

CITY OF WISCONSIN DELLS MEETING AGENDA

Meeting Description: COMMON COUNCIL MEETING

Date: MONDAY, OCTOBER 21, 2019 **Time:** 7:00PM **Location:** MUNICIPAL BUILDING COUNCIL CHAMBERS - 300 LA CROSSE STREET, WISCONSIN DELLS, WI

MAYOR		COUNCIL MEMBERS		
		FIRST DISTRICT	SECOND DISTRICT	THIRD DISTRICT
Edward Wojnicz		Jesse DeFosse	Mike Freel	Ben Anderson
		Brian Holzem	Terry Marshall	Dan Anchor
OPENING				
1	Call to Order & Roll Call Attendance			
2	Pledge of Allegiance			
3	Approval of Consent Agenda Items: <ul style="list-style-type: none"> a. September 16, 2019 Common Council Meeting Minutes b. Schedule of Bills Payable dated October 21, 2019 c. Applications for Bartender Licenses 			
AGENDA ITEMS				
4	Citizen Appearances/Public Comment for Any Non-Agenda Item – not subject to discussion			
5	Application for a Special Events Permit for the Holiday Train Event December 4, 2019			
6	Application for an Original Class B Beer & Class B Liquor License Submitted by Wisconsin Apple LLC, Kent Billingsley Agent, for Applebee's Neighborhood Grill & Bar, 340 Hwy 13, for Licensing Period of October 22, 2019 Thru June 30, 2020 (Contingent upon Apple Hospitality Group LLC surrendering the current license for this location)			
7	Application for an Original Class B Beer & Class B Liquor License Submitted by Jose's Authentic Mexican Restaurant LLC, Heather Parra Wilson Agent, for Jose's Mexican Restaurant, 951 Stand Rock Rd, for Licensing Period of October 22, 2019 Thru June 30, 2020 (Contingent upon Timber Falls Food LLC surrendering the current license for this location)			
RESOLUTIONS				
8	Resolution to Approve the City's 5-Year Street Improvement Plan			
9	Resolution to Approve a Conditional Use Permit to Riverview Boat Line in Order to Allow Land Use 3.4- Residence, Multi-Family and Building in Excess of 45 feet in Height on Sauk County Parcel 291-0130-00000			
10	Resolution to Approve the Certified Survey Map Requested by Riverwood Eagle's Nest, LLC			
11	Resolution to Approve the Task Order with MSA to Update the City's Corporate Boundary Map			
CLOSING				
12	Business for Referral to Subsequent Meetings			
13	Adjourn			
		Posted: October 18, 2019		
Please be advised that upon reasonable notice, the City of Wisconsin Dells will furnish appropriate auxiliary aids and services to afford individuals with disabilities an equal opportunity to participate in meeting activities.				

ITEM 3c

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

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

FOR OFFICE USE ONLY

Current Licensing Period: July 1, 2018 to June 30, 2020 Amount Paid: \$ 60.00 Receipt No. 70053

Council Date Granted: _____ Police Dept Verification: 8/23/19 By: BS

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

New \$60 (attach Beverage Server Training Cert.) Renewal \$60 Temp. \$10 (Event Dates: _____ *Previously denied met with chief*)

Name ~~BUCHANAN~~ BUCHANAN BRIAN ALAN

Home Address 744 2nd ST BARABOO WI 53913

Mail License to (if different from Home Address): (SAME)

Date of Birth: 05/26/1984 Drivers License # B255-0618-4186-06 State WI

Phone Number: 608 432-8524

List any other State(s) resided in within the last 5 years: NO

License to be used at (Name of Wisconsin Dells Business): ASGARD AXE THROWING

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

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

Date	Nature of Offense	County	State
<u>OCT 2003</u>	<u>SEXUAL ASSAULT (DONT REMEMBER DEGREE OR) EXACT CHARGE.</u>		

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

Signature of Applicant: BRIAN BUCHANAN Date: AUG/22/19

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

Per Wis. SS 125.32(2) and 125.68(2)

FOR OFFICE USE ONLY

Current Licensing Period: July 1, 2018 to June 30, 2020 Amount Paid: \$ 60.00 Receipt No. 70586

Temporary License Period (Bona Fide Clubs Only): _____ (not more than 14 days)

Council Date Granted: _____ Police Dept Verification: 10/4/19 By: BS

License #: _____ Date Issued: _____ Police Chief: Approved: _____ Denied: _____

New \$60 (attach Beverage Server Training Certificate) Renewal \$60 Temporary \$10

Name Richardson Netricia Alexia
Last First Middle

Home Address 33061 County A RD Baraboo WI 53913
Street City State Zip

Mail License to (if different from Home Address): 332 State Hwy 13 Wisconsin Dells WI 53965
Street City State Zip

Date of Birth: 12-4-91 Drivers License # _____ State _____

License to be used at (Name of Wisconsin Dells Business): The Dells Pizza Lab

Have you been convicted of any felony? (If Yes, per State Statute 125.04(5)(c) a license cannot be issued.) Yes ___ No
Have you been convicted of any law or ordinance pertaining to the sale or consumption of alcohol? Yes ___ No
Have you been convicted of any State, Federal or Local Charges (other than speeding tickets)? Yes ___ No
Do you currently have any outstanding citations, parking tickets, and/or utilities owed to the City? Yes ___ No

If you answered yes to any of the above questions, please list information below:

Date	Nature of Offense	County	State

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

Signature of Applicant: N. Richardson Date: 9.1.2019

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

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

FOR OFFICE USE ONLY

Current Licensing Period: July 1, 2018 to June 30, 2020 Amount Paid: \$ 60.00 Receipt No. 70432

Council Date Granted: _____ Police Dept Verification: 9-19-19 By: JS

License #: _____ Date Issued: _____ Police Chief Recommendation: Approve: [Signature] Deny: _____

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

Name: Williams Last Manica First Nicole Middle
 Home Address: 725 Wargansett Ave Street Berahoe City WI State 53913 Zip

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

Date of Birth: 12/14/1987 Drivers License # W452 5548 7954 09 State WI

Phone Number: 608 208 8601

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

License to be used at (Name of Wisconsin Dells Business): High Rock Cafe

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

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

Date	Nature of Offense	County	State
<u>9-2017</u>	<u>Misd. Child Neglect (left kids at home to go to work)</u>	<u>Rock</u>	<u>WI</u>

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

Signature of Applicant: [Signature] Date: 9/18/19

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

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

FOR OFFICE USE ONLY

Current Licensing Period: July 1, 2018 to June 30, 2020 Amount Paid: \$ 60.00 Receipt No. 70524
 Council Date Granted: _____ Police Dept Verification: 9/26/19 By: [Signature]
 License #: _____ Date Issued: _____ Police Chief Recommendation: Approve: _____ Deny: X

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

Name Potuznik Emily Evelyn
Last First Middle
 Home Address S2219 Yellow Thunder Trail Baraboo Wi 53913
Street City State Zip

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

Date of Birth: 06/23/1987 Drivers License # P325-2058-7723-01 State Wi
Street City State Zip

Phone Number: 608-477-1467

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

License to be used at (Name of Wisconsin Dells Business): River Walk Pub

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

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

Date	Nature of Offense	County	State
11-05-07	Disorderly Conduct Misd.	Sauk	Wi
08-18-09	Resisting/Obstruction Misd.	Sauk	Wi
08-18-09	Expel Bodily Substances Felony	Sauk	Wi
08-18-09	Negligent Operation of Motor Vehicle Misd.	Sauk	Wi
12-15-09	Disorderly Conduct Misd.	Sauk	Wi
12-30-09	Disorderly Conduct Misd.	Sauk	Wi
09-02-15	Theft (2 counts) Misd.	Sauk	Wi
10-08-18	Battery Misd.	Sauk	Wi - Deferred prosecution - not charged

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

Signature of Applicant: Emily Potuznik Date: 9/25/19



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

- Date Application Submitted: 10-17-19 Application Fee \$160 Receipt No. N/A
- Application must be submitted to City Clerk no less than 10 days before the next Common Council meeting.
- Applications may not be amended after approval, unless done so by the Police Chief or designee.

1. Applicant Information

Applicant's Name Dixie L Marquardt
 Organization/Business (if any) Central Wis Community Action Council
 Address (include city/zip) 998 State Hwy 13, Wis. Dells WI 53965
 Contact Phone Number 608-254-8321 - Ext 102 Email dmarquardt@holidaywholesale.com

2. Event Purpose

Event Name or Title: CP Holiday Train of Lights Repeat Event? Yes No
 Organization Associated with Event (if applicable) CWCAC Non-profit Event? Yes No
 Purpose of Event (Include detailed description of event/activities) Stop + visit at Wis Dells Depot by Candian Pacific Railways, Entertainment, Santa + Mrs Claus in Depot, wagon rides, food trailer with brats + beverages, prizes. All proceeds benefit Central Wis Community Action Council Area Food pantry, and homeless programs.

