convicted of any license law or ordinance regulating the sale and/or consumption of fermented malt beverages or intoxicating liquors? Yes \_\_\_ No
- 3. Are there currently any charges, federal, state, or local pending against you? Yes \_\_\_ No
- 4. Do you currently have any outstanding forfeitures owed to the City of Wisconsin Dells? Yes \_\_\_ No

If you answered **yes** to any of the above questions, list the offense convicted of, pending conviction, date of conviction, and state and county of conviction.

<u>Date</u>	<u>Nature of Offense</u>	<u>County</u>	<u>State</u>

**STATE OF WISCONSIN**

**COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU**

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Signature of Applicant: *Christina Jones* Date: 5/03/2018

Subscribed and sworn to before me this 3 day of May, 2018.

*Michelle S. Surig*  
Notary Public

(SEAL)

My Commission Expires: 3-22-21



(Continued)

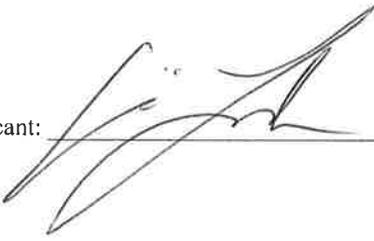
- 1. Have you been convicted of any felony or misdemeanor? Yes \_\_\_ No X
- 2. Have you been convicted of any license law or ordinance regulating the sale and/or consumption of fermented malt beverages or intoxicating liquors? Yes \_\_\_ No X
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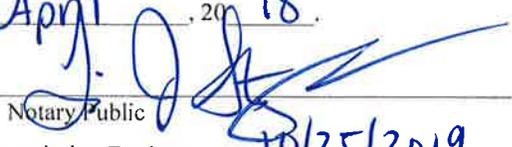
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**STATE OF WISCONSIN**  
**COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU**

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Signature of Applicant:  Date: 4/23/18

Subscribed and sworn to before me this 23rd day  
of April, 2018.  
  
Notary Public  
My Commission Expires: 10/25/2019





(Continued)

- 1. Have you been convicted of any felony or misdemeanor? Yes \_\_\_ No
- 2. Have you been convicted of any license law or ordinance regulating the sale and/or consumption of fermented malt beverages or intoxicating liquors? Yes \_\_\_ No
- 3. Are there currently any charges, federal, state, or local pending against you? Yes \_\_\_ No
- 4. Do you currently have any outstanding forfeitures owed to the City of Wisconsin Dells? Yes \_\_\_ No

If you answered **yes** to any of the above questions, list the offense convicted of, pending conviction, date of conviction, and state and county of conviction.

<u>Date</u>	<u>Nature of Offense</u>	<u>County</u>	<u>State</u>

**STATE OF WISCONSIN**  
**COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU**

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Signature of Applicant: Taylor Frank Date: 4/23/18

Subscribed and sworn to before me this 23rd day  
of April 2018.  
[Signature]  
Notary Public  
My Commission Expires: 10/25/2019





(Continued)

- 1. Have you been convicted of any felony or misdemeanor? Yes \_\_\_ No X
- 2. Have you been convicted of any license law or ordinance regulating the sale and/or consumption of fermented malt beverages or intoxicating liquors? Yes \_\_\_ No X
- 3. Are there currently any charges, federal, state, or local pending against you? Yes \_\_\_ No X
- 4. Do you currently have any outstanding forfeitures owed to the City of Wisconsin Dells? Yes \_\_\_ No X

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<u>Date</u>	<u>Nature of Offense</u>	<u>County</u>	<u>State</u>

**STATE OF WISCONSIN**

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Signature of Applicant: Anten M Dickey Date: 4/23/18

Subscribed and sworn to before me this 23rd day  
of April, 2018.  
[Signature]  
Notary Public  
My Commission Expires: 10/25/2019





(Continued)

- 1. Have you been convicted of any felony or misdemeanor? Yes \_\_\_ No
- 2. Have you been convicted of any license law or ordinance regulating the sale and/or consumption of fermented malt beverages or intoxicating liquors? Yes \_\_\_ No
- 3. Are there currently any charges, federal, state, or local pending against you? Yes \_\_\_ No
- 4. Do you currently have any outstanding forfeitures owed to the City of Wisconsin Dells? Yes \_\_\_ No

If you answered **yes** to any of the above questions, list the offense convicted of, pending conviction, date of conviction, and state and county of conviction.

<u>Date</u>	<u>Nature of Offense</u>	<u>County</u>	<u>State</u>

**STATE OF WISCONSIN**

**COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU**

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application: that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Signature of Applicant: *John Hickey* Date: 4-23-18

Subscribed and sworn to before me this 23rd day of April, 2018  
*[Signature]*  
Notary Public  
My Commission Expires: 10/25/2019





- 1. Have you been convicted of any felony or misdemeanor? Yes \_\_\_ No
- 2. Have you been convicted of any license law or ordinance regulating the sale and/or consumption of fermented malt beverages or intoxicating liquors? Yes \_\_\_ No
- 3. Are there currently any charges, federal, state, or local pending against you? Yes \_\_\_ No
- 4. Do you currently have any outstanding forfeitures owed to the City of Wisconsin Dells? Yes \_\_\_ No

If you answered **yes** to any of the above questions, list the offense convicted of, pending conviction, date of conviction, and state and county of conviction.

<u>Date</u>	<u>Nature of Offense</u>	<u>County</u>	<u>State</u>

**STATE OF WISCONSIN**

**COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU**

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application: that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Signature of Applicant: *John Johnson* Date: 4-26-18

Subscribed and sworn to before me this 27 day of April, 2018.

*Karen Johnson*  
Notary Public

My Commission Expires: 6/29/18





- 1. Have you been convicted of any felony or misdemeanor? Yes \_\_\_ No X
- 2. Have you been convicted of any license law or ordinance regulating the sale and/or consumption of fermented malt beverages or intoxicating liquors? Yes \_\_\_ No X
- 3. Are there currently any charges, federal, state, or local pending against you? Yes \_\_\_ No X
- 4. Do you currently have any outstanding forfeitures owed to the City of Wisconsin Dells? Yes \_\_\_ No X

If you answered **yes** to any of the above questions, list the offense convicted of, pending conviction, date of conviction, and state and county of conviction.

<u>Date</u>	<u>Nature of Offense</u>	<u>County</u>	<u>State</u>

**STATE OF WISCONSIN  
COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU**

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application: that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Signature of Applicant: [Handwritten Signature] Date: 4-26-18

Subscribed and sworn to before me this 26 day of April, 2018.

Karen Johnson  
Notary Public

My Commission Expires: 6/29/18





(Continued)

- 1. Have you been convicted of any felony or misdemeanor? Yes \_\_\_ No X
- 2. Have you been convicted of any license law or ordinance regulating the sale and/or consumption of fermented malt beverages or intoxicating liquors? Yes \_\_\_ No X
- 3. Are there currently any charges, federal, state, or local pending against you? Yes \_\_\_ No X
- 4. Do you currently have any outstanding forfeitures owed to the City of Wisconsin Dells? Yes \_\_\_ No X

If you answered **yes** to any of the above questions, list the offense convicted of, pending conviction, date of conviction, and state and county of conviction.

<u>Date</u>	<u>Nature of Offense</u>	<u>County</u>	<u>State</u>

**STATE OF WISCONSIN**  
**COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU**

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application: that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Signature of Applicant: *[Handwritten Signature]* Date: *5-7-18*

Subscribed and sworn to before me this 7<sup>th</sup> day  
of May, 2018  
*Tammy L Miller*  
Notary Public  
My Commission Expires: 1-21-22





(Continued)

- 1. Have you been convicted of any felony or misdemeanor? Yes \_\_\_ No X
- 2. Have you been convicted of any license law or ordinance regulating the sale and/or consumption of fermented malt beverages or intoxicating liquors? Yes \_\_\_ No X
- 3. Are there currently any charges, federal, state, or local pending against you? Yes \_\_\_ No X
- 4. Do you currently have any outstanding forfeitures owed to the City of Wisconsin Dells? Yes \_\_\_ No X

If you answered **yes** to any of the above questions, list the offense convicted of, pending conviction, date of conviction, and state and county of conviction.

<u>Date</u>	<u>Nature of Offense</u>	<u>County</u>	<u>State</u>
5/24/17	speeding	Marquette	wi
9-11-17	Fail/wear seat belt	Sauk	wi
2-28-18	speeding	Columbia	wi
2016	purchase/possession of tobacco	Columbia	wi

**STATE OF WISCONSIN**

**COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU**

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application: that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Signature of Applicant: *Amanda [Signature]* Date: 05/20/2018

Subscribed and sworn to before me this 4<sup>th</sup> day of May, 2018.  
*Tammy L Miller*  
Notary Public  
My Commission Expires: 1-21-22





(Continued)

- 1. Have you been convicted of any felony or misdemeanor? Yes  No
- 2. Have you been convicted of any license law or ordinance regulating the sale and/or consumption of fermented malt beverages or intoxicating liquors? Yes  No
- 3. Are there currently any charges, federal, state, or local pending against you? Yes  No
- 4. Do you currently have any outstanding forfeitures owed to the City of Wisconsin Dells? Yes  No

If you answered **yes** to any of the above questions, list the offense convicted of, pending conviction, date of conviction, and state and county of conviction.

<u>Date</u>	<u>Nature of Offense</u>	<u>County</u>	<u>State</u>
	Same as before. No new charges since last background check.		

**STATE OF WISCONSIN**

**COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU**

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application: that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Signature of Applicant:  Date: 5/3/18

Subscribed and sworn to before me this 4th day  
of May 2018  
Tammy L Miller  
Notary Public  
My Commission Expires: 1-21-22





- 1. Have you been convicted of any felony or misdemeanor? Yes \_\_\_ No
- 2. Have you been convicted of any license law or ordinance regulating the sale and/or consumption of fermented malt beverages or intoxicating liquors? Yes \_\_\_ No
- 3. Are there currently any charges, federal, state, or local pending against you? Yes \_\_\_ No
- 4. Do you currently have any outstanding forfeitures owed to the City of Wisconsin Dells? Yes \_\_\_ No

If you answered **yes** to any of the above questions, list the offense convicted of, pending conviction, date of conviction, and state and county of conviction.

<u>Date</u>	<u>Nature of Offense</u>	<u>County</u>	<u>State</u>

**STATE OF WISCONSIN**

**COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU**

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Signature of Applicant: Thomas C. Gruen Date: 5/1/18

Subscribed and sworn to before me this 1st day of May, 2018.  
[Signature]  
Notary Public  
My Commission Expires: 10/25/2019





(Continued)

- 1. Have you been convicted of any felony or misdemeanor? Yes \_\_\_ No
- 2. Have you been convicted of any license law or ordinance regulating the sale and/or consumption of fermented malt beverages or intoxicating liquors? Yes \_\_\_ No
- 3. Are there currently any charges, federal, state, or local pending against you? Yes \_\_\_ No
- 4. Do you currently have any outstanding forfeitures owed to the City of Wisconsin Dells? Yes \_\_\_ No

If you answered **yes** to any of the above questions, list the offense convicted of, pending conviction, date of conviction, and state and county of conviction.

<u>Date</u>	<u>Nature of Offense</u>	<u>County</u>	<u>State</u>

**STATE OF WISCONSIN**  
**COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU**

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application: that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Signature of Applicant: [Signature] Date: 4-23-18

Subscribed and sworn to before me this 23rd day  
of April, 2018  
[Signature]  
Notary Public  
My Commission Expires: 10/25/2019



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

**FOR OFFICE USE ONLY**

Receipt# 64262  
 Amount Paid: \$ 60.00  
 License Exp. Date Provisional: \_\_\_\_\_ (not more than 60 days)  
   Operators-June 30, 2018 2020 (even year)  
   Temporary Period \_\_\_\_\_ (not more than 14 days)  
 Council Date Granted: \_\_\_\_\_  
 License #: \_\_\_\_\_ Date Issued: \_\_\_\_\_

Police Dept Verification: JS 5-7-18  
 Police Chief: \_\_\_\_\_ Approved: [Signature]  
 Denied: \_\_\_\_\_

**Please Note:**

- You must be 18 years of age or older to apply.
- Answer all questions truthfully and completely. A background record check will be conducted by the Police Dept.
- A Beverage Server Certificate, proof of registration in the class, or proof of having an Operator License within the last two years must accompany all New License Applications.

**Application Date** \_\_\_\_\_

**License Applying For:**

- New \$60
- Renewal \$60**
- Provisional \$10
- Temporary \$10 (Bona Fide Clubs Only)  
 Date(s) Needed (14 day max.): \_\_\_\_\_  
 Limited to one per year. No training course required.

**Check the appropriate box that applies to you:**

- I have an Operator's License in effect at this time. (Attach proof if not held w/City of Wisconsin Dells)
- I have held an Operator's License within past 2 years (Attach proof)
- I have completed the Beverage Server Training Course within past 2 years (Attach Completion Certificate)
- I am enrolled in the Beverage Server Training Course  
 Class Date and Location: \_\_\_\_\_  
 (After completing the course, bring in your certificate to receive license)
- I am applying for a Temporary Operator's License

To the Common Council of the City of Wisconsin Dells, Wisconsin: 20

I hereby apply for a license to serve from the date hereof to June 30, 2018, inclusive, fermented malt beverages and intoxicating liquors, subject to limitations imposed by Secs. 125.04, 125.12, 125.32, 125.68 of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations, federal, state, or local, affecting the sale of such beverages and liquors if a license is granted to me.

**PLEASE PRINT**

Name WANDZURA ROMAN L.

Last First Middle

Home Address 1353 WELLINGTON DRIVE, REEDSBURG, WI 53959

Street City State Zip

Mail License to (if different from Home Address) \_\_\_\_\_

Street City State Zip

**Previous Addresses within the past 10 years**

110 SARRINGTON RD., WIS. DELLS, WI 53965

Drivers License # WS32-7326-5265-05 State Issued WI

Phone Number 608-415-5518 Date of Birth 7-25-65 Place of Birth CHICAGO, IL

Physical Description Sex M Race W Height 6'2" Eye Color: BROWN Hair Color: BROWN

License to be used at (Name of Business) AMERICAN WORLD BP + HOT ROCKS + DRINKERS LAND

- 1. Have you been convicted of any felony or misdemeanor? Yes  No
- 2. Have you been convicted of any license law or ordinance regulating the sale and/or consumption of fermented malt beverages or intoxicating liquors? Yes  No
- 3. Are there currently any charges, federal, state, or local pending against you? Yes  No
- 4. Do you currently have any outstanding forfeitures owed to the City of Wisconsin Dells? Yes  No

If you answered **yes** to any of the above questions, list the offense convicted of, pending conviction, date of conviction, and state and county of conviction.

<u>Date</u>	<u>Nature of Offense</u>	<u>County</u>	<u>State</u>
8-2003	DWI	SAUK	WI

**STATE OF WISCONSIN**  
**COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU**

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application: that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Signature of Applicant: R Wondzwa Date: 5-2-18

Subscribed and sworn to before me this 2 day of May, 2018.

Michelle S. Sney  
Notary Public

(SEAL)

My Commission Expires: 3-22-21



(Continued)

- 1. Have you been convicted of any felony or misdemeanor? Yes  No
- 2. Have you been convicted of any license law or ordinance regulating the sale and/or consumption of fermented malt beverages or intoxicating liquors? Yes  No
- 3. Are there currently any charges, federal, state, or local pending against you? Yes  No
- 4. Do you currently have any outstanding forfeitures owed to the City of Wisconsin Dells? Yes  No

If you answered **yes** to any of the above questions, list the offense convicted of, pending conviction, date of conviction, and state and county of conviction.

<u>Date</u>	<u>Nature of Offense</u>	<u>County</u>	<u>State</u>
9/5/97?	Burglary	Columbia	WI

**STATE OF WISCONSIN**  
**COUNTIES OF COLUMBIA, SAUK, ADAMS & JUNEAU**

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application: that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Signature of Applicant: *Cynthia* Date: 5-4-18

Subscribed and sworn to before me this 4th day  
of May, 2018.  
Tammy L Miller  
Notary Public  
My Commission Expires: 1-21-22



# 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 2018 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 21<sup>st</sup> day of May, 2018.

---

Edward E. Wojnicz  
Mayor

## 2018 - 2019 COMMITTEE, BOARD & COMMISSION APPOINTMENTS

### BID COMMITTEE

Trumble, Kelli - Chair (16-19)  
 Ald. DeFosse, Jesse - Vice Chair  
 Dan Gavinski (16-19)  
 Adam Makowski (16-19)  
 Justin Draper (17-20)  
 Kyler Royston (17-20)  
 Tara Anchor (17-20)  
 Kevin Ricks (18-21)  
 Jackie Morse (18-21)  
 Mark Sweet (18-21)

### BOARD OF APPEALS

Bret Anderson - Chair (16-19)  
 Jim Pugh (17-20)  
 Tom Collins (18-21)  
 Troy Ryan (17-20)  
 John Van Wie (16-19)  
 alt #1: Joe Gussel (18-21)

### BOARD OF REVIEW

Mayor Wojnicz - Chair  
 Ald. Terry Marshall  
 Ald. Brian Holzem  
 Dar Mor (19)  
 Brian Landers (19)  
 Alternate Member- vacant

### COMMUNITY DEV. AUTHORITY

Ben Borchert - Chairperson (18-22)  
 Ald. Jesse DeFosse  
 Ald. Mike Freel  
 Lisa Delmore (19)  
 Shaun Tofson (18-21)  
 Ted Theiler (19)  
 Joan Ragan (18-20)

### COUNCIL PRESIDENT

Brian Holzem

### DELLS-DELTON EMS COMM.

Mayor Wojnicz  
 Ald. Brian Holzem  
 Ald. Ben Anderson  
 Janene Clark- EMS Director

### DESIGN REVIEW COMMITTEE

Ald. DeFosse, Jesse - Chair  
 Ben Borchert (CDA Rep.)  
 Dan Gavinski (BID Rep.)  
 Jackie Morse (18-21)  
 Maria Roscholt (17-19)

### FINANCE COMMITTEE

Ald. Brian Holzem - Chair  
 Mayor Wojnicz  
 Ald. Mike Freel  
 Ald. Terry Marshall

### LEGISLATIVE COMMITTEE

Ald. Mike Freel - Chair  
 Mayor Wojnicz  
 Ald. Ben Anderson  
 Ald. Brian Holzem

### LIBRARY BOARD

Deedon, Glen (18-21)  
 Ald. Mike Freel  
 Sara Ketterer-School Rep. (18-21)  
 Kerri Ryan (17-20)  
 Dianne Effinger (17-20)  
 Bill Pettit-Lake Delton Rep. (18-21)  
 JoAnne Luke-Lake Delton Rep. (17-20)

### PARKING BOARD

Ald. Ben Anderson - Chair  
 Mayor Wojnicz  
 Ald. Mike Freel  
 Ald. Ed Fox  
 David Holzem-PW Director  
 Jody Ward-Police Chief  
 VACANT POSITION (14-19)  
 Keith Koehler (17-22)

### PARKS & RECREATION & WATERWAY COMMITTEE

Ald. Jesse DeFosse - Chair  
 Mike Warnke (16-19)  
 Tammy Mayer (16-19)  
 Becky Gussel (17-20)  
 Joe Eck (17-20)  
 Joey Van Dinter, LD Rep. (18-21)  
 Gordon Priegel, LD Rep. (18-21)

### PERSONNEL COMMITTEE

Mayor Wojnicz - Chair  
 Ald. Terry Marshall  
 Ald. Jesse DeFosse  
 Ald. Ed Fox

### PLAN COMMISSION

Mayor Wojnicz - Chair  
 Ald. Mike Freel  
 Pat Gavinski - Fire Chief  
 Dan Anchor (16-19)  
 Lisa Delmore (16-19)  
 Chris Lechnir (17-20)  
 Phil Helly (18-21)

### PUBLIC SAFETY COMMITTEE

Ald. Ed Fox - Chair  
 Mayor Wojnicz  
 Ald. Brian Holzem  
 Ald. Ben Anderson

### PUBLIC WORKS

Ald. Jesse DeFosse - Chair  
 Mayor Wojnicz  
 Ald. Terry Marshall  
 Ald. Brian Holzem

### SEWAGE COMMISSION

Mayor Wojnicz - Chair  
 Ald. Ben Anderson  
 Ald. Terry Marshall  
 Alt - DPW Director D. Holzem

### Ad hoc Tree City Advisory

Ald. DeFosse- Chair  
 Debbie Kinder  
 Shirley Tollaksen  
 Becky Gussel

# City of Wisconsin Dells

## Application for LODGING FACILITY LICENSE

ITEM 7

Date From May 1, 2018 to April 30, 2019 Fee \$ 950 Receipt No. 64025

Applicant Name: American World<sup>138</sup> Housing - Adam Makowski  
(\$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Address: 400 County Rd A

Telephone Number: 608-253-4451

Lodging Facility Address: 2020 Wisconsin Dells Parkway, Wis. Dells

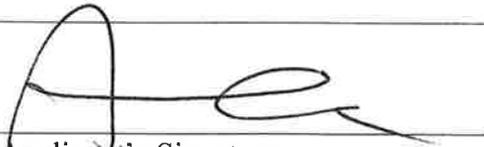
Number of Sleeping Units: 23

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 hr supervision by American Resort Staff +  
onsite RA provided by Noah's Ark.

  
Applicant's Signature

7/20/18  
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: \_\_\_\_\_

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

**Fire Inspection Report**

Page 1 of 1

	<b>Name:</b> American World B. P. Workforce Housing
<b>Date:</b> 4/9/2018	<b>Address:</b> 2020 Wisconsin Dells Parkway
<b>Inspector Name:</b>	Fire Inspector Jerry Wolfram
<b>Type of Inspection:</b>	Annual - Workforce Housing

Each discrepancy detailed herein is a violation of the Fire Code and shall be corrected by: 5/1/2018

Fire Code Reference	Discrepancy / Remarks
NFPA 1:13.6.9.3	<b>ANNUAL EXTINGUISHER MAINTENANCE</b> Fire extinguishers shall be subjected to maintenance at intervals of not more than 1 year. Each fire extinguisher shall have a tag or label attached that indicates the month and year the maintenance was performed and identifies the person performing the service. ***DUE NOW
NFPA 1:13.7.3	<b>MAINTENANCE OF FIRE ALARM SYSTEMS</b> The inspection, maintenance and testing for fire alarm systems shall be in accordance with NFPA 72. An annual inspection maintenance test shall be conducted by a qualified service professional. All equipment and devices shall be listed on a report. Records of the IMT shall be kept until the next annual IMT, and shall be provided to the fire inspector as requested. ***PROVIDE DOCUMENTATION OF THE ANNUAL IMT.

Inspector Signature



# City of Wisconsin Dells

## Application for LODGING FACILITY LICENSE

ITEM       

Date From May 1 18 to April 30, 2019 Fee \$ 750.00 Receipt No. 63877  
(\$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Name: MNEG Concessions LLC

Applicant Address: 725 Vine Street - PO Box 33

Telephone Number: 608-385-5230

Lodging Facility Address: 725 Vine Street

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: \_\_\_\_\_

Along with Zdravko, Frank Fedie takes care  
of any issues at housing. Frank's number  
is 608-385-6030

[Signature]  
Applicant's Signature

4-15-18  
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: \_\_\_\_\_

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

**Fire Inspection Report**

Page 1 of 1

	<b>Name:</b> Dells Jet Star Motel
<b>Date:</b> 4/25/2018	<b>Address:</b> 725 Vine ST
<b>Inspector Name:</b>	Fire Inspector Jerry Wolfram
<b>Type of Inspection:</b>	Workforce Housing
Each discrepancy detailed herein is a violation of the Fire Code and shall be corrected by: N/A	
<b>Fire Code Reference</b>	<b>Discrepancy / Remarks</b>
N V O	NO VIOLATIONS OBSERVED

Inspector Signature



# City of Wisconsin Dells

## Application for ITEM: \_\_\_\_\_ SEASONAL WORKFORCE HOUSING FACILITY LICENSE

New  Renewal

Date From 5/1/18 to April 30, 2018 Fee \$ 300.<sup>00</sup> Receipt No. 64340  
(\$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 - Ambers 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 (608)963-8044

Manner in which the facility will be supervised and maintained: On site residence manager lives on site 24/7. Living quarters & property will be required to be kept clean & well maintained

Brad Preissel  
Applicant's Signature

5/1/17  
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: \_\_\_\_\_

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

**Fire Inspection Report**

Page 1 of 1

	<b>Name:</b> Ambers Inn & Suites
<b>Date:</b> 4/30/2018	<b>Address:</b> 1113 Broadway ST
<b>Inspector Name:</b>	Fire Inspector Jerry Wolfram
<b>Type of Inspection:</b>	Annual and Workforce Housing
Each discrepancy detailed herein is a violation of the Fire Code and shall be corrected by: N/A	
<b>Fire Code Reference</b>	<b>Discrepancy / Remarks</b>
N V O	NO VIOLATIONS OBSERVED WORKFORCE HOUSING AREA IN BASEMENT OF 2-STORY MOTEL BUILDING WAS ALSO INSPECTED.

Inspector Signature



# City of Wisconsin Dells

## Application for LODGING FACILITY LICENSE

ITEM     

Date From 5/18 to April 30, 2019 Fee \$ 600.00 Receipt No. 64021 Jm  
(\$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Name: Riverview Boat Line

Applicant Address: 31 Broadway, Wise. Dells

Telephone Number: 608-254-8336

Lodging Facility Address: 2150 Wise. 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 : 608-432-8625  
OR Eric Helland (Riverview Gen. Mgr.) : 608-963-1630

Manner in which the facility will be supervised and maintained: All 12 units are being  
operated by Riverview Boat Line and they are responsible  
for supervising & maintenance.

Karen (Stearns) Acct.  
Applicant's Signature

4/19/18  
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: \_\_\_\_\_

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

**Fire Inspection Report**

Page 1 of 1

	<b>Name:</b> Riverview Housing
<b>Date:</b> 4/11/2018	<b>Address:</b> 2150 Wisconsin Dells Parkway HWY
<b>Inspector Name:</b>	Fire Inspector Jerry Wolfram
<b>Type of Inspection:</b>	Workforce Housing

Each discrepancy detailed herein is a violation of the Fire Code and shall be corrected by: 5/18/18

Fire Code Reference	Discrepancy / Remarks
NFPA 1:11.1.2	ELECTRICAL FIRE SAFETY All electrical appliances, fixtures, equipment, and wiring shall be installed and maintained in accordance with NFPA 70, National Electrical Code. ***EXTERIOR REAR OF BUILDING NEAR ELECTRIC METER. LOOSE NON-COMPLIANT WIRING. (JOE WILL REPAIR/REPLACE/REMOVE) OTHER IMPROVEMENTS ARE ALSO BEING MADE

Inspector Signature



# City of Wisconsin Dells

## Application for LODGING FACILITY LICENSE

ITEM     

Date From May 1, 2018 to April 30, 2019 Fee \$ 1250 Receipt No. 64049  
(\$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-neighborhood  
(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 Mr. Varvara with check-in/check-out and ensuring that all tenants respect property rules and local laws. This includes addressing noise, garbage, and maintenance/management issues immediately. Smart Staff 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 Smart Staff LLC already installed surveillance cameras on the property and replaced beds/purchased additional bunk beds as necessary.

  
\_\_\_\_\_  
Applicant's Signature

03/12/2018  
\_\_\_\_\_  
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: \_\_\_\_\_

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

**Fire Inspection Report**

Page 1 of 1

	<b>Name:</b> Rainbow Summer Housing
<b>Date:</b> 4/25/2018	<b>Address:</b> 612 Vine ST
<b>Inspector Name:</b>	Fire Inspector Jerry Wolfram
<b>Type of Inspection:</b>	Workforce Housing
Each discrepancy detailed herein is a violation of the Fire Code and shall be corrected by: N/A	
<b>Fire Code Reference</b>	<b>Discrepancy / Remarks</b>
N V O	NO VIOLATIONS OBSERVED
	NOT COMPLETELY OPEN YET. WILL RETURN LATER IN THE SEASON.

Inspector Signature



# City of Wisconsin Dells

## Application for LODGING FACILITY LICENSE

ITEM     

Date From May 1, 2018 to April 30, 2019 Fee \$ 700 Receipt No. 64049  
(\$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: 14

Zoning Classification: C - 1 Commercial neighborhood  
(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 Mr. Varvara with check-in/check-out and ensuring that all tenants respect property rules and local laws. This includes addressing noise, garbage, and maintenance/management issues immediately. Smart Staff will rent the 5 units and 1 house to J1 students  
Mr Varvara has experience working with J1 students in Wisconsin Dells , Ocean City MD, Virginia Beach VA, Tennessee .

  
Applicant's Signature

05/16/2017  
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 LODGING FACILITY LICENSE

ITEM   J  

Date From May 1, 2018 to April 30, 2019 Fee \$ 300.00 Receipt No. 64094  
((\$50 each for first 15 sleeping units; \$25 each add'l))

Applicant Name: Woodside

Applicant Address: 1114 Broadway

Telephone Number: 608 678 3380 608 <sup>Ken</sup> 209 3759

Lodging Facility Address: Same

Number of Sleeping Units: 6

Zoning Classification: C 2

(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

4-26-18  
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: \_\_\_\_\_

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

**Fire Inspection Report**

Page 1 of 1

	<b>Name:</b> Woodside Hotel & Suites
<b>Date:</b> 4/26/2018	<b>Address:</b> 1114 Broadway
<b>Inspector Name:</b>	Fire Inspector Jerry Wolfram
<b>Type of Inspection:</b>	Annual & Workforce Housing
Each discrepancy detailed herein is a violation of the Fire Code and shall be corrected by: N/A	
<b>Fire Code Reference</b>	<b>Discrepancy / Remarks</b>
N V O	NO VIOLATIONS OBSERVED WORKFORCE HOUSING AREA IN BASEMENT OF BLDG. 2 WAS ALSO INSPECTED.

Inspector Signature





# City of Wisconsin Dells

## Application for LODGING FACILITY LICENSE

ITEM \_\_\_\_\_

Date From 5/1/18 to April 30, 20 19 Fee \$ 700<sup>00</sup> Receipt No. 64157  
(\$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Name: WORLD TRAVELER HOUSING RENTALS LLC

Applicant Address: 726 VINE ST

Telephone Number: 608 432 2484

Lodging Facility Address: 726 VINE ST

Number of Sleeping Units: 14

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

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

Manner in which the facility will be supervised and maintained: FACILITY WILL  
CONTINUE TO BE SUPERVISED + MAINTAINED AS  
IN THE PAST TO PROVIDE SAFE HOUSING AND  
BE AN ASSET TO THE COMMUNITY

  
Applicant's Signature

4/30/18  
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: \_\_\_\_\_

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

**Inspection Report**

Page 1 of 1

	<b>Name:</b> World Traveler LLC
<b>Date:</b> 4/25/2018	<b>Address:</b> 726 Vine ST
<b>Inspector Name:</b>	Fire Inspector Jerry Wolfram
<b>Type of Inspection:</b>	Workforce Housing
Each discrepancy detailed herein is a violation of the Fire Code and shall be corrected by: N/A	
<b>Fire Code Reference</b>	<b>Discrepancy / Remarks</b>
N V O	NO VIOLATIONS OBSERVED FIRE EXTINGUISHER ANNUAL MAINTENANCE IS DUE PRIOR TO JUNE 1ST.

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, that based upon the recommendation of the Finance Committee from their May 21, 2018 meeting,

IT APPROVES the amended 2018 Schedule of Fees to include a permit fee for backyard chickens and to clarify the fee range for sidewalk use is to be determined the business improvement district zone.

\_\_\_\_\_  
Edward E. Wojnicz, Mayor

Attest: \_\_\_\_\_  
Nancy R. Holzem, City Clerk

Vote: \_\_\_\_ ayes, \_\_\_\_ nays \_\_\_\_ abs.  
Date Introduced: May 21, 2018  
Date Passed:  
Date Published:

**~ CITY OF WISCONSIN DELLS ~  
2018 SCHEDULE OF FEES**

<b>Type</b>	<b>Current FEE</b>		<b>Code Section</b>	<b>Year Revised</b>
Adult Oriented Establishment	1000.00	Annually	16.18(5)(a)	2002
Alarm Monitor at Police Dept	125.00	Annually	9.05(7)	2010
Annexation Review Fee	100.00			2016
Awning & Canopies Inspections	60.00	Every 2 years	22.26(6)	2010
<b>Backyard Chickens Permit</b>			<b>16.025</b>	<b>New</b>
Board of Appeals	300.00	Plus Public Hearing Fee	19.221	2010
Boat Dock Rental Fee	413.75	Annually-primary city residents	3% increase even years	2018
(plus tax)	595.86	Annually-school district residents	3% even years	2018
	978.81	Annually-all others	3% even years	2018
Boat Launch Fee (Daily)	8.00		8.03(4)(a)	2010
Boat Launch Fee (Annual)	50.00			2010
Building Inspection Fees (Commercial)	75.00	Roof Re-Shingle Electric Service Upgrade Required by code violations	14.04(7)	2010
Building Inspection Fees (Residential)	50.00	Roof Re-Shingle Electric Service Upgrade Required by code violations	14.04(7)	2010
Building Permits (Residential)	45.00	First \$1000 of cost or less; \$20 each add'l \$1000	14.04(7)	2008
	2500.00	Maximum fee		2008
Building Permits (Commercial)	45.00	First \$1000 of cost or less	14.04(7)	2008
	25.00	Each add'l \$1000 to \$500,000		2008
	50.00	Each add'l \$100,000 thereafter		2009
	25,000	Maximum fee		2009
Building Permits (REU fee)	1920.00	Per REU		2014
Building Footings & Foundation Fee (Commercial)	125.00			2008
Busking Permit	100.00	Per performer/per season	16.10	2014
Cemetery:				
Lot	600.00	Per lot		2017
Grave Opening	400.00	Monday-Friday		2008
Cremation Opening	250.00	Monday-Friday		2017
Columbarium Single Unit	800.00	Units include name/date plate and opening & closing costs.		2016
Columbarium Double Unit	1300.00			2016
After hours/weekend add'l fee	75.00	Per hour		2015
Deed Transfer	20.00	Per Transfer		2016
Certified Survey Map Fee	130.00	Per Certified Survey Map		2016
Cigarette License	100.00	Annually (highest fee allowed)	16.15(2)	State Stat.
Circus, Carnival, Theatrical Permit	100.00	Per day or \$1500 per month	16.07(3)	2010
Community Center Room Rental:				

Sidewalk Use Fee	2.50-5.00 sf	Fee depends on location		2014
Sign Permit Fee:			22.03	
Blade Signs	15.00	Per sign face		2011
Directional Signs	50.00	Per sign face		2011
Signs in Industrial Park	50.00	Per sign face		2011
Legacy Sign Designation	125.00	Per sign face	22.09(4)	2017
All Other Signs	125.00	Per sign face		2010
Inspection Fee	15.00	Per sign face	22.08	2010
Site Plan Review	300.00	Plus Public Hearing Fee	19.391	2010
Snow Removal-Sidewalks	105.00	Per hour (1 hr min. charge)	5.04(4)(b)	2010
Special Assessment Letter	60.00	Per Parcel		2009
Special Events/Parade Permit	160.00		24.11	2010
Special Meeting Fee	Actual Cost	For requested special meetings approved by the chairperson.		2018
Subdivision Fee (1-39 sites):				
Preliminary Plat	130.00	Double fee for 40+ sites	21.10(2)	2010
Improvement Review	65.00	Double fee for 40+ sites		2010
Inspection	65.00	Double fee for 40+ sites		2010
Final Plat	130.00	Double fee for 40+ sites		2010
Engineer Inspection	Cost	\$60 minimum		
Tavern Operator (Bartender/Server) set 2-year licensing period:				
Regular	60.00	Reduced to \$30 if issued during final 6 months of the 24 month licensing period.	16.12(5)(a)	2009
Temporary	10.00	1 per year, not to exceed 14 days.	16.12(5)(c)	2008
Tax Bills for Mortgage Co.	2.00	Per parcel		2013
Taxicab Service License:	150.00	Annually	16.21(5)	2014
First Vehicle	50.00	Annually	16.21(5)	2011
Each Additional Vehicle	25.00	Annually	16.21(5)	2010
Taxicab Driver's License	30.00	Annually	16.21(5)	2011
Timeshare Unit Fee	1000.00	Per room annually		2007
Vacate of Public Way	300.00	Plus Public Hearing Fee	ss. 66.1003	2010
Variance	300.00	Plus Public Hearing Fee	19.491	2010
Well Permit	300.00	Annually	7.08(2)	2010
WoZhaWa Vendor Permit	750.00	Annually	16.22	2007

CITY OF WISCONSIN DELLS  
RESOLUTION NO. \_\_\_\_\_

ITEM 9

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the Public Works Committee from their May 14, 2018 meeting, and the Finance Committee from their May 21, 2018 meeting;

IT APPROVES the Right-of-Way and Pole Attachment Agreements with Verizon Wireless, LLC Agreement for pole attachments at three locations, with an annual lease payment of \$2000 per each location.

\_\_\_\_\_  
Edward E. Wojnicz, Mayor

\_\_\_\_\_  
Nancy R. Holzem, City Clerk

Vote: \_\_\_\_\_ ayes; \_\_\_\_\_ nays  
Date Introduced: May 21, 2018  
Date Passed:  
Date Published:

**Specific Site  
Right-of-Way  
Pole Attachment Agreement  
(Wis Dells & Verizon)**

Site # SC02 (1 of 3)  
Location: 31 Broadway

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. a. This is one of three site specific agreements between the City and Verizon. This agreement covers the following location: \_\_\_\_\_
  - b. Verizon's use of the Rights-of-Way will be to install, maintain, operate, repair, modify, replace, and/or remove from time to time certain communications facilities ("Facilities") which are used for the purpose of providing communications services. Facilities may include antennas, radios, wireless microwave and other backhaul equipment, fiber optic cables, conduit, ducts, control boxes, vaults, poles, cables, power sources, and/or other equipment, structures, appurtenances, and improvements.
2. Verizon's use of the Rights-of-Way will be consistent with the City's rights-of-way management regulations and all applicable local, state and federal laws and regulations.
3. Verizon shall pay a fee for pre-installation review and evaluation in the amount of \$500.00 for each City pole to which Verizon attaches Facilities; which fee may be increased for installations requiring extensive third party review. The City shall not charge a review fee in excess of \$2,500.00 without first notifying Verizon and obtaining Verizon's written approval.
4. In addition, Verizon shall pay to the City an annual fee in the amount of \$2,000.00 for this City pole site to which Verizon attaches Facilities and any associated fiber or other Facilities. Verizon's obligation to pay this annual fee will commence on the first day of the month following the date of installation and the initial payment thereof will be made payable to the City within thirty (30) days after installation. Each subsequent payment will be made upon each anniversary of the installation date after receipt of an invoice therefor from the City, until such time that the applicable Facilities are removed in accordance with this Agreement or this Agreement is otherwise terminated as further provided herein. Annual fees shall be made payable in the form of a money transfer or check to the City. All annual fees paid prior to the expiration or earlier termination of this Agreement or removal of the applicable

Facilities by Verizon shall be retained by the City. Other than as required pursuant to Paragraph 6 hereof, Verizon shall not be obligated to pay any other annual or recurring fees.

5. Left Blank
6. Verizon will obtain any other permits and pay any other fees applicable to Verizon's use of the Rights-of-Way only as required under the City's rights-of-way management regulations and/or any other applicable local, state or federal regulation, including, without limitation, those designed to protect structures in the Rights-of-Way, to ensure the proper restoration of the Rights-of-Way and any structures located therein, to provide for protection and the continuity of pedestrian and vehicular traffic, and otherwise to protect the safety of the public's utilization of the Rights-of-Way.
7. In accordance with the City's regulations, Verizon will submit to the City design drawings and specifications of the Facilities and their proposed locations within the Rights-of-Way (whether installed subsurface and/or attached to poles or other structures owned by the City, Verizon, or a third party).
8. Verizon may remove one or more Facilities from time to time during the term, in which event Verizon shall provide advance notice thereof to the City and Verizon shall have no further obligations or liability (including for the payment of any applicable recurring fees) in connection therewith.
9. If Verizon ceases use of a City pole on which it installed Facilities, it shall remove such Facilities at its own expense.
10. Facilities shall not physically interfere with or cause harmful interference to the City's existing radio facilities located on City poles. The City shall not physically interfere with or cause harmful interference to Facilities installed by Verizon. Verizon shall coordinate with the City on any maintenance of City poles so as not to obstruct or impede the City's performance of such maintenance. Verizon shall provide the City with a telephone number that the City can contact to request Verizon's coordination pursuant to this paragraph.
11. The term of this Agreement shall be for ten (10) years commencing on the date hereof, and shall automatically renew for four (4) additional five (5) year periods thereafter, unless Verizon notifies the City of its intent not to renew at least ninety (90) days prior to the end of the then current term. Notwithstanding the foregoing, either party may terminate this Agreement in the event a party materially breaches a provision herein and the breach is not cured within sixty (60) days after receipt of written notice thereof from the non-breaching party. If the nature of the breach reasonably requires more than sixty (60) days to cure, the breaching party will not be in default hereunder if such party promptly commences such cure and is diligently pursuing the same.
12. Notwithstanding anything contained in this Agreement to the contrary, Verizon shall not be required to obtain any permit, pay any fee or be subject to any requirement or condition that does not generally apply to all other occupants of the Rights-of-Way.
13. Verizon shall indemnify, defend, and hold harmless, the City and its elected officials, employees, officers, and directors ("Indemnitees"), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal

or bodily injury, death, and property damage, made upon or incurred by the City and arising out of a third-party claim to the extent that such third-party claim is caused by any negligent acts or omissions of Verizon while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting or arising from the negligence of the City or an Indemnitee. The City shall give prompt written notice to Verizon of any claim for which the City seeks indemnification. Verizon shall have the right to investigate, defend, and compromise these claims with prompt notice to the City's attorney.

14. Neither party shall be liable for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption or loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.
15. Verizon shall obtain and maintain in full force and effect for the duration of this Agreement Commercial General Liability insurance and Commercial Automobile Liability insurance covering Verizon against any and all claims, injury or damage to persons or property, both real and personal, caused by the construction, erection, operation, or maintenance of the Facilities, in an amount not less than One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage, and in an amount not less than Two Million Dollars (\$2,000,000) annual aggregate for each personal injury liability; statutory workers' compensation and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000). The insurance policies shall name the City, its officers, officials, employees, and elected representatives as additional insureds, with the exception of the workers' compensation policy. VERIZON shall furnish copies of the required certificate of insurance to the City. VERIZON will provide the City with thirty (30) days' prior written notice of cancellation.
16. Verizon shall provide, and update, the name and contact information of a person or entity, located within 60 miles of the City responsible for emergency repair or maintenance of the Facilities. In the event of an emergency, Verizon may contact Sean Collins, Project Manager, Faith Technologies, Inc., at (913) 541-4789 (Office) of (913) 231-0841 (Mobile).
17. Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail in the continental United States, postage prepaid. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

If to City:

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

If to Verizon:

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

With a copy to:

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

With a copy to:

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

18. Verizon understands and acknowledges that the City may require Verizon to remove or relocate its Facilities or any portion thereof from the Right-of-Way, and Verizon shall, at the City's direction, remove or relocate the same at Verizon's sole cost and expense, whenever the City reasonably determines, in its sole discretion, that the relocation or removal is required consistent with the public interest. In any such case, the City shall use reasonable efforts to afford Verizon a reasonably equivalent alternate location, if available. If Verizon fails to remove or relocate the Facilities or portion thereof as requested by the City, within 90 days of Verizon's receipt of the request, then the City shall be entitled to remove the Facility, Verizon Pole, or portion thereof at Verizon's sole cost and expense, without further notice to Verizon, and Verizon shall, within 30 days following issuance of invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Facilities, or portion thereof.

19. The provisions of this Agreement shall be construed under, and in accordance with, the laws of the State of Wisconsin, without regard to its conflict-of-laws principles, and all obligations of the parties created hereunder shall be performed in the County in which the City is located. Therefore, in the event any court action is brought directly or indirectly by reason of this letter, the courts of such County shall have jurisdiction over the dispute and venue shall be in such County.

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

CITY OF WISCONSIN DELLS

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

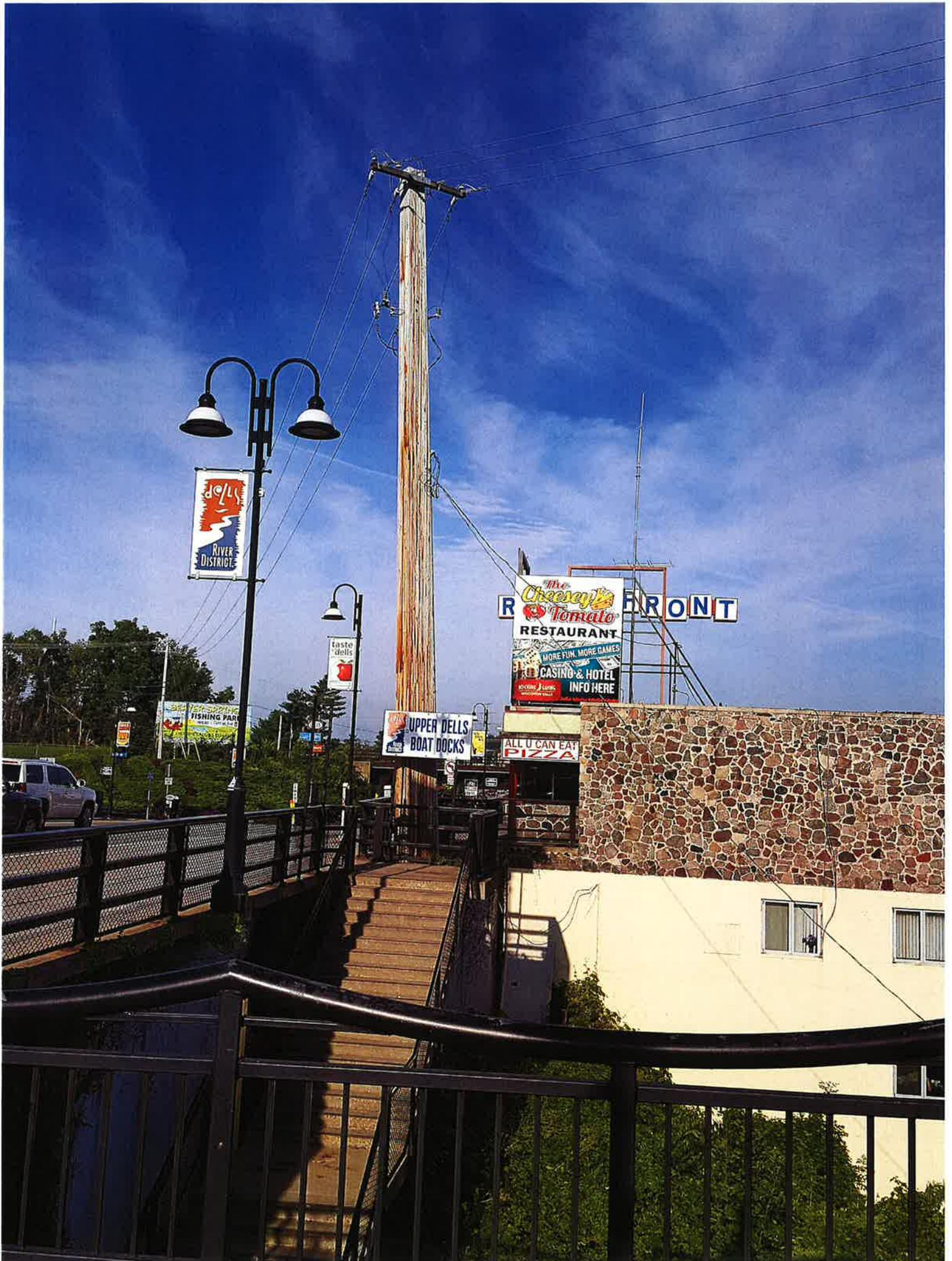
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RIVER DISTRICT

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UPPER DELLS FISHING PARK

UPPER DELLS BOAT DOCKS

RIVER FRONT  
The Cheesey Tomato RESTAURANT  
MORE FUN. MORE GAMES  
CASINO & HOTEL  
INFO HERE

ALL U CAN EAT PIZZA

**Specific Site  
Right-of-Way  
Pole Attachment Agreement  
(Wis Dells & Verizon)**

Site # SC03 (2 of 3)  
Location: Oak Street

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. a. This is two of three site specific agreements between the City and Verizon. This agreement covers the following location: \_\_\_\_\_  
b. Verizon's use of the Rights-of-Way will be to install, maintain, operate, repair, modify, replace, and/or remove from time to time certain communications facilities ("Facilities") which are used for the purpose of providing communications services. Facilities may include antennas, radios, wireless microwave and other backhaul equipment, fiber optic cables, conduit, ducts, control boxes, vaults, poles, cables, power sources, and/or other equipment, structures, appurtenances, and improvements.
2. Verizon's use of the Rights-of-Way will be consistent with the City's rights-of-way management regulations and all applicable local, state and federal laws and regulations.
3. Verizon shall pay a fee for pre-installation review and evaluation in the amount of \$500.00 for each City pole to which Verizon attaches Facilities; which fee may be increased for installations requiring extensive third party review. The City shall not charge a review fee in excess of \$2,500.00 without first notifying Verizon and obtaining Verizon's written approval.
4. In addition, Verizon shall pay to the City an annual fee in the amount of \$2,000.00 for this City pole site to which Verizon attaches Facilities and any associated fiber or other Facilities. Verizon's obligation to pay this annual fee will commence on the first day of the month following the date of installation and the initial payment thereof will be made payable to the City within thirty (30) days after installation. Each subsequent payment will be made upon each anniversary of the installation date after receipt of an invoice therefor from the City, until such time that the applicable Facilities are removed in accordance with this Agreement or this Agreement is otherwise terminated as further provided herein. Annual fees shall be made payable in the form of a money transfer or check to the City. All annual fees paid prior to the expiration or earlier termination of this Agreement or removal of the applicable

Facilities by Verizon shall be retained by the City. Other than as required pursuant to Paragraph 6 hereof, Verizon shall not be obligated to pay any other annual or recurring fees.

5. Left Blank
6. Verizon will obtain any other permits and pay any other fees applicable to Verizon's use of the Rights-of-Way only as required under the City's rights-of-way management regulations and/or any other applicable local, state or federal regulation, including, without limitation, those designed to protect structures in the Rights-of-Way, to ensure the proper restoration of the Rights-of-Way and any structures located therein, to provide for protection and the continuity of pedestrian and vehicular traffic, and otherwise to protect the safety of the public's utilization of the Rights-of-Way.
7. In accordance with the City's regulations, Verizon will submit to the City design drawings and specifications of the Facilities and their proposed locations within the Rights-of-Way (whether installed subsurface and/or attached to poles or other structures owned by the City, Verizon, or a third party).
8. Verizon may remove one or more Facilities from time to time during the term, in which event Verizon shall provide advance notice thereof to the City and Verizon shall have no further obligations or liability (including for the payment of any applicable recurring fees) in connection therewith.
9. If Verizon ceases use of a City pole on which it installed Facilities, it shall remove such Facilities at its own expense.
10. Facilities shall not physically interfere with or cause harmful interference to the City's existing radio facilities located on City poles. The City shall not physically interfere with or cause harmful interference to Facilities installed by Verizon. Verizon shall coordinate with the City on any maintenance of City poles so as not to obstruct or impede the City's performance of such maintenance. Verizon shall provide the City with a telephone number that the City can contact to request Verizon's coordination pursuant to this paragraph.
11. The term of this Agreement shall be for ten (10) years commencing on the date hereof, and shall automatically renew for four (4) additional five (5) year periods thereafter, unless Verizon notifies the City of its intent not to renew at least ninety (90) days prior to the end of the then current term. Notwithstanding the foregoing, either party may terminate this Agreement in the event a party materially breaches a provision herein and the breach is not cured within sixty (60) days after receipt of written notice thereof from the non-breaching party. If the nature of the breach reasonably requires more than sixty (60) days to cure, the breaching party will not be in default hereunder if such party promptly commences such cure and is diligently pursuing the same.
12. Notwithstanding anything contained in this Agreement to the contrary, Verizon shall not be required to obtain any permit, pay any fee or be subject to any requirement or condition that does not generally apply to all other occupants of the Rights-of-Way.
13. Verizon shall indemnify, defend, and hold harmless, the City and its elected officials, employees, officers, and directors ("Indemnitees"), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal

or bodily injury, death, and property damage, made upon or incurred by the City and arising out of a third-party claim to the extent that such third-party claim is caused by any negligent acts or omissions of Verizon while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting or arising from the negligence of the City or an Indemnitee. The City shall give prompt written notice to Verizon of any claim for which the City seeks indemnification. Verizon shall have the right to investigate, defend, and compromise these claims with prompt notice to the City's attorney.

14. Neither party shall be liable for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption or loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.
15. Verizon shall obtain and maintain in full force and effect for the duration of this Agreement Commercial General Liability insurance and Commercial Automobile Liability insurance covering Verizon against any and all claims, injury or damage to persons or property, both real and personal, caused by the construction, erection, operation, or maintenance of the Facilities, in an amount not less than One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage, and in an amount not less than Two Million Dollars (\$2,000,000) annual aggregate for each personal injury liability; statutory workers' compensation and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000). The insurance policies shall name the City, its officers, officials, employees, and elected representatives as additional insureds, with the exception of the workers' compensation policy. VERIZON shall furnish copies of the required certificate of insurance to the City. VERIZON will provide the City with thirty (30) days' prior written notice of cancellation.
16. Verizon shall provide, and update, the name and contact information of a person or entity, located within 60 miles of the City responsible for emergency repair or maintenance of the Facilities. In the event of an emergency, Verizon may contact Sean Collins, Project Manager, Faith Technologies, Inc., at (913) 541-4789 (Office) of (913) 231-0841(Mobile).
17. Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail in the continental United States, postage prepaid. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

If to City:

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

With a copy to:

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

If to Verizon:

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

With a copy to:

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

18. Verizon understands and acknowledges that the City may require Verizon to remove or relocate its Facilities or any portion thereof from the Right-of-Way, and Verizon shall, at the City's direction, remove or relocate the same at Verizon's sole cost and expense, whenever the City reasonably determines, in its sole discretion, that the relocation or removal is required consistent with the public interest. In any such case, the City shall use reasonable efforts to afford Verizon a reasonably equivalent alternate location, if available. If Verizon fails to remove or relocate the Facilities or portion thereof as requested by the City, within 90 days of Verizon's receipt of the request, then the City shall be entitled to remove the Facility, Verizon Pole, or portion thereof at Verizon's sole cost and expense, without further notice to Verizon, and Verizon shall, within 30 days following issuance of invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Facilities, or portion thereof.

19. The provisions of this Agreement shall be construed under, and in accordance with, the laws of the State of Wisconsin, without regard to its conflict-of-laws principles, and all obligations of the parties created hereunder shall be performed in the County in which the City is located. Therefore, in the event any court action is brought directly or indirectly by reason of this letter, the courts of such County shall have jurisdiction over the dispute and venue shall be in such County.

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

CITY OF WISCONSIN DELLS

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

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Title

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Title

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**Specific Site  
Right-of-Way  
Pole Attachment Agreement  
(Wis Dells & Verizon)**

Site # SC04 (3 of 3)  
Location: 500 Broadway

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. a. This is three of three site specific agreements between the City and Verizon. This agreement covers the following location: \_\_\_\_\_.
- b. Verizon's use of the Rights-of-Way will be to install, maintain, operate, repair, modify, replace, and/or remove from time to time certain communications facilities ("Facilities") which are used for the purpose of providing communications services. Facilities may include antennas, radios, wireless microwave and other backhaul equipment, fiber optic cables, conduit, ducts, control boxes, vaults, poles, cables, power sources, and/or other equipment, structures, appurtenances, and improvements.
2. Verizon's use of the Rights-of-Way will be consistent with the City's rights-of-way management regulations and all applicable local, state and federal laws and regulations.
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Facilities by Verizon shall be retained by the City. Other than as required pursuant to Paragraph 6 hereof, Verizon shall not be obligated to pay any other annual or recurring fees.

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6. Verizon will obtain any other permits and pay any other fees applicable to Verizon's use of the Rights-of-Way only as required under the City's rights-of-way management regulations and/or any other applicable local, state or federal regulation, including, without limitation, those designed to protect structures in the Rights-of-Way, to ensure the proper restoration of the Rights-of-Way and any structures located therein, to provide for protection and the continuity of pedestrian and vehicular traffic, and otherwise to protect the safety of the public's utilization of the Rights-of-Way.
7. In accordance with the City's regulations, Verizon will submit to the City design drawings and specifications of the Facilities and their proposed locations within the Rights-of-Way (whether installed subsurface and/or attached to poles or other structures owned by the City, Verizon, or a third party).
8. Verizon may remove one or more Facilities from time to time during the term, in which event Verizon shall provide advance notice thereof to the City and Verizon shall have no further obligations or liability (including for the payment of any applicable recurring fees) in connection therewith.
9. If Verizon ceases use of a City pole on which it installed Facilities, it shall remove such Facilities at its own expense.
10. Facilities shall not physically interfere with or cause harmful interference to the City's existing radio facilities located on City poles. The City shall not physically interfere with or cause harmful interference to Facilities installed by Verizon. Verizon shall coordinate with the City on any maintenance of City poles so as not to obstruct or impede the City's performance of such maintenance. Verizon shall provide the City with a telephone number that the City can contact to request Verizon's coordination pursuant to this paragraph.
11. The term of this Agreement shall be for ten (10) years commencing on the date hereof, and shall automatically renew for four (4) additional five (5) year periods thereafter, unless Verizon notifies the City of its intent not to renew at least ninety (90) days prior to the end of the then current term. Notwithstanding the foregoing, either party may terminate this Agreement in the event a party materially breaches a provision herein and the breach is not cured within sixty (60) days after receipt of written notice thereof from the non-breaching party. If the nature of the breach reasonably requires more than sixty (60) days to cure, the breaching party will not be in default hereunder if such party promptly commences such cure and is diligently pursuing the same.
12. Notwithstanding anything contained in this Agreement to the contrary, Verizon shall not be required to obtain any permit, pay any fee or be subject to any requirement or condition that does not generally apply to all other occupants of the Rights-of-Way.
13. Verizon shall indemnify, defend, and hold harmless, the City and its elected officials, employees, officers, and directors ("Indemnitees"), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal

or bodily injury, death, and property damage, made upon or incurred by the City and arising out of a third-party claim to the extent that such third-party claim is caused by any negligent acts or omissions of Verizon while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting or arising from the negligence of the City or an Indemnitee. The City shall give prompt written notice to Verizon of any claim for which the City seeks indemnification. Verizon shall have the right to investigate, defend, and compromise these claims with prompt notice to the City's attorney.