3. Event Information & Assembly

Date(s) of the Actual Event December 4, 2019
 Date/Time event will assemble Dec 4, 8 AM setup Date/Time event will begin Dec. 4 - 1:30 pm
 Time event will end 4:30 pm Time event will disband 6:30 pm
 Event website (if any) _____

Name of contact person on day of event Dixie Marquardt Cell 608-844-0919

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

Will use same areas as before - Just a game parking lot for tents, Food trailer, Middle school band trailer, Ticket booth for raffle tickets, Area for horse wagon rides, area for portable toilets

* Requesting use of city bleachers and garbage cans.

Number of Barricades Needed & Locations (if applicable) Depot area and areas for above

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

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

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

*Approximate maximum number in attendance at one time 1000 +

Attendance estimate based on? _____

Traffic Assistance Needed: Yes No If yes, location and time(s): Ask for escort of Santa + Mrs from Comm Action to Depot @ 1:00 pm, Also direct traffic as in the past.

4. Entertainment/Amplified Music or Announcing

Any amplified music or announcing: Yes No

Describe entertainment area/location (if applicable) DT Jake Beard + Wis Dells Middle Band
in tent area

5. Public Safety

Traffic Assistance Needed: Yes No If yes, location and time(s): Same as last year

Police/Security Needed (may be assigned based on event details) No Yes, location & purpose Depot area like last yr.

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

6. Sanitation & Utilities

Temporary Electric Service needed: Yes No

Number of bathroom stall accommodations, if required: ___ Men Have portable toilets brought in. ___ Women ___ Unisex ___ Handicapped Accessible

7. Vendors

Merchandise and/ or Food Vendors: ___ no yes, approximate number: 2

8. Parking Impact

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

Stalls in Justagame + Depot lot - same as last year

Municipal Code Chapter 24 – Special Events Regulations

24.01 DEFINITIONS

- A. Parade means any parade, march or procession of any kind and the assembly areas therefore.
- B. Highway has the meaning set forth in Sec. 340.01(22), Wis. Stats., and also includes areas owned by the City which are used principally for pedestrian or vehicular traffic.
- C. Special event shall be defined as any event whether for profit or not for profit which is to be held on any property within the control of the City of Wisconsin Dells.

24.02 PERMIT REQUIRED

No person shall form, direct, marshal, lead or participate in any parade on any highway under the jurisdiction of the City of Wisconsin Dells or hold a special event unless a permit has been obtained in advance as provided in this section; provided that, upon notification to the Chief of Police a parade on sidewalks and footways, in which persons move not more than two abreast and which does not substantially hinder normal use of the sidewalk or footway and conforms with traffic control devices and other traffic regulations may be conducted without a permit.

24.03 EXEMPTIONS FROM PERMIT REQUIREMENT

A permit is not required for assembling or movement of a funeral procession or Military Convoy. Any parade or special event sponsored by any agency of the Federal or State government, acting in its governmental capacity within the scope of its authority, shall be required to obtain a permit; however, shall be exempt from the parade permit fee contained in Section 11 of this section.

24.04 WHEN APPLICATION MUST BE MADE

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

24.06 RECOMMENDATIONS OF GOVERNMENTAL AGENCIES

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

24.11 FEE

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

24.12 CHARGE FOR INCREASED COSTS

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

Applicant Signature

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

Print Name Dixie L. Marquardt

Signature Dixie L. Marquardt Date 10-17-19

FOR OFFICE USE ONLY:

Date Application Received by City Clerk: _____ Clerk's Initials _____

Map provided Amount Due _____ Date Paid: _____

Department Routing:

Police _____ Fire _____ DPW _____ EMS _____

Common Council Meeting Date _____: Approved Denied

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

10/22/2019

For the license period beginning: 7/1/2019 ending: 6/30/2020
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: Town of } WISCONSIN DELLS
 Village of }
 City of }

County of SAUK Aldermanic Dist. No. _____
 (if required by ordinance)

Check one: Individual Limited Liability Company
 Partnership Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number 456103043651904	
FEIN Number 84-3033622	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>66.64</u>
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$ <u>333.36</u>
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>14.00</u>
TOTAL FEE	\$ <u>417.00</u>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
WISCONSIN APPLE LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
KASTURI	SEENU	G.	103 WOODBRIDGE DR., LAFAYETTE, LA 70508
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
BILLINGSLEY	KENT	D.	W312 S285 WILDWOOD TR., DELAFIELD, WI 53018
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name APPLEBEE'S NEIGHBORHOOD GRILL & BAR Business Phone Number (608) 254-6900

2. Address of Premises 340 HIGHWAY 13 Post Office & Zip Code 53965

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

RESTAURANT, FREE STANDING BAR, AND PATIO

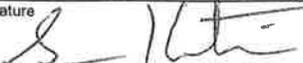
4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No

(b) If yes, under what name was license issued? APPLE HOSPITALITY GROUP LLC

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** Yes No
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No **If yes, explain.**
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No
9. (a) **Corporate/limited liability company applicants only:** Insert state LOUISIANA and date 09/12/19 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** Yes No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** Yes No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] Yes No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) Kasturi, Seenu G.	Title/Member President/Member	Date
Signature 	Phone Number (337) 981-1447	Email Address seenukasturi@yahoo.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 9-30-2019	Date reported to council / board 10-21-2019	Date provisional license issued —	Signature of Clerk / Deputy Clerk 
Date license granted	Date license issued	License number issued	

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town
 Village of WISCONSIN DELLS County of SAUK
 City

The undersigned duly authorized officer/member/manager of WISCONSIN APPLE LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as APPLEBEE'S NEIGHBORHOOD GRILL & BAR
(Trade Name)

located at 340 HIGHWAY 13

appoints KENT D. BILLINGSLEY
(Name of Appointed Agent)
W312 S285 WILDWOOD TRAIL, DELAFIELD, WI 53018
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

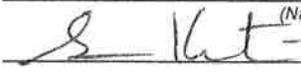
Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).
SEE LIST ATTACHED

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 3 YRS, 5 MOS

Place of residence last year W312 S285 WILDWOOD TRAIL, DELAFIELD, WI 53018

For: WISCONSIN APPLE LLC
(Name of Corporation / Organization / Limited Liability Company)

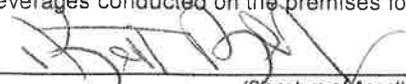
By: 
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, KENT D. BILLINGSLEY, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

 9-23-19 Agent's age 51
(Signature of Agent) (Date)

W312 S285 WILDWOOD TRAIL, DELAFIELD, WI 53018 Date of birth 10/23/1967
(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied and are knowledgeable about how to serve alcohol responsibly.

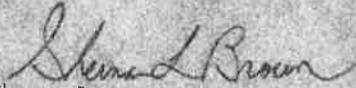
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions



ID # 17034674
CARD # 17038554

ServSafe Alcohol® CERTIFICATE

KENT BILLINGSLEY



NAME

4/8/2019

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

NOTE: You can access your score and certification information anytime at www.servsafe.com.

If you have any questions regarding your certification, please contact the National Restaurant Association Service Center at

ServiceCenter@nra.com or
800.765.2122, ext. 8903.

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Sherman Brown
Executive Vice President, National Restaurant Association Solutions



This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

In Alaska you must laminate your card for it to be valid.



1111 North Lincoln Street
Suite 200
Chicago, IL 60614
Phone: 773.399.3600
www.servsafe.com

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trademarks of the NRAEF. National Restaurant Association and the arc
design are trademarks of the National Restaurant Association.



Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
BILLINGSLEY		KENT		D.	
Home Address (street/route)		Post Office	City	State	Zip Code
W312 S285 WILDWOOD TRAIL			DELAFIELD	WI	53018
Home Phone Number		Age	Date of Birth	Place of Birth	
(262) 442-3526		51	10/23/1967	ELMHURST, IL	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- AGENT of WISCONSIN APPLE LLC

(Officer / Director / Member / Manager / Agent)

(Name of Corporation / Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license

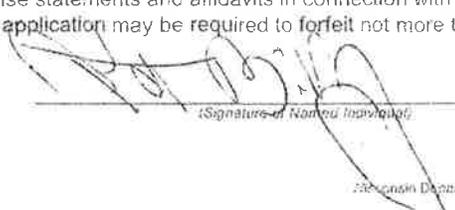
The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 3 YEARS, 5 MONTHS
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Diageo Beer Company	801 Main Ave., Norwalk, CT	June 1997	February 2016
Employer's Name	Employer's Address	Employed From	To
Chicago Beverage Systems	411 N. Kilbourn Ave., Chicago, IL	July 1990	June 1997

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees 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 the 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. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


(Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
KASTURI		SEENU			
Home Address (street/route)		Post Office	City	State	Zip Code
103 WOODBRIDGE DR		LAFAYETTE	LAFAYETTE	LA	70508
Home Phone Number			Age	Date of Birth	Place of Birth
3377816670			50	04-25-1969	INDIA

The above named individual provides the following information as a person who is (check one):

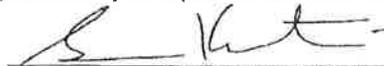
- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- MEMBER** of **WISCONSIN APPLE LLC**
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)
- which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? N/A
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
SELF			

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees 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 the 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. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


(Signature of Named Individual)



2120 Pewaukee Road, Suite 200
Waukesha, WI 53188
Telephone / Fax: 414.259.8466
E-mail: tim.randall@whgroup.com

September 30, 2019

Via US Mail

City of Wisconsin Dells
Attn: Nancy Holzen, Deputy Clerk/Treasurer
300 LaCrosse Street
Wisconsin Dells, WI 53965

RE: Applebee's No. 278, 340 State Highway 13, Wisconsin Dells: Liquor License

Dear Ms. Holzen:

As you know, Apple Hospitality Group, LLC ("AHG"), is the current holder of a Class "B" liquor license (the "Existing Liquor License") with respect to the above-referenced Applebee's restaurant. AHG is in the process of transferring ownership and operations of the Applebee's restaurant to Wisconsin Apple LLC (the "Successor Licensee"). The Successor Licensee has applied to your office for approval for a new Liquor License in its name. This letter confirms that upon the granting of the new Liquor License to the Successor Licensee, AHG will immediately surrender the Existing Liquor License to your office.