14. Neither party shall be liable for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption or loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.
15. Verizon shall obtain and maintain in full force and effect for the duration of this Agreement Commercial General Liability insurance and Commercial Automobile Liability insurance covering Verizon against any and all claims, injury or damage to persons or property, both real and personal, caused by the construction, erection, operation, or maintenance of the Facilities, in an amount not less than One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage, and in an amount not less than Two Million Dollars (\$2,000,000) annual aggregate for each personal injury liability; statutory workers' compensation and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000). The insurance policies shall name the City, its officers, officials, employees, and elected representatives as additional insureds, with the exception of the workers' compensation policy. VERIZON shall furnish copies of the required certificate of insurance to the City. VERIZON will provide the City with thirty (30) days' prior written notice of cancellation.
16. Verizon shall provide, and update, the name and contact information of a person or entity, located within 60 miles of the City responsible for emergency repair or maintenance of the Facilities. In the event of an emergency, Verizon may contact Sean Collins, Project Manager, Faith Technologies, Inc., at (913) 541-4789 (Office) of (913) 231-0841 (Mobile).
17. Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail in the continental United States, postage prepaid. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

If to City:

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

With a copy to:

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

If to Verizon:

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

With a copy to:

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

18. Verizon understands and acknowledges that the City may require Verizon to remove or relocate its Facilities or any portion thereof from the Right-of-Way, and Verizon shall, at the City's direction, remove or relocate the same at Verizon's sole cost and expense, whenever the City reasonably determines, in its sole discretion, that the relocation or removal is required consistent with the public interest. In any such case, the City shall use reasonable efforts to afford Verizon a reasonably equivalent alternate location, if available. If Verizon fails to remove or relocate the Facilities or portion thereof as requested by the City, within 90 days of Verizon's receipt of the request, then the City shall be entitled to remove the Facility, Verizon Pole, or portion thereof at Verizon's sole cost and expense, without further notice to Verizon, and Verizon shall, within 30 days following issuance of invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Facilities, or portion thereof.

19. The provisions of this Agreement shall be construed under, and in accordance with, the laws of the State of Wisconsin, without regard to its conflict-of-laws principles, and all obligations of the parties created hereunder shall be performed in the County in which the City is located. Therefore, in the event any court action is brought directly or indirectly by reason of this letter, the courts of such County shall have jurisdiction over the dispute and venue shall be in such County.

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

CITY OF WISCONSIN DELLS

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**CITY OF WISCONSIN DELLS**  
**RESOLUTION NO. \_\_\_\_\_**

**ITEM 10**

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the Finance Committee from their May 21, 2018 meeting;

IT APPROVES the Affordable Housing Development Agreement with Mirus Wisconsin Dells II, LLC for an affording housing development at 920 Race Street.

\_\_\_\_\_  
Edward E. Wojnicz, Mayor

\_\_\_\_\_  
Nancy R. Holzem, City Clerk

Vote: \_\_\_\_\_ ayes; \_\_\_\_\_ nays  
Date Introduced: May 21, 2018  
Date Passed:  
Date Published:

**920 Race Street  
Affordable Housing  
Development Agreement**

**(City of Wisconsin Dells –Mirus Wisconsin Dells II, LLC)**

This Agreement is by and between the City of Wisconsin (the “City”) and Mirus Wisconsin Dells II, LLC (the “Owner”).

**RECITALS**

- A. The City is a municipal corporation organized under the laws of the State of Wisconsin with its principal place of business located at:
- 300 La Crosse Street  
Wisconsin Dells, Wisconsin 53965
- B. Owner is a Wisconsin limited liability company organized under Wis. Stat. Chap. 183 with its principal place of business located at:
- 7447 University Avenue, Suite 210  
Middleton, WI 53562
- C. The property which is the subject matter of this Agreement is located at 920 Race Street, Wisconsin Dells, Wisconsin 53965; and, legally described as follows (the “Property”):
- See Exhibit A**
- D. The Property is located in Tax Incremental District #3 (“TID 3”) created by the City pursuant to Wis. Stat. § 66.1105 and Common Council Resolution No.3204, dated May 17, 2018. The Common Council of the City then adopted City of Wisconsin Dells Amendment to Tax Incremental Finance District #3 Mixed-Use District Project Plan, dated July 31, 2006 (the “Project Plan”).

- E. Owner proposes to obtain the Property and to construct and develop a 60-unit housing project, of which 48 units will be income restricted for qualified residents, with related amenities and appurtenances (the “Project”).
- F. Owner intends to apply for Low Income Housing Tax Credits in the approximate annual amount of \$780,000.00 from Wisconsin Housing and Economic Development Authority (“WHEDA”).
- G. Owner requires additional public financial support for the Project in the form of tax incremental financing which the City is prepared to provide pursuant to this Agreement.

### AGREEMENT

- 1. Representations of the City.
  - A. Execution of this Agreement has been duly authorized.
  - B. There are no actions, suits or other legal proceedings pending or threatened that would prevent, hinder or limit the City’s ability to perform its obligations under this Agreement.
  - C. There are no park or developer or other fees that Owner will be required to pay related to this project; except, REU Fee of \$1,920/unit (\$115,200.00), payable at the time of connection, Building Permit Fees of \$ \_\_\_\_\_, payable at the time of application, and such other usual & customary municipal fees, including Municipal Electric Utility installation and hook-up fees, in accordance with the City of Wisconsin Dells Schedule of Fees.
  - D. The City’s contribution and conveyance of the Property to Owner pursuant to this Agreement will assist the redevelopment of areas in which the City

and its Community Development Authority are authorized to act. The contribution and conveyance of the Property to Owner, for less than the City's costs of acquiring the Property, is an approved project cost pursuant to the Project Plan and Wis. Stat. 66.1105(2)(f).

2. Representations of Owner.

- A. Owner is a limited liability company, organized under the laws of the state of Wisconsin and validly existing.
- B. This Agreement and all other documents required to be executed and delivered by Owner have been and will be duly and validly authorized, executed and delivered by Owner and enforceable against them, as applicable, in accordance with their terms.
- C. The execution and delivery of this Agreement and the completion of the transactions contemplated in this Agreement and the execution and delivery of documents required to be executed, delivered and acknowledged by Owner will not violate any provisions of the Articles of Organization and Operating Agreement of Owner, or any other contract agreement, court order or decree to which Owner may be subject.

3. Obligations of the City.

- A. City shall reasonably cooperate with Owner in Owner's efforts to obtain Low Income Housing Tax Credits from WHEDA and an Affordable Housing Program Grant from the Federal Home Loan Bank, including but not limited to, at the request of Owner providing letters detailing the

Property contribution described herein, which letters Owner may include in Owner's financing applications.

- B. Assume that certain Offer to Purchase, as defined below, from Owner to purchase the Property.
- C. The City shall acquire the Property, pursuant to the Offer to Purchase, for a purchase price of \$450,000.00. The City shall then immediately donate and convey the Property to Owner for a purchase price of \$1.00. The Closing on the Property shall occur within ten (10) business notice from Owner to the City, but no later than December 31, 2019 (the "Closing Date").
- D. Approve the establishment of a legal lot encompassing the 4.82+/- acre Property pursuant to a certified survey map acceptable to Owner and the Seller (defined below) and, if necessary, re-zone the Property consistent with the intended purpose and scope of the Project, and approve the Project as provided by applicable City ordinance, including zoning and land use.

4. Obligations of Owner.

- A. Owner shall assign that certain Vacant Land Offer to Purchase dated May 1, 2018, by and between Mirus Partners, Inc. ("Mirus"), as buyer, and Edward and Anna Karas, LLC, as Seller, as subsequently assigned by Mirus to Owner (the "Offer to Purchase"), to the City. Such assignment from Owner to the City shall take place on or prior to the Closing Date; provided, however that City acknowledges that Owner shall have the right

to exercise such termination and extension rights as may be set forth therein until such time as the Offer to Purchase is assigned to City.

- B. Prepare and submit an application to WHEDA for Low Income Housing Tax Credits in the approximate annual amount of \$780,000.00.
- C. Provided that Owner has not previously terminated the Offer to Purchase in accordance with its terms, acquire the Property via contribution from the City for a purchase price of \$1.00 no later than December 31, 2019.
- D. Construct the Project on the Property with a start date of no later than December 31, 2019, with substantial completion by December 31, 2020. The Project to be constructed in accordance with plan specifications approved by the City (the "Plan Approvals"). In connection with the Plan Approvals, Owner shall comply with the conditions of the site plan review by the City, which may include those matters set forth on the attached **Exhibit B.**
- E. The Project cost shall be approximately \$11,700,000.00, with an initial assessment for real estate taxes of approximately \$3,000,000.00 dollars.
- F. The Project shall be operated and leased in accordance with the LURA (defined below).
- G. Obtain all necessary certified survey map approvals, zoning approvals, licenses and permits for the Project.
- H. Maintain all of the improvements on the Property in accordance with all local, state and federal codes and regulations. All City ordinances shall apply to the Property. The City reserves the right to amend its ordinances

and adopt new ordinances affecting the Property at any time as may be reasonably necessary for the protection of the public health, welfare and safety, by general ordinance amendments applicable to all property in the City of Wisconsin Dells, but no such ordinance shall be discriminatory in its effect upon the Property or retroactively applied against the Property unless lawfully so applied against all property in the City.

- I. Comply with all WHEDA requirements with respect to the Low Income Housing Tax Credits, including but not limited to the requirement that Owner enter into a Land Use Restriction Agreement (“LURA”) consisting of a recorded restrictive covenant requiring Owner to comply with the eligibility requirements for a total of 30 years, except as otherwise provided therein.
- J. Owner shall comply with WHEDA maximum family income and rent limits in effect from time to time as determined by WHEDA.
- K. Grant the City or its designee access for inspection during construction.
- L. Annually provide audited financial statements.
- M. Comply with all nondiscrimination rules, regulations and statutes that apply to the Project.
- N. Pay, when due, all real estate taxes, special assessments, special charges, utility charges, or other municipal obligations levied against or pertaining to the Property. Nothing in this Section 4(N) shall be deemed a waiver of the Owner’s rights to contest the validity or amount of any such tax, assessment or fee by any lawful procedure.

5. Tax Revenue Guarantee.

- A. Owner and the City intend that commencing in the year 2021 (for taxes payable in 2022), the property tax assessment for the Project shall be such that the real and personal property taxes payable with respect to the Project shall not be below \$60,000.00 for any year during the life of TID
3. Owner waives the right to appeal from a property tax assessment which provides for real and personal property taxes equal to \$60,000.00 in any year and agrees that any such assessment has been determined on a reasonable basis, provided, however that the foregoing shall not constitute a waiver of any rights to appeal from assessments resulting in real and property taxes for the Project that exceed \$60,000.00, it being acknowledged and agreed that the Project will be assessed according to State of Wisconsin methodology for multi-family residential use real and personal property, taking into account 70.32(1g) Wis. Stats.
- B. In the event that the real and personal property taxes for a particular year are less than \$60,000.00, then Owner shall pay to the City for that year an amount which, when added to the actual real and personal property taxes paid, equals \$60,000.00 (such payment being a "Shortfall Payment").
- C. If, as of September 30<sup>th</sup>, the City has not received \$60,000.00 of real and personal property taxes in any tax collection year (defined below), then the Owner shall make the Shortfall Payment within fifteen (15) days of the City's written demand therefor. The "tax collection year" shall mean the year following the year of levy, for example for the taxes attributable to

the year 2021, the tax collection year shall be 2022. Interest at the rate of 8% shall accrue on an annual basis and shall be due and payable by Owner to the City from the date on which any Shortfall Payment is due until such payment is actually received by the City.

6. Term. The Term of this Agreement shall be for a period commencing upon the date of execution of this Agreement and expiring on the earlier of (a) the expiration of the term of existence of the TID 3; and (b) the date that the aggregate amount of real and personal property taxes together with any Shortfall Payments paid by Developer exceeds \$450,000.

7. Notices. Any notices provided for in this Agreement or other documents contemplated herein shall be provided to Owner and to the City by United States mail or other courier service to the following addresses, or transmitted by electronic transmission to the following e-mail addresses:

Owner : Mirus Wisconsin Dells II, LLC  
7447 University Avenue, Suite 210  
Middleton, Wisconsin 53562

w/copy to: Movin' Out, Inc.  
Attn: Executive Director  
902 Royster Oaks Drive  
Suite 105  
Madison WI 53714-9101

w/copy to Owner's Investor Member and any identified Mortgage Lender at the address provided by Owner to the City.

City: City Clerk  
300 LaCrosse Street  
Wisconsin Dells, Wisconsin 53965

8. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin. Venue for any dispute shall be the Circuit Court for Columbia County.
9. Counterparts. This Agreement may be executed in counterparts.
10. Abridgement. The parties agree to enter into a memorandum of this Agreement which will be recorded at the Register of Deeds for Columbia County.
11. Relationship with Parties. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture or other association between the City and Mirus.
12. Severability. In the event that one or more provisions of this Agreement shall be declared to be invalid, illegal or unenforceable in any respect, unless such invalidity, illegality or unenforceability shall be tantamount to a failure of consideration, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be at all affected or impaired thereby.
13. Assignment or Transfer by Owner. During the life of TID 3, Owner may not sell or transfer the Property to any third party that is exempt from real estate taxes. Any sale or transfer of the Property to any third party prior to completion of the Project shall require the consent of the City, which consent will not be unreasonably denied. Notwithstanding the foregoing, City consent shall not be required for (i) any sale, assignment, conveyance or transfer undertaken by the Mortgage Lender (as hereinafter defined) or its nominee or designee pursuant to

foreclosure proceedings, (ii) any sale, assignment, conveyance or transfer to Mortgage Lender or its designee or nominee in lieu of foreclosure or (iii) any sale, assignment, conveyance or transfer by Mortgage Lender or its nominee or designee after acquisition of title pursuant to either (i) or (ii) of this sentence; or (iii) a sale or transfer to Movin' Out, Inc. or Mirus; or (iv) a sale or transfer to the Owner's Investor Member, or the transfer of membership interests in Owner to the Investor Member and subsequent transfer of the Investor Member's interest. For purposes hereof, the term "Mortgage Lender" means the lender holding a first mortgage lien on the Property, and all improvements located thereon, which mortgage secures payment of a loan from such lender to the Developer to finance the cost of construction of the Project. Any assignment by Owner of its rights under this Development Agreement shall require the approval of the City, provided however that Owner shall have the right to collaterally assign its rights hereunder to a Mortgage Lender in connection with the construction financing for the Project.

14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their successors in interest.
15. Obligations of Owner. Notwithstanding anything contained herein to the contrary, Owner's obligations hereunder are contingent upon Owner (i) receiving Low Income Housing Tax Credits in the approximate annual amount of \$780,000.00 from WHEDA; and (ii) acquiring the Property. In the event that Owner does not receive the Low Income Housing Tax Credits and acquire the Property prior to December 31, 2019, Owner shall have the right to terminate this Agreement.

\*The rest of this page is intentionally left blank.\*

DRAFT

**CITY OF WISCONSIN DELLS**

Dated: \_\_\_\_\_, 2018.

\_\_\_\_\_  
Edward Wojnicz, Mayor

Dated: \_\_\_\_\_, 2018.

\_\_\_\_\_  
Nancy R. Holzem, Clerk

**MIRUS WISCONSIN DELLS II, LLC**

By: MWD II Managing Member, LLC

Its: Managing Member

By: Mirus Holdings, LLC

Its: Authorized Member

By: Mirus Partners, Inc.

Its: Manager

Dated: \_\_\_\_\_, 2018.

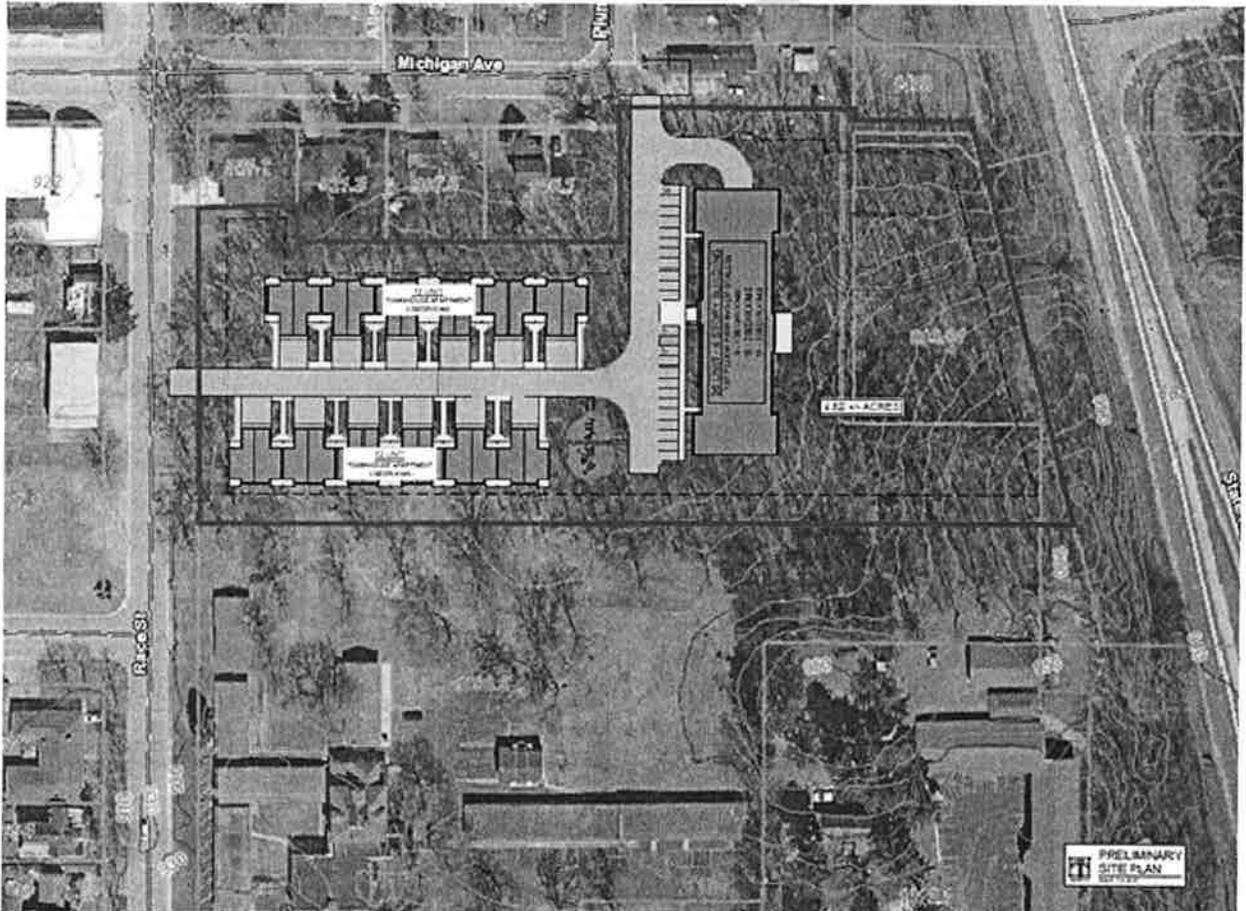
By: \_\_\_\_\_  
Christopher Jaye, President

DRAFT

## EXHIBIT A

### LEGAL DESCRIPTION

The Property is currently part of 1013 Broadway Avenue, in the City Wisconsin Dells, County of Columbia, Wisconsin, and consists of approximately 4.82+/- acres of vacant land in aggregate, and is identified as being part of Parcel Numbers 11291 1008.3 and 11291-893.01. The Property is depicted below.



The Property is to be legally described as:

Lot \_\_\_\_\_ ( ), Certified Survey Map No. \_\_\_\_\_ recorded in the Office of the Register of Deeds for Columbia County, Wisconsin on \_\_\_\_\_, 2018, in Volume \_\_\_\_\_ of Certified Survey Maps, Page \_\_\_\_\_, as Document No. \_\_\_\_\_, located in the City of Wisconsin Dells, Columbia County, Wisconsin.

[Complete upon recording of final CSM]

## **EXHIBIT B**

### **Plan Approval Conditions**

- 1) Storm water management – In connection with the Project, Owner agrees to construct storm water management facilities in accordance with plans approved by the City and to maintain such facilities in accordance with all applicable, laws, codes, ordinances and regulations.
- 2) Buffering – if the Project creates a nuisance to the adjacent properties, Owner agrees to install and maintain such reasonable non-disturbance buffer area on the Property. The purpose of the buffer area is to separate and screen uses and activities on the Property from uses and activities on adjacent properties in the interest of minimizing disturbances between potentially incompatible uses, provided, however that the City shall make any such request on a non-discriminatory basis such that to the extent that the uses and activities on the adjacent properties are creating a nuisance to the Property, the City shall impose a similar requirement on the adjacent property owner to create a buffer area.
- 3) Garbage collection – Owner may be responsible for paying a standard commercial garbage collection fee to the City. Owner agrees the City is not responsible for damage to their drive aisle attributable to the weight and frequency of the garbage truck traffic. The foregoing shall not relieve the City from liability for any damage done to improvement on the Property due to the negligence or willful misconduct of the City and its employees in garbage collection.
- 4) Fire Lanes – Owner is responsible for keeping the drive aisle/fire lane clear from permanent obstructions. To the extent that the City incurs costs in removing vehicles or other obstructions from the drive aisle, such costs shall be billed to the Owner.
- 5) Property Management – Owner shall provide the City with contact information for the property management that is responsible for maintenance of the Project. Copies of any notices to cure will be sent to Owner and to the Property Management contact.

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The Property is to be legally described as:  
Lot \_\_\_\_\_ ( ), Certified Survey Map No. \_\_\_\_\_ recorded in the Office of the Register of Deeds for Columbia County, Wisconsin on \_\_\_\_\_, 2018, in Volume \_\_\_\_\_ of Certified Survey Maps, Page \_\_\_\_\_, as Document No. \_\_\_\_\_, located in the City of Wisconsin Dells, Columbia County, Wisconsin.

[Complete upon recording of final CSM]

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- 4) Fire Lanes – Owner is responsible for keeping the drive aisle/fire lane clear from permanent obstructions. To the extent that the City incurs costs in removing vehicles or other obstructions from the drive aisle, such costs shall be billed to the Owner.
- 5) Property Management – Owner shall provide the City with contact information for the property management that is responsible for maintenance of the Project. Copies of any notices to cure will be sent to Owner and to the Property Management contact.

RESOLUTION NO. \_\_\_\_\_

ITEM 11

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the City Plan Commission from their May 14, 2018 meeting;

To APPROVE the application for a Conditional Use Permit submitted by Mirus Partners Inc. in order to allow the construction of a residential, multi-family facility and building height over 45 feet, on part of parcel 11291-1008.3, 920 Race Street, with the following contingencies:

1. Proposed development must be contained on a single parcel.
2. Applicant takes control of the property.
3. Final building heights are approved as part of the Site Plan approval.
4. Final parking plan is approved as part of the Site Plan approval.
5. Storm Water plan be created to the satisfaction of the city.
6. Garbage collection area and process is approved by the city.
7. Buffer is established and maintained between the development and the surrounding properties. If a minimal buffer is allowed to be constructed, it is to be enhanced at the city's request, if in the city's sole discretion it is deemed necessary.

\_\_\_\_\_  
Edward E. Wojnicz, Mayor

Attest:

\_\_\_\_\_  
Nancy R. Holzem, City Clerk

Vote: \_\_\_\_\_ ayes and \_\_\_\_\_ nays

Date Introduced: May 21, 2018

Date Passed:

Date Published:

**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	<b>\$525.00</b>
Receipt number	
Application number	

**1. Applicant Information**

Applicant name MIRUS PARTNERS, INC.  
 Street address 7447 UNIVERSITY AVE, #210  
 City MIDDLETON, WI 53562  
 State and zip code \_\_\_\_\_  
 Daytime telephone number (608) 824-2294  
 Fax number, if any \_\_\_\_\_  
 E-mail, if any JAYE@MIRUSPARTNERS.COM

**2. Subject property information**

Street address	<u>920 RACE STREET</u>	
Parcel number	<u>11291-1008.3 (PARTIAL)</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>C-2 COMMERCIAL - NEIGHBORHOOD ZONING DISTRICT</u>	
Describe the current use	<u>UNDEVELOPED PORTION OF CURRENT SITE/PARCEL.</u>	

**3. Proposed use.** Describe the proposed use.

SIXTY (60) UNIT, MIXED INCOME, MULTIFAMILY COMMUNITY.

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

N/A

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 EXPECTED

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  
THIS PROJECT IS BEING PROPOSED TO ADDRESS PENT-UP DEMAND IN THE MARKET FOR WORKFORCE HOUSING.

b. Effects of the proposed use on traffic safety and efficiency and pedestrian circulation, both on-site and off-site  
THE CURRENT (PROPOSED) SITE PLAN INCLUDES 113 PARKING SLOTS (ENCLOSED & SURFACE) WHICH WILL ALLOW FOR ADEQUATE TRAFFIC FLOW WITHIN SITE. THERE WILL ALSO BE SITE ACCESS FROM BOTH RACE ST. & MICHIGAN AVE.

c. The suitability of the subject property for the proposed use  
THE PROPOSED USE IS SUITABLE GIVEN THE LOCATION BETWEEN AN EXISTING RESIDENTIAL NEIGHBORHOOD, ADJACENT COMMERCIAL USES, AND AN EXISTING STATE HIGHWAY.

d. Effects of the proposed use on the natural environment  
THE SITE IS CURRENTLY WOODED. EFFORTS WILL BE MADE TO PRESERVE AS MANY TREES AS POSSIBLE TO ENHANCE THE SITE AND PROVIDE A SHIELD BETWEEN THE STATE HIGHWAY AND BUILDINGS.

e. Effects of the proposed use on surrounding properties, including operational considerations relating to hours of operation and creation of potential nuisances  
TO THE EXTENT POSSIBLE, EXISTING TREES WILL BE PRESERVED BETWEEN THE PROPOSED TOWNHOMES AND EXISTING SINGLE FAMILY HOMES AS A PRIVACY BARRIER.

f. Effects of the proposed use on the normal and orderly development and improvement of the surrounding property for uses permitted in the district  
WE DO NOT ANTICIPATE ANY NEGATIVE EFFECTS.

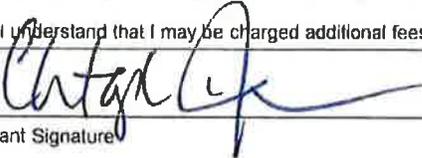
g. Effects of the proposed use on the city's financial ability to provide public services

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

*WE DO NOT ANTICIPATE ANY NEGATIVE EFFECT.*

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.	
 Applicant Signature	4-18-18 Date

<b>Governing Regulations</b>	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:

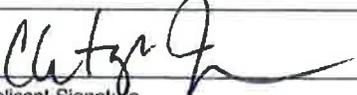
1. an irrevocable letter of credit in the name of the City in an amount as set by the zoning administrator; or
2. a cash deposit in an amount as set by the zoning administrator.

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.

 Applicant Signature	4-18-18 Date
--	-----------------

## Conditional Use Permit

### Multi-family at Race and Michigan

Staff Report for Plan Commission, 5/14/18

The City of Wis. Dells has received a Conditional Use Permit application from Mirus Partners, Inc to allow land use 3.4 RESIDENCE, MULTI-FAMILY on a portion of parcel 11291-1008.3 and 11291-893.01 located South-East of the intersection of Race St. and Michigan Ave. This project includes a 4-story apartment building, which may exceed the current 45 ft maximum building height. Exceeding the 45 ft height limit is allowable with a Conditional Use Permit if the building is equipped with a State approved sprinkler system. This CUP approval should be contingent on the actual final height of the building being approved during the Site plan approval. The project is proposed for vacant wooded land immediately north of the Indian Trail Motel, and would run from Race St. to STH 13. The request is to construct a sixty (60) unit mixed income, multi-family community. The current zoning for this property is C-1 Commercial – neighborhood. The multi-family residential land use is allowed as a Conditional Use in the C-1 Zoning District.

The applicant has developed another multi-family housing project on Pioneer Dr. and Fitzgerald Road. That project appears to be a success. The applicant believes there is still a need for additional multi-family housing in the area.

The boundaries for this proposed development include portions of two (2) different existing parcels. The property that this proposed development will occur on has not yet been sold to Mirus Partners. Any approval of this CUP must be contingent on the development property being consolidated into a single parcel and the applicant taking control of the property.

The general plan for this project involves two (2) different sections, but it will all be constructed in one “phase”. The site will be accessed from a drive to the east of Race St, which will curve around and access Michigan Ave from the South. North and South of the drive off of Race St. will be one section, and will consist of two (2) townhouse style buildings, one on each side of the drive. Each townhouse building will have 12 units, for a total of 24 units. The second section of this project is proposed as a 36-unit, 4-story apartment building lying East of the drive accessing Michigan Ave. The development will have a community space, likely in the 4-story building, and a playground area. The developer has stated that each building would contain one (1) enclosed parking space per unit. The townhomes will have each have a single car attached garage (with a drive that will accommodate a parked vehicle) and the apartment building will have 37 underground parking spaces, with 28 surface stalls.

The townhome buildings are originally planned to be single story units, but may be upgraded to 2-story units if possible after addressing any other building and site issues.

The Zoning Code Standards for a Residential, multi-family use call for two (2) parking spaces for each unit, plus an additional visitor parking space for every eight units. For a 60 unit development, the parking requirement would call for 128 parking spaces. With each building containing one (1) enclosed parking space, an additional 68 surface parking spaces would be required. The current plan only shows 52 surface parking spaces.

The proposed building site meets the minimum lot size requirements for a multi-family development of this size.

The CUP process is mainly an approval of the land use and general plan of a project and its compliance with the City zoning code. Before construction can begin on any new commercial building the City must approve a Site-plan application. The site plan review will be the process that will address the specific details of the project plan, including the following items called out in the Zoning Ordinance for Site plan review:

- (a) 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.
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.

One of the main items that will have to be addressed for this project will be the storm water management. This development sites between 2 municipal wells, and City and DNR regulations require 400-600 foot separations between municipal wells and storm water infiltration basins. The current plan has the storm water infiltration basin approximately 350 feet from the municipal well on the east side of STH 13.

It appears it may be possible for the development buildings to shift to the east, as the buildings are allowed within the Well Head protection zones, and the storm water pond could be moved to the west of the buildings. This would place the storm water pond outside of the Wellhead Protection Zone. It also appears the new storm water pond location would have access to an existing storm sewer on Race St. These details do not need to be resolved at this time, but they do need to be resolved before the Site Plan can be approved.

Another item of concern is the buffering of this development from surrounding properties. There exist residences to the north-west of this facility that need to be protected.

Garbage collection can be an oversight for commercial developments. Garbage collection areas must be designed and maintained to allow adequate safe access by the City solid waste collection personnel and contractors. If the City or its contractors must access private property to collect solid waste, the City cannot be held liable for any damage the large collection vehicles may cause on the private pavement over time. If solid waste dumpsters are to be enclosed, the enclosures must allow adequate space for collection personnel to safely access and empty the dumpsters. As a rule of thumb, 3 ft of clear space should be provided around all sides of the dumpsters. Gates to dumpster enclosures shall be full width and shall not have any center guide or post that would interfere with the access to the dumpsters.

The developer has stated that they will retain ownership of the property after development is complete and operate and manage the property themselves. To date, the management of their existing property on Pioneer and Fitzgerald has been very good. The developer has stated that they will ensure that nuisances such as poor property maintenance, the accumulation of trash on the property and noise issues will not be systemic.

Other items that must be addressed to the satisfaction of the City as part of the Site plan application are: final building locations and design, utility plan, final parking plan, solid waste storage location, lighting, and landscaping. Future planning considerations the City must keep in mind:

1. Michigan STH 13 Intersection
2. Sidewalk on Race St.

As this facility may be occupied by persons not currently residing in the area, other issues the City must consider are:

1. Increased emergency services

## 2. Increased school population

The City Comprehensive plan specifies this location as a targeted multi-family re-development area.

This development will generate increased traffic on Race St. and Michigan Ave. There is no good pedestrian travel way along Race St. to Broadway.

The subject property appears to be a suitable location for multi-family housing. It has enough space for a multi-family development to be constructed and buffered to minimize the impacts on neighboring properties.

This project will develop currently vacant property.

A multi-family development has the potential to create a nuisance with surrounding properties. The use of buffers and proper management of the facility could minimize these issues.

If properly constructed and buffered from surrounding property, this development should not have a negative effect on the future development of commercial uses in this area. In fact, it is expected that this development will spur additional commercial development in this area.

This project should not have a negative effect on the city's financial ability to provide public services.

Any approval of this CUP should have the following contingencies:

1. The proposed development be contained by a single parcel
2. The applicant take control of the property
3. The final building heights are approved as part of the Site plan approval.
4. The final parking plan is approved as part of the Site plan approval
5. A storm water plan be created to the satisfaction of the City
6. The garbage collection area and process is approved by the City.
7. A buffer is established and maintained between this development and the surrounding properties. If a minimal buffer is allowed to be constructed, it is to be enhanced at the City's request, if in the City's sole discretion it is deemed necessary.

Chris Tollaksen

City of Wis. Dells Planning and Zoning



PRELIMINARY  
SITE PLAN

INSTRUCTION	PRELIMINARY SHEET DATES
	8.30.2017
	4.17.2018

**M.A. DESIGN, I.A.C.**  
75 SOUTH MAIN STREET  
FOND DU LAC, WISCONSIN, 53602  
www.madesigninc.net (920) 827-8176

OWNER  
**MIRUS PARTNERS, INC.**  
7447 UNIVERSITY AVENUE #210  
MADISON, WISCONSIN 53682

NEW BUILDING PROJECT FOR:  
**WISCONSIN DELLS DEVELOPMENT**  
RACE ST AND BROADWAY AVE  
WISCONSIN DELLS, WISCONSIN

JOB NUMBER	2017 31
SHEET	C1.0

CITY OF WISCONSIN DELLS  
RESOLUTION NO. \_\_\_\_\_

ITEM 12

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 21, 2018 meeting,

IT APPROVES the Riverwood Eagle's Nest Extended and Restated Development Agreement which adds Phase 1B.

\_\_\_\_\_  
Edward E. Wojnicz, Mayor

Attest: \_\_\_\_\_  
Nancy R. Holzem, City Clerk

Vote: \_\_\_\_ ayes, \_\_\_\_\_ nays \_\_\_\_ abs.  
Date Introduced: May 21, 2018  
Date Passed:  
Date Published:

**Riverwood Eagle's Nest  
Extended and Restated Development Agreement**

This 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 dated August 4, 2017, a copy of which is attached as Exhibit A.
- B. That Agreement covered the Riverwood Eagle's Nest project in general and Phase 1A in particular.
- C. This Agreement extends the underlying Development Agreement to Phase 1B and restates and applies the agreement to Phases 1A and 1B.

AGREEMENT

- 1. Attached and incorporated by reference as Exhibit B 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 C-F respectively are the following sketches and diagrams regarding the project:
  - C. Overall site plan showing location of Phase 1B.
  - D. Phasing Diagram
  - E. Phase 1B Independent Living Apartments RCAC-FLEX
  - F. Overall Utility Plan
- 3. Attached and incorporated by reference is Exhibit G 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 - June 30, 2019
  - b.) Not later than the following dates, Phase 1A and Phase 1B buildings and improvements shall be commenced:

Phase 1A - September 30, 2018 // Phase 1B - September 30, 2019
  - c.) Not later than the following dates, occupancy permits for the Phase 1A and Phase 1B buildings and improvements shall be obtained:

Phase 1A - December 31, 2019 // 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.
  - 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.
  - 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. All other terms of the Development Agreement are extended, restated and applied to Phase 1A and Phase 1B jointly and separately.

May 15, 2018

**CITY OF WISCONSIN DELLS**

Dated: May\_\_\_\_, 2018.

\_\_\_\_\_  
Edward Wojnicz, Mayor

Dated: May\_\_\_\_, 2018.

\_\_\_\_\_  
Nancy R. Holzem, Clerk/ Administrative  
Coordinator

**RIVERWOOD EAGLE'S NEST, LLC**

Dated: May\_\_\_\_, 2018.

By: \_\_\_\_\_  
its: \_\_\_\_\_

Final

**Riverwood Eagle's Nest  
Development Agreement  
City of Wisconsin Dells  
Tax Increment District No. 3**

This Development Agreement is dated August 4, 2017 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**

City and Developer acknowledge the following:

- A. Developer owns the following described real property located in the City: See Exhibit A attached.
- B. The City has created Tax Increment No. 3 District (District) pursuant to Wis. Stat. sec. 66.1105 and approved and amended a plan for the development of the district (District Plan and Amended Plan).
- C. The specific property subject to this agreement, the site of Phase 1A, Tax Parcel #291-2200-1903, is located within the boundaries of the district. (The Property)
- D. Subject to obtaining the financial assistance set forth in this agreement, Developer intends to develop a senior living community that will provide assisted care, memory care and independent living.
- E. Development of the senior living community will enhance the tax base of and provide other benefits to the City and is consistent with the District Plan and Amended Plan.
- F. The City desires to encourage economic development, to expand its tax base and to create new jobs within the City, the district and the property.
- G. The City finds that the development of Developer's property and the fulfillment of the terms and conditions of this Agreement are in the best interests of the City

and its residents and serve a public purpose in accordance with state and local law.

- H. The development of the senior living community would not occur without the financial assistance to be provided to the Developer as set forth in this Agreement.
- I. The City, pursuant to Common Council action, has approved this Agreement and authorized its execution by the Mayor and Clerk/Coordinator on the City's behalf.
- J. The Developer has approved this Agreement and authorized its execution by authorized agents on the Developer's behalf.

### AGREEMENTS

NOW THEREFORE, in consideration of the recitals, promises and undertakings set forth herein, the parties mutually agree and covenant as follows:

#### SECTION 1. Project Description.

- 1. Developer will design and construct, in phases, a senior living community in accordance with all applicable State and City zoning, building codes, ordinance regulations and stormwater requirements.
- 2. Owner represents to the City that the development of the senior living community without the benefits provided by the City to the Developer pursuant to this agreement would not be financially viable and that but for such assistance Developer would not proceed with the development as currently contemplated.
- 3. The Senior Living Community shall be developed in phases as follows:  
See attached Exhibit B.
- 4. This Agreement covers Phase 1A. It is mutually agreed that future phases 1B, 2 and 3 will use the terms outlined in SECTION 4 of this Agreement.
- 5. This Agreement covers development on Tax Parcel #11291-2200-1903.

6. Developer shall commence construction of the Phase 1A improvement on or before \_\_\_\_\*, 2017 and shall complete construction to a condition ready for occupancy on or before \_\_\_\_\*, 2018.
7. The Phase 1A project and improvements shall be as forth in the site plan attached as Exhibit C and subject to the City conditions and approvals set forth in Exhibit D, which also include PDD and GDP contingencies.
8. The Planned Development District and General Site Plan for the Senior Living Community is as depicted in Exhibit E.

SECTION 2. Developer Obligations.

1. Developer shall initiate, or cause to be initiated by third parties, Phase 1A of the project and complete with same in accordance with the Zoning Code and all other applicable City building codes, fire codes, ordinances, regulations and City approvals.
2. All project costs expended by Developer, including costs incurred before the date of this Agreement and which are eligible for funding pursuant to Wis. Stat. sec. 66.1105, are referred to as "Developer Costs". Developer costs shall include, without limitation, costs for the acquisition of land, construction of improvements, including hard and soft construction costs, professional fees, architectural fees, construction period interest, civil engineering fees, general contractor fees, infrastructure improvements, environmental remediation costs, demolition, public parking facilities, and the clearing, grading, and construction of the Project, and other costs permitted pursuant to Wis. Stat. sec. 66.1105.
3. The projected tax increment value of Phase 1A, when completed, shall be \$9.5 million.

4. Developer consents and agrees to the following:
  - a. Roads. The roads within the Development shall remain privately owned and maintained.
  - b. Utility Mains. Any water and sanitary sewer mains within the Development will meet City standards, be dedicated to the City, be located within easements approved by the City and be recorded in the Columbia County Register of Deed's office. The water main will be looped.
  - c. Storm Water Management. The storm water management plan in the Site Plan review must not create adverse effects on the City streets, neighboring properties, or other facilities.
  - d. No Destination Commercial Uses. Commercial uses (such as restaurants) shall not be a principal use, or they may be restricted by the City if the City deems them to be creating a nuisance to the existing residential zones, including traffic or parking nuisance, or noise nuisance.
  - e. Buffer. The plans for the Site Plan review must show adequate berming or landscaping buffers between the Development and neighboring properties.
  - f. Nuisances. The Developer shall cooperate with the City to resolve any nuisances that may result from the Development.
5. Not later than \_\_\_\_\*, 2017 the Developer shall present to the City an irrevocable, final and unconditional financing commitment from a lender satisfactory to the City which commitment shall be sufficient to cover all of Developer's Phase 1A costs and expenses.

SECTION 3 City Obligations.

1. The City shall cooperate with the Developer throughout the preconstruction and construction periods and shall promptly review and/or process all submissions and applications.
2. Subject to all of the terms, covenants and conditions of this Agreement and as an inducement by the City to the Developer to construct Phase 1A of the Senior Living Community, the City will provide the financial assistance set forth in Section 5. The same terms, covenants and conditions of this Agreement will be used in an inducement by the City to the Developer to construct future Phases 1B, 2 and 3 of the Senior Living Community and will use the same terms set forth in SECTION 4.
3. The financial assistance is subject to the Developer obtaining City approvals, drawing plan specifications, variances or conditional uses and fulfilling the terms and conditions of the City's approvals.

SECTION 4. Financial Assistance.

1. In this section the following terms have the following meanings. Any undefined words or terms shall have the definitions used in state law.
  - a. Contribution means the Tax Increment Revenue payment made to the Developer.
  - b. Property Base Value means the equalized value of the Property upon the creation of TID #3 as of January 1, 2006 as certified by the State, which was \$243,700.00.
  - c. Tax Increment Value means the equalized value above the Property Base Value established for the Property as determined by the City assessor.

- d. Tax Increment Revenue means the personal and real property tax revenue [(as defined in Wis. Stat. sec. 66.105(2)(1))] generated by the Tax Increment Value of the Project.
2. The City will provide contributions to the Developer as reimbursement for a portion of the Developer Costs as provided in this Agreement.
  3. The City will provide contributions to the Developer solely from future Tax Increment Revenue from the Property as a reimbursement for Developer's costs.
  4. The City's total payment of Tax Increment Revenue as a contribution towards development costs shall be fifteen percent (15%) of the Tax Increment Value of Phase 1A which is estimated to be \$1.425 million.
  5. For 10 years beginning in the tax year following completion and occupancy of Phase 1A, Tax Increment Revenue contributions will be provided to the Developer as follows: the City will pay the Developer ninety percent (90%) of the Tax Increment Revenue received by the City with respect to the Project in that year.
  6. No contributions will be made until the property taxes have been paid on the property.
  7. Contributions pursuant to this Agreement shall be made by September 1 each year. The contribution shall be a special and limited obligation of the City and not a general obligation.
  8. Developer hereby acknowledges that, as a result of the special and limited nature of the City's obligation to pay the Contribution, Developer's recovery of the full amount of the Contribution depends on factors including, but not limited to, future mill rates, changes in the assessed value of the Project, the failure of the Project to generate the Tax Increment Revenue in the amount expected by

Developer, or reduction in Tax Increment Revenue caused by changes in the Tax Increment Law to the extent that they apply retroactively to this Agreement of the District.

9. All debts owed to the City of Wisconsin Dells or Columbia County by the Developer including real estate and personal property taxes must be paid in full and timely to qualify for the incentive payment.
10. Existing TID #3 debt obligations have priority over contributions to Developer. Current TID #3 priority obligations are itemized in Exhibit F attached. All funds in the special fund of TID #3 will be used first to make the principal and interest payments due and only after the debt payments have been paid in full for any particular year shall funds in said special fund be used to pay any other project costs of TID #3.
11. If on any contribution payment date there are insufficient revenues to pay the amount due, the amount not paid shall accumulate and be payable on the next payment date until the contribution balance is paid in full or the agreement has expired or been terminated.
12. The contribution is a special limited revenue obligation and not a general obligation of the City and it payable by the City only from the collected tax increment generated from the project.
13. The contribution is not a general obligation of the City and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the contribution and no property or other asset of the City except the collected tax increment revenue is or shall be a source of the City's obligations.
14. The City's financial assistance for Phases 1B, 2 and 3 will be modeled on this SECTION 4.

SECTION 5. Tax Status.

As long as the District is in existence, the Developer's land and all buildings and improvements thereon shall be owned and taxable for real estate tax, special assessment purposes and personal property taxes. The City may waive this restriction upon execution of a payment in lieu of taxes (PILOT) agreement, in a form acceptable to the City, made between the City and the owner or lessee of the Property.

SECTION 6. Improvements.

1. The Development will be designed, constructed and installed by Developer at Developer's sole cost and expense. All improvements shall be designed, constructed and installed in accordance with applicable City standards and engineering standards and specifications contained in the applicable City building codes. Where standards and/or specifications have not been expressly established by the City, all work shall be performed in accordance with established engineering practices as designated and approved by the City Engineer.
2. The water and sewer mains within the Development shall be known as the "Public Improvements". During the course of the construction of the Public Improvements, the City Engineer shall make or cause to be made such inspections as the City deems necessary to ensure compliance of the Public Improvements with the approved plans and specifications. After completion of all Public Improvements and prior to final acceptance of the Public Improvements, Developer shall make and provide to the City such documentation as the Director of Public Works may require including, without limitation, a master plan set of the original stamped and approved plans that show all red-lines and updates; and, all construction shall be GPS mapped and GIS cataloged in a master file set compatible with the City mapping system.

3. After the required Public Improvements have been installed and completed, and within 28 days after receiving written notice that Developer desired the City to inspect such Public Improvements, the City Engineer shall inspect the Public Improvements and, if acceptable to the City Engineer, the Common Council shall by resolution certify such Public Improvements as being in compliance with this Agreement and with the standards and plans and specifications of the City. Before obtaining certification of any such Public Improvements, Developer shall present to the City valid lien waivers from all entities providing materials or performing work on the Public Improvements.
4. Developer agrees to guarantee and warrant all of the Public Improvements for a period of one year from the date of final acceptance by the City of each phase of the Public Improvements completed by Developer. If any defect appears during the guarantee period, Developer agrees to replace the defective work or repair the defective work at its own expense to the standard provided in the approved plans and specifications. All guarantees or warranties for materials or workmanship which extend beyond the above guarantee period shall be assigned by Developer to the City as beneficiary. Other than this construction guaranty, all liability for the Public Improvements, and all obligations to maintain and repair such Public Improvements, shall rest with the City, and the recorded easements shall so state.
5. Easements. Developer shall grant and record, prior to the issuance of the first building permit for each Phase of the Development, a recordable easement to the City, over all roadways and paths in the Development, for emergency and municipal services, including garbage collection. Developer shall not construct City improvements in designated easement areas. If the City performs work in an

easement, the City shall be responsible for restoration of the area to grade and above grade restoration will be the responsibility of the Developer.

6. Fencing. Developer shall have the right to install fencing in appropriate locations in the Development to ensure the safety of residents and the public.
7. Consent to install utilities. To the extent needed, the City hereby consents to the installation of utilities under all road rights of way needed for the installation of utilities as shown on the final approved site plan.
8. Water/Sewer Fee. Developer shall not be required to pay for any water or sewage fees except for the normal usage fees and normal hookup fees which are uniformly charged to other users.
9. Carts. City agrees that the Developer may use, on its private roads, and on Bowman Road and other roads as defined in the future as “golf cart approved” roads, golf carts and other small utility carts, but subject to reasonable restrictions to address safety concerns. Implementation of this section may include, at the City’s direction, appropriate street markings.
10. Inspections. Developer grants the right of entry on the lands within the Development to personnel or agents of the City to conduct inspections and monitor compliance with the provisions of this Development Agreement.

SECTION 8. Miscellaneous Terms.

1. The City will not make any contributions or other payments to Developer related to Phase 1A under this agreement or subsequent agreements after September 2, 2030; and, the City does not contemplate making any contributions or other payments to Developer related to this project after December 31, 2035.

2. Developer will not qualify for commencement of contributions related to Phase 1A unless construction is completed and an occupancy permit issued for the Phase 1A improvements prior to \_\_\_\_\_\*, 2018.
3. Amendment. This Agreement may be amended only by a written amendment instrument approved and executed by the City and Developer, or the then owner of the Developer's property.
4. Successors Bound. This Agreement shall be binding upon Developer and its heirs, successors and assigns in ownership to the Developer's Property, but if Developer still owns any portion of the Developer's Property, Developer alone shall be the only party able to sign an amendment, and no other purchasers or owner of part of the Development.
5. Severability. Any illegal or unenforceable provision of this Agreement will be severed and will not render invalid any remaining portions of this Agreement.
6. Written Notice. Any writing notification required under this Agreement shall be deemed to be served if it is personally delivered or sent by first class mail to the following:

To City:                      City of Wisconsin Dells  
   300 La Crosse Street  
   Wisconsin Dells, Wisconsin 53965  
   Attn: Karen Terry  
   608-254-2012

To Developer:              Riverwood Eagle's Nest  
   8001 Terrace Ave., Suite 202  
   Middleton, Wisconsin 53562  
   Attn: Steve Cohan  
   608-826-3450, ext. 622

7. Attorney Fees. If either party commences litigation, arbitration or mediation to enforce the terms of this Agreement, the non-prevailing party shall pay all costs,

including reasonable attorney fees and expert witness fees, of the prevailing party.

If the court, arbitrator or mediator awards relief to both parties, each will bear its own costs.

8. **Default.** Upon any default hereunder, either party shall have all remedies available at law or equity as necessary to cure any default, except to the extent provided otherwise in the Developer's Agreement.
9. **Benefits.** The benefits of this Agreement to Developer are personal and shall not be assigned without the express written consent of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void.  
  
Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of Developer and shall be binding on the successors and assigns of Developer. There is no prohibition on the right of the City to assign its right under this Agreement.
10. **Ownership Warranty.** Developer hereby warrants that it is the owner of all of the Developer's Property.
11. **Effective Date.** This Agreement is entered into as of the day and year first written above.

**\* Blank dates above to be mutually agreed between the parties hereto.**

CITY OF WISCONSIN DELLS



Dated: August 4, 2017.

Brian L. Lenders  
Brian L. Lenders, Mayor

Dated: August 4, 2017.

Nancy R. Holzem  
Nancy R. Holzem, Clerk/Administrative  
Coordinator

RIVERWOOD EAGLE'S NEST, LLC

Dated: August 4, 2017.

By: STEVEN COHAN  
its: MANAGING MEMBER

STEVE Comm Com Refra file #

Date: 8-4-17

Jeffrey A. [Signature]

expir: 7-13-18



Legal Land Description and Tax Keys

The "Dyo Parcel" is Tax Key Number 11291-2200.1903, and is described as follows:

A parcel of land located in part of Government Lot Five (5) and part of the Northwest Quarter of the Southeast Quarter and Block Thirteen (13), Ramsays Addition, all in Section 10, Township 13 North, Range 6 East, City of Wisconsin Dells, Columbia County, Wisconsin, which is bounded by a line described as follows: Commencing at the South one quarter corner of said Section 10; thence North 30°01'03" West, 758.29 feet to the Northeast corner of Columbia County Certified Survey Map No. 1306; thence North 89°50'58" West, 1007.44 feet along the North line of said CSM extended and on the South line of the recorded Riverwood Condominium Plat to a meander corner; thence North 06°31'54" East, 475.73 feet along a meander line for said Condominium Plat to a point on the North line of said Plat, 95 feet more or less, from the waters edge of the Wisconsin River; thence North 10°06'07" East, 443.15 feet along a meander line to a point 72 feet more or less from said water's edge; thence North 42°47'00" East, 553.94 feet along a meander line; thence North 17°39'00" East, 50.03 feet along a meander line to a point which is 287 feet more or less from said water's edge and the point of beginning of this description; thence continuing along said meander line North 17°39'00" East, 642.75 feet to a point 319 feet more or less, from said water's edge; thence North 09°33'59" East, 285.73 feet along a meander line 305 feet more or less from said water's edge; thence North 42°24'21" West, 596.37 feet along a meander line 35 feet more or less from said water's edge; thence North 47°35'39" East, 50 feet to the South right of way of the Canadian Pacific Railroad; thence South 42°24'21" East, 1920 feet along said right of way; thence along the arc of a curve concave to the Northeast, a radius of 2914.70 feet (the chord of which bears South 44°07'46" East, 175.34 feet) a distance of 175.37 feet along said right of way; thence South 11°56'44" West, 181.41 feet along the West right of way of Bowman Road; thence North 74°19'10" West, 1305.02 feet to the point of beginning. Including all lands between the meander line and the Easterly Water's Edge of the Wisconsin River.

## EXHIBIT B

### Senior Living Community Development Phases

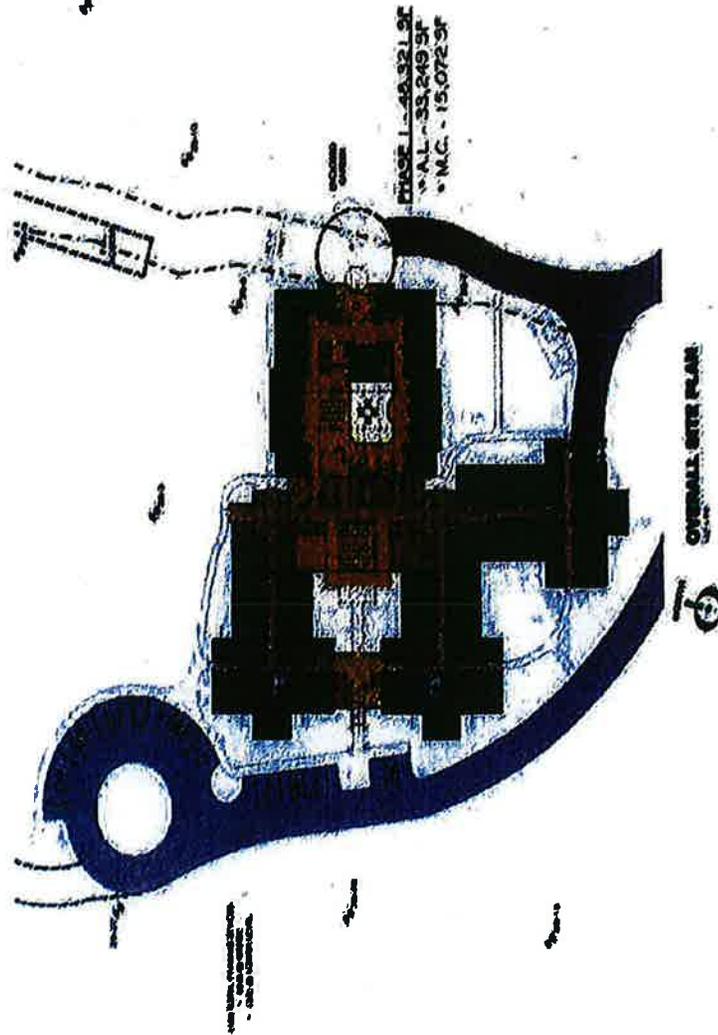
<u>Phase</u>	<u>Description</u>	<u>Anticipated Development Costs</u>	<u>Anticipated Year of Completion</u>
1A	52 living units of assisted living, memory care, community nook and telemedicine	\$9.5 Million	2018
1B	38 unit independent living, assisted living RCAC-Flex apartment building	\$8.9 Million	2020
2	Additional assisted living, memory care and commons	\$15 Million	2021
3	Retreat center and two (2) private home sites	\$6.75 Million	2022





EXHIBIT

2-2



3/31/17

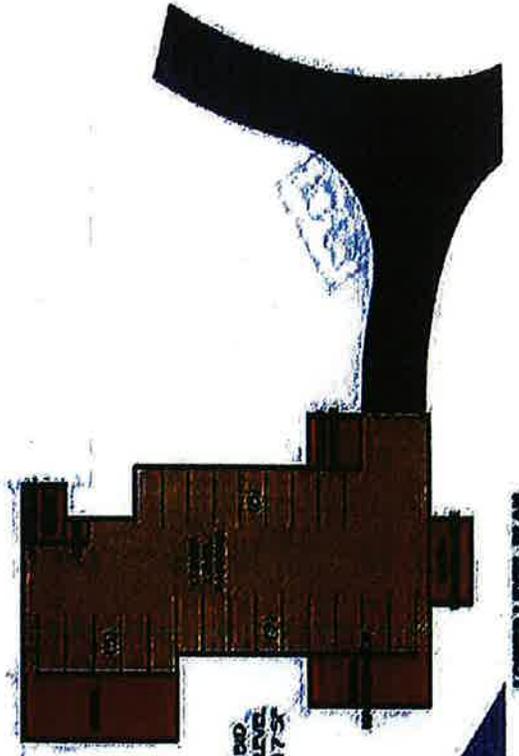
WISCONSIN DEPT. OF REVENUE

RIVERWOOD EAGLES NEST



EXHIBIT

C3



SLAB ON GRADE

ALT. BID LOWER LEVEL • 7.305 SF

SLAB ON GRADE

BASE BID LOWER LEVEL • 12.317 SF

3/31/17

WOOD GELS W

RIVERWOOD EAGLES NEST

## Exhibit D Additional Contingencies

Approval of this PDD should come with the following contingencies:

1. The roads within the development remain privately owned and maintained.
2. Any public utilities within the development meet City standards, are approved by the City, and utility easements approved by the City are recorded.
3. The access the facility is approved by Emergency response personnel.
4. A detailed Site plan is approved by the City, that includes but is not exclusive to the following:
  - a. The private development road intersections with Bowman Rd. are approved by the City.
  - b. Utility plans that include looping utility supplies to the development.
  - c. A Storm water management plan that will not create adverse effects on City streets, neighboring properties, or anything else
5. Commercial uses on this development do not create traffic nuisances on Bowman Rd. or other residential streets. Commercial uses will be restricted if the City deems them to be creating a nuisance to the existing residential zones.
6. Adequate buffers are established between the development and neighboring properties
7. The developer cooperates with the City to resolve any nuisances that may result from this development.