Thank you for your time and attention to this matter. Of course, if you have any questions or comments, please do not hesitate to contact me.

Very Truly Yours,

Timothy J. Randall
Chief Legal Counsel / Chief Development Officer

cc: Adam Fudala - afudala@reinhardt.com
Kent Billingsley - kent.billingsley@whgroup.com

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: Oct. 22, 2019 ending: June 30, 2020
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: Town of } Wisconsin Dells
 Village of }
 City of }

County of Sauk Aldermanic Dist. No. _____
 (if required by ordinance)

Check one: Individual Limited Liability Company
 Partnership Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456-1029211311-02</u>	
FEIN Number <u>81-4530571</u>	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>100.00</u>
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$ <u>300.00</u>
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>14.00</u>
TOTAL FEE	\$ <u>414.00</u>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Jose's Authentic Mexican Restaurant, LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name <u>Parra Wilson</u>	(First) <u>Heather</u>	(Middle Name) <u>Diane</u>	Home Address (Street, City or Post Office, & Zip Code) <u>1909 Jefferson St, Baraboo 53913</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name <u>Parra Wilson</u>	(First) <u>Heather</u>	(Middle Name) <u>Diane</u>	Home Address (Street, City or Post Office, & Zip Code) <u>1909 Jefferson St, Baraboo 53913</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Jose's Authentic Mexican Restaurant Business Phone Number 608-253-7337

2. Address of Premises 951 Stand Rock Road Post Office & Zip Code WI Dells 53945

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
Dining area, storage area, kitchen area
outside patio

4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No

(b) If yes, under what name was license issued? Kickers

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town Village City of Wisconsin Dells County of Sauk

The undersigned duly authorized officer/member/manager of Jose's Authentic Mexican Restaurant
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Jose's Authentic Mexican Restaurant
(Trade Name)

located at 951 Stand Rock Road WI Dells 53965

appoints Heather Farra Wilson
(Name of Appointed Agent)
1909 Jefferson St Baraboo WI 53913
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).
Jose's in Baraboo & Lake Delton, Jose's Bakery in Baraboo

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 12 yrs

Place of residence last year 1909 Jefferson St Baraboo 53913

For: Jose's Authentic Mexican Restaurant
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Heather Farra Wilson, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature] 10.3.19 Agent's age 35
(Signature of Agent) (Date)
1909 Jefferson St Baraboo 53913 Date of birth 9.17.84
(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 10/11/19 by [Signature] Title POLICE CHIEF
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Parra Wilson		Heather		Diane	
Home Address (street/route)		Post Office	City	State	Zip Code
1909 Jefferson St			Baraboo	WI	53913
Home Phone Number		Age	Date of Birth	Place of Birth	
608-477-2022		35	9.17.84	Tomah, WI	

The above named individual provides the following information as a person who is (check one):

Applying for an alcohol beverage license as an **individual**.

A member of a **partnership** which is making application for an alcohol beverage license.

Agent of Jose's Authentic Mexican Restaurant
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 12 yrs
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.

- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. Jose's in Baraboo & Lake Delton, Jose's Bakery in Baraboo
(Name, Location and Type of License/Permit)

- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify.

(Name of Wholesale Licensee or Permittee)

(Address By City and County)

- Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Missoula Mac	Baraboo	7.1.11	2.1.12
Employer's Name	Employer's Address	Employed From	To
Hardee's	Wausau	9.1.10	12.1.11

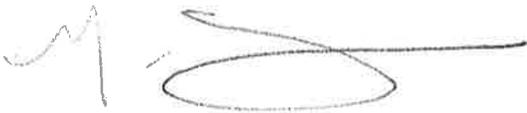
READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and 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 the 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. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Parra Wilson
(Signature of Named Individual)

October 3, 2019

To whom it may concern:

Timber Falls Food LLC wishes to surrender its "Class B" Retailers License for the sale of Fermented Malt Beverages and Intoxicating Liquors to Jose's Authentic Mexican Restaurant LLC upon granting of such license.

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

Mark Schmitz

Timber Falls Food LLC

Managing Member

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 October 21, 2019 meeting;

IT APPROVES the city's 5-year street improvement plan.

Edward E. Wojnicz, Mayor

Attest:

Nancy R. Holzem, City Clerk

Vote: _____ ayes; _____ nays
Date Introduced: October 21, 2019
Date Passed:
Date Published:

WISCONSIN DELLS FIVE YEAR STREET IMPROVEMENT PLAN FUTURE

<u>Rating</u>	<u>Class</u>	<u>Prev Pav</u>	<u>Width</u>	<u>Street</u>	<u>From</u>	<u>Offset</u>	<u>To</u>	<u>Length</u>	<u>YEAR</u>
1 (2019)	55	1962	28	Michigan Ave	Bowman Rd	0	Vine St	422	2020
3 (2019)	65	1960	36	Race St	Broadway Ave	0	Washington Ave	581	2020
4 (2019)	65	1979	39	Wisconsin Ave	Capitol St		Bowman Rd	422	2021
1 (2019)	70	1968	40	Elm St	Termini	0	Illinois Ave	528	2021
3 (2019)	65	1979	36	Race St	Minnesota St		Iowa Ave	475	2022
1 (2019)	70	1994	36	Michigan Ave	Termini		Church St	158	2022
2 (2019)	55	1962	22	Illinois Ave	Elm St	0	Oak St	370	2023
2 (2019)	57	1966	20	9th Ave	Waubeek Rd	0	Cole Ln / 9th Ave	317	2023
3 (2019)	65	2003	20	9th Ave	Waubeek Rd	1091	Cole Ln	334	2023
3 (2019)	65	2003	20	9th Ave	Cole Ln		Prairie Oak Dr	528	2023
3 (2019)	65	2003	20	9th Ave	Prairie Oak Dr		S Grouse Ct	832	2023
4 (2019)	70	1981	56	Bowman Rd.	Broadway Ave /STH 13/16		Washington Ave	634	2024
2 (2019)	55	1960	39	Bowman Rd.	Wisconsin Ave		Broadway Ave /STH 13/16	475	2024
2 (2019)	55	1968	20	Commercial Ave	CTH A	0	Stand Rock Rd	211	2024
3 (2019)	57	1968	22	Commercial Ave	CTH A	211	Stand Rock Rd	39	2024
3 (2019)	57	1968	22	Commercial Ave	CTH A	250	Stand Rock Rd	172	2024
5 (2019)	65	1992	20	Commercial Ave	CTH A	422	Stand Rock Rd	78	2024
5 (2019)	65	1992	20	Commercial Ave	CTH A	500	Stand Rock Rd	186	2024
5 (2019)	57	1968	22	Commercial Ave	CTH A	686	Stand Rock Rd	18	2024
4 (2019)	57	1968	22	Commercial Ave	CTH A	704	Stand Rock Rd	52	2024

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the City Plan Commission from their October 14, 2019 meeting;

IT APPROVES a Conditional Use Permit to Riverview Boat Line in order to allow land use 3.4 Residence, Multi-Family and buildings in excess of 45 feet in height on Sauk County Parcel 291-01300 located on the SW corner of Trout Road and Jones Road. This will be to construct 138 apartment units in two multi-story buildings. Permit comes with the following contingencies:

1. Development is approved by the property owner at the time of development.
2. Storm Water Plan is created to the satisfaction of the city.
3. A 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, _____ nays _____ abs.

Date Introduced: October 21, 2019

Date Passed:

Date Published:

Conditional Use Permit

Trout Rd. Multi-family

Staff Report for Plan Commission, 10/14/2019

The City of Wis. Dells has received a Conditional Use Permit application from Riverview Boat Line to allow land use 3.4 RESIDENCE, MULTI-FAMILY and buildings in excess of 45 feet in height on a Sauk County, City of Wisconsin Dells, Tax parcels 291-0130 located on the South-West corner of Trout Rd. and Jones Rd. The request is to construct approximately 138 apartment units in two multi-story buildings. The current zoning for this property is C-4 Commercial – large scale. The multi-family residential land use is allowed as a Conditional Use in the C-4 Zoning District. The proposed buildings will be multi-story, and may exceed the normal maximum building height of 45 feet. Buildings in excess of 45 feet in height are Conditionally Permitted if they are equipped with an automated sprinkler system.

The property that this proposed development will occur on has not yet been sold to the applicant, Riverview Boat Line. It is understood that the ultimate developer of the property may be a different entity. This approval is for the suitability of this property for the proposed use, and this approval may run with the land. However, no development may occur without the approval of the property owner at the time.

The current concept plan for this development has two (2) separate 69-unit buildings. The developer has stated that each building will contain underground parking. It is understood the two (2) buildings will be constructed in two (2) phases. The proposed building site meets the minimum lot size requirements for a multi-family development of this size. This property is approximately 13.75 acres, but the conceptual plan indicates this parcel would be divided into a 9.05 acre parcel, which includes the wetlands, for this development, with the remaining 4.7 acres along Trout Rd remaining vacant at this time. It is expected that the 4.7 acres along Trout Rd will be part of a separate future development.

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 138 unit development, the parking requirement would call for 294 parking spaces. The current plan only shows 78 surface parking spaces. It is expected that the remaining parking will be provided in underground lots, or additional surface stalls will be created.

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. The City has been looking for storm water management plans designed for the 50 year storm event. There appears to be two options for the discharge of storm water from this site: discharge to the adjacent wet land or discharge to a Trout Rd. storm sewer system that would be constructed concurrently.

This development sits on a low area, and will likely discharge storm water to the wetlands west of the development. There is not a clear drainage way from the development property to the defined creek. Drainage from this development will enter a creek that runs through a neighboring property and crosses Trout Rd. through a culvert south of the development and then across private property all the way to the Wisconsin River. The normal concern with storm water in new developments is the increase peak flows downstream due to the increase in impervious areas. These increases in peak flows can cause erosion problems and/or overwhelm existing culverts. Given the flat nature of the topography in this area, the existing wetlands currently act as a natural flood storage area. It seems unlikely that peak flows would create the standard concern. However, a significant amount of land in this area is encumbered with development restrictions due to the wetlands and flood lands. This development should not increase the flood water impediment on the development potential of other properties in this area. Hulbert Creek.

A standard item to consider for these types of developments is the buffering the development from surrounding properties. In this case, there are not any residents in very close proximity to this development. There is an existing business across Trout Rd, and this development should not create an unreasonable nuisance to them. Perhaps more significant will be the aesthetics of this development from Trout Rd. This development will be expected to abide by the City Standards for property maintenance. General nuisances such as poor property maintenance, the accumulation of trash on the property and noise issues shall not be systemic.

This development itself does not appear to provide significant amounts of green space. This concept plan for this development does not include any common recreational space on the grounds. However, the large wet land area immediately west of the development does provide for a large natural area aesthetic. The concept plan does include a walking path west of the buildings along the wet land area.

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. Given the potential for a number of buildings to be located on this property as a whole, some consideration should be given to the creation of additional public ROW, and road building to City specification for access and utility corridors.

Some planning considerations the City must keep in mind:

1. Recreational common space in the development and/or future Park Space in the area.
2. Storm water effects on surrounding properties and flood events.
3. Potential for additional public roads and Right Of Way for access and utilities.

The City Comprehensive plan call for this to be a commercial zone. The City considered multi-family residential to be a commercial use.

This development will generate increased traffic on Trout Rd.

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 does not appear to have a large potential to create a nuisance with surrounding properties. The primary concern would be along Trout Rd. 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.

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

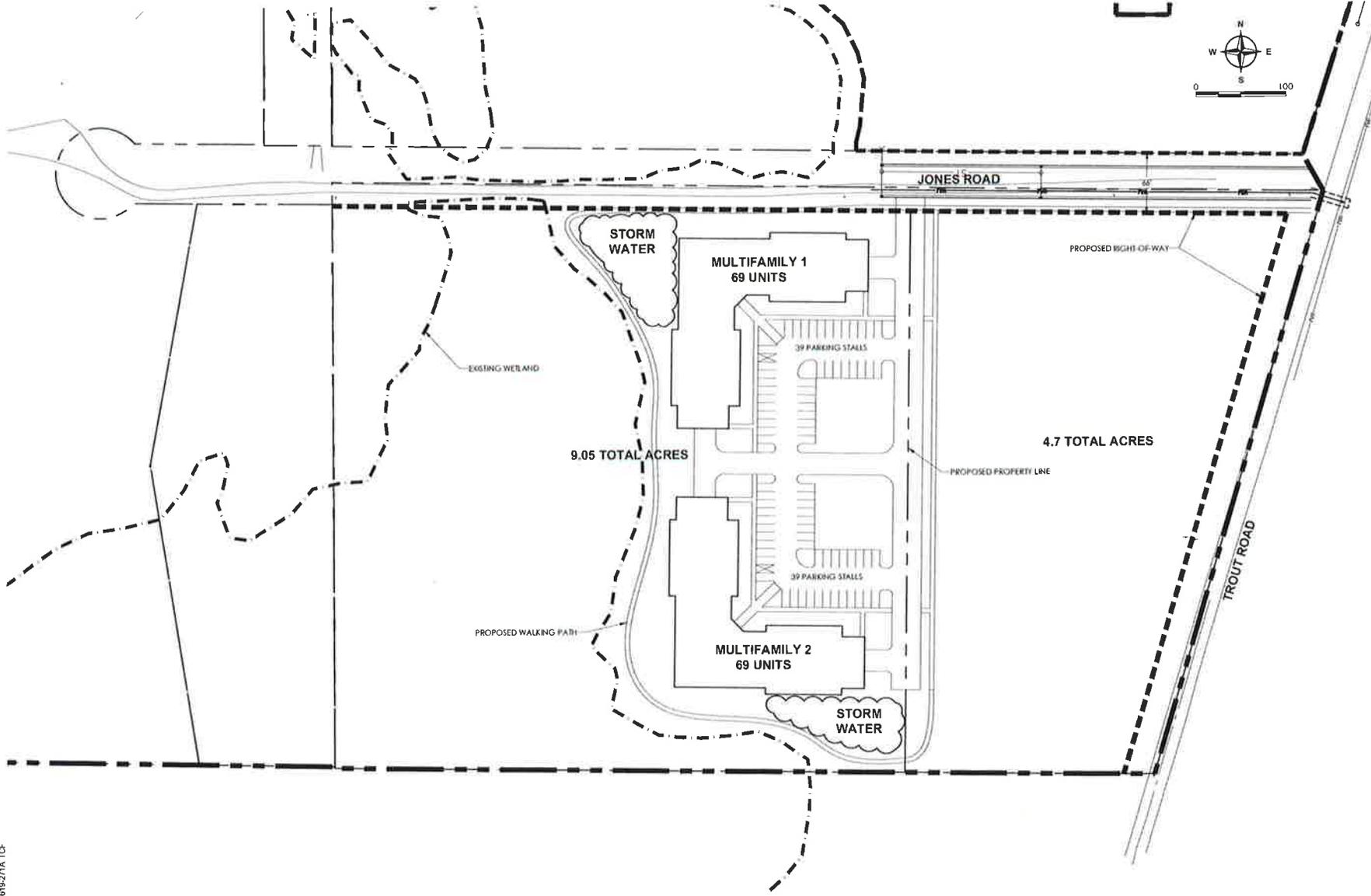
Any approval of this CUP should have the following contingencies:

1. The development is approved by the property owner at the time of development.
2. A storm water plan is created to the satisfaction of the City
3. 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



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

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the City Plan Commission from their October 14, 2019 meeting;

IT APPROVES the Certified Survey Map requested by Riverwood Eagles Nest, LLC in order to subdivide property they own at 103 Bowman Road, with the following conditions:

1. All easements and other clarifying documentation shall be completed and recorded with all affected parcels prior to occupancy being granted to any buildings.
2. Access road easements shall clarify the maintenance responsibilities between the shared users of the road, including snow removal, road repairs and road construction.
3. If any city services are to utilize the shared private road, such as garbage collection, waivers shall be recorded holding the city harmless of any damage their equipment may cause to the private road.

Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ___ ayes, ___ nays ___ abs.

Date Introduced: October 21, 2019

Date Passed:

Date Published:

103 Bowman Rd (Parcel 11291-2200.1903)
Certified Survey Map
Staff report for Plan Commission 10/14/2019

The City has received a Preliminary Certified Survey map from Riverwood Eagles Nest, LLC to subdivide property they own at 103 Bowman Rd. This property is Zoned Planned Development District 2 (PPD-2).

This City has approved a General Development Plan (GDP) for this area. The GDP consists of an Assisted Living Facility in the middle of the property, and a multi-story apartment building closer to Bowman Rd. The Assisted Living facility has two (2) separate phases. At this time the construction phases are referred to as: Phase 1A – southern Assisted Living, Phase 1B – multi-story apartment building, Phase 2 – northern Assisted Living & Commons, Phase 3 – Retreat Center & Private Residences.