Approval of this PDD GDP should come with the following contingencies, which are to be considered additive to the contingencies from the November 2016 meeting:

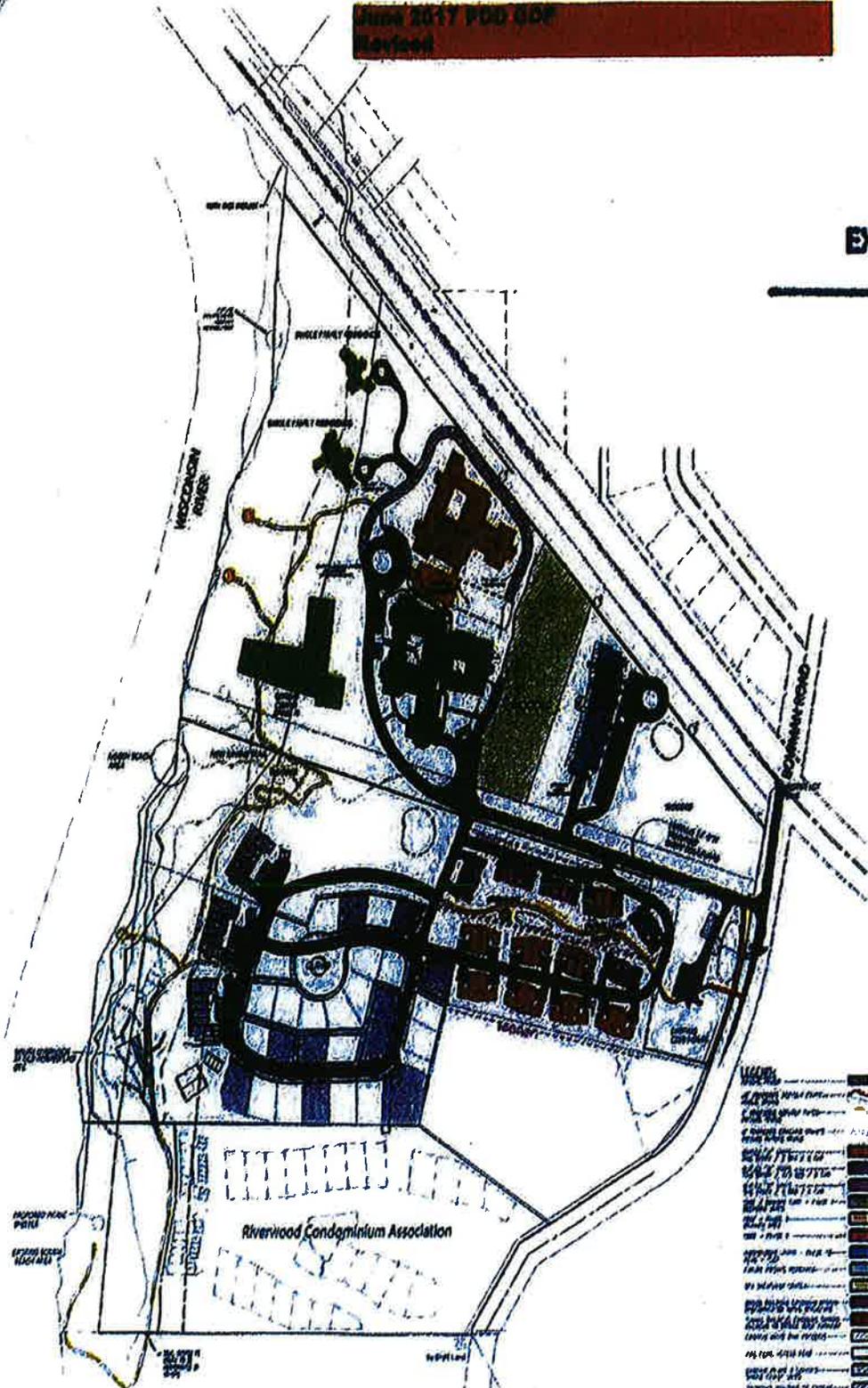
1. The utility easements within the facility do not hold the City responsible to repair any improvements above the utilities (i.e. pavement or landscaping)
2. Any public utilities within the development meet City standards, are approved by the City, and utility easements approved by the City are recorded.
3. Any underground facilities to be dedicated to the City are GPS and the City is provided adequate mapping of the facilities that is compatible with the City's GIS mapping system.
4. Fire lanes are accepted by the Fire Chief.
5. ~~The secondary access plan, while land acquisition in place, is provided with the Phase 1B Site Plan application. The secondary access to the facility is in place prior to the occupancy of the Apartment building referred to as Phase 1B.~~
6. The developer is responsible to correct any storm water nuisances that their development creates.
7. Adequate buffers are established between the development and neighboring properties
8. The developer cooperates with the City to resolve any nuisances that may result from this development.

Approval of the Site plan application for Phase 1A should come with the following contingencies:

1. All final utility plans (water, electric, sanitary and storm sewer) are provided to the City for review and approval prior to the commencement of any construction.
2. Any site improvements not part of this plan shall be approved by City staff at their sole discretion.
3. Storm water is not allowed to run on Bowman Rd. or anywhere else where it would cause a nuisance or damage. The developer is responsible for upsizing downstream culverts and installing additional erosion control measures if required.
4. This approval does not include Phase 1B. An additional Site plan application is to be submitted and approved by the City prior to beginning Phase 1B.

June 2017 PDD GDF  
Revised

# EXHIBIT E



**SITE PLAN**  
**RIVERWOOD EAGLES NEST LLC**



**TID #3 Priority Debt Obligations**

**TID #3 Priority Debt:**

**2012 Electric Revenue Bonds - \$2,305,000**

**2013 G.O. Notes - \$1,600,000**

**2014 G.O. Notes - \$850,000**

**2017 CDA Lease Revenue Bonds - \$13,575,000**

**Total TIF #3 - \$18,330,000 as of 01/01/2018**

**EXHIBIT**

**F**

SITE PLAN APPLICATION  
Wisconsin Dells, Wisconsin

EXHIBIT  
B

Version: February 27, 2013

Riverwood Eagle's Nest Phase 1 (a) and (b) Zoning Use

May 31, 2017

Zoning Definition	Independent Living Duplex	Assisted Living (RCAC)	Memory Care (CBRF)	Independent Living RCAC-Flex	Commons	Site and other
<b>3.2 Residence</b>						
3.4 two-family	Phase 1 (a) 26 total units in 13 buildings					
3.5 Multi-family				Phase 1 (b) 38 unit apartment building		
<b>3.6 Townhouse</b>						
4.2 Community		Phase 1 (a) 30 units	Phase 1 (a) 22 units			
4.7 Retirement Home					Phase 1 (a) Medical, rehabilitation, wellness and exercise facilities for use by all campus residents	
5.5 Overnight Lodging						Phase 1 (a) Condos and/or apartments owned by Riverwood Eagle's Nest to be made available to resident families and guests on a short term basis, primarily when visiting a resident
5.6 Resort						
6.1 Micro Brewery						
6.2 Restaurant		Phase 1 (a) Food preparation for resident and guest consumption	Phase 1 (a) Food preparation for resident and guest consumption		Phase 1 (a) Community coffee nook, food preparation for resident and guest consumption	
6.3 Tavern		Alcohol will not be sold to residents	Alcohol will not be sold to residents			
7.4 Convenience sales					Phase 1 (a) Community coffee nook	
Article 4 (P90) Wisconsin River Shoreland Buffer Overlay Dist.						Phases 1 (a) and 1 (b) Community coffee nook. These development standards will consider Section 19.953
12.9 Park						Phases 1 (a) and 1 (b) Park-like areas will be located throughout the campus. These areas will be

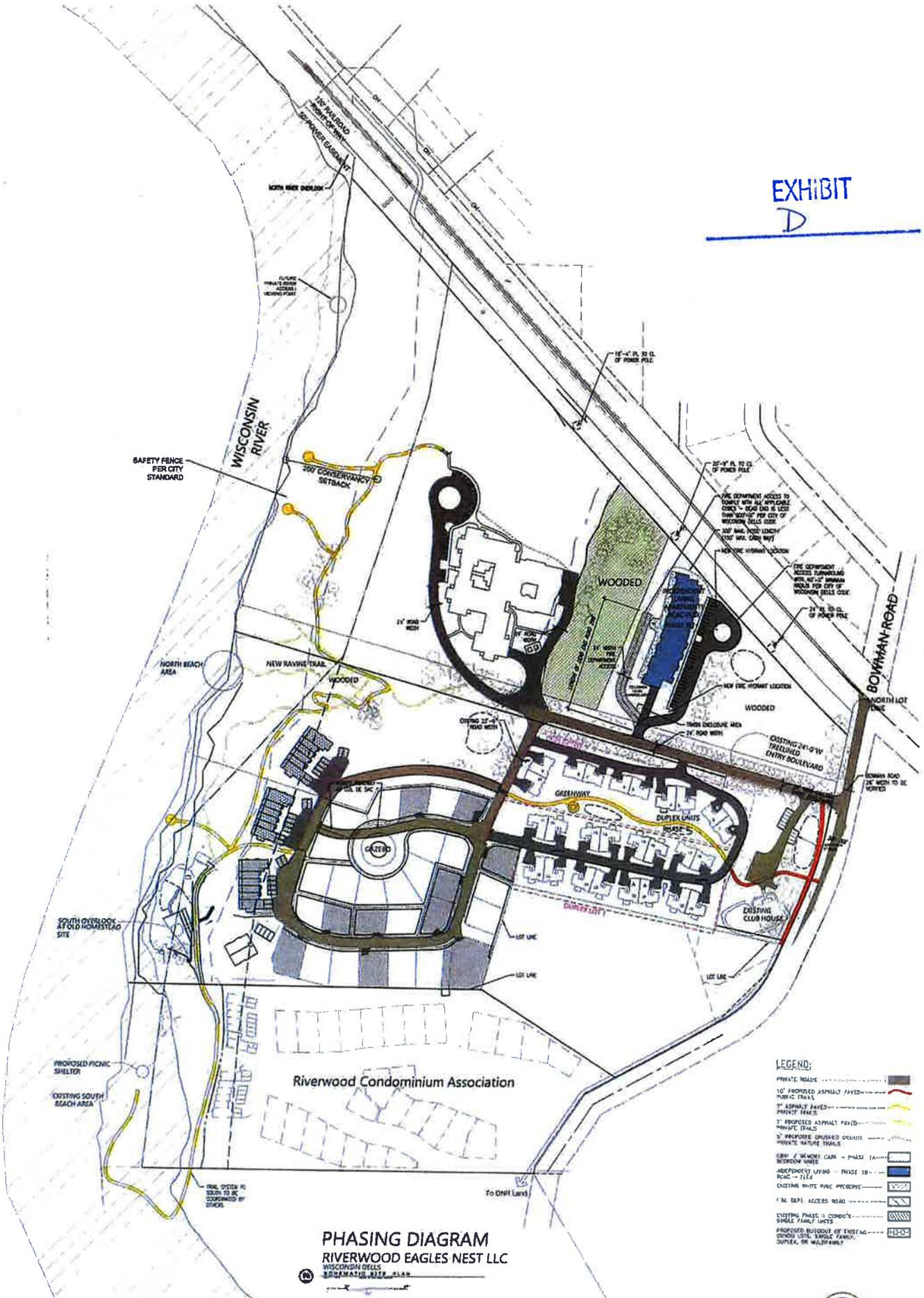
## SITE PLAN APPLICATION Wisconsin Dells, Wisconsin

						available to residents, guests and City residents using the path
12.10 Recreational trail						Phases 1 (a) and 1 (b)
12.11 Sports/Fitness		Phases 1 (a) and 1 (b) Recreation rooms	Phases 1 (a) and 1 (b) Recreation rooms			Phases 1 (a) and 1 (b) Senior-specific outdoors recreation and sports areas are included in the site design
13.5 Community Center						
13.6 Community Cultural facility						
13.7 Community Garden						Phases 1 (a) and 1 (b) On site gardens and nursery
13.9 Worship facility						
14.1 and 14.2 Health Care					Phases 1 (a) Clinical/exam rooms, waiting areas and rehabilitation areas are located in the commons facility. Doctors, nurses, rehabilitation and wellness services will be available to residents and (likely) community members. These areas will be operated by a third party medical provider.	
19.1 Artisan Shop						
20.5 Boat dock						Phases 1 (a) and 1 (b)
20.8 Fence						Phases 1 (a) and 1 (b)





**EXHIBIT  
D**



**PHASING DIAGRAM  
RIVERWOOD EAGLES NEST LLC  
WISCONSIN DELLS  
BRYAN, WISCONSIN**

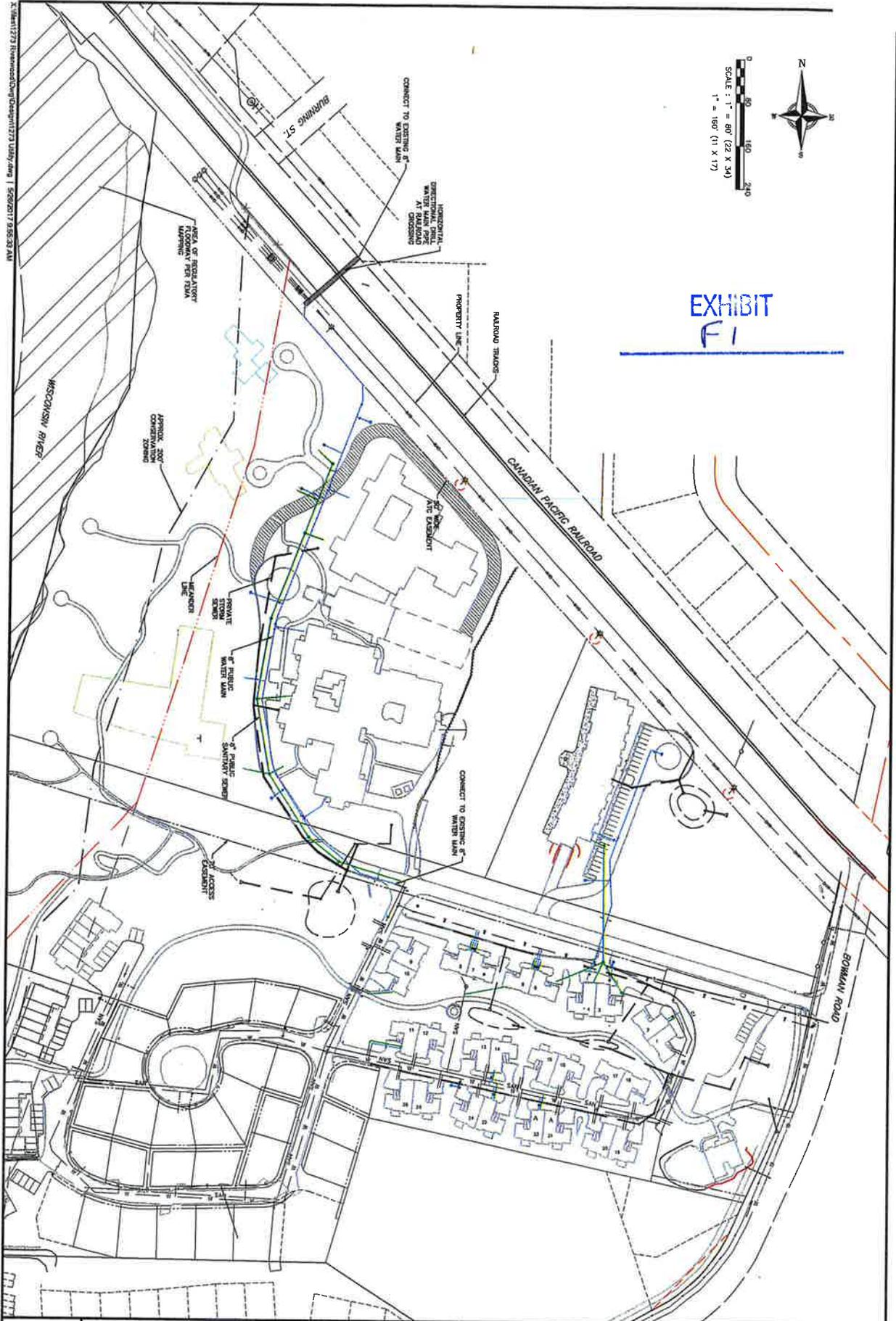
**LEGEND:**

PRIVATE ROAD	(Symbol)
10' PROPOSED ASPHALT PAVED PUBLIC TRAILS	(Symbol)
3" ASPHALT PAVED PRIVATE TRAILS	(Symbol)
2" PROPOSED ASPHALT PAVED PRIVATE TRAILS	(Symbol)
2" PROPOSED CRUSHED GRAVEL PRIVATE TRAILS	(Symbol)
1" IN. R&P ACCESS ROAD	(Symbol)
EXISTING PHASE 1 CONDO'S SINGLE FAMILY UNITS	(Symbol)
PROPOSED DEVELOPMENT OF EXISTING CONDOS INTO SINGLE FAMILY DUPLEXES OR TOWNHOMES	(Symbol)

**COMMUNITY LIVING SOLUTIONS**  
 2201 E. Enterprise Avenue  
 Suite 202 | Appleton, WI 54911  
 P 920-859-9344 | F 920-669-4343  
 communityliving.com

**Quorum Architects, Inc.**  
 1117 Wisconsin Avenue  
 Appleton, WI 54911  
 P 920-859-9344  
 www.quorumarchitects.com





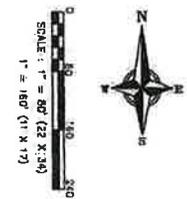
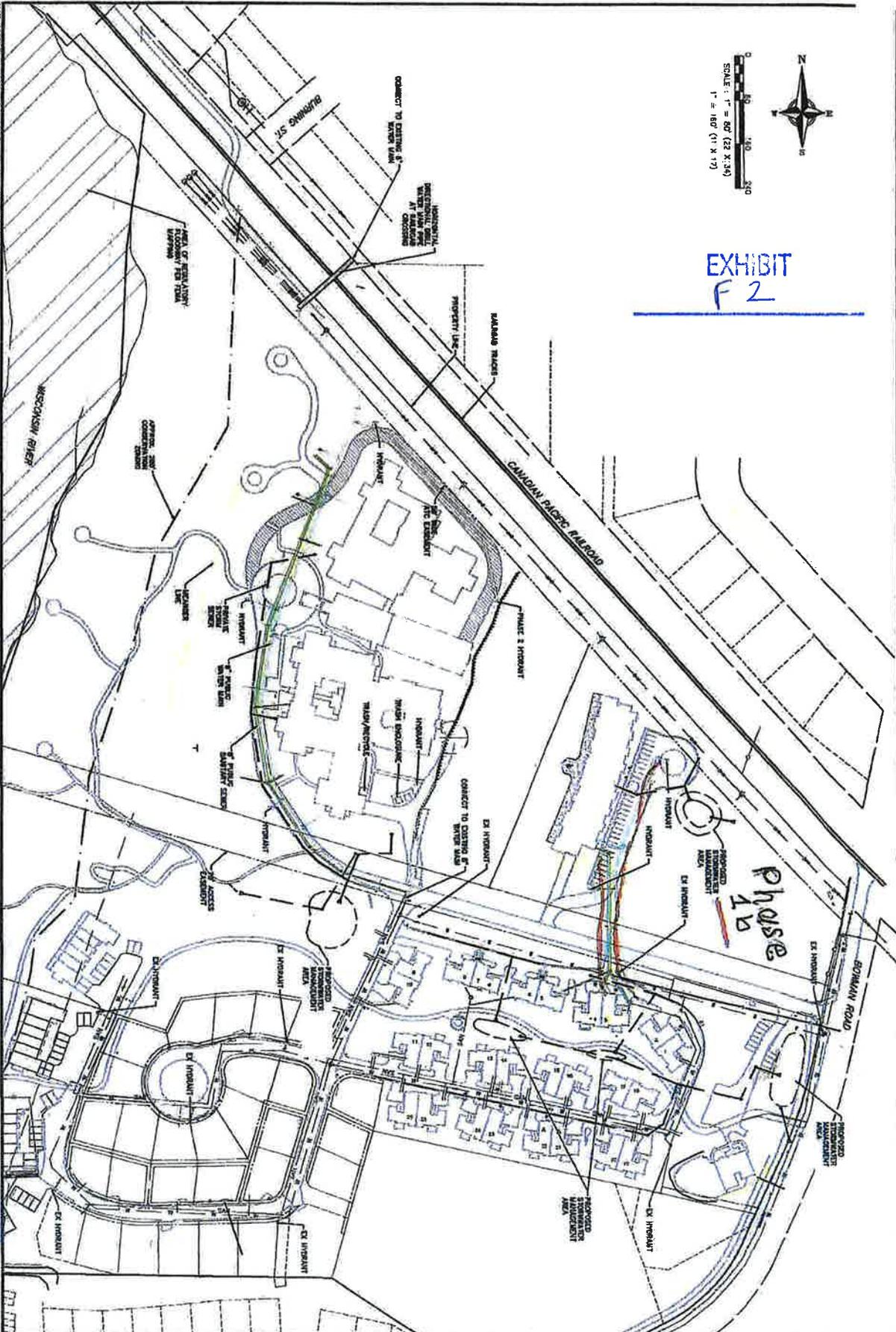
SCALE: 1" = 80' (22 X 34)  
 1" = 160' (11 X 17)

**EXHIBIT**  
**F1**

K:\Drawings\Riverwood\Design\1773 Utility.dwg | 5/26/2017 9:56:38 AM

<b>C400</b>	<b>RIVERWOOD DEVELOPMENT OVERALL UTILITY PLAN</b>	<b>PROFESSIONAL ENGINEERING</b> <small>LLC</small>	818 N Meadowbrook Ln Waukegan, WI 53597 phone (608) 849-9378 www.pe-wi.com	
			ISSUANCE/REVISION	DATE
WISCONSIN DELLS, WISCONSIN			DESIGN DEVELOPMENT	05-26-17

1:25000 (1" = 250' X 173)



**EXHIBIT F2**

<b>C400</b>	<b>RIVERWOOD DEVELOPMENT OVERALL UTILITY PLAN</b>	<b>PROFESSIONAL ENGINEERING LLC</b>	618 N Moscowbrook Ln Waunakee, WI 53597 phone (608) 849-9378 www.pe-wi.com	DATE	05-30-17
	WISCONSIN DELLS, WISCONSIN		DESIGN DEVELOPMENT	REVISION	DATE

Approval of the Phase 1B Site Plan should come with the following contingencies, which are to be considered additive to the contingencies from the November 2016 meeting (it should be clarified if these recommendations apply to the GDP and Phase 1A as well):

1. The utility easements within the facility do not hold the City responsible to repair any improvements above the utilities (i.e. pavement or landscaping)
2. Any public utilities within the development meet City standards, are approved by the City, and utility easements approved by the City are recorded.
3. Any underground facilities to be dedicated to the City are GPS and the City is provided adequate mapping of the facilities that is compatible with the City's GIS mapping system.
4. Fire lanes are accepted by the Fire Chief.
5. The developer is responsible to correct any storm water nuisances that their development creates.
6. Adequate buffers are established and/or maintained between the development and neighboring properties
7. The developer cooperates with the City to resolve any nuisances that may result from this development.
8. All final utility plans (water, electric, sanitary and storm sewer) are provided to the City for review and approval prior to the commencement of any construction.
9. Any site improvements not part of this plan shall be approved by City staff at their sole discretion.
10. Storm water is not allowed to run on Bowman Rd. or anywhere else where it would cause a nuisance or damage. The developer is responsible for upsizing downstream culverts and installing additional erosion control measures if required.

Additional recommendations recommended as part of the Phase 1B review.

1. Final Fire Hydrant locations are approved by the Fire Department
2. The developer shall provide final, written documentation of their right to install the new water main under the railroad tracks before a building permit is issued for the 3-story apartment building.
3. Occupancy of the building will not be granted unless all utilities (water, electric, sanitary and storm sewer, and storm water management) are installed and approved by the City.
4. Occupancy of the building will not be granted unless the water main loop is completed.
5. Parking stalls and drive aisles meet the City Zoning code standards (9'x19').
6. The developer shall not be eligible for any occupancy permits or incentive payments unless all construction is completed and accepted.

Chris Tollaksen  
City of Wis. Dells  
Planning & Zoning  
4/09/2018

EXHIBIT  
G

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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 April 9, 2018 meeting;

IT APPROVES the Site Plan application submitted by Riverwood Eagle's Nest LLC for construction of Phase 1B, a 38 unit 3-story independent living and RCAC-flex apartments, of their senior community development, at 103 Bowman Road with the following contingencies and recommendations:

1. The utility easements within the facility do not hold the City responsible to repair any improvements above the utilities (i.e. pavement or landscaping)
2. Any public utilities within the development meet City standards, are approved by the City, and utility easements approved by the City are recorded.
3. Any underground facilities to be dedicated to the City are GPS and the City is provided adequate mapping of the facilities that is compatible with the City's GIS mapping system.
4. Fire lanes are accepted by the Fire Chief.
5. The developer is responsible to correct any storm water nuisances that their development creates.
6. Adequate buffers are established and/or maintained between the development and neighboring properties
7. The developer cooperates with the City to resolve any nuisances that may result from this development.
8. All final utility plans (water, electric, sanitary and storm sewer) are provided to the City for review and approval prior to the commencement of any construction.
9. Any site improvements not part of this plan shall be approved by City staff at their sole discretion.
10. Storm water is not allowed to run on Bowman Rd. or anywhere else where it would cause a nuisance or damage. The developer is responsible for upsizing downstream culverts and installing additional erosion control measures if required.
11. Final Fire Hydrant locations are approved by the Fire Department
12. The developer shall provide final, written documentation of their right to install the new water main under the railroad tracks before a building permit is issued for the 3-story apartment building.
13. Occupancy of the building will not be granted unless all utilities (water, electric, sanitary and storm sewer, and storm water management) are installed and approved by the City.
14. Occupancy of the building will not be granted unless the water main loop is completed.
15. Parking stalls and drive aisles meet the City Zoning code standards (9'x19').
16. The developer shall not be eligible for any occupancy permits or incentive payments unless all construction is completed and accepted.

\_\_\_\_\_  
Edward E. Wojnicz, Mayor

Attest:

\_\_\_\_\_  
Nancy R. Holzem, City Clerk

Vote: \_\_\_ ayes; \_\_\_ nays \_\_\_ abstention

Date Introduced: May 21, 2018

Date Passed:

Date Published:

## **Staff Report**

### **Riverwood**

#### **Phase 1B Specific Site Plan (SSP) – 3-story apartment building.**

**City of Wis. Dells Plan Commission, 4/09/2018**

The City has received a Site plan application for the Specific Site Plan of Phase 1B of the Development. Phase 1B is the 38 unit 3-story Independent Living (IL)/RCAC-Flex apartments.

In November 2016 Riverwood Eagle's Nest, LLC had requested a zoning map change to re-zone the Riverwood Eagle Watch Condominiums and the associated Phase II and Phase III condominium expansion lands from R-5 Residential – multi-family to Planned Development District 2. The applicant would like to develop a 50+ senior living community that will provide independent living, assisted care, memory care, and medical services. The development will also include food, recreation, and wellness activities; as well as worship, meeting, and social areas. Overnight lodging will also be made available in the development for its resident families and guests.