The City has also approved a Site Plan or Precise Implementation Plan (PIP) for the first Phase of this project. The first phase of this project will consist of the construction of the southern half of the Assisted Living facility in the middle of the property.

The CSM submitted divides the property into three (3) lots. Lot 1 will encompass the Phase 1 construction of the southern half of the Assisted Living facility and the commons; Lot 2 will encompass the multi-story apartment building; the third lot is will be an approximately 13 acre remnant parcel that will eventually contain the northern half of the Assisted Living facility, and potentially other future uses, such as a conference center or private homes.

It is understood that the applicant intends to subdivide the parcel due to their need to have independent financing for the different construction phases.

In general, this subdivision appears to meet minimum lot standards. The only items of concern are: 1) There is a 3rd "remnant parcel" that will be created that is not described by this CSM; 2) Lot 1 and the remnant parcel will not have direct access to public Right of way; 3) The northern assisted living buildings to be constructed in Phase 2 will likely encroach on the Lot 1 property line. The applicant has submitted a response to these concerns (see attached).

In general, this office is comfortable addressing these items as follows: 1) The "remnant parcel" is over 5 acres and is therefore not required to be described by State Statute. In addition, a ALTA survey was performed in 2017 to provide a description of the existing parcel. Reproducing that work does not seem necessary; 2) There is an existing access road and access easement on the adjacent parcel south of the parent parcel that serves Lot 1 and the remnant parcel. All plans reviewed and approved to date have shown this entire property being accessed using this existing road and easement on the neighboring parcel. Given that this is a PDD development, which allows for some non-standard situations. While the PDD document did not explicitly state this development could have parcel that are served by an easement rather than direct connection to a public ROW, it could be considered to have been implied. The PDD can be amended to explicitly clarify use of the access easement and road on the neighboring property is acceptable. The City should require the access easement specifically addresses the maintenance responsibilities of the shared road; 3) The original

PDD did address allowing building encroachments on property line set-backs. The PDD can be amended to specifically address the Assisted Living building encroachments on the property line and setbacks. As long as the properties remain in the same ownership.

While the Zoning Administrator is comfortable with approval of this CSM, the decision is ultimately up to the Plan Commission to make a recommendation to approve. Any approval should be on the condition that all accessory easement and other documentation are completed, prior to occupancy be granted on any building affected by this CSM.

Approval of this CSM should carry the following conditions:

1. All easement and other clarifying documentation shall completed and recorded with all affected parcels prior to occupancy being granted to any buildings.
 - a. Access road easements shall clarify the maintenance responsibilities between the shared users of the road, including snow removal and road repairs and reconstruction.
 - b. If any City services are to utilize the shared private road (i.e. garbage collection), waivers shall be recorded holding the City harmless of any damage their equipment may cause to the private road.

Chris Tollaksen
City of Wisconsin Dells
10/10/2019

As prepared by:

GA GROTHMAN & ASSOCIATES S.C.
LAND SURVEYORS

625 EAST SLUFR STREET, P.O. BOX 373 PORTAGE, WI. 53901
PHONE: PORTAGE: (908) 742-7788 SALEM: (908) 644-5877
FAX: (908) 742-0434 E-MAIL: surveying@grothman.com
(RED LOGO REPRESENTS THE ORIGINAL MAP)

SEAL:



G & A FILE NO. 919-589

DRAFTED BY: AAT

CHECKED BY: JRG

PROJ. 919-529

DWG. 919-529

SHEET 1 OF 3

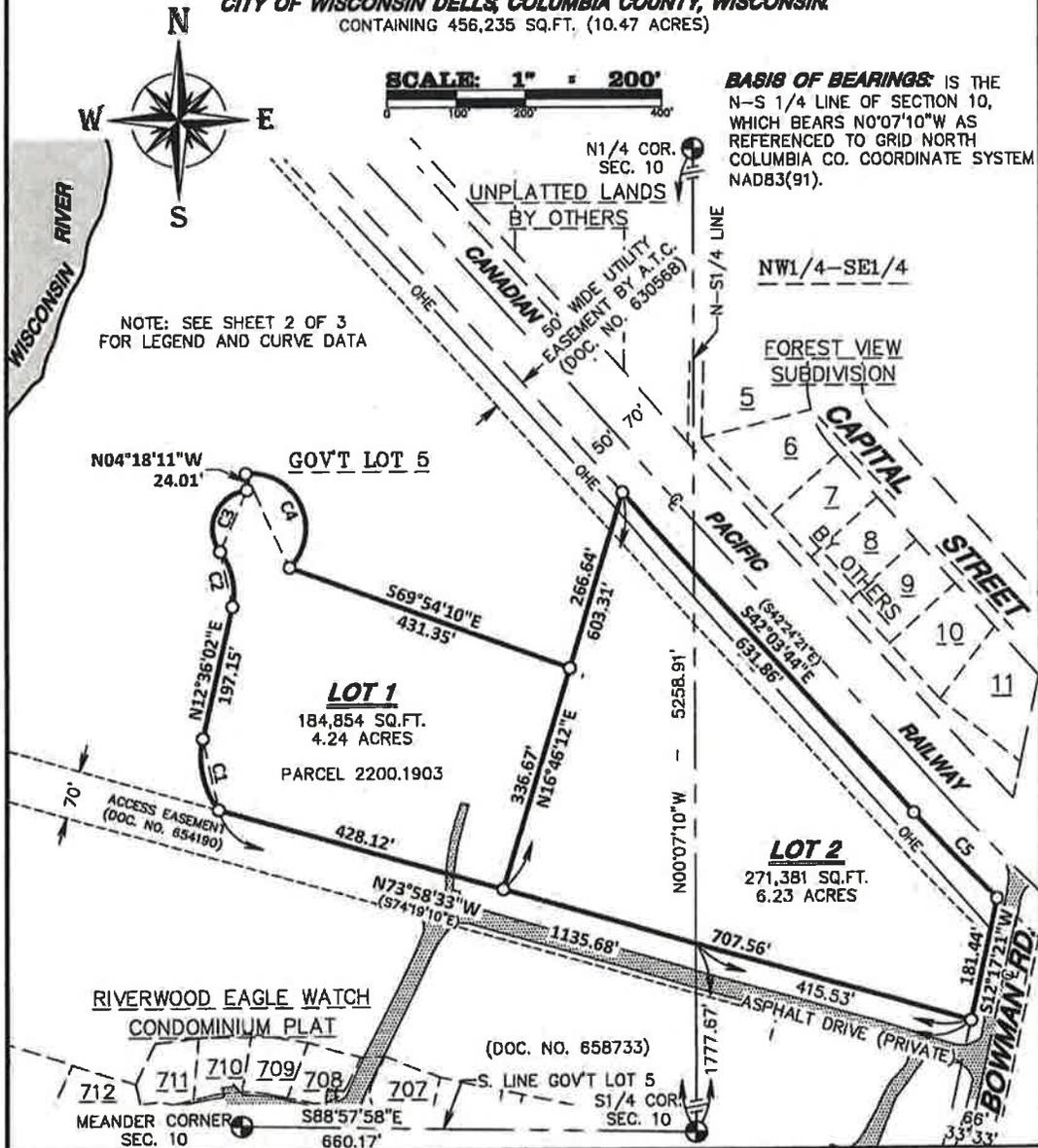
COLUMBIA COUNTY CERTIFIED SURVEY MAP NO. _____

GENERAL LOCATION

Volume _____ Page _____

BEING PART OF GOVERNMENT LOT 5 AND THE NW1/4 OF THE SE1/4, SECTION 10, T. 19 N, R. 6 E, CITY OF WISCONSIN DELLS, COLUMBIA COUNTY, WISCONSIN

CONTAINING 456,235 SQ.FT. (10.47 ACRES)



NOTE: SEE SHEET 2 OF 3 FOR LEGEND AND CURVE DATA

BASIS OF BEARINGS: IS THE N-S 1/4 LINE OF SECTION 10, WHICH BEARS N0°07'10"W AS REFERENCED TO GRID NORTH COLUMBIA CO. COORDINATE SYSTEM NAD83(91).

OWNER: RIVERWOOD EAGLES NEST LLC
8001 TERRACE AVENUE SUITE 202
MIDDLETON, WI 53562

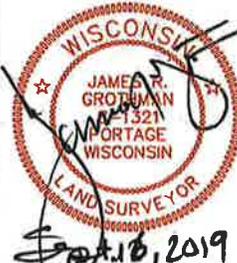
CLIENT: GENERAL ENGINEERING COMPANY
916 SILVER LAKE DRIVE
PORTAGE, WI 53901

As prepared by:

GA GROTHMAN & ASSOCIATES S.C.
LAND SURVEYORS

625 EAST SILVER STREET, P.O. BOX 373 PORTAGE, WI. 53901
PHONE PORTAGE: (608) 742-7788 SAJMS (608) 844-8877
FAX: (608) 742-0434 E-MAIL: surveylog@grothman.com
(RED LOGO REPRESENTS THE ORIGINAL MAP)

SEAL:



G & A FILE NO. 919-589



DRAFTED BY: AAT

CHECKED BY: JRG

PROJ. 919-529

DWG. 919-529

SHEET 2 OF 3

COLUMBIA COUNTY CERTIFIED SURVEY MAP NO. _____

GENERAL LOCATION

Volume _____, Page _____

**BEING PART OF GOVERNMENT LOT 6 AND THE NW1/4 OF THE SE1/4, SECTION 10, T. 13 N. R. 6 E,
CITY OF WISCONSIN DELLS, COLUMBIA COUNTY, WISCONSIN.**

CONTAINING 456,235 SQ.FT. (10.47 ACRES)

LEGEND

- 3/4" X 24" IRON ROD SET
(WT. = 1.5 LBS. / L.F.)
- BERNTSEN 2" ALUM. MON. FND.
- () PREVIOUS SURVEY
OR RECORD INFO.

CURVE DATA

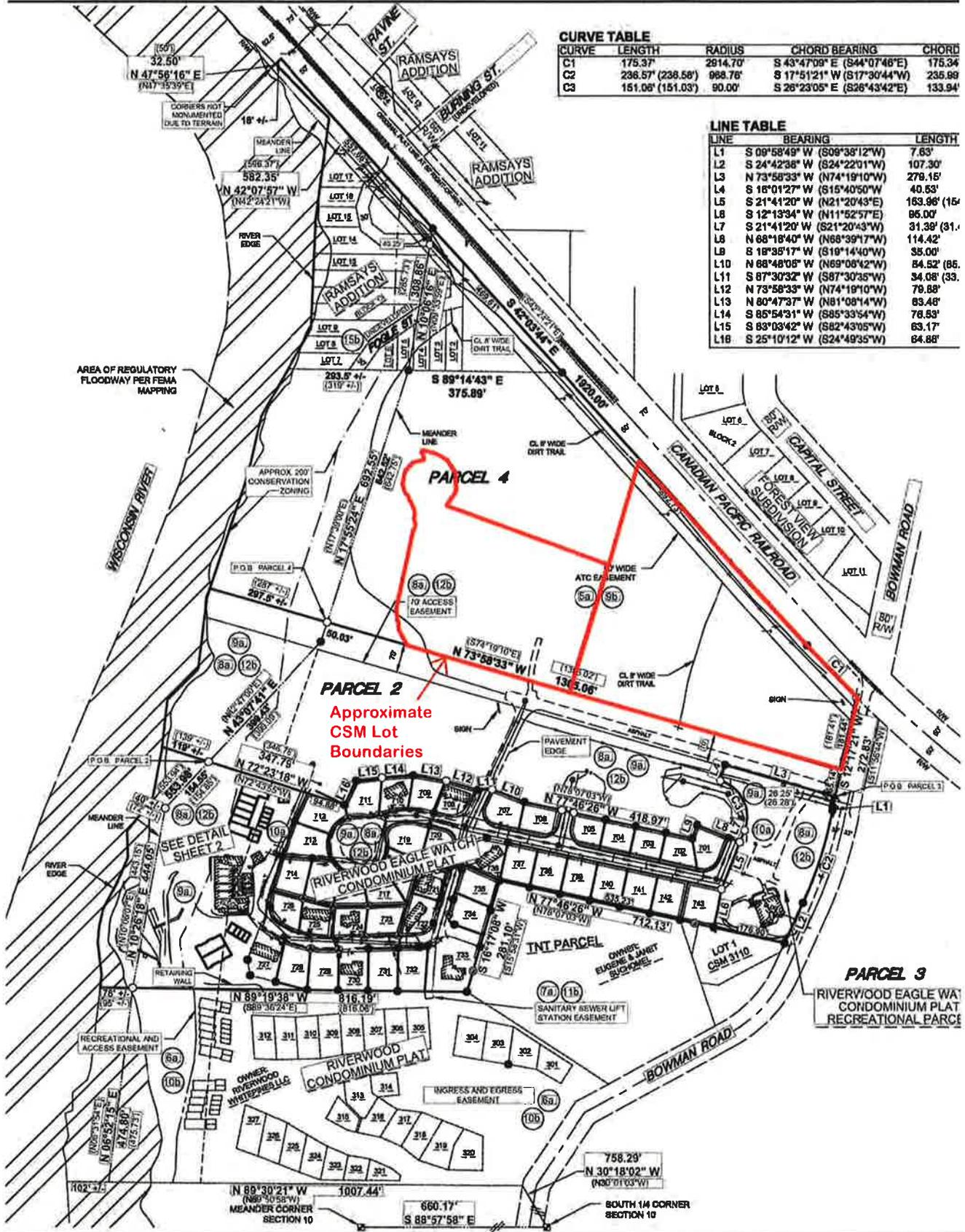
<u>C1</u>		<u>C3</u>	
DELTA	= 49°46'57"	DELTA	= 120°33'25"
ARC	= 109.48	ARC	= 117.83
RAD	= 126.00	RAD	= 56.00
BEARING	= N12°17'26"W	BEARING	= N23°22'18"E
DIST	= 106.07	DIST	= 97.27
<u>C2</u>		<u>C4</u>	
DELTA	= 49°30'27"	DELTA	= 141°41'38"
ARC	= 84.68	ARC	= 197.84
RAD	= 98.00	RAD	= 80.00
BEARING	= N12°09'11"W	BEARING	= S24°53'20"E
DIST	= 82.07	DIST	= 151.14
<u>C5</u>			
DELTA	= 03°26'49"		
ARC	= 175.35		
RAD	= 2914.70		
BEARING	= S43°46'55"E		
DIST	= 175.32		

OWNER: RIVERWOOD EAGLES NEST LLC
8001 TERRACE AVENUE SUITE 202
MIDDLETON, WI 53562

CLIENT: GENERAL ENGINEERING COMPANY
916 SILVER LAKE DRIVE
PORTAGE, WI 53901

As prepared by:  GROTHMAN & ASSOCIATES S.C. LAND SURVEYORS 625 EAST SLIFER STREET, P.O. BOX 373 PORTAGE, WI 53901 PHONE: PORTAGE: (800) 742-7708 SAUC: (800) 644-8877 FAX: (808) 742-0434 E-MAIL: surveying@grothman.com <small>(RED LOGO REPRESENTS THE ORIGINAL MAP)</small>	SEAL: 
G & A FILE NO. <u>919-529</u>	
DRAFTED BY: <u>AAT</u>	
CHECKED BY: <u>JRG</u>	
PROJ. <u>919-529</u>	
DWG. <u>919-529</u> SHEET <u>3</u> OF <u>3</u>	

COLUMBIA COUNTY CERTIFIED SURVEY MAP NO. _____ GENERAL LOCATION Volume _____, Page _____ BEING PART OF GOVERNMENT LOT 5 AND THE NW1/4 OF THE SE1/4, SECTION 10, T. 13 N., R. 6 E, CITY OF WISCONSIN DELLS, COLUMBIA COUNTY, WISCONSIN CONTAINING 456,235 SQ.FT. (10.47 ACRES) SURVEYOR'S CERTIFICATE	
<p>I, JAMES R. GROTHMAN, Professional Land Surveyor, do hereby certify that by the order of General Engineering Company I have surveyed, monumented, mapped and divided a part of Government Lot 5 and a part of the Northwest Quarter of the Southeast Quarter located in Section 10, Town 13 North, Range 6 East, City of Wisconsin Dells, Columbia County, Wisconsin, described as follows:</p>	
<p>Commencing at the South Quarter corner of said Section 10; thence North 00°07'10" West along the North - South Quarter line of said Section 10, 1,777.67 feet; thence South 73°58'33" East, 415.53 feet to the point of beginning, said point being on the Westerly right-of-way line of Bowman Road; thence North 73°58'33" West, 1,135.68 feet; thence Northwesterly along a 126.00 foot radius curve to the right having a central angle of 49°46'57" and whose long chord bears North 12°17'26" West, 106.07 feet; thence North 12°36'02" East, 197.15 feet; thence Northwesterly along a 98.00 foot radius curve to the left having a central angle of 49°30'27" and whose long chord bears North 12°09'11" West, 82.07 feet; thence Northeasterly along a 56.00 foot radius curve to the right having a central angle of 120°33'25" and whose long chord bears North 23°22'18" East, 97.27 feet; thence North 04°18'11" West, 24.01 feet; thence Southeasterly along a 80.00 foot radius curve to the right having a central angle of 141°41'38" and whose long chord bears South 24°53'20" East, 151.14 feet; thence South 69°54'10" East, 431.35 feet; thence North 16°46'12" East, 266.64 feet to a point in the Southerly right-of-way line of the Canadian Pacific Railway; thence South 42°03'44" East along said Southerly right-of-way line, 631.86 feet; thence Southeasterly along a 2,914.70 foot radius curve to the left in the Southerly right-of-way line of the Canadian Pacific Railway having a central angle of 03°26'49" and whose long chord bears South 43°46'55" East, 175.32 feet to a point in the Westerly right-of-way line of Bowman Road; thence South 12°17'21" West along said Westerly right-of-way line, 181.44 feet to the point of beginning. Containing 456,235 square feet, (10.47 acres), more or less. Being subject to servitudes and easements of use or record if any.</p>	
<p>I DO FURTHER CERTIFY that this is a true and correct representation of the boundaries of the land surveyed and that I have fully complied with the Provisions of Section AE 7 of the Wisconsin Administration Code and Chapter 236.34 of the Wisconsin State Statutes and the City of Wisconsin Dells Land Division Ordinances to the best of my knowledge and belief.</p>	
<p> JAMES R. GROTHMAN Professional Land Surveyor, No. 1321 Dated: September 16, 2018 File No: 919-529</p>	
PLANNING & ZONING APPROVAL	
<p>This Certified Survey Map in the City of Wisconsin Dells, is hereby approved by the Planning & Zoning Administrator.</p>	
Planning & Zoning Administrator	Date
OWNER: RIVERWOOD EAGLES NEST LLC 8001 TERRACE AVENUE SUITE 202 MIDDLETON, WI 53562	CLIENT: GENERAL ENGINEERING COMPANY 916 SILVER LAKE DRIVE PORTAGE, WI 53901