Last year this development received approval of the General Development Plan and the Phase 1A Site plan. The current request will be in addition to the Phase 1A development that was approved last year. During the approval process for the GDP and the Phase 1A Site plan, the City Council chose not to include a requirement for a secondary emergency access. This condition was only one of several conditions recommended by the Plan Commission. It should be clarified that all the other recommended conditions apply to the GDP, Phase 1A, and Phase 1B and are listed as items 1-10 below.

Phase 1A consisted of one single story development containing: 30 Assisted Living unit, 22 Memory Care units, and 13 Independent Living duplexes (totally 26 apartment) with a Community Nook (coffee and grab-and-go food) and a Telemedicine Suite (clinical exam rooms, office space and waiting area).

It is also noted that a Developers Agreement was approved last year. This agreement was specifically for Phase 1A and did not include Phase 1B.

The application and plans submitted for Phase 1B appear to be almost identical to the information provided as part of the GDP. The City has never received more than preliminary utility plans for this development. It does not appear any significant progress has been made on the final utility or storm water plans. Any approval should be contingent on City staff approval of all finalized plans. Two of the main utility concerns are the looping of the water main to the area and the location of fire hydrants. The construction of a 3 story, senior apartment building raises these concerns even more. As such, no building permit will be issued to the developer until final utility plans have been approved by City staff. Final plans include all documentation of land rights for any part of the approved plan. It should also be clear, that any construction that is not completed per the approved plans, will be considered in violation of plan approval and not eligible for occupancy or incentive payments.

It is preferable for the City to have a completed Storm Water Management plan to review with the Site plan application. The developer has stated that the Storm water management plan for Phase 1A is not complete, and has provided only preliminary information about the Storm water plan. No additional Storm water plan information was provided for Phase 1B.

Initially, it was indicated that most storm water would flow directly from this site westerly to the Wisconsin River. As the storm water would not pass by or through any other property, it seemed adequate to allow the storm sewer system to be developed to DNR standards. There is some concern that the private roads could have frequent flooding and wash out issues due to the apparent increase in larger rain fall events recently. During the PDD review the City indicated it may require storm water

capacities around the roads in excess of State minimum requirements. It has also been stated that the developer intends to send a significant amount of its storm water east to cross Bowman Rd. and enter the wet-lands on the east side of Bowman Rd. The basic preliminary sketch of the storm water plan indicates that all of the storm water from the duplex development area will be directed towards Bowman Rd. and discharged just north of the Clubhouse. This water will run to an existing smaller culvert that crosses a private drive immediately south of the clubhouse. Another smaller culvert then carries the storm water from the private drive across Bowman Rd to the east toward the wetland. If the existing culverts are overcome with storm water, the developer will be responsible for up sizing these existing culverts. The culvert discharge on the east side of Bowman Rd appear to be on top of a significant hill that drops down to the wetland below. If erosion (or any other) storm water problems arise the developer will be responsible for installing additional rip rap or other erosion control measures.

Especially given that a full Storm water management plan has not been provided with the Site plan application, it should be made clear that all storm water facilities in this development are the responsibility of the developer. The developer is responsible to correct any storm water nuisances that this development may create. The developer has stated that their storm water management plan will control the 100 year storm event to pre-development levels.

There have already been storm water washout issues on Bowman Rd, so the City will require that the Bowman Rd crossing be designed to handle a high storm event. Historically, there have been storm water issues from the developed portion of the existing Phase II of the Riverwood development having an adverse effect on the original Phase I Riverwood development. These issues appear to have been privately corrected, but this development shall ensure that its storm water does not have an adverse effect on the property to the south, or any other property.

Generally, City owned main line water and sewer utilities are located within the road ROW. While the roads of this development will remain private, the developers intend to engineer and install the water and sewer utilities to City specifications and then turn those utilities over to the City with easements to allow City access to maintain the utilities. The details of these easements must be ironed out and may be applied to the existing utilities, some of which may not be located in the roadway. As such, the utility easements shall allow City vehicles access onto and through the property to access these easement. The City should not be liable for any surface damage that may occur when accessing the water, sewer, or other utilities for maintenance purposes. The City has made a significant investment in a GIS mapping system to accurately map all public utilities. Prior to dedicating the any underground facilities to the City, the developer has provide the City with accurately GPS maps of the facilities that is compatible with the new City mapping system.

As a standard issue with all new development, the City wants to ensure that proper buffers exist between the new development and existing properties. It appears the neighboring properties to the north and south would be the main concern. This development proposes duplexes neighboring the property to the south, which do not seem likely to create a nuisance. The apartments to the north would be more of a concern, but the RR row provides an additional approximately 150' set-back between the apartments and the neighboring residents. Still, efforts should be made to maintain as many of the existing mature trees as possible to retain a buffer, and additional buffering may be requested if deemed prudent by the City.

The 3-story building proposed for Phase 1B would appears more likely to affect the neighbors north of the RR tracks.

Approval of the Phase 1B Site Plan should come with the following contingencies, which are to be considered additive to the contingencies from the November 2016 meeting (it should be clarified if these recommendations apply to the GDP and Phase 1A as well):

1. The utility easements within the facility do not hold the City responsible to repair any improvements above the utilities (i.e. pavement or landscaping)
2. Any public utilities within the development meet City standards, are approved by the City, and utility easements approved by the City are recorded.
3. Any underground facilities to be dedicated to the City are GPS and the City is provided adequate mapping of the facilities that is compatible with the City's GIS mapping system.
4. Fire lanes are accepted by the Fire Chief.
5. The developer is responsible to correct any storm water nuisances that their development creates.
6. Adequate buffers are established and/or maintained between the development and neighboring properties
7. The developer cooperates with the City to resolve any nuisances that may result from this development.
8. All final utility plans (water, electric, sanitary and storm sewer) are provided to the City for review and approval prior to the commencement of any construction.
9. Any site improvements not part of this plan shall be approved by City staff at their sole discretion.
10. Storm water is not allowed to run on Bowman Rd. or anywhere else where it would cause a nuisance or damage. The developer is responsible for upsizing downstream culverts and installing additional erosion control measures if required.

Additional recommendations recommended as part of the Phase 1B review.

1. Final Fire Hydrant locations are approved by the Fire Department
2. The developer shall provide final, written documentation of their right to install the new water main under the railroad tracks before a building permit is issued for the 3-story apartment building.
3. Occupancy of the building will not be granted unless all utilities (water, electric, sanitary and storm sewer, and storm water management) are installed and approved by the City.
4. Occupancy of the building will not be granted unless the water main loop is completed.
5. Parking stalls and drive aisles meet the City Zoning code standards (9'x19').
6. The developer shall not be eligible for any occupancy permits or incentive payments unless all construction is completed and accepted.

Chris Tollaksen  
City of Wis. Dells  
Planning & Zoning  
4/09/2018

# 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
Receipt number	63803
Application number	SP 4-2018

**1. Applicant information**

Applicant name	Riverwood Eagle's Nest, LLC
Street address	103 Bowman Road
City	Wisconsin Dells
State and zip code	WI53965
Daytime telephone number	262 388-2418 or 608 829-3450
Fax number, if any	
E-mail, if any	mary@riverwoodlistens.com or steve@riverwoodlistens.com

**2. Subject property information**

Street address	103 Bowman Road, Wisconsin Dells, WI 53965	
Parcel number	11291-2200, 1903 & 11291-2200, 1902 (see attached language)	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)	PDD#2 with R-5 residential multi-family, refer to the zoning use table located at the end of this application for a detailed list of zoning uses for phases 1(b).	
Describe the current use	The parcels are currently vacant.	

**3. Proposed use. Describe the proposed use.**

<p>55 and over senior community that will provide assisted living, memory care and independent living apartments. Phase 1b will include 38 Independent Living (IL)/RCAC-Flex apartments. This will complement Phase 1 a, previously approved, that includes 30 Assisted Living (AL) units, 22 Memory Care (MC) units and 13 Independent Living duplexes (IL) (totaling 25 apartments) with a Community Nook (coffee and grab-and-go food) and a Telemedicine Suite (clinical exam rooms, office and waiting areas).</p>	
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**4. Operating conditions. For non-residential uses, describe anticipated operating conditions (hours of operation, conditions that may affect surrounding properties, etc.)**

<p>Phase 1(b) will provide 38 Independent Living(IL) RCAC-Flex apartments and will utilize the amenities of Phase 1(a) previously approved. Phase 1 (a) will consist of a Community Nook (coffee and grab-and-go food) and a Telemedicine Suite (clinical exam rooms, lab, office space and waiting area. Additional activities that promote wellness, recreation, art and other activities that enhance a healthy lifestyle will be available. These non-residential uses are primarily for the resident families and guests but will be open to the community. Condos and/or apartments owned by Riverwood Eagle's Nest will be available for families and guests on a short term basis, primarily when visiting a resident. Park-like areas, gardens, a small nursery and trails will be available to residents and their guests.</p>	
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# SITE PLAN APPLICATION

## Wisconsin Dells, Wisconsin

Version: February 27, 2008

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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.

Riverwood is designed as a 55 plus senior community with a 15 mile/ speed limit. As an active lifestyle community, it is designed to promote safety and the aesthetics of the property with paths and trails to take advantage of the woods, natural elevations, beauty and native wildlife that can be found on the site. Lighting will be limited and placed to ensure the safety of the residents as they walk, bike or use golf carts throughout the site.

# 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  
Quality senior housing is needed in the community and the 38 Independent Living(IL)/RCAC Flex apartments units are designed to ensure more green space and to maintain the current vegetation and natural aesthetic beauty of the site. When compared with traditional Senior complexes that include Assisted Living, Memory Care and Independent Living units, Riverwood is considered very low density and is appropriate to the surrounding neighborhood
- b. Effects of the project on traffic safety and efficiency and pedestrian circulation, both on-site and off-site  
On site, the entire project will have a 15 mile/hour speed limit. Infrastructure improvements of pathways for bicycles, golf carts and pedestrians as well as improved roadways will allow for safe movement throughout the property. Signage, lighting, landscaping and fencing will also be incorporated to support this. There is predicted to be some increase in traffic along Bowman Road. Plans by the City to clearly mark areas for biking and golf carts to access the downtown Dells should serve to promote safety along the corridor.
- c. Effects of the project on the natural environment  
As part of Riverwood's philosophy, building placement complements the current vegetation and topography. The buildings were sited to ensure that mature trees remain in place. An arborist was retained to preserve the mature native species, to remove invasive species and to reintroduce native species once found in the environs of Wisconsin Dells and to help design an on-site nursery that will be managed by our residents. Both the 24 foot roads and the underground parking will help to limit impervious surfaces, reduce runoff and keep vegetation intact.
- d. Effects of the project on surrounding properties, including operational considerations relating to hours of operation and creation of potential nuisances  
The project will have a minimal effect on surrounding properties as the activities are designed for the benefit of the residents and their guests. It should also serve to enhance the ability of neighbors from surrounding properties to enjoy the natural beauty and wildlife of the area. Given the topography that defines the property, the primary group affected are the current condominium owners who have been kept informed and are supportive of the improvements.
- e. The overall appearance of the project  
The Riverwood project is designed to complement the incredible beauty of the property and to keep and incorporate the North woods feel created by the large white pines and mature hardwoods found throughout the property. Great efforts have been made to set the buildings in a manner that complements the natural setting. Some critical design elements include log home-like features and river stone accents of all facilities as well as the use of natural colors that complement the trees and open spaces.
- 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,

# SITE PLAN APPLICATION

## Wisconsin Dells, Wisconsin

Version: February 27, 2008

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.

Yes, landscaping for the project will continue the existing "Up North" design that incorporates stone and white pines with the addition of native plants and shrubs unique to the Dells 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.

The open space for the property will far exceed the 30% requirement.

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

The common areas available to residents in Phase 1(b) will include the use of trails and paths, park-like nature areas, a small native nursery and garden in addition to the use of the existing Clubhouse and current swimming pool.

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.

The recreation and leisure amenities are not located within 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

The project is in compliance with this requirement.

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.

The 38 unit Independent Living (IL)/RCAC Flex apartment building will have an outside trash area located near

# SITE PLAN APPLICATION Wisconsin Dells, Wisconsin

Version: February 27, 2008

the southwest entrance to the underground parking that is designed according to the requirements listed above.

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.

*Mary Panzer*  
Applicant Signature

*April 2, 2018*  
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.

# SITE PLAN APPLICATION Wisconsin Dells, Wisconsin

Version February 27, 2009

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## Supplementary Information for Parcel Numbers:

To make this more clear because there are neighboring parcels with similar names, this POD Application is intended to apply to two parcels of land:

1. The former DYO, LLC land, with a tax key number of 11291-2200.1903, immediately south of the railroad tracks ("Dye Parcel"), which is owned by Applicant, and
2. The parcel south of that, which was described as the Phase II Expansion Land to the Riverwood Eagle's Nest Condominium ("Phase II Land") owned by Applicant, and which has a tax key number of 11291-2200.1902

The Riverwood Condominium Association (phase 1) is not affected by this Application.

Applicant also owns more than 76% of the Units in Riverwood Eagle Watch Condominium ("Eagle Watch Condominium"), and therefore has the ability on behalf of the Riverwood Eagle Watch Condominium, to grant easements through the common elements of the Eagle Watch Condominium, if required to meet the POD requirements.

This application is for a POD overlay on the Dye Parcel and Phase II Land, and any related easements through the common areas of the Eagle Watch Condominium, as well as any use changes applying to the particular Eagle Watch Condominium units owned by Applicant which are needed to meet the POD requirements.

See attached sheet for legal description and tax key numbers.

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# SITE PLAN APPLICATION Wisconsin Dells, Wisconsin

Version: February 27, 2008

## 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 1 1/2 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.

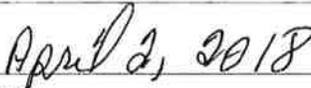
If remaining monies in the cash account are insufficient to pay for current and reasonably anticipated eligible costs, the applicant agrees to deposit additional monies into the cash account in an amount as set by the zoning administrator. If the principal amount of the irrevocable letter of credit is 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.

  
Applicant Signature

  
Date

# SITE PLAN APPLICATION Wisconsin Dells, Wisconsin

February 27, 2017

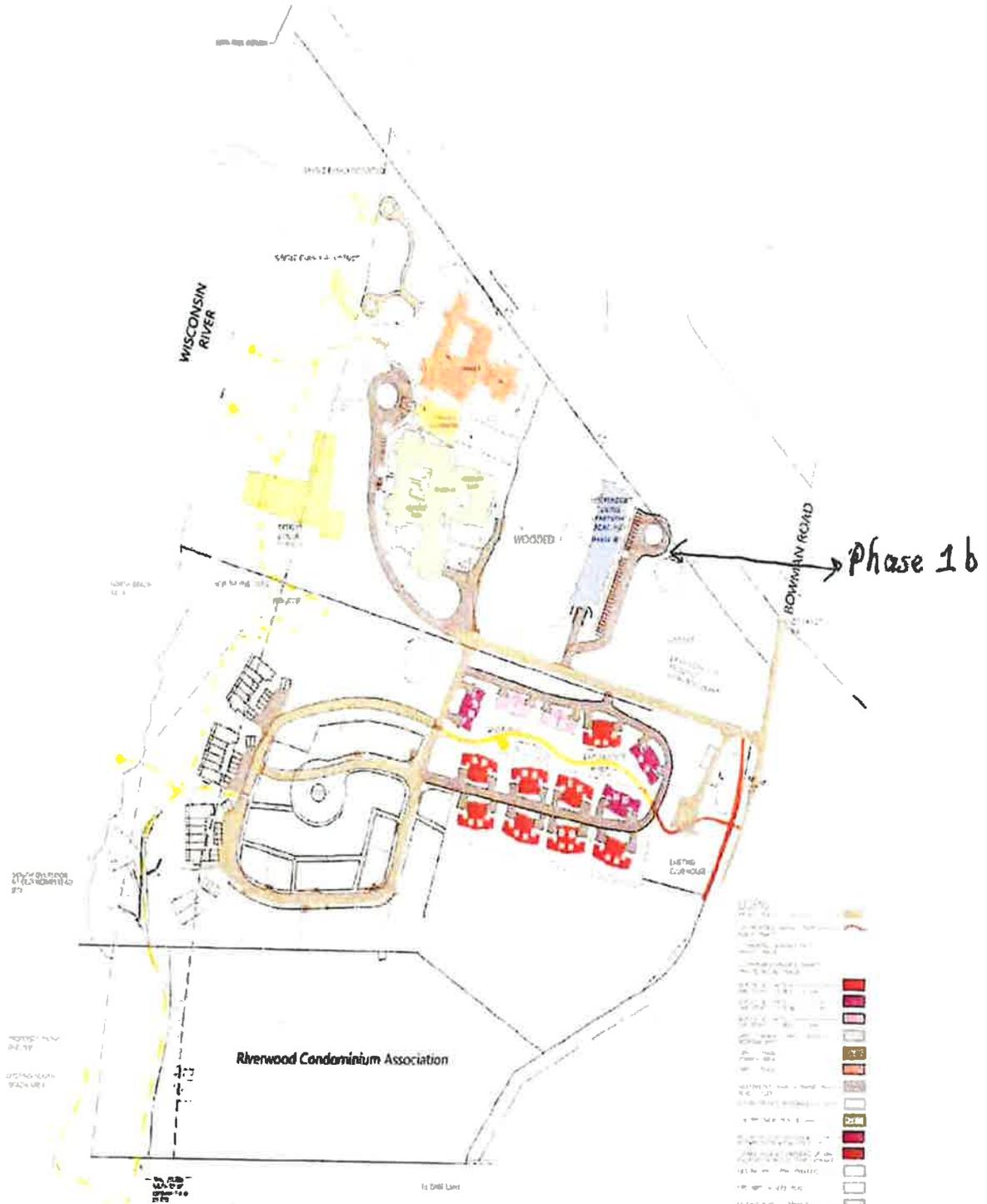
## Riverwood Eagle's Nest Phase 1 (a) and (b) Zoning Use

May 31, 2017

Zoning Definition	Independent Living Duplex	Assisted Living (RCAC)	Memory Care (CBRF)	Independent Living RCAC-Flex	Commons	Site and other
3.2 Residence						
3.4 two-family	Phase 1 (a) 26 total units in 13 buildings					
3.5 Multi-family				Phase 1 (b) 38 unit apartment building		
3.6 Townhouse						
4.2 Community		Phase 1 (a) 30 units	Phase 1 (a) 22 units			
4.7 Retirement Home					Phase 1 (a) Medical, rehabilitation, wellness and exercise facilities for use by all campus residents	
5.5 Overnight Lodging						Phase 1 (a) Condos and/or apartments owned by Riverwood Eagle's Nest to be made available to resident families and guests on a short term basis, primarily when visiting a resident
5.6 Resort						
6.1 Micro Brewery						
6.2 Restaurant		Phase 1 (a) Food preparation for resident and guest consumption	Phase 1 (a) Food preparation for resident and guest consumption		Phase 1 (a) Community coffee nook, food preparation for resident and guest consumption	
6.3 Tavern		Alcohol will not be sold to residents	Alcohol will not be sold to residents			
7.4 Convenience sales					Phase 1 (a) Community coffee nook	
Article 4 (P90) Wisconsin River Shoreland Buffer Overlay Dist.						Phases 1 (a) and 1 (b) Community coffee nook. These development standards will consider Section 19.953
12.9 Park						Phases 1 (a) and 1 (b) Park-like areas will be located throughout the campus. These areas will be

## SITE PLAN APPLICATION Wisconsin Dells, Wisconsin

						available to residents, guests and City residents using the path
12.10 Recreational trail						Phases 1 (a) and 1 (b)
12.11 Sports/Fitness		Phases 1 (a) and 1 (b) Recreation rooms	Phases 1 (a) and 1 (b) Recreation rooms			Phases 1 (a) and 1 (b) Senior-specific outdoors recreation and sports areas are included in the site design
13.5 Community Center						
13.6 Community Cultural facility						
13.7 Community Garden						Phases 1 (a) and 1 (b) On site gardens and nursery
13.9 Worship facility						
14.1 and 14.2 Health Care					Phases 1 (a) Clinical/exam rooms, waiting areas and rehabilitation areas are located in the commons facility. Doctors, nurses, rehabilitation and wellness services will be available to residents and (likely) community members. These areas will be operated by a third party medical provider.	
19.1 Artisan Shop						
20.5 Boat dock						Phases 1 (a) and 1 (b)
20.8 Fence						Phases 1 (a) and 1 (b)



Riverwood Condominium Association

**SITE PLAN**  
**RIVERWOOD EAGLES NEST LLC**





Phase 1b







**PARKING COURTES**

SURFACE LOT	30 STALLS INCLUDING 2 ADA STALLS
LOWER LEVEL	44 STALLS INCLUDING 3 ADA STALLS
TOTAL	74 STALLS INCLUDING 5 ADA STALLS

**PHASE 1B SQUARE FOOTAGES**

FIRST LEVEL	20,082 S.F.
SECOND FLOOR	21,570 S.F.
THIRD FLOOR	21,570 S.F.
TOTAL GROSS S.F.	63,222 S.F.

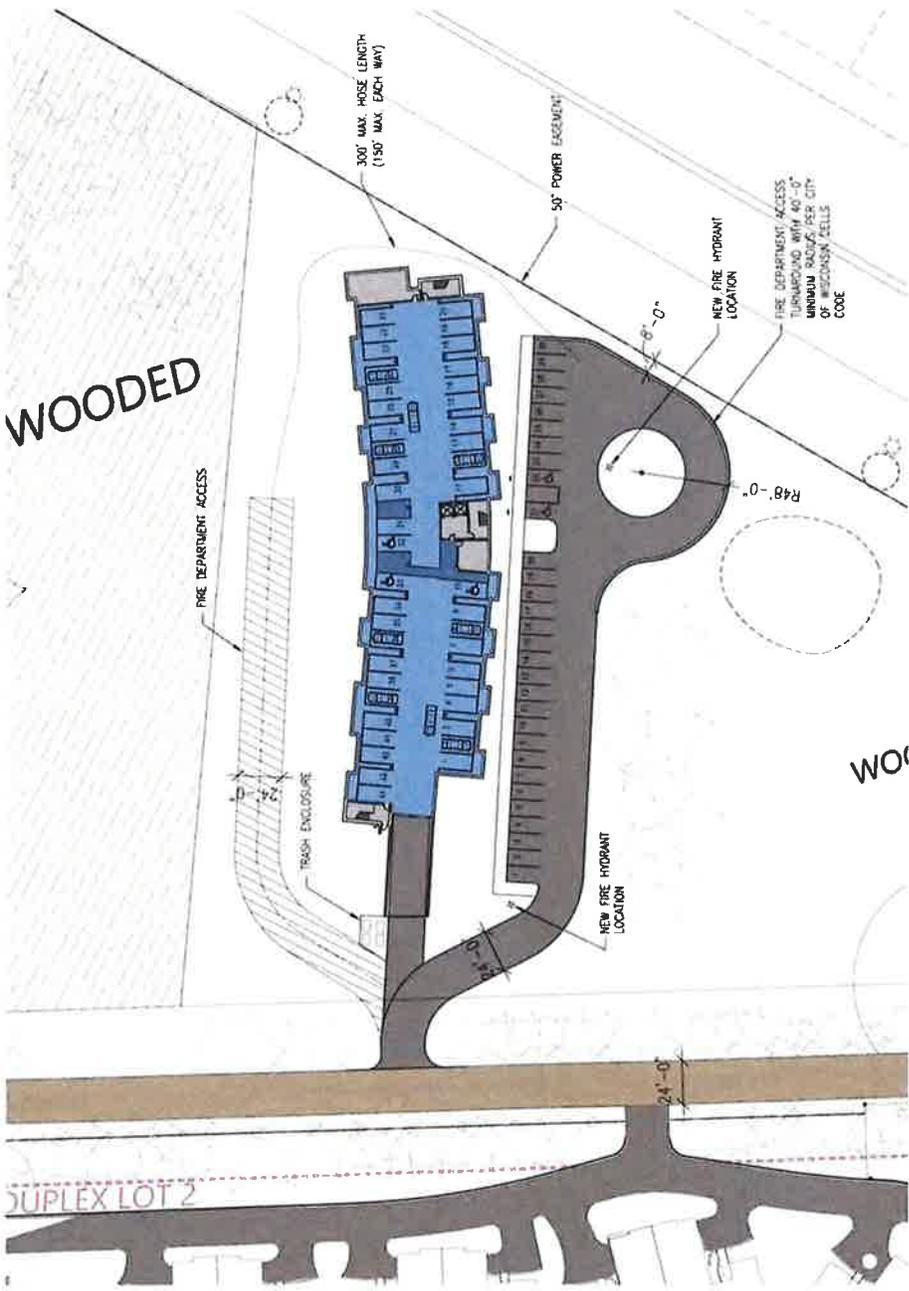
SEE STAIR AND HALL FLOOR SQUARE FOOTAGES INCLUDED FOR PUBLIC WALK AND FRONT YARD.

**PHASE 1B - INDEPENDENT LIVING  
APARTMENTS RCAC-FLEX**

**RIVERWOOD EAGLES NEST LLC**  
WISCONSIN DELLS  
FIRST FLOOR PLAN



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PARKING COURTS	50 STALLS INCLUDING SURFACE LOT
LOWER LEVEL:	44 STALLS INCLUDING 3 ADA STALLS
TOTAL:	74 STALLS INCLUDING 5 ADA STALLS

PHASE 1B SQUARE FOOTAGES:	
LOWER LEVEL	20,187 S.F.
FIRST FLOOR	20,083 S.F.
SECOND FLOOR	21,570 S.F.
THIRD FLOOR	21,570 S.F.
TOTAL GROSS S.F.	83,385 S.F.

NOTE: SECOND AND THIRD FLOOR SQUARE FOOTAGES DO NOT INCLUDE PUBLIC WALKWAY AND PARKING AREAS.

**PHASE 1B - INDEPENDENT LIVING  
APARTMENTS RCAC-FLEX**  
RIVERWOOD EAGLES NEST LLC  
WISCONSIN DELLS  
LOWER LEVEL PLAN



150381723 RiverwoodDevelopment-1223 10/14/14 | 5/20/2017 2:55:44 PM



SCALE 1" = 50' (22 X 34)  
1" = 100' (11 X 17)

C400

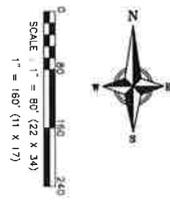
**RIVERWOOD DEVELOPMENT  
OVERALL UTILITY PLAN**  
WISCONSIN DELLS, WISCONSIN



619 N Meadowbrook Ln  
Waunakee, WI 53597  
phone (808) 849-9378  
www.pe-wi.com

ISSUANCE/REVISION	DATE
DESIGN DEVELOPMENT	05-30-13

C:\river1273 Riverwood\DWG\Design\1273 Utility.dwg | 5/26/2017 9:29:33 AM



<b>C400</b>	<b>RIVERWOOD DEVELOPMENT OVERALL UTILITY PLAN</b>	<b>PROFESSIONAL ENGINEERING LLC</b>	818 N Meadowbrook Ln Wauwaukee, WI 53597 phone (908) 849-9378 www.pe-wi.com						
	WISCONSIN DELLS, WISCONSIN		<table border="1" style="width: 100%;"> <thead> <tr> <th>ISSUED/REVISION</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>DESIGN DEVELOPMENT</td> <td>05-26-17</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	ISSUED/REVISION	DATE	DESIGN DEVELOPMENT	05-26-17		
ISSUED/REVISION	DATE								
DESIGN DEVELOPMENT	05-26-17								

CITY OF WISCONSIN DELLS  
RESOLUTION NO. \_\_\_\_\_

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the Public Works Committee from their May 14, 2018 meeting, and the Finance Committee from their May 21, 2018 meeting;

IT APPROVES the Eddy Street Café Area Exclusive Use Agreement with San Antonio Mexican Restaurant for exclusive use of a café zone area in front of 740/742 Eddy Street.

\_\_\_\_\_  
Edward E. Wojnicz, Mayor

\_\_\_\_\_  
Nancy R. Holzem, City Clerk

Vote: \_\_\_\_\_ ayes; \_\_\_\_\_ nays  
Date Introduced: May 21, 2018  
Date Passed:  
Date Published:

**CITY OF WISCONSIN DELLS  
EDDY STREET CAFÉ AREA  
EXCLUSIVE USE AGREEMENT**

This Eddy Street Café Area Use Agreement is by and between the City of Wisconsin Dells (“City”), and San Antonio Mexican Restaurant (User).