RIVERWOOD EAGLE'S NEST LLC ALTA/ACSM SURVEY

RIVERWOOD EAGLE'S NEST LLC
 BOWMAN ROAD
 WISCONSIN DELLS, WI 53965

ALTA/ACSM LAND TITLE SURVEY

AREA TABLE (PER PLAT)		GARAGE AREA	
LOT	AREA	LOT	AREA
701	6,742 SQ FT	741	7,125 SQ FT
702	6,088 SQ FT	742	7,125 SQ FT
703	5,625 SQ FT	743	8,067 SQ FT
704	5,625 SQ FT	744	1,698 SQ FT
705	5,657 SQ FT	745	1,698 SQ FT
706	6,815 SQ FT	746	1,698 SQ FT
707	7,221 SQ FT	747	7,311 SQ FT
708	5,282 SQ FT	748	7,099 SQ FT
710	6,218 SQ FT	749	7,413 SQ FT
711	6,844 SQ FT	750	7,465 SQ FT
712	7,861 SQ FT	751	6,732 SQ FT
713	7,812 SQ FT	752	6,597 SQ FT
714	7,114 SQ FT	753	7,125 SQ FT
715	7,381 SQ FT	754	7,125 SQ FT
716	5,741 SQ FT	755	7,125 SQ FT
717	6,744 SQ FT	756	7,125 SQ FT

Surveyor's Certification

To the Riverwood Eagle's Nest LLC, its successors and assigns and First American Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and include Items 1, 2, 3, 4, 6(1), 8, 9, 11, 13, and 16 of Table A thereto. The field survey data collection was completed in January 2017.

Kevin C. Lord, P.L.S.
 Registration No. S-2645
 in the State of Wisconsin
 kord@msa.com
 Date of Survey, January 20, 2017



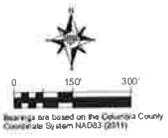
PARCEL 2
 378,287 SQ FT +/- OR
 8.639 ACRES +/- WITHIN MEANDER LINE

483,104 SQ FT +/- OR
 10.851 ACRES +/- TO RIVER EDGE

PARCEL 3
 78,025 SQ FT +/- OR 1.814 ACRES +/-

PARCEL 4
 740,262 SQ FT +/- OR
 16.984 ACRES +/- WITHIN MEANDER LINE

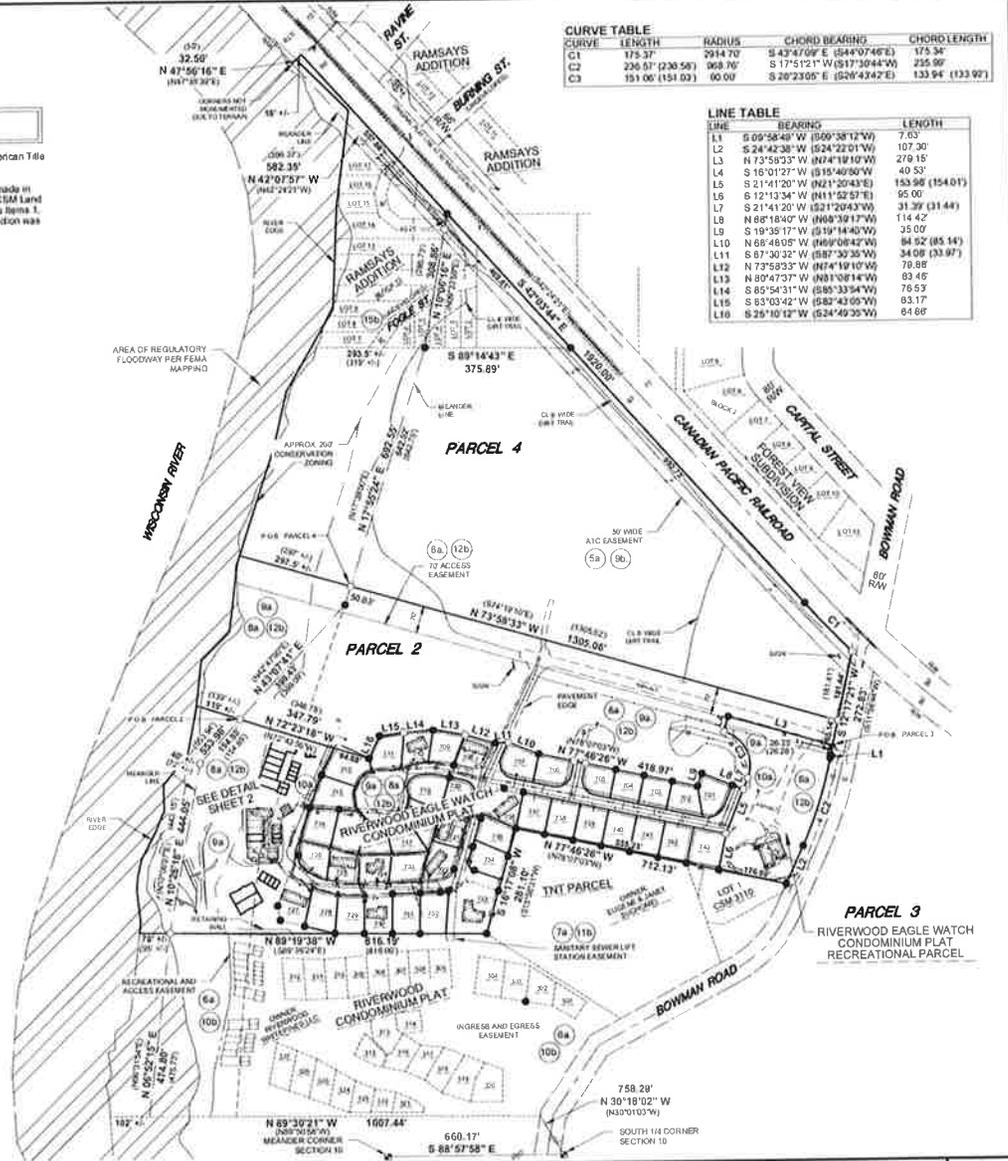
1,055,242 SQ FT +/- OR
 24.225 ACRES +/- TO RIVER EDGE



FLOOD NOTE:
 By graphic plotting only, a portion of this property is in the Regulatory Floodway of the Flood Insurance Rate Map, Community Flood No. 500102010E, which bears a Map Effective Date of May 16, 2016.

ALTA LEGEND

- | | | | |
|--|------------------------|--|---------------------------------------|
| | BOUNDARY LINE | | UTILITY FEDESTAL |
| | CENTERLINE | | CURB INLET |
| | EXISTING EASEMENT | | CURB STOP |
| | RIGHT-OF-WAY LINE | | ELECTRIC METER |
| | ABUTTING SURVEY | | GAS METER |
| | PAVEMENT EDGE | | HYDRANT |
| | UNDERGROUND ELECTRIC | | LIGHT POLE |
| | UNDERGROUND TELEPHONE | | POWER POLE |
| | UNDERGROUND CABLE TV | | SANITARY MANHOLE |
| | OVERHEAD UTILITY | | WATER VALVE |
| | SANITARY SEWER | | FOUND 1" IRON PIPE |
| | STORM SEWER | | FOUND 3/4" REBAR |
| | WATER LINE | | FOUND NAIL SPIKE |
| | GAS LINE | | FOUND NAIL |
| | EXISTING BUILDING LINE | | SET 3/4" BY 24" IRON ROD - 50 LBS. FT |
| | | | RECORD MEASUREMENT |



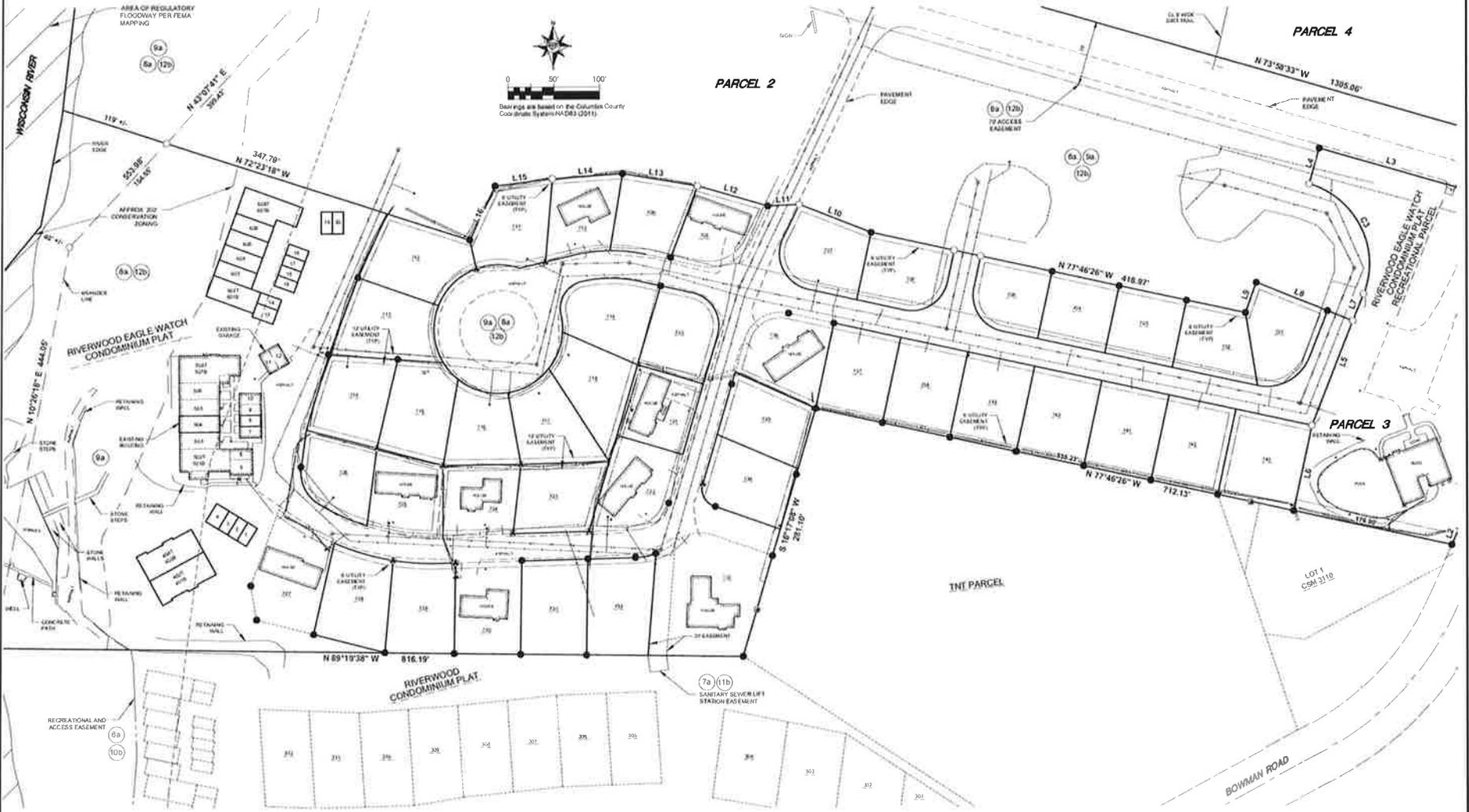
CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	175.37'	2914.70'	S 47°17'08" E (S44°07'46")	175.30'
C2	226.07' (230.58)	968.76'	S 17°51'21" W (S17°30'44" W)	235.90'
C3	151.00' (151.02)	60.00'	S 20°23'05" E (S20°43'42" E)	133.94' (133.97)

LINE TABLE

LINE	BEARING	LENGTH
L1	S 09°58'48" W (S09°38'12" W)	7.03'
L2	S 24°42'38" W (S24°22'01" W)	107.30'
L3	N 12°53'33" W (N14°10'10" W)	279.15'
L4	S 16°01'27" W (S15°40'50" W)	40.53'
L5	S 21°41'20" W (N21°20'43" E)	153.98' (154.01')
L6	S 12°13'34" W (N11°52'27" E)	95.00'
L7	S 21°41'20" W (S21°20'43" W)	31.39' (31.44')
L8	N 68°18'40" W (N68°39'17" W)	114.42'
L9	S 19°35'17" W (S19°14'40" W)	35.00'
L10	N 65°46'05" W (N65°06'48" W)	84.92' (85.14')
L11	S 87°30'32" W (S87°30'35" W)	34.08' (33.97')
L12	N 73°53'33" W (N74°10'10" W)	70.88'
L13	N 80°47'37" W (N81°08'14" W)	83.45'
L14	S 85°54'31" W (S85°33'34" W)	70.53'
L15	S 83°03'42" W (S82°43'05" W)	63.17'
L16	S 25°10'12" W (S24°49'35" W)	64.66'

ALTA/ACSM LAND TITLE SURVEY



PROJECT NO.	DATE	SCALE	REVISION	BY	DATE
130118	12/11/18	AS SHOWN			

MSA
 TRANSPORTATION • MUNICIPAL
 DEVELOPMENT • ENVIRONMENTAL
 2401 North Star of Lake Madison, WI 53104
 OUR 24-7773 T 800-448-0878 FAX 608-242-0844
 WWW.MSAENGINEERING.COM

RIVERWOOD EAGLE'S NEST LLC ALTA/ACSM SURVEY

RIVERWOOD EAGLE'S NEST LLC
 BOWMAN ROAD
 WISCONSIN DELLS, WI 53985

PROJECT
 01301004
 SHEET
 2 of 3

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

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

IT APPROVES the Task Order with MSA Professional Services in the amount of \$6500 to prepare and update the city's corporate boundary description which includes updating the city's existing corporate boundary map.

Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes, ____ nays ____ abs.
Date Introduced: October 21, 2019
Date Passed:
Date Published:



Task Order
(#00085096)

To: City of Wisconsin Dells
Chris Tollaksen
300 La Crosse St
Wisconsin Dells, WI 53965

Date of Issuance: 10-17-2019

MSA Project No.: 00085096

This task order will acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project:

Project Name: City of Wisconsin Dells Corporate Boundary Description Update

The scope of the work authorized is: Prepare and update the City's corporate boundary description including an update of the existing corporate boundary map

The schedule to perform the work is: approximate start: 10-21-2019
approximate completion: 12-15-2019

The estimated fee for the work is: \$6,500

This authorization for the work described above shall serve as the Agreement between MSA and OWNER. All services shall be performed in accordance with the Master Professional Services Agreement currently in force. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and materials basis. A list of reimbursable expenses is included on the attached rate schedule.

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Agreement. A copy of this Agreement signed by the authorized representatives shall be returned for our files.

CITY OF WISCONSIN DELLS

MSA PROFESSIONAL SERVICES, INC.

Chris Tollaksen
Planning and Zoning Administrator
Date: _____



Tim Mikonowicz
Team Leader
Date: 10-17-2019

Attest: City Clerk/Coordinator

Clerk Name: Nancy Holzem
Date: _____

1230 South Blvd
Baraboo, WI 53913
Phone: 608-355-8905
Email: tmikonowicz@msa-ps.com

300 La Crosse St
Wisconsin Dells, WI 53965
Phone: 608-253-2542
Email: ctollaksen@dellscitygov.com

**ATTACHMENT A:
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Architects.....	\$111 – \$170/hr.
Clerical	\$ 55 – \$110/hr.
CAD Technician.....	\$ 65 – \$125/hr.
Geographic Information Systems (GIS).....	\$ 94 – \$138/hr.
Housing Administration.....	\$ 68 – \$115/hr.
Hydrogeologists.....	\$114 – \$147/hr.
Planners	\$ 89 – \$160/hr.
Principals.....	\$180 – \$250/hr.
Professional Engineers.....	\$ 85 – \$153/hr.
Project Manager	\$ 85 – \$180/hr.
Professional Land Surveyors.....	\$ 79 – \$160/hr.
Staff Engineers.....	\$ 74 – \$144/hr.
Technicians	\$ 65 – \$125/hr.
Wastewater Treatment Plant Operator.....	\$ 72 – \$ 92/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Fax	\$1.00/page
GPS Equipment.....	\$40/hour
Mailing/UPS.....	At cost
Mileage – Automobile (currently \$0.545/mile)	Rate set by Fed. Gov.
Mileage – MSA Truck	\$0.70/mile
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter.....	\$100/day
PC/CADD Machine.....	Included in labor rates
Stakes/Lath/Rods	At cost
Total Station	Included in labor rates
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing.....	At cost
Trimble Geodimeter.....	\$30/hour

* Labor rates represent an average or range for a particular job classification. These rates are in effect until January 1, 2020.

**MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)**

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.
2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.
3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.
4. **Access to Site.** Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.
5. **Location of Utilities.** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to Consultant by others.
6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.
7. **Construction.** This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.
8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.
MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work. The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
10. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.
This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.
11. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

12. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

13. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

14. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

15. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

16. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

17. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

18. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

19. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

20. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.