**RECITALS:**

- A. City of Wisconsin Dells has installed permanent café areas in the Eddy Street right-of-way.
- B. User operates a dining establishment located at 740/742 Eddy Street which is adjacent to Café Area on the East Side of Eddy Street which is located as depicted in Exhibit A attached.
- C. User has requested the City’s permission to utilize and maintain furniture, fixtures and equipment in the designated café area; and to provide table service of food and beverages to customers in the designated café area.
- D. This Agreement establishes the party’s respective rights and obligations regarding user’s use of the designated Eddy Street Café area.

**AGREEMENT**

- 1. User is granted a non-exclusive right to use the designated Eddy Street café area in connection with its food and beverage establishment.
- 2. The area may be used by User between the following dates: \_\_\_\_\_ and \_\_\_\_\_.
- 3. User and its patrons will make use of the public furnishings, fixtures and equipment (FF&E) installed in the café area.

4. User shall pay compensation for this non-exclusive use in the amount of \$\_\_\_\_\_ on or before April 1. Compensation shall be as follows: \$5.00/square foot of the area used; and, a contribution to the cost of the FF&E as determined by the City.

5. The following conditions are attached to this Privilege Agreement:

- a. User shall be responsible for the prompt and satisfactory disposal of waste and trash; and, cleaning and sweeping; and assuring that FF&E in the ROW does not impede or interfere with pedestrian or motor vehicle traffic.
- b. User shall restrict and regulate the volume of noise and amplified sound which shall be for ambiance only, not promotion or advertising.
- c. Food and beverage service in the area shall be available only when user's business is open for interior food and beverage service. Smoking is not allowed.
- d. Site specific signage approved by the Design Review Committee may be installed.
- e. The provisions of City Code Sec. 19.907 "Sidewalk Café" apply and are incorporated by reference.
- f. Site specific conditions: \_\_\_\_\_
- g. City may impose additional conditions based upon operations and experience.

6. User may sell and serve, but not dispense, alcohol beverages in the designated area provided that:

- a. The area is included in the premises' description of User's Class B license.
- b. User acts reasonably to monitor and prevent underage consumption; and
- c. User acts reasonably to monitor and prevent nuisance behavior and conduct associated with alcohol beverage availability and consumption.
- d. Hours: between 11:00 a.m. to 10:00 p.m.
- e. Signage shall provide adequate notice of hours.

7. User is responsible for all damages to persons or property by reason of or connected to the use of the area and shall indemnify, defend and hold harmless the City and provide insurance and proof of insurance as follows:

The user shall be liable to and shall indemnify, defend and hold harmless the City, and its officers, officials, agents and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents, or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons arising from, in connection with, caused by or resulting from the acts or omissions of the user or its officials, officers, agents,

employees, assigns, guests, invitees, sublessees or subcontractors, in the performance of this Agreement.

8. The City may terminate this Agreement at any time if the City determines in its sole discretion that public necessity and convenience require termination. The City may terminate the Agreement as follows:
  - a. in an emergency, immediately and without notice; or
  - b. in a non-emergency, by notice provided not less than five (5) days before termination.
9. User shall be responsible for all costs and expenses associated with its non-exclusive use of the designated area including, without limitation, cleaning and sweeping and the repair and maintenance of its furniture, fixtures and equipment in the area.
10. If User does not adequately maintain the area or fails to remove its property from the area the City may act as it deems necessary and at User's expense which, if not paid, may be levied and collected, without notice, as a special charge against the user's property pursuant to Wis. Stat. sec. 66.0627.
11. This agreement evidences a non-exclusive use granted by the City and does not create or confer upon User any vested property rights.
12. User may not assign or transfer this privilege without the City's consent.
13. User explicitly acknowledges and agrees that:
  - a. no property right is conferred by this Agreement for the use of the Eddy Street Café area.

- b. City is not empowered to grant permanent or perpetual use of the right-of-way for private purposes.
  
- c. City may order the locations and/or uses within the right-of-way to cease and desist if, for any reason, the City determines the right-of-way is needed for a public use and should be cleared of any and all obstructions; and User shall not be entitled to any compensation should the City elect to do so.

**CITY OF WISCONSIN DELLS**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Edward E. Wojnicz, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Nancy Holzem, Clerk/Administrative  
Coordinator

**USER**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

05/11/2018

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the City Plan Commission from their May 14, 2018 meeting;

To APPROVE the application for a Conditional Use Permit submitted by Luis Martinez in order to allow Outdoor Commercial Food & Beverage Service and a Walk-up Service Window at parcel 11291-140-01, 742 Eddy Street, with the following contingencies:

1. Operator maintains a clear path for pedestrian traffic around the walk-up service window.
2. Operator maintains the sidewalks in front of their businesses and cleans up litter associated with their business from the surrounding area.
3. Operator assists with emptying sidewalk garbage can if necessary.
4. Applicant complies with any concerns from the fire department.
5. There is no "barking" or calling out from the booth to people on the sidewalk or street.

\_\_\_\_\_  
Edward E. Wojnicz, Mayor

Attest: \_\_\_\_\_  
Nancy R. Holzem, City Clerk

Vote: \_\_\_\_\_ ayes and \_\_\_\_\_ nays  
Date Introduced: May 21, 2018  
Date Passed:  
Date Published:

# 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	<b>\$525.00</b>
Receipt number	_____
Application number	_____

**1. Applicant information**

Applicant name Luis A Martinez  
 Street address 742 Eddy St  
 City Wisconsin Dells  
 State and zip code WI 53965  
 Daytime telephone number 608 448-8165 cell.  
 Fax number, if any 608 254-5798  
 E-mail, if any Verossy-Olivares@hotmail.com

**2. Subject property information**

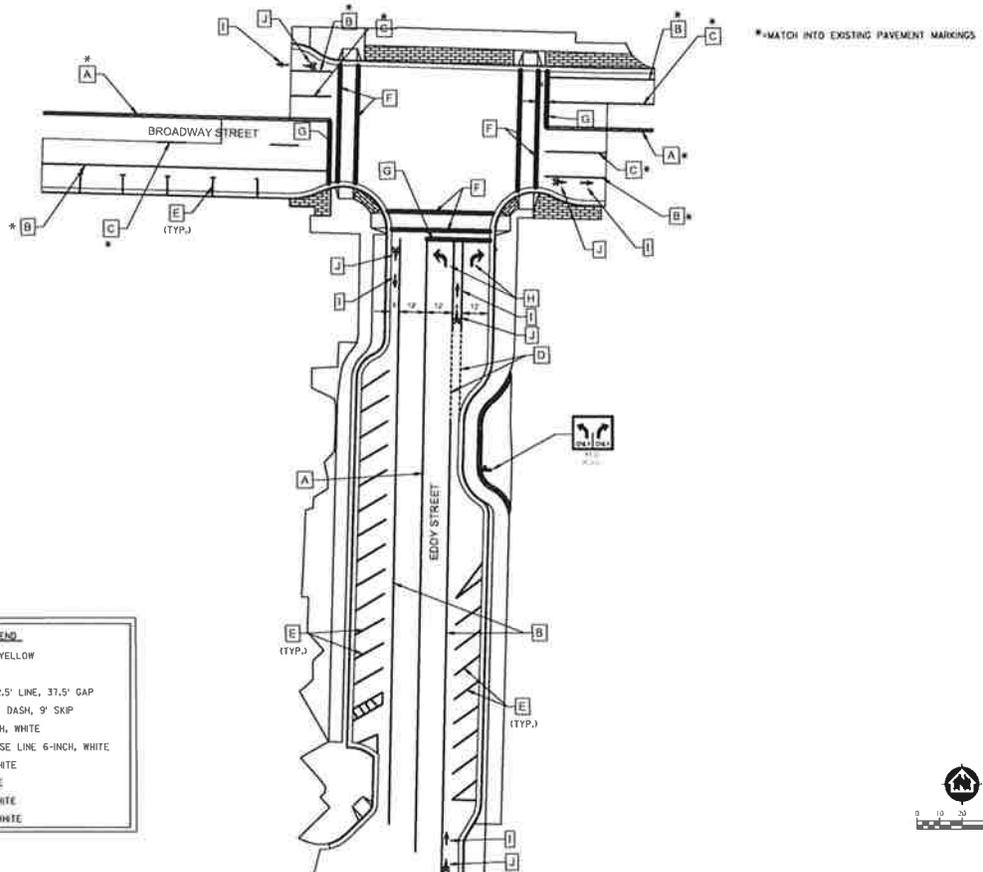
Street address	<u>742 Eddy St Wisconsin Dells WI 53965</u>
Parcel number	<small>Note: the parcel number can be found on the tax bill for the property or may be obtained from the City.</small>
Current zoning classification(s)	
Describe the current use	<u>Dining Restaurant</u>

**3. Proposed use.** Describe the proposed use.

Walk up Serving window

- Mexican Snacks
- Mexican Ice Cream
- corn on the cob.
- Mexican waters

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



PAVEMENT MARKING LEGEND	
A	MARKING LINE EPOXY 4-INCH, DOUBLE YELLOW
B	MARKING LINE EPOXY 4-INCH, WHITE
C	MARKING LINE EPOXY 4-INCH, WHITE, 12.5' LINE, 37.5' GAP
D	MARKING LINE EPOXY 4-INCH, WHITE, 3' DASH, 9' SKP
E	MARKING PARKING STALL EPOXY, 4-INCH, WHITE
F	MARKING CROSSWALK EPOXY TRANSVERSE LINE 6-INCH, WHITE
G	MARKING STOP LINE EPOXY 12-INCH, WHITE
H	MARKING ARROW EPOXY, TYPE 2, WHITE
I	MARKING ARROW EPOXY, BIKE LANE, WHITE
J	MARKING SYMBOL EPOXY, BIKE LANE, WHITE


**MSA**  
 MARKING & SIGNAGE  
 1412 South Parkland Road, #1141  
 Madison, WI 53704  
 Phone: 608.261.8800 Fax: 608.261.8801  
 Web: www.msa.com

2018 EDDY STREET RECONSTRUCTION  
 CITY OF WISCONSIN DELLS  
 COLUMBIA COUNTY, WISCONSIN

PERMANENT SIGNING AND PAVEMENT MARKINGS  
 00055030  
 012

Staff Comment  
San Antonio  
Walk-up Service Window/Outdoor food service  
Plan Commission 05/14/18

The City has received an application from Luis Martinez to install a Walk-up service window in an existing window at the San Antonio restaurant at 742 Eddy St. The applicant intends to sell food and beverages such as Mexican snacks, Mexican Ice Cream, corn on the cob, and Mexican waters from the building to people standing on the sidewalk. This request is part of a larger re-model of the restaurant and rebuilding of the street and sidewalk which will also make room for a sidewalk café dining area.

The walk-up service window requires a Conditional Use Permit to be granted by the City Council, following a Public Hearing at the Plan Commission. The Sidewalk Café does not require Council approval, and only requires approval from the Design Review Committee. The DRC approved the Walk-up Service Window and the Outdoor seating at their 05/02/2018 meeting. The applicant will return with a more detailed fence design for approval from the DRC on 05/16/18.

The café zone will have a fence surrounding the entire area. The applicant would like the final fence design to include the ability to create a sun-screen and will come back with a final design request. It seems reasonable to expect the design to be very similar to the fencing installed around the Riverfront, with the taller posts used to support an outdoor blind rather than string lighting. The applicant has included photos on the furnishings they intend to use for the outdoor seating. The chairs were selected to try and match the composite slates used on the Broadway benches.

The walk-up service window will involve replacing an existing window with an operable window. This will allow the applicant to serve customers standing outside on the public sidewalk. Due to the expanded sidewalk in this area, created by removing parking stalls as part of the street reconstruction, there should be at least 6 ft of sidewalk space behind a person being served at the window.

Approval of this permit should come with the following conditions:

1. The operator maintains a clear path for pedestrian traffic around their Walk-up service window.
2. The operator maintains the sidewalks in front of their businesses, and cleans up litter associated with their business from the surrounding area.
3. The operator assists with emptying sidewalk garbage can if necessary.
4. The applicant complies with any concerns from the fire department.
5. There is no "barking" or calling out from the booth to people on the sidewalk or street.

Prepared by: Chris Tollaksen

 SAN ANTONIO   
**MEXICAN RESTAURANT**



 SAN ANTONIO   
**MEXICAN RESTAURANT**

Service  
Window  
←  
X





## 275 Single Panel Slider

The popular 275 model is both functional and economical. It features a fixed panel and an operable panel for high visibility. Operating system is located in the header to keep the service area clear. Customizable to different heights/widths.

This versatile window is ideal for many applications including: food service, healthcare, parks and rec, ticket booths, distribution centers, and more.

### Choose your mode of operation

#### MANUAL OPEN / SELF CLOSE

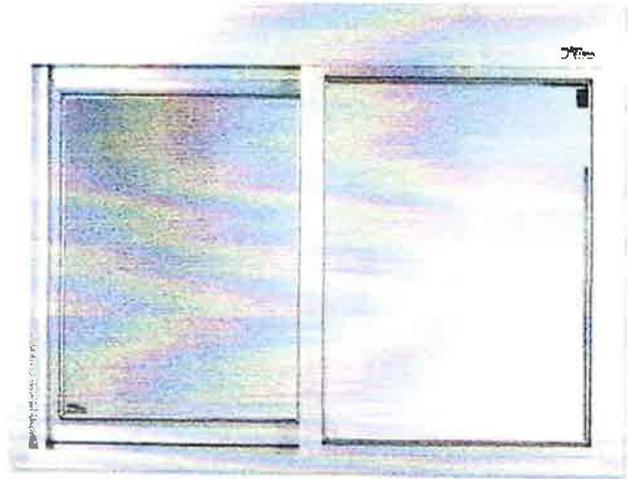
Manual open, with patented hands-free gravity close. Economical and easy to maintain.

#### MANUAL OPEN / ELECTRONIC RELEASE (MOER)

Electronic (remote) "hold open" feature paired with a presence sensor offers the control of manual open with a gravity-fed close that won't release while interacting with customers. Hands free interaction that is easy to maintain.

#### ELECTRIC

Fully automatic electric for hands free open & close



Picture courtesy of Ready Access. Photo by Ready Access.

### STANDARD SIZES

- 47 1/2" W x 43 1/2" H (19" W x 35" H service opening)
- 47 1/2" W x 35 3/4" H (19" W x 27" H service opening) (15" west coast restricted service opening also available)\*
- 35 3/4" W x 35 3/4" H (13 1/2" W x 27" H service opening)\* (Manual open/ Self Closing and M.O.E.R. only)

\* Meets CA restricted opening requirement—under 432 square inches

### STANDARD FEATURES:

- Anodized aluminum extrusions and stainless steel combine to give you an attractive window that will not rust, pit or weather.
- Fully assembled, pre-glazed and ready to install.
- 1/4" Clear Tempered Glass
- Dark Bronze or Clear Anodized Aluminum
- Self latches every time it closes. Also includes a thumb turn lock, and night locking bar.
- Track free bottom sill provides for a contaminant free surface. Angled toward outside for drainage toward exterior.
- One year parts & labor limited warranty.
- On-staff tech support / stocked parts / nationwide network of service providers.

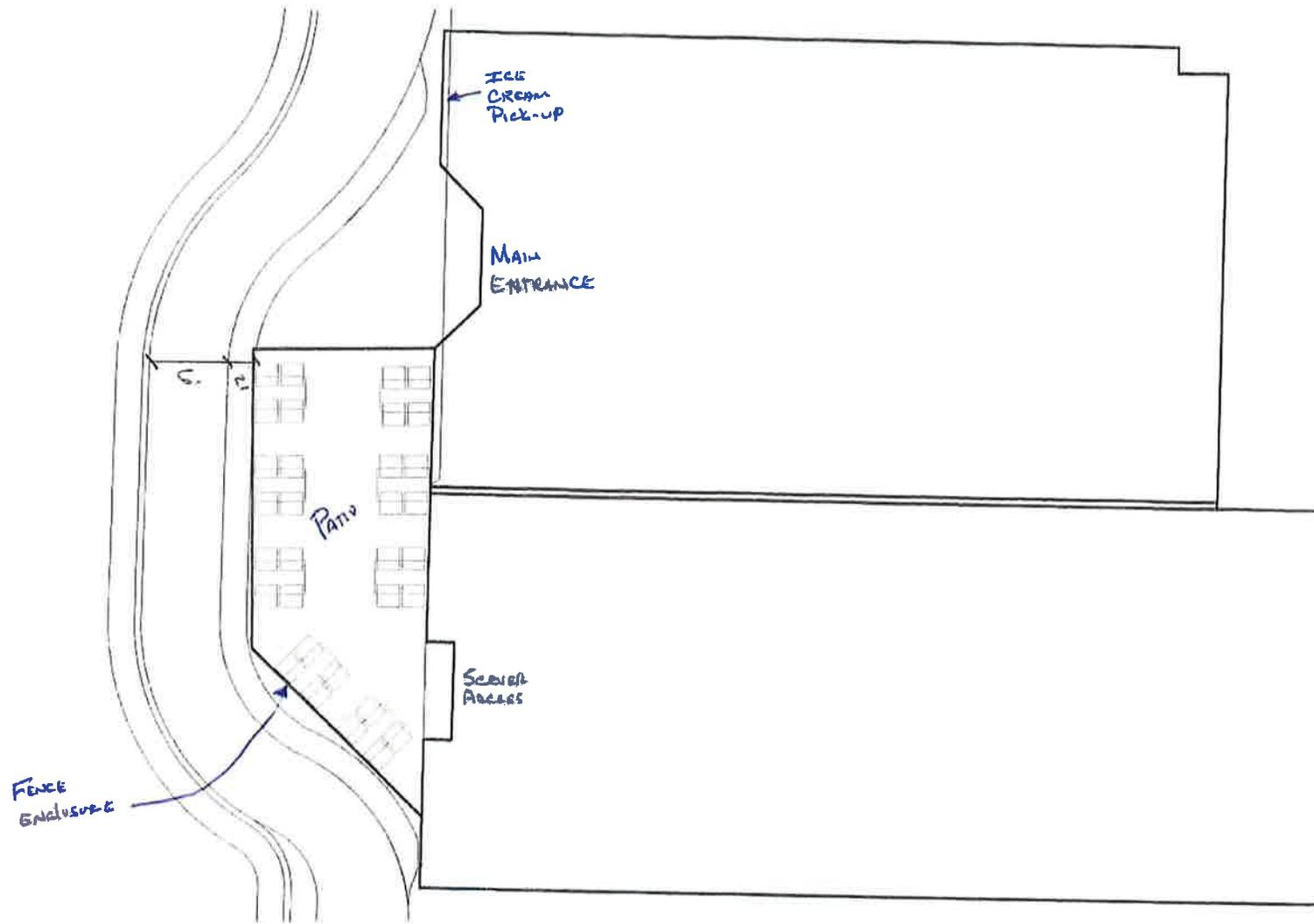
### OPTIONAL FEATURES

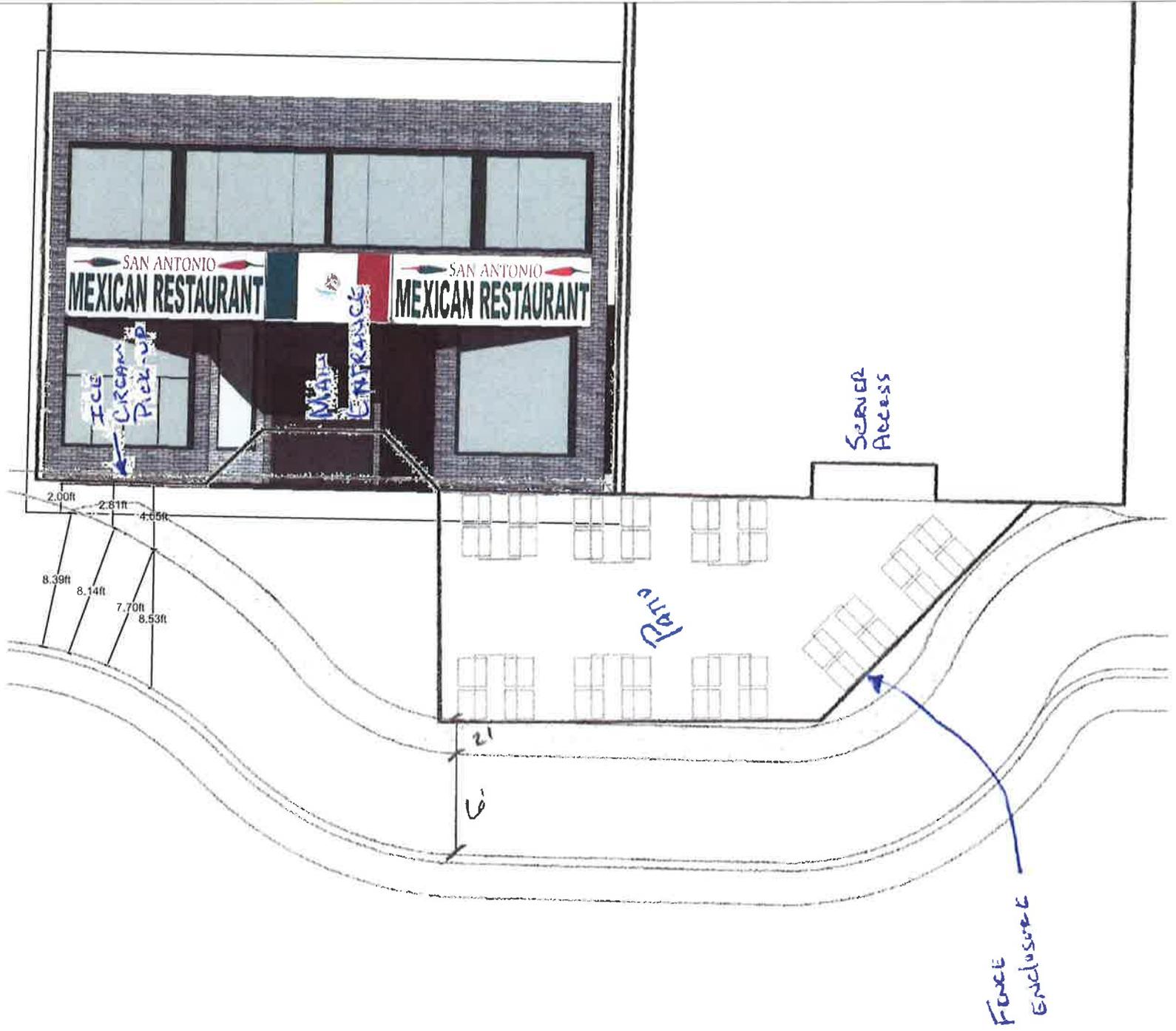
- Powder Coat Paint—Tiger Drylac
- Custom Size
- Tinted Glazing
- Low E Glass
- 5/16 Safety Glass
- Stainless Steel Shelf to extend sill inside or out (13 ga.)
- Telescoping Night Time Security Bar Set for additional security
- Solid Glass Transom
- Split Transom for AA100 Fly Fan
- AA300 Heated Air Curtain
- Restriction Panel or Screen

1815 Arthur Drive West Chicago, IL 60185 800.621.5045 630-876-7766 (fax) 630.876.7767

www.ready-access.com

email: ready@ready-access.com





**CITY OF WISCONSIN DELLS**  
**RESOLUTION NO. \_\_\_\_\_**

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the Public Works Committee from their May 14, 2018 meeting, and the Finance Committee from their May 21, 2018 meeting;

IT APPROVES the Broadway Café Area Non-Exclusive Use Agreement with the La Petite Creperie for non-exclusive use of a table and chairs in front of 116 ½ Broadway.

\_\_\_\_\_  
Edward E. Wojnicz, Mayor

\_\_\_\_\_  
Nancy R. Holzem, City Clerk

Vote: \_\_\_\_\_ ayes; \_\_\_\_\_ nays  
Date Introduced: May 21, 2018  
Date Passed:  
Date Published:

**CITY OF WISCONSIN DELLS  
BROADWAY TERRACE AREA  
NON-EXCLUSIVE USE AGREEMENT**

This Broadway Terrace Area Use Agreement is by and between the City of Wisconsin Dells (“City”), and **Volodymyr Vylkov** (User).

**RECITALS:**

- A. City of Wisconsin Dells has installed terrace areas in the Broadway right-of-way.
- B. User operates a walk-up window food service establishment (La Petite Creperie) located at 116 ½ Broadway which is located as depicted in Exhibit A attached.
- C. User has requested the City’s permission to utilize and maintain furniture, fixtures and equipment in the designated terrace area;
- D. This Agreement establishes the party’s respective rights and obligations regarding user’s use of the designated Broadway Terrace area.

**AGREEMENT**

- 1. User is granted a non-exclusive right to use the designated Broadway terrace area in connection with its food and beverage establishment.
- 2. The area may be used by User between the following dates: May 1<sup>st</sup> and October 31<sup>st</sup>.
- 3. User and its patrons will make use of the public furnishings, fixtures and equipment (FF&E) installed in the café area.
- 4. User shall pay compensation for this non-exclusive use in the amount of \$150.00 on or before April 1. Compensation shall be calculated as follows: \$5.00/square foot of the area used; and, a contribution to the cost of the FF&E as determined by the City.

5. The following conditions are attached to this Privilege Agreement:
- a. User shall be responsible for the prompt and satisfactory disposal of waste and trash; and, cleaning and sweeping; and assuring that FF&E in the ROW does not impede or interfere with pedestrian or motor vehicle traffic.
  - b. User shall restrict and regulate the volume of noise and amplified sound which shall be for ambiance only, not promotion or advertising.
  - c. Food and beverage service in the area shall be available only when user's business is open for interior food and beverage service.
  - d. Site specific signage approved by the Design Review Committee may be installed.
  - e. The provisions of City Code Sec. 19.907 "Sidewalk Café" apply and are incorporated by reference.
  - f. Site specific conditions: \_\_\_\_\_
  - g. City may impose additional conditions based upon operations and experience.

6. User is responsible for all damages to persons or property by reason of or connected to the use of the area and shall indemnify, defend and hold harmless the City and provide insurance and proof of insurance as follows:

The user shall be liable to and shall indemnify, defend and hold harmless the City, and its officers, officials, agents and employees, against all loss or expense (including liability costs and attorney's fees) by reason

of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents, or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons arising from, in connection with, caused by or resulting from the acts or omissions of the user or its officials, officers, agents, employees, assigns, guests, invitees, sublessees or subcontractors, in the performance of this Agreement.

7. The City may terminate this Agreement at any time if the City determines in its sole discretion that public necessity and convenience require termination. The City may terminate the Agreement as follows:
  - a. in an emergency, immediately and without notice; or
  - b. in a non-emergency, by notice provided not less than five (5) days before termination.
8. User shall be responsible for all costs and expenses associated with its non-exclusive use of the designated area including, without limitation, cleaning and sweeping and the repair and maintenance of its furniture, fixtures and equipment in the area.
9. If User does not adequately maintain the area or fails to remove its property from the area the City may act as it deems necessary and at User's expense which, if not paid, may be levied and collected, without notice, as a special charge against the user's property pursuant to Wis. Stat. sec. 66.0627.
10. This agreement evidences a non-exclusive use granted by the City and does not create or confer upon User any vested property rights.
11. User may not assign or transfer this privilege without the City's consent.

12. User explicitly acknowledges and agrees that:
- a. no property right is conferred by this Agreement for the use of the Broadway Terrace area.
  - b. City is not empowered to grant permanent or perpetual use of the right-of-way for private purposes.
  - c. City may order the locations and/or uses within the right-of-way to cease and desist if, for any reason, the City determines the right-of-way is needed for a public use and should be cleared of any and all obstructions; and User shall not be entitled to any compensation should the City elect to do so.

**CITY OF WISCONSIN DELLS**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Edward E. Wojnicz, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Nancy Holzem, Clerk/Administrative  
Coordinator

**USER**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

RESOLUTION NO. \_\_\_\_\_

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the City Plan Commission from their May 14, 2018 meeting;

To APPROVE the application for a Conditional Use Permit submitted by Riverview Boat Line in order to allow Outdoor Commercial Food & Beverage Service, Commercial Activity without a Permanent Structure, Outdoor Vendor and a Walk-up Service Window at 15-29 Broadway (Parcel 600), with the following contingencies:

1. All furnishings, including fire fits, table, chairs and umbrellas are approved by the Design Review Committee (DRC) prior to installation.
2. All vending units are approved by the DRC prior to installation. The DRC may set additional size and timeframe limits on vending units for specific sites and on a case by case basis.
3. All design details of other installations, such as the stage and band surround, are approved by the DEC prior to installation.
4. All taxes or payments in lieu of taxes (pilot) are paid and clearly reported to the satisfaction of the City Treasurer.
5. All associated licenses are obtained and remain in good standing.
6. Property is to be well maintained, well managed, and not allowed to be the source of a nuisance.

\_\_\_\_\_  
Edward E. Wojnicz, Mayor

Attest:

\_\_\_\_\_  
Nancy R. Holzem, City Clerk

Vote: \_\_\_\_\_ ayes and \_\_\_\_\_ nays

Date Introduced: May 21, 2018

Date Passed:

Date Published:

# 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	63985
Application number	_____

**1. Applicant Information**

Applicant name Riverview Boat Line  
 Street address 31 Broadway  
 City Wis. Dells  
 State and zip code WI 53965  
 Daytime telephone number 608 254 8336  
 Fax number, if any 608 254 8399  
 E-mail, if any eholland2011@gmail.com

**2. Subject property information**

Street address	<u>15-29 Broadway</u>	
Parcel number	<u>600</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>C-2 commercial downtown</u>	
Describe the current use	<u>empty</u>	

**3. Proposed use. Describe the proposed use.**

Lower Plaza: entertainment area including beer & wine sales, food carts, seating and stage area (all out-door)  
 Programming for both upper & lower plazas may include storytime, fitness programming, movie nights  
 Upper Plaza and 27-29 Broadway: seating indoor & outdoor  
 Food & Beverage set to serve upper & lower plazas. Entertainment, ice cream tastings, possible art classes, retail, window service (29 B way)

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

Open early with coffee service and late w/ ~~live music~~ live music, beer (& wine) and food. After hours food service.  
 Location is center of commercial area away from residential as well as motels. Live music programming will abide by city regulations. New stop light at Eddy St. will increase cross walk traffic

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.

large gated area off street allows loading/unloading. Deliveries will use bus stop before buses start operation. Good visibility. Greater pedestrian crossing of Broadway will be eased by Eddy St. light. Most boat backup will flow onto plaza, rather than crowding sidewalk.

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  
Creates natural extension of Riverwalk. Is itself a premier access point to see river. Adds to city activities day time and night time

b. Effects of the proposed use on traffic safety and efficiency and pedestrian circulation, both on-site and off-site  
Helps alleviate crowding around ABC building by giving over flow option. ~~Attends~~ Potential partnership with WDWCB gives opportunity for entertainment plaza off of city street. Brings more foot traffic to C Block aiding downtown signs of downtown activity.

c. The suitability of the subject property for the proposed use  
Perfect. Creates greater focus on the river. Property will improve first impressions for visitors crossing bridge

d. Effects of the proposed use on the natural environment  
Removing Building allowed better drainage than when building was in place. Creates riverside plaza that will encourage appreciation of what downtown is, positioning itself to reflect natural beauty.

e. Effects of the proposed use on surrounding properties, including operational considerations relating to hours of operation and creation of potential nuisances  
We anticipate greater use of parking in and around LaCrosse St. Greater cross walk activity, especially Eddy St. There will be more pedestrian traffic as people walk past Wizard Quest

f. Effects of the proposed use on the normal and orderly development and improvement of the surrounding property for uses permitted in the district  
~~Because there will be more~~ Increased foot traffic to west end of downtown. Visibility will give improved 1st impression as visitors cross the bridge enhancing the reason to stay visit and stay downtown. Should help

g. Effects of the proposed use on the city's financial ability to provide public services  
requires little in public services. Will add to city revenues. Sell downtown

15-27 Broadway St

Conditional Use Permit – Private Large Scale Outdoor commercial food and beverage service, Commercial use without a permanent structure, Outdoor vender, and Walk up service window

Staff Report for Plan Commission, 05/14/18

The Planning & Zoning office has received a Conditional Use Permit application from Riverview Boat Line for an expanded outdoor seating area in the open patio where the Riverfront Gifts building has been removed on tax parcel 600. There has already been outdoor seating outside the Cheesy Tomato that has been open to the public. The Cheesy Tomato will no longer be operating at this location.

All Outdoor food and beverage areas must be approved by the Design Review Committee. The applicant had received conceptual approval from the DRC on this new outdoor seating area in 2016, but the use was never established. The approval expired if the use wasn't established in 7 months.

The City Zoning Code requires a Conditional Use permit for Private Large Scale outdoor commercial food and beverage service, and for walk-up service and Outdoor vendors. The Zoning Code also requires all Commercial activity to take place with a permanent structure with a washroom, unless a CUP is granted for that use.

The applicant has indicated that he would like to be able to have food trucks come into the area to provide food and beverage service. In 2017 the DRC established Standards for Outdoor Commercial Food and Beverage Service and for Vending Units such Food Truck, trailers, and carts. When these standards were originally developed, much of the discussion on Vending Units revolved around ensuring operators of these units are paying fees and taxes equitable to those paid by the operators of brick and mortar restaurants. Originally, the DRC determined that Vending units should only be allowed for businesses already operating in the community and on the property of their existing brick and mortar establishments. The DRC also determined that only food carts and trailers should be allowed, not food trucks.

When this application was re-presented to the DRC in April 2018, the applicant stated he has made a significant investment in this property and would like the ability to allow vending units from off-site to operate here. The DRC decided to recommend allowing Vending units that are associated with brick and mortar establishments in the community. The DRC felt the community included the City of Wisconsin Dells and the Village of Lake Delton. However, the DRC has not seen the final design details for this project, and wants to ensure that the stage, furnishings, and any vending units are up to the new Design Standards. As such, the DRC recommends approval of this concept in general, with the condition that all details are subject to DRC review and approval before installation on this site. Very specifically, every vending unit must be presented to the DRC and receive DRC approval before it is brought in to the site. The DRC will be looking to impose size limits on these units, specific to this site. It is also noted that Vending units include food carts and food trailers, but NOT food trucks. The Standards do not allow food trucks in the downtown.

While only allowing food Vending units associated with brick and mortar businesses within the City of Wisconsin Dells addresses many of the community investment, it does not address all of them. Primarily, the paying of taxes on the value of the vending unit itself. As a portable unit, the owner will likely pay a personal property tax. That owner may or may not pay that personal property tax to the City of Wisconsin Dells. If the units that utilize this location change frequently, it will likely be difficult and time consuming to track

There are approximately 50 seats adjacent to the Cheesy Tomato, and this area utilizes the common bathrooms on the lower patio area. There are currently 4 permanent women's water closets, 2 men's water closets, and 3 men's urinals, in a permanent structure, at this premise, which is adequate for 320 people. The applicant has added an ADA compliant bathroom as part of the improvements, which would allow for occupancy of 360 people.

The area has 2 separate exits out of the patio and back to the street, and the occupant load for the exits would have to be determined after the final building plans are reviewed. However, a single 36" exit door is adequate or up to

180 people, so it is possible this area could be occupied by over 300 people. The space is approximately 6500 sq ft, which again could occupy over 300 people.

There is not a parking requirement for the C-2 Zoning District. However, there are is a City parking lot across Broadway from this premise. This lot is one of the most highly utilized lots in the City already.

This use seems to be well in line with the vision for the downtown revitalization. The increase in outdoor dining opportunities for visitors has been identified as a key element to revitalizing the downtown. This location providing access to the River would seem to be one of the best opportunities for the downtown to utilize one of its strongest, unique amenities to draw people downtown. The applicant had the reconstruction of the site designed by General Engineering.

It appears that the main concern for this request is the use of a Mobile Restaurant in the downtown area, and rational for his was documented in the report for the request by the Keg. The applicant is constructing permanent walk-up service windows to provide beverage service to this site. During the reconstruction of the patio area, permanent water, sewer, electric, and gas services were be installed to the food and beverage service locations; this combined with the permanent, indoor bathroom facilities on the site and the addition of ADA compliant indoor bathroom facility seems to mitigate many of the concerns.

The applicant has already made a not insignificant investment in the real property at this site. Given the location of this property, perched on the cliff over the Wisconsin River, significant design and construction is required just to make the ground space suitable for a commercial business. While the construction of a structure would obviously entail an even greater investment and subsequent tax base, the uniqueness of this location would seem to put this property owner at a disadvantage to other businesses that sit on solid ground.

This would bring a primary concern back to the basic concern of any outdoor food and beverage service, which is the maintenance and management of the outdoor area. Any approval should carry the condition that the area be well maintained and managed. There are also the standard concerns with the service of alcohol. While the continuity of this location between Broadway and the River views seem to be very much in line with the goals of the downtown revitalization, it also increases the importance of diligence in the management of alcohol sales in such proximity of the public sidewalk.

Suggested Conditional to any approval:

- 1) All furnishings, including fire pits, tables, chairs, and umbrellas are approved by the DRC prior to installation.
- 2) All Vending Units are approved by the DRC prior to installation. DRC may set additional size and timeframe limits on vending units for specific site and on a case by case basis.
- 3) All design details of other installation (such as the stage and band surround) are approved by the DRC prior to installation
- 4) All taxes or payments in lieu of taxes (pilot) are paid and clearly reported to the satisfaction of the City Treasurer.
- 5) All associated licenses are obtained and in good standing.
- 6) The property is well maintained, well managed, and not allowed to be the source of a nuisance.

Prepared by:  
Chris Tollaksen



View - 1

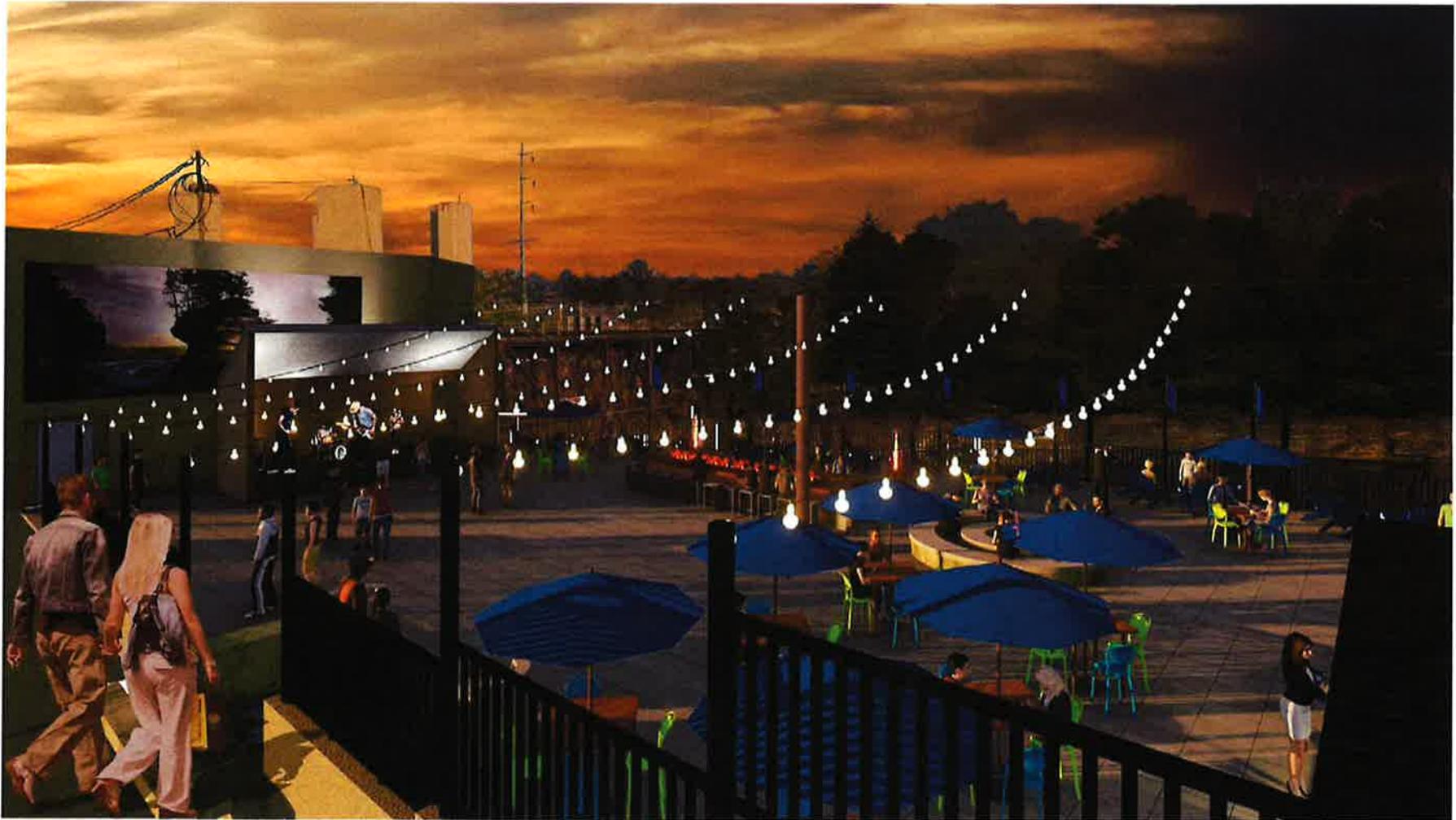


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**Riverview Boat Line  
Riverfront Plaza**

18-024 04-03-2018



View - 2



**Architectural Design  
Consultants, Inc.**

**Riverview Boat Line  
Riverfront Plaza**

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**18-024 04-03-2018**



View - 3

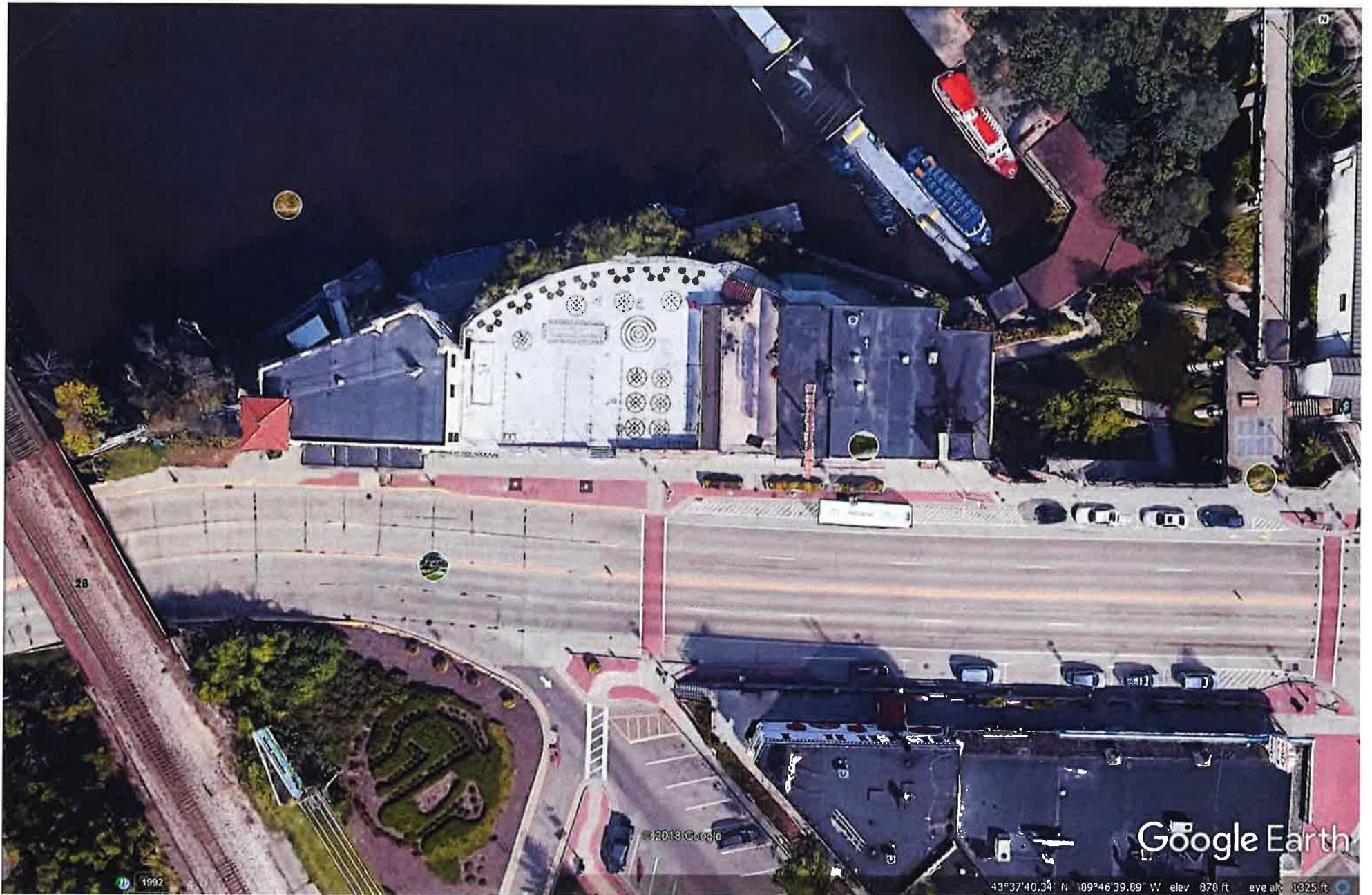


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**Rivernew Boat Line  
Riverfront Plaza**

18-024 04-03-2018



28

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Google Earth

1992

43°37'40.34" N 189°46'39.89" W elev 878 ft eye alt 1025 ft

**CITY OF WISCONSIN DELLS**  
**DESIGN REVIEW COMMITTEE MEETING MINUTES**  
**APRIL 18, 2018**

Acting Chairperson Dan Gavinski called the meeting to order at 10:00 a.m. Notice of the meeting was provided to the *Dells Events*, WNNO Radio and posted in accordance with State Statutes.

1. Present: Dan Gavinski, Ben Borchert, Ald. Jesse DeFosse, Jacqueline Morse and Maria Rosholt. Others: City Planner/Zoning Administrator Chris Tollaksen, Stephanie Gunderson, Brian Holzem, Tara Draper, Jason Jackson (Harmony Construction), Veronica Martinez (San Antonio), Belen Markovich-Wisconsin Dells Events.
2. Motion by Borchert and seconded by Morse to approve the April 18, 2018 meeting minutes. Motion carried unanimously.

**3. Sign Applications**

- a. River Mural: Although the council approved the location of the mural at 301 Broadway until December 31, 2019, the committee discussed other locations as well as getting input from the artist, Joey Leute on another site. Motion by Gavinski to table the river mural, seconded by Rosholt. Motion carried unanimously.
- b. River Dawg: Morse motioned to approve the portable wood sign if the poster is sized appropriately inside the frame. Rosholt seconded, motion carried unanimously.

**4. Outdoor Seating/Dining Applications**

- a. Helland Riverfront: Discussion on layouts of the outdoor vending and entertainment area presented to the committee. There was concern over the definition, difference and dimensions of food carts, trucks and trailers. Rosholt motioned to approve the overall concept based on renderings, contingent upon DRC approval of all specific furnishings and design details prior to installation. In particular, the DRC shall review the final stage design and ensure the umbrellas and other furnishings compliment aesthetics in place for the 0-100 downtown block. Seconded by Borchert, motion carried unanimously.  
Helland Riverfront/Food Vending Unit: Rosholt motioned to approve temporary food carts through December 1, 2018 based on size and other recommendations preapproved by the Design Review Committee. All carts shall be reviewed by the DRC and approved/denied on a case by case basis prior to installation on the site. Seconded by Borchert, motion carried unanimously.
- b. 742 Eddy Street:
  - i. Rosholt motioned to approve concept of outdoor seating, Morse seconded, motion unanimously approved. Borchert motioned to approve presented table and chair furnishings for said outdoor seating. Rosholt seconded, motion unanimously approved.
  - ii. Discussion on fencing request. Borchert motioned to table approval of fence and sun-screen until a final design could be provided that ultimately ties in with the city's theme and fence being implemented on opposite side of the street

**6. Building/Site Plan Applications**

- a. 742 Eddy Street: Motion by Borchert to approve service window as presented by Luis Martinez and Harmony Construction. DeFosse seconded, motion carried unanimously.
- b. 716 Oak Street: Morse motioned to table approval on painting north wall of the "Old Time Sports" building until samples are provided, seconded by Borchert, motion carried unanimously.

**7. Façade Improvement Grant Projects**

- a. 38 Broadway: Rosholt motioned to approve an overall improvement of 38 Broadway as presented, Borchert seconded, motion carried unanimously.

**8. Proposed Changes to Design Standards**

- a. Tollaksen presented the standards for an Outdoor Food Service Vending Unit allowed as of now by the City of Wisconsin Dells, for information only. No action.

9. Items for Future Meeting - None

10. Next Meeting is set for Wednesday, May 16, 2018.

11. Motion to adjourn by Rosholt, seconded by Morse. Motion unanimously carried and meeting adjourned at 11:35 a.m.

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Stephanie Gunderson

**DRC MEETING**  
**CITY OF WISCONSIN DELLS**  
**MUNICIPAL BUILDING-300 LACROSSE STREET**  
**April 4, 2018**

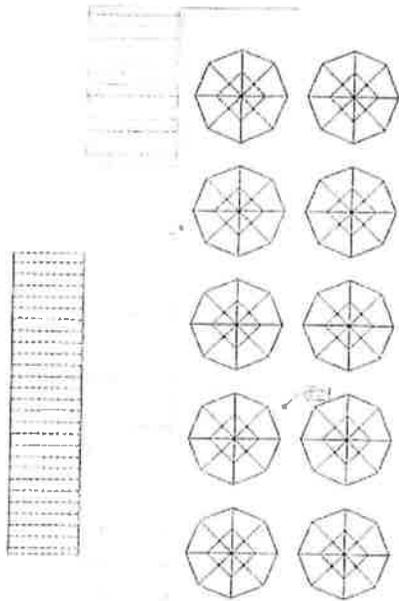
Ben Borchert called the meeting to order at 10 AM. Notice of the meeting was provided to the Dells Events, WNNO/WDLS Radio, and posted in accordance with State Statutes

1. Present: Jacqueline Morse, Maria Rosholt, Dan Gavinski, Ben Borchert, Absent: Ald Dar Mor  
Others: City Planner/Zoning Administrator Chris Tollaksen, Fire Inspector Jerry Wolfram, Eric Helland
2. March 21, 2018 meeting minutes were not available, to be approved at April 18 meeting.
3. Signs: none
4. Outdoor Seating Plan: Riverfront – There was no formal application. Eric Helland presented renderings of Riverfront patio area and described the history of the work that has been done to make it usable. The lower patio is approximately 6500 sq ft. Eric will have a permanent drink service window, but would like to also have food trucks. Eric does not want to be limited to food service provided on-site, and would like to allow food vendors from other local businesses. To provide more variety, Eric would like to be able to allow all sorts of food trucks. Ben asked how many, Eric responded up to 4-6 units, but would be happy with 3. Jackie asked where the unit would be located, and Eric stated there is an open area in front of the stage (View 2). Ben asked about the sequence of approval, Chris stated what is presented is preliminary, a final plan would be needed for DRC approval and approval would be required from the Plan Commission because the Site is larger than 1500 sq ft. Maria asked about the taxes that would be paid by the vending units. Eric stated that the landlord would track the sales. Maria asked about real estate taxes on the vending units, and was concerned the vending units have a competitive advantage over businesses in the City that pay real estate taxes. Ben proposed a fee in lieu of taxes. Jackie inquired about how the trucks would look. Dan stated he was comfortable with vending units from local restaurants, including Lake Delton restaurants. Eric stated he needed approval of furnishings so he could get orders started, particularly the fire pits due to lead time. Ben stated Eric needed to come back. Jackie stated Eric needed to provide more detail. No action taken.
5. Building Site Plan: None
6. Proposed Façade Improvement Grants: none.
7. Items for Referral: murals, update to standards to allow vending units from local restaurants
8. Date and Time for Next Meeting: April 18 10 am
9. Motion by Rosholt, second by Morse to adjourn. Motion carried. Meeting adjourned at 10:55 am.

Chris Tollaksen

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EXPANDED SECOND FLOOR PLAN

PRELIMINARY PLANS NOT FOR CONSTRUCTION  
 RIVERVIEW BOAT LINE  
 RIVERFRONT PLAZA

**ADCI** Architectural Design Consultants, Inc.  
 30 Wisconsin Drive, Berkeley, P.O. Box 260  
 Lake County, W.V. 25149  
 Phone (800) 294-9161 Fax (800) 264-2139

EXPANDED SECOND FLOOR PLAN

**CITY OF WISCONSIN DELLS**  
**ORDINANCE NO. \_\_\_\_\_**  
Repeals River Arts District Committee  
Expands Business Improvement District Board

**ITEM 18**

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 repeal the River Arts District Committee and expand the Business Improvement District Committee membership

SECTION II: PROVISIONS AFFECTED

- A. Wisconsin Dells Code sec. 1.11(3) is amended
- B. Wisconsin Dells Code sec. 1.12 is repealed

SECTION III: PROVISIONS AS AFFECTED:

A. 1.11 BUSINESS IMPROVEMENT DISTRICT

- (3) The board shall consist of ~~seven (7)~~ **ten (10)** members appointed by the Mayor and confirmed by the Common Council. ~~Six (6)~~ **Nine (9)** of the members shall serve staggered terms of three years; and, a member of the Common Council shall be appointed annually. A majority of the board shall own or occupy real property in the district.

B. 1.11 RIVER ARTS DISTRICT COMMITTEE - **Repealed**

- ~~(1) Committee Established. The City shall have a "River Arts District Committee".~~
- ~~(2) Members/Officers. The Rivers Arts District Committee shall have six (6) members as follows:~~

- ~~(a) A member of the common council who shall serve as chairperson of the committee, the entertainment coordinator of the Wisconsin Dells Visitors and Convention Bureau; and four (4) public members.~~
- ~~(b) The members of the committee shall be appointed annually by the Mayor and confirmed by the Common Council.~~
- ~~(c) Two (2) of the public members may be non-residents of the City. The public members shall have backgrounds in the fields of tourism, arts or entertainment.~~

- ~~(3) Without limitation the Committee shall oversee, plan and manage the following:~~

- ~~(a) River Arts District entertainment venues including Duchess Plaza.~~

- ~~(b) Busker program.~~
- ~~(c) Network with state, local and national artists for events and opportunities in the River Arts District.~~
  
- ~~(d) River Arts District trademark and trade name.~~
- ~~(e) Seek and coordinate funding and sponsorship of cultural and historic art opportunities.~~
- ~~(f) Other such responsibilities as designated by the Mayor and/or Common Council.~~

#### 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 1.

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Edward E. Wojnicz, Mayor

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Nancy R. Holzem, Clerk/Coordinator

First Reading Passed:  
Second Reading Passed:  
Publication:

ITEM 19

City of Wisconsin Dells

ORDINANCE NO. \_\_\_\_\_  
(Plan Commission Member/Fire Chief)

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

SECTION I: PURPOSE

This ordinance permits the Fire Chief to designate an assistant Fire Chief to act as a plan commission member in the Chief's absence.

SECTION II: PROVISION CREATED

Wisconsin Dells Code Sec. 19.203(5) is created.

SECTION III: PROVISION AS CREATED:

19.203(5)

(5) The Fire Chief may designate an Assistant Fire Chief to act in the absence of the Chief

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.

City of Wisconsin Dells

ORDINANCE NO. \_\_\_\_\_  
("Class A" License Locations)

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

SECTION I: PURPOSE

The current code does not specifically delineate establishments which may sell alcohol beverages for off premises consumption; i.e. Retail "Class A" licenses. This creates two (2) categories for potential "Class A" licenses:

- 1.) Specific types of businesses which automatically qualify; and,
- 2.) Specialty venues on a case by case basis

SECTION II: PROVISION AFFECTED

Wisconsin Dells Code Sec. 16.12(14) is renumbered Wisconsin Dells Code Sec. 16.12(20).  
Wisconsin Dells Code Sec. 16.12(14) is created.

SECTION III: PROVISION AS CREATED:

**16.12(14)**

(14) Retail "Class A" Licenses.

(a) Retail "Class A" licenses may be issued to:

1. Liquor Stores
2. Drug Stores/Pharmacies
3. Department Stores
4. Convenience Stores with/without gasoline
5. Grocery Stores;

subject to appropriate site by site limitations and/or restrictions.

(b) Retail "Class A" licenses may be issued, on a case by case discretionary basis, to specialty retail establishments where the sale of select "Class A" products will compliment and enhance the sale of specific products and product lines or contribute to a unique retail shopping concept; subject to appropriate site limitations and /or restrictions.

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 Wojnicz, Mayor

\_\_\_\_\_  
Nancy R. Holzem, Clerk

INTRODUCED: \_\_\_\_\_  
PUBLISHED: \_\_\_\_\_  
PASSED: \_\_\_\_\_

CITY OF WISCONSIN DELLS  
ORDINANCE NO. A-833

ITEM 21

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

SECTION I: PURPOSE

This ordinance amends Downtown Design Standards associated with the Zoning Code.

SECTION II: PROVISION AMENDED

Designs Standards Associated with Wisconsin Dells Code Sec. 19.261(5)

SECTION III: PROVISIONS AS AMENDED

**Administration:** Clarifies that design approval is required for any item that is addressed with a design standard.

**Outdoor Food Service – Vending Unit:** Removes requirement that outdoor vending units be associated with an on-premise business and instead allows vending units that are associated with an existing Wisconsin Dells or Lake Delton business selling similar products from a brick and mortar store.

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 as provided by state law.

SECTION VII: PART OF CODE

This ordinance becomes a part of Wisconsin Dells Code, Chapter 19.

\_\_\_\_\_  
Edward E. Wojnicz, Mayor

\_\_\_\_\_  
Nancy R. Holzem, City Clerk

First Reading Passed:  
Second Reading passed:  
Published: