

CITY OF WISCONSIN DELLS MEETING AGENDA

REVISED (Item 17 added)

Meeting Description: COMMON COUNCIL MEETING

Date: MONDAY, SEPTEMBER 21, 2020 **Time:** 6:30PM **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 2, 2020 Special Common Council Meeting Minutes b. Schedule of Bills Payable dated September 21, 2020 c. Applications for Bartender Licenses 			
AGENDA ITEMS				
4	Public Comment/Citizen Appearances for Any Non-Agenda Item			
5	Proclamation Recognizing October as Fire Prevention Month and October 4-10 as Fire Prevention Week			
6	Proclamation Recognizing April 30, 2021 as Arbor Day (needed for Tree City renewal)			
7	Original Class B Beer License Application Submitted by MR LUIS LLC, Luis Martinez Agent, for Playa Azul, 229 Broadway, for the Licensing Period of September 21, 2020 thru June 30, 2021			
RESOLUTIONS				
8	Resolution to Approve the 2020 Audit Engagement Letter with Johnson-Block & Company			
9	Resolution to Approve the Engagement Letter with Johnson-Block & Company for Rate Case Work for the Water and Electric Utilities			
10	Resolution to Approve the Audit Engagement Letter with Johnson-Block & Company for the WEDC Grant			
11	Resolution to Approve County Library Tax Exemption for Columbia, Sauk, Adams & Juneau Counties			
12	Resolution to Approve and Authorize Those Actions Necessary in Connection with the Karas Real Estate Transaction and Development Agreement, as Amended, with Movin' Out Entities Including without Limitation, Conveyances, Affidavits, Settlement Statements, Intra-Party Agreements and Release of Easements within Vacated Right-of-Way			
13	Resolution to Approve the 2020 Columbia County All Hazards Mitigation Plan			
14	Resolution to Approve a Conditional Use Permit to Cuppa Mudd Espresso to Allow Commercial Activity Without a Permanent Building, a Drive-up Service Window, Outdoor Vendor, Walk-up Service Window, and Outdoor Commercial Food & Beverage Service on a Premise Without Washroom Facilities or Running Water at 2030 Wisconsin Dells Parkway, Sauk County Parcel 291-0148-00000 – With Contingencies			
15	Resolution to Approve the Site Plan Application Submitted by Cuppa Mudd Espresso for Construction of a Stand Alone Coffee Shop at 2030 Wisconsin Dells Parkway, Sauk County Parcel 291-0148-00000 – With Contingencies			

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

ITEM 3c

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

FOR OFFICE USE ONLY

Current Licensing Period: July 1, 2020 to June 30, 2022 Amount Paid: \$ 60.00 Receipt No. 73932

Council Date Granted: _____ Police Dept Verification: 9/9/20 By: [Signature]

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

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

Name Garduno Marcos
Last First Middle

Home Address 610 Commercial ave Lot 616 Wisconsin Dells WI 53965
Street City State Zip

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

Date of Birth: 08/06/1980 Drivers License # _____ State _____

Phone Number: 608 432 80 5-1

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

License to be used at (Name of Wisconsin Dells Business): MR LUIS LLC (Playa Azul)

Have you been convicted of a felony? Yes ___ No X
Have you been arrested or convicted of any law or ordinance pertaining to alcohol or drugs? Yes ___ No X
Have you been arrested or convicted of any State, Federal or Local Laws (other than speeding tickets)? Yes ___ No X
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

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: Marcos [Signature] Date: 9/04/20

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, 2020 to June 30, 2022 Amount Paid: \$ 60.00 Receipt No. 73933

Council Date Granted: _____ Police Dept Verification: 9/9/20 By: DD

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

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

Name Martinez Martha A
Last First Middle

Home Address 610 Commercial Ave Wisconsin Dells WI 53965
Street City State Zip

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

Date of Birth: 07-17-1983 Drivers License # _____ State _____

Phone Number: 608 432 8073

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

License to be used at (Name of Wisconsin Dells Business): MR LUIS (Playa Azul)

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:

<u>Date</u>	<u>Nature of Offense</u>	<u>County</u>	<u>State</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: Martha A. Martinez Date: 9/04/20

CITY OF WISCONSIN DELLS FIRE PREVENTION PROCLAMATION

ITEM 5

WHEREAS, the city of Wisconsin Dells is committed to ensuring the safety and security of all those living in and visiting Wisconsin Dells; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,700 people and injured more than 11,500 people in the United States in 2018, according to the U.S. Fire Administration. Fire departments in the United States responded to 379,600 residential fires, resulting in losses of \$8,194,000,000.; and

WHEREAS, cooking is the leading cause of home fires in the United States, and two of every five home fires start in the kitchen with 31% of these fires resulting from unattended cooking; and

WHEREAS, more than half of reported non-fatal home cooking fire injuries occurred when the victims tried to fight the fire themselves and children under five face a higher risk of non-fire burns associated with cooking than being burned in a cooking fire.

WHEREAS, Wisconsin Dells residents should stay in the kitchen when cooking food on the stovetop, keep a three-foot kid-free zone around cooking areas and keep anything that can catch fire away from stove tops; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire and working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, the Kilbourn Fire Department is dedicated to reducing the occurrence of home fires and home fire injuries and deaths through prevention and protection education; and

WHEREAS, Wisconsin Dells residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2020 Fire Prevention Week theme™, “**Serve Up Fire Safety in the Kitchen!!**” effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

THEREFORE, I Ed Wojnicz of Wisconsin Dells, do hereby proclaim October as Fire Prevention Month and October 4-10, 2020, as Fire Prevention Week throughout this City, and I urge all the people of Wisconsin Dells to use safe cooking practices, and to support the many public safety activities and efforts of the Kilbourn Fire Department’s fire and emergency services.

Dated this 21st day of September, 2020.

In witness, thereof, I sign this proclamation.

Edward E. Wojnicz, Mayor

CITY OF WISCONSIN DELLS 2021 ARBOR DAY PROCLAMATION

WHEREAS, natural areas, trees, and landscapes provide not only community beautification but also economic and environmental benefits;

WHEREAS, trees provide many benefits to the community, including air purification, windbreaks, noise reduction, shade, and energy savings;

WHEREAS, planting trees and maintaining older trees provides an opportunity for community interaction, volunteerism, economic development, and environmental conservation;

WHEREAS, our efforts to improve the environment benefit present and future generations;

THEREFORE, BE IT RESOLVED that I, Edward E. Wojnicz, Mayor of the City of Wisconsin Dells, Wisconsin, do hereby proclaim April 30, 2021 as Arbor Day and encourage citizens to participate in appropriate activities and to take advantage of the benefits of parks and other natural areas in our community.

In witness, thereof,

I sign this proclamation.

Dated this 21st day of September 2020

Edward E. Wojnicz
Mayor

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 09/01/2021 ending: 06/30/2021
(mm dd yyyy) (mm dd yyyy)

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

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

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

Applicant's Wisconsin Seller's Permit Number	
FEN Number	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>75.00</u>
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>14.00</u>
TOTAL FEE	\$ <u>89.00</u>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
MR LUIS 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)
<u>Martinez</u>	<u>Luis</u>	<u>A.</u>	<u>415 6th Ave Baraboo WI 53413</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	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Martinez</u>	<u>Luis</u>	<u>A.</u>	
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Playa Azul Business Phone Number _____
 2. Address of Premises 229 Broadway Post Office & Zip Code Wisconsin Dells WI 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.)

The place has a storage room for all alcoholic beverages.
The alcoholic beverages will be sold and served inside the building premises and specific outdoor patio. Outdoor space adjacent to building.

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? _____

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

COPY

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 Columbia

The undersigned duly authorized officer/member/manager of MR LUIS 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 Playa Azul
(Trade Name)

located at 229 Broadway Wisconsin Dells WI 53965

appoints Luis A. Martinez
(Name of Appointed Agent)
(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).

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? 17 years

Place of residence last year 415 6th Ave Baraboo WI 53913

For: MR LUIS LLC
(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, Luis A Martinez, 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] 9/03/2020 Agent's age 39 years old
(Signature of Agent) (Date)
415 6th Ave Baraboo WI 53913 Date of birth 06/09/1981
(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)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <u>Martinez</u>		(first name) <u>Luis</u>		(middle name) <u>A</u>	
Home Address (street/route) <u>415 6th Ave Baraboo</u>		Post Office	City <u>Baraboo</u>	State <u>WI</u>	Zip Code <u>53913</u>
Home Phone Number <u>608 448-1944</u>		Age <u>39</u>	Date of Birth <u>06/09/1981</u>	Place of Birth <u>Mexico</u>	

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.

Luis A. Martinez of MR Luis 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:

1. How long have you continuously resided in Wisconsin prior to this date? 17 years
2. 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.)
3. 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.
4. 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)
5. 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
Employer's Name	Employer's Address	Employed From	To

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)

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the Finance Committee from their September 21, 2020 meeting;

It APPROVES the 2020 Audit Engagement Letter with Johnson-Block.

Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk/Coordinator

Vote: _____ ayes; _____ nays; _____ abs
Date Introduced: September 21, 2020
Date Passed:
Date Published:



September 12, 2020

To the City Council and City Treasurer
City of Wisconsin Dells
300 La Crosse Street
Wisconsin Dells, Wisconsin 53965

We are pleased to confirm our understanding of the services we are to provide for the City of Wisconsin Dells for the year ended December 31, 2020.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City of Wisconsin Dells as of and for the year ended December 31, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Wisconsin Dells' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Wisconsin Dells' RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI (if prepared) is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedule for the general fund
3. Wisconsin Retirement System Schedules
4. Local Retiree Life Insurance Fund Schedules
5. Health Insurance OPEB Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Wisconsin Dells' financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Combining statements of non-major governmental funds



Audit Scope and Objectives (Continued)

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.



Audit Procedures – Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Wisconsin Dells' compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements of the City of Wisconsin Dells in conformity with U.S. generally accepted accounting principles, maintaining the depreciation schedules, assist with preparation of the Department of Revenue Municipal Financial Report, and assist with preparation of the Public Service Commission Water Utility and Electric Utility annual reports based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.



Responsibilities of Management for the Financial Statements (Continued)

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Johnson Block & Company, Inc. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulator or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Johnson Block & Company, Inc. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the regulator or its designee. The regulator or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.



Engagement Administration, Fees and Other (Continued)

We expect to begin our audit by the end of March 2021 and to prepare our draft audit reports by June 15, 2021. Carrie Leonard, CPA is the engagement partner and is responsible for supervising the engagement and signing the report. We will also prepare the Department of Revenue financial report form, the Public Service Commission annual reports, and the TID annual reports. We will meet with the City Finance Committee at the conclusion of the audit to discuss our findings.

Our fees for the audit and other services will not exceed \$32,200. Fees related to individual parts are estimated as follows:

General City	\$ 8,100
Electric Utility	6,550
Water Utility	4,950
Sewer Utility	4,550
Parking Utility	1,100
TIDs and CDA	5,600
BID	<u>1,350</u>
	<u>\$32,200</u>

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If additional services are necessary, we will discuss them with you and arrive at a fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to City of Wisconsin Dells and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the letter and return it to us.

Very truly yours,

Johnson Block & Company, Inc.

JOHNSON BLOCK & COMPANY, INC.
CERTIFIED PUBLIC ACCOUNTANTS
MADISON, WISCONSIN



Page 6 of 8
City of Wisconsin Dells

RESPONSE:

This letter correctly sets forth the understanding of the City of Wisconsin Dells.

Management Signature: _____

Title: _____

Date: _____

Governance Signature: _____

Title: _____

Date: _____



ADDENDUM A

We will perform the following services:

We will compile, from information you provide, the annual Financial Report Form to the Wisconsin Department of Revenue, for the year ended December 31, 2020. Upon completion of the compilation of the annual Financial Report Form, we will provide the City with our accountant's compilation report. If, for any reason caused by or relating to affairs or management of the City, we are unable to complete the compilation or if we determine in our professional judgement the circumstances necessitate, we may withdraw and decline to submit the annual Financial Report Form to you as a result of this engagement.

Our Responsibilities and Limitations

We will be responsible for performing the compilation in accordance with *Statements on Standards for Accounting and Review Services* established by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with accounting principles generally accepted in the United States of America.

Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, and of any evidence that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

Management's Responsibilities

The City's management is responsible for the financial statements referred to above. In this regard, management is responsible for (i) the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, (ii) designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements, (iii) preventing and detecting fraud, (iv) identifying and ensuring that the entity complies with the laws and regulations applicable to its activities, and (v) making all financial records and related information available to us. Management also is responsible for identifying and ensuring that the City complies with the laws and regulation applicable to its activities.

Management is responsible for providing us with the information necessary for the compilation of the financial statements and the completeness and the accuracy of that information and for making City personnel available to whom we may direct inquiries regarding the compilation. We may make specific inquiries of management and others about the representations embodied in the financial statements.



ADDENDUM B

We will perform the following services:

We will compile, from information you provide, the Public Service Commission Annual Reports, including the balance sheets of the water utility and the electric utility, enterprise funds of the City of Wisconsin Dells, as of December 31, 2020 and 2019, and the related statements of income and retained earnings for the years then ended and the supplemental schedules as of and for the year ended December 31, 2020. Upon completion of the Public Service Commission Annual Reports, we will provide the City with our accountant's compilation reports. If, for any reason caused by or relating to affairs or management of the City, we are unable to complete the compilation or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to submit the Public Service Commission Annual Report to you as a result of this engagement.

Our Responsibilities and Limitations

We will be responsible for performing the compilation in accordance with *Statements on Standards for Accounting and Review Services* established by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with accounting principles generally accepted in the United States of America.

Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, and of any evidence that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

Management's Responsibilities

The City's management is responsible for the financial statements referred to above. In this regard, management is responsible for (i) the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, (ii) designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements, (iii) preventing and detecting fraud, (iv) identifying and ensuring that the entity complies with the laws and regulations applicable to its activities, and (v) making all financial records and related information available to us. Management also is responsible for identifying and ensuring that the City complies with the laws and regulation applicable to its activities.

Management is responsible for providing us with the information necessary for the compilation of the financial statements and the completeness and the accuracy of that information and for making City personnel available to whom we may direct inquiries regarding the compilation. We may make specific inquiries of management and others about the representations embodied in the financial statements.

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the Finance Committee from their September 21, 2020 meeting;

It APPROVES the Engagement Letter with Johnson-Block & Company for rate case study work for the Electric and Water Utilities.

Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk/Coordinator

Vote: _____ ayes; _____ nays; _____ abs

Date Introduced: September 21, 2020

Date Passed:

Date Published:



September 12, 2020

David Holzem
City of Wisconsin Dells Electric and Water Utilities
300 La Crosse Street
Wisconsin Dells, Wisconsin 53965

We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services we will provide for the City of Wisconsin Dells Electric and Water Utilities (Utilities).

You have requested that we prepare the forecasts of the Utilities, which comprises the forecasted financial schedules as of December 31, 2020, and for the year then ending, including the related summaries of significant forecast assumptions, and perform a compilation engagement with respect to the forecasts. The forecasts will not include a summary of significant accounting policies or other required disclosures not related to the significant assumptions.

Forecasts present, to the best of management's knowledge and belief, the Utilities' expected financial position and results of operations for the forecast period. It is based on management's assumptions, reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

Our Responsibilities

The objective of our engagement is to –

1. prepare the forecasts in accordance with the guidelines for presentation of a forecast established by the American Institute of Certified Public Accountants (AICPA) based on information provided by you, and
2. apply accounting and financial reporting expertise to assist you in the presentation of the forecasts without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the forecasts in order for them to be in accordance with guidelines for presentation of a forecast established by the AICPA.

We will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the forecasts.

Our engagement cannot be relied upon to identify or disclose any misstatements in the forecasts, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare the forecasts in accordance with guidelines for presentation of a forecast established by the AICPA and assist you in developing the presentation of the forecasts in accordance guidelines for presentation of a forecast established by the AICPA. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

1. The selection of the accounting principles to be applied in the preparation of the forecasts.
2. The preparation and presentation of the forecasts in accordance with guidelines for presentation of a forecast established by the AICPA and the inclusion of all informative disclosures that are appropriate for the forecasts under those guidelines.
3. The design, implementation, and maintenance of internal control relevant to the preparation and presentation of the forecasts and that the forecasts are free from material misstatement whether due to fraud or error.
4. The prevention and detection of fraud.
5. To ensure that the Utilities comply with the laws and regulations applicable to its activities.
6. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgements, you provide to us for the engagement.
7. To provide us with—
 - access to all information of which you are aware is relevant to the preparation and presentation of the forecasts, such as records, documentation, and other matters.
 - additional information that we may request from you for the purpose of the compilation engagement.
 - unrestricted access to persons within the Utilities of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our preparation of your forecasts. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Our Report

As part of our engagement, we will issue reports that will state that we did not examine or review the forecasts and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. It will also state that (1) there will usually be differences between the forecasted and actual results because events and circumstances frequently do not occur as expected, and those differences may be material; and (2) we have no responsibility to update the reports for events and circumstances occurring after the date of the reports.

There may be circumstances in which the reports differ from the expected form and content.

You agree to include our compilation reports in any document containing the forecasts that indicates that we have performed a compilation engagement on the forecasts and, prior to inclusion of the reports, to ask our permission to do so.

Other Relevant Information

Carrie Leonard is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

The fees for the compilation of the forecasts will be billed at our regular hourly rates based on the staff involved. We estimate the fees for the Electric Utility forecast will be \$11,000 to \$13,000. We estimate the fees for the Water Utility forecast will be \$5,000 to \$7,000. Any time devoted to attending the hearings or representing the Utilities before the Wisconsin Public Service Commission will also be billed at our regular hourly rates, and is in addition to the fees referred to above. This estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not issued our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.



JOHNSON BLOCK
CPAs

City of Wisconsin Dells Electric and Water Utilities
Page 4

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the letter and return it to us.

Sincerely,

Johnson Block & Company, Inc.

Johnson Block & Company, Inc.

RESPONSE:

This letter correctly sets forth the understanding of the City of Wisconsin Dells Electric and Water Utilities.

Signature: _____

Title: _____

Signature: _____

Title: _____

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the Finance Committee from their September 21, 2020 meeting;

It APPROVES the Audit Engagement Letter with Johnson-Block & Company for the WEDC grant.

Edward E. Wojnicz, Mayor

Attest:

Nancy R. Holzem, City Clerk/Coordinator

Vote: _____ ayes; _____ nays; _____ abs

Date Introduced: September 21, 2020

Date Passed:

Date Published:



September 12, 2020

To the City Council and City Treasurer
City of Wisconsin Dells
300 La Crosse Street
Wisconsin Dells, Wisconsin 53965

We will examine the Schedule of Expenditures related to contract number CDI FY19-24662 of the City of Wisconsin Dells' during the year ended December 31, 2020. The objectives of our examination are to obtain reasonable assurance about whether the Schedule of Expenditures is in compliance with contract number CDI FY19-24662 and is free from material misstatement based on contract CDI FY19-24662 requirements and to express an opinion as to whether schedule of expenditures is fairly stated, in all material respects.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, it will include examining, on a test basis, your records and procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. Our report will be addressed to the City of Wisconsin Dells' management and Wisconsin Economic Development Corporation. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

You understand that the report is intended solely for the information and use of the City of Wisconsin Dells' management and Wisconsin Economic Development Corporation, and is not intended to be and should not be used by anyone other than those specified parties.

We will plan and perform the examination to obtain reasonable assurance about whether the Schedule of Expenditures is free from material misstatement, based on the compliance with contract CDI FY19-24662. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, or know and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies, that may exist.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria but the responsibility for the subject matter remains with you.



You are responsible for the presentation of the Schedule of Expenditures in accordance with contract CDI FY19-24662 and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about whether the Schedule of Expenditures is presented in accordance with contract CDI FY15-22851. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

At the conclusion of the engagement, you agree to provide us with certain written representations in the form of a representation letter.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but we remain committed to maintain the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information, and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Carrie Leonard is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We expect to begin our examination in March 2021. We estimate that our fees for these services will range from \$1,300-\$1,600. You will also be billed for travel and out-of-pocket costs such as report reproduction, word processing, postage, etc. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the examination. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.



We appreciate the opportunity to be of service to the City of Wisconsin Dells, Wisconsin, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the letter and return it to us.

Very truly yours,

Johnson Block & Company, Inc.

Johnson Block & Company, Inc.

By: _____

Karen Terry, Treasurer

Date: _____

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____
COUNTY LIBRARY TAX EXEMPTION

WHEREAS, Columbia, Sauk, Adams, and Juneau County Boards levy a County Library Tax; and

WHEREAS, Section 43.64(2)(b) of the Wisconsin Statutes provide that such units of government which levy a tax for public library services and expend an amount for a library fund as defined by s. 43.52(1) during the year for which the county tax levy is made a sum at least equal to the county library tax rate in the prior year multiplied by the equalized valuation of property in the city for the current year, may apply for exemption from this tax; and

WHEREAS, The **City of Wisconsin Dells** does levy a library tax in excess of the amount calculated in accordance with 43.64(2)(b);

NOW THEREFORE BE RESOLVED that the **City of Wisconsin Dells**, in Columbia, Sauk, Adams and Juneau Counties, Wisconsin, be EXEMPT from the payment of any county library tax as provided in Section 43.64(2)(b) inasmuch as it will expend for its own library fund for 2020 an amount in excess of that amount calculated in accordance with 43.64(2)(b). Exemption from the payment of said county library tax shall not preclude the City of Wisconsin Dells' participation in county library services in all other respects;

BE IT FURTHER RESOLVED, that confirmed copies of this Resolution shall be forwarded by the City Clerk to the Columbia, Sauk, Adams and Juneau County Clerks and the appropriate public libraries.

Dated this 21st day of September, 2020.

Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk/Coordinator

Date introduced:
Date adopted:
Date published:

CITY OF WISCONSIN DELLS COMMON COUNCIL

RESOLUTION NO. 2020-____

IT IS HEREBY RESOLVED by the City of Wisconsin Dells Common Council as follows:

City staff and officers are instructed and authorized to take those actions necessary in connection with Lot One (1), Columbia County CSM #6213 and the 920 Race Street Affordable Housing Development Agreement dated May 22, 2018 subsequently amended including without limitation the following:

1. Assignment and Assumption of Vacant Land Offer to Purchase.
2. Deed from Edward and Anna Karas, LLC to City of Wisconsin Dells.
3. Deed from City of Wisconsin Dells to Movin' Out Kilbourn Wisconsin Dells, LLC
4. Contribution Agreement.
5. Release of Easements within vacated Plum Street and alleys; and,
6. Such other documents and actions as reasonably requested and required and approved by the City Attorney including, without limitation, title affidavits, settlement statements and other closing instruments.

BE IT FURTHER RESOLVED that City understands closing is scheduled for September 24, 2020, and the Development Agreement deadline is September 30, 2020; and, the City is authorized to execute such amendment to the Development Agreement as may be necessary to effectuate such extension of the deadline, in form and manner approved by City Attorney.

This Resolution approved by City of Wisconsin Dells Common Council September 21, 2020 by a vote of ____ Yes ____ No.

CITY OF WISCONSIN DELLS

Date: _____ By: _____
Edward Wojnicz, Mayor

Date: _____ By: _____
Nancy Holzem, Clerk/ Administrative

**ASSIGNMENT AND ASSUMPTION OF
VACANT LAND OFFER TO PURCHASE**

THIS ASSIGNMENT AND ASSUMPTION OF VACANT LAND OFFER TO PURCHASE (this “**Assignment**”) is dated as of the ____ day of September, 2020, by and between **MOVIN’ OUT, INC.**, a Wisconsin nonstock corporation (“**Assignor**”), and **CITY OF WISCONSIN DELLS**, a municipal corporation organized under the laws of the State of Wisconsin (“**Assignee**”).

W I T N E S S E T H :

WHEREAS, Edward and Anna Karas, LLC, a Wisconsin limited liability company (“**Seller**”) and Assignor entered into that certain WB-13 Vacant Land Offer to Purchase and Addendum A to Vacant Land Offer to Purchaser fully accepted on October 8, 2019, as subsequently amended (collectively, the “**Purchase Agreement**”), pursuant to which Seller agreed to convey to Assignor, and Assignor agreed to purchase, the real property and improvements located at part of 1013 Broadway Avenue (now known as 920 Race Street), in the City of Wisconsin Dells, Wisconsin, and as more particularly described in the Purchase Agreement (the “**Property**”), upon the terms more particularly set forth in the Purchase Agreement;

WHEREAS, Assignee and Assignor are parties to a 920 Race Street Affordable Housing Development Agreement dated May 22, 2018, as subsequently amended (the “**Development Agreement**”);

WHEREAS, pursuant to the terms of the Development Agreement, Assignor desires to assign to Assignee all of its right, title and interest in, to and under the Purchase Agreement, and Assignee desires to accept such assignment, all on the terms and conditions set forth herein; and

WHEREAS, Section 13 of Addendum A of the Purchase Agreement permits the Assignor to assign its rights, title and obligations to and under the Purchase Agreement to the Assignee.

NOW, THEREFORE, in consideration of the terms and provisions hereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, **IT IS AGREED:**

1. Assignment and Agreement. Effective as of the date set forth above, Assignor hereby assigns, conveys and transfers to Assignee all of its right, title and interest in, to and under the Purchase Agreement.

2. Acceptance and Assumption. Effective as of the date set forth above, Assignee hereby accepts the foregoing assignment and assumes the liabilities, obligations and responsibilities of Assignor, and agrees to perform all of the obligations of Assignor, under and pursuant to the Purchase Agreement.

3. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

ASSIGNOR:

MOVIN' OUT, INC.,
a Wisconsin nonstock corporation

By: _____
Kathryne Auerback, Executive Director

ASSIGNEE:

CITY OF WISCONSIN DELLS
a Wisconsin municipal corporation organized
under the laws of the State of Wisconsin

By: _____
Edward E. Wojnicz, Mayor

By: _____
Nancy R. Holzem, City Clerk/Coordinator

State Bar of Wisconsin Form 1-2003
WARRANTY DEED

Document Number

Document Name

THIS DEED, made between EDWARD AND ANNA KARAS, LLC, a Wisconsin limited liability company ("Grantor," whether one or more),
And CITY OF WISCONSIN DELLS
 ("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys and warrants to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Columbia County, State of Wisconsin ("Property")
(if more space is needed, please attach addendum): See Exhibit A.

Name and Return Address
Foley & Lardner LLP
Attn: Kelsey Annen
150 E. Gilman Street
Madison, WI 53703

See Exhibit A

Parcel Identification Numbers (PINs)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances, except: municipal and zoning ordinances and agreements entered under them, general taxes levied in the year of closing and those matters listed on Exhibit B.

This is not homestead property.
(is) (is not)

Dated September, 2020.

EDWARD AND ANNA KARAS, LLC

_____(SEAL)

*By: Edward Karas, President

_____(SEAL)

*By: Anna Karas, Secretary

AUTHENTICATION

Signature(s) _____

authenticated on _____

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT DRAFTED BY:

Kelsey E. Annen, Foley & Lardner LLP

150 E. Gilman Street, Madison, Wisconsin 53703

ACKNOWLEDGMENT

STATE OF _____)
) ss.
_____ COUNTY)

Personally came before me on _____, 2020,
the above-named Edward and Anna Karas, the President and Secretary, respectively, of Edward and Anna Karas, LLC
to me known to be the person(s) who executed the foregoing instrument
and acknowledged the same.

* _____
Notary Public, State of _____
My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

STATE BAR OF WISCONSIN
FORM NO. 1-2003

EXHIBIT A

Legal Description

Lot One (1), Certified Survey Map No. 6213 recorded in Volume 45 of Certified Survey Maps, page 65 as Document No. 920233, located in the City of Wisconsin Dells, Columbia County, Wisconsin. The aforesaid Certified Survey Map being all of Lot 1, C.S.M. 5519, as recorded in Volume 49 of C.S.M.S PG 34. as Document No. 858729, Lots 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, Block 33 and vacated alley, Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, Block 34, and vacated alley, part of Lots 7 and 8, Block 55, Lots 1, 2, 3, 4, 5, and 6, Block 54, Plat of Campbell and Sweet's Addition to the Village of Kilbourn, all of Lots 7, 8 and 9, Plat of Cady's Addition to the City of Wisconsin Dells, WIS, Lying East of Race Street, Lots 15 and 16, Block 33, Plat of Kilbourn City, Part of Vacated Wisconsin Avenue and Part of Vacated Plum Street, all located in the NE 1/4 of the SE 1/4 and the SE 1/4 of the SE 1/4, Section 3, T 13N., R 6 E., City of Wisconsin Dells, Columbia County, Wisconsin.

Tax Parcel No. 11291-1008.04

EXHIBIT B

[FINALIZE BEFORE CLOSING]

1. Taxes, general and special for the year 2020 and thereafter, not now due and payable.
2. [Rights for entrance to, maintenance, construction, or repair of any utility structures, improvements or services which may be under the surface of the portion of the insured premises laying within vacated Plum Street and alleys, pursuant to Section 66.1005(2) (a) Wisconsin Statutes, vacated by Ordinance No. A-423, recorded in Vol. 124, Pages 40-45.]
3. Possible encroachment of Chain link fence and asphalt pavement as disclosed by Certified Survey Map No. 6213.
4. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by Ramaker and Associates, Inc. on March 26, 2020, last revised [____], designated 45937:
 - Asphalt Driveway providing access to Lot 2 of CSM 6213, runs through Lot 1 without recorded agreement.

State Bar of Wisconsin Form 1-2003
WARRANTY DEED

Document Number

Document Name

THIS DEED, made between EDWARD AND ANNA KARAS, LLC, a Wisconsin limited liability company ("Grantor," whether one or more),
And CITY OF WISCONSIN DELLS ("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys and warrants to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Columbia County, State of Wisconsin ("Property")
(if more space is needed, please attach addendum): See Exhibit A.

Name and Return Address
Foley & Lardner LLP
Attn: Kelsey Annen
150 E. Gilman Street
Madison, WI 53703

See Exhibit A

Parcel Identification Numbers (PINs)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances, except: municipal and zoning ordinances and agreements entered under them, general taxes levied in the year of closing and those matters listed on Exhibit B.

This is not homestead property.
(is) (is not)

Dated September, 2020.

EDWARD AND ANNA KARAS, LLC

(SEAL)

*By: Edward Karas, President

(SEAL)

*By: Anna Karas, Secretary

AUTHENTICATION

Signature(s) _____

authenticated on _____

*
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT DRAFTED BY:
Kelsey E. Annen, Foley & Lardner LLP
150 E. Gilman Street, Madison, Wisconsin 53703

ACKNOWLEDGMENT

STATE OF _____)
_____) ss.
_____ COUNTY)

Personally came before me on _____, 2020,
the above-named Edward and Anna Karas, the President and Secretary,
respectively, of Edward and Anna Karas, LLC
to me known to be the person(s) who executed the foregoing instrument
and acknowledged the same.

*

Notary Public, State of _____
My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

STATE BAR OF WISCONSIN
FORM NO. 1-2003

EXHIBIT A

Legal Description

Lot One (1), Certified Survey Map No. 6213 recorded in Volume 45 of Certified Survey Maps, page 65 as Document No. 920233, located in the City of Wisconsin Dells, Columbia County, Wisconsin. The aforesaid Certified Survey Map being all of Lot 1, C.S.M. 5519, as recorded in Volume 49 of C.S.M.S PG 34. as Document No. 858729, Lots 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, Block 33 and vacated alley, Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, Block 34, and vacated alley, part of Lots 7 and 8, Block 55, Lots 1, 2, 3, 4, 5, and 6, Block 54, Plat of Campbell and Sweet's Addition to the Village of Kilbourn, all of Lots 7, 8 and 9, Plat of Cady's Addition to the City of Wisconsin Dells, WIS, Lying East of Race Street, Lots 15 and 16, Block 33, Plat of Kilbourn City, Part of Vacated Wisconsin Avenue and Part of Vacated Plum Street, all located in the NE 1/4 of the SE 1/4 and the SE 1/4 of the SE 1/4, Section 3, T 13N., R 6 E., City of Wisconsin Dells, Columbia County, Wisconsin.

Tax Parcel No. 11291-1008.04

EXHIBIT B

[FINALIZE BEFORE CLOSING]

1. Taxes, general and special for the year 2020 and thereafter, not now due and payable.
2. [Rights for entrance to, maintenance, construction, or repair of any utility structures, improvements or services which may be under the surface of the portion of the insured premises laying within vacated Plum Street and alleys, pursuant to Section 66.1005(2) (a) Wisconsin Statutes, vacated by Ordinance No. A-423, recorded in Vol. 124, Pages 40-45.]
3. Possible encroachment of Chain link fence and asphalt pavement as disclosed by Certified Survey Map No. 6213.
4. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by Ramaker and Associates, Inc. on March 26, 2020, last revised [_____], designated 45937:
 - Asphalt Driveway providing access to Lot 2 of CSM 6213, runs through Lot 1 without recorded agreement.

State Bar of Wisconsin Form 1-2003
WARRANTY DEED

Document Number

Document Name

THIS DEED, made between CITY OF WISCONSIN DELLS
("Grantor," whether one or more),
And Movin' Out Kilbourn Wisconsin Dells, LLC, a Wisconsin limited liability company
("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys and warrants to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Columbia County, State of Wisconsin ("Property") (if more space is needed, please attach addendum): See Exhibit A.

Name and Return Address
Foley & Lardner LLP
Attn: Kelsey Annen
150 E. Gilman Street
Madison, WI 53703

See Exhibit A
Parcel Identification Numbers (PINs)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances, except: municipal and zoning ordinances and agreements entered under them, general taxes levied in the year of closing and those matters listed on Exhibit B.

This is not homestead property.
(is) (is not)

Dated September, 2020.

CITY OF WISCONSIN DELLS

_____(SEAL)
*By: Edward E. Wojnicz, Mayor

_____(SEAL)
*By: Nancy R. Holzem, City Clerk/Coordinator

AUTHENTICATION

Signature(s) _____

authenticated on _____

*
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT DRAFTED BY:
Kelsey E. Annen, Foley & Lardner LLP
150 E. Gilman Street, Madison, Wisconsin 53703

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COLUMBIA COUNTY)

Personally came before me on _____, 2020,
the above-named Edward E. Wojnicz and Nancy R. Holzem, Mayor and City Clerk/Coordinator, respectively, of City of Wisconsin Dells
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

*

Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

STATE BAR OF WISCONSIN
FORM NO. 1-2003

EXHIBIT A

Legal Description

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Tax Parcel No. 11291-1008.04

EXHIBIT B

[FINALIZE BEFORE CLOSING]

1. Taxes, general and special for the year 2020 and thereafter, not now due and payable.
2. [Rights for entrance to, maintenance, construction, or repair of any utility structures, improvements or services which may be under the surface of the portion of the insured premises laying within vacated Plum Street and alleys, pursuant to Section 66.1005(2) (a) Wisconsin Statutes, vacated by Ordinance No. A-423, recorded in Vol. 124, Pages 40-45.]
3. Possible encroachment of Chain link fence and asphalt pavement as disclosed by Certified Survey Map No. 6213.
4. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by Ramaker and Associates, Inc. on March 26, 2020, last revised [_____], designated 45937:
 - Asphalt Driveway providing access to Lot 2 of CSM 6213, runs through Lot 1 without recorded agreement.

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement"), dated as of September [], 2020, is entered into by and among Movin' Out, Inc., a Wisconsin nonstock corporation ("MOI"), Movin' Out Taxable, LLC, a Wisconsin limited liability company ("MOI Taxable"), Movin' Out Kilbourn Wisconsin Dells MM, LLC, a Wisconsin limited liability company ("Managing Member") and Movin' Out Kilbourn Wisconsin Dells, LLC, a Wisconsin limited liability company ("Owner").

WHEREAS, Edward and Anna Karas, LLC ("Seller") owned the real property described on the attached Exhibit A (the "Property") and sold the Property to the City of Wisconsin Dells (the "City") for \$450,000 (the "Purchase Price") on or about the date hereof;

WHEREAS, the City, MOI and the Owner are parties to a Development Agreement dated May 22, 2018, as subsequently amended, pursuant to which the City agreed to donate and convey the Property to MOI at no cost, and MOI agreed to acquire the Property from the City and then contribute and convey the Property to the Owner;

WHEREAS, the City took title to the Property from the Seller pursuant to a Warranty Deed on or about the date hereof;

WHEREAS, MOI is the sole member of MOI Taxable, MOI Taxable is the sole member of Managing Member, which was organized as a single purpose entity, to act as the managing member of Owner;

WHEREAS, the Owner plans to develop a 60-unit multi-family rental housing development to be known as "Kilbourn Apartments" on the Property;

WHEREAS, contemporaneously with the execution of this Agreement, Owner took title to the Property directly from the City pursuant to a deed from the City to the Owner, as directed by MOI as set forth herein below; and

WHEREAS, the Owner, Managing Member, MOI Taxable and MOI desire to set forth the manner in which the acquisition of the Property by the Owner will be handled for income tax and financial accounting purposes.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The terms and provisions of the above recitals are hereby incorporated by reference.

2. Direct Deed. MOI hereby directs the City to deed the Property to the Owner directly.

3. Acquisition and Capital Contributions. For income tax purposes, MOI shall be treated as having acquired the Property from the City and contributed the Property as a capital contribution to MOI Taxable. Thereafter, MOI Taxable shall be treated as contributing the Property as a capital contribution to the Managing Member. Thereafter, the Managing Member shall be treated as contributing the Property as a capital contribution to the Owner.

4. Valuation. The parties hereto acknowledge and agree that the value of the Property for purposes of such capital contributions is \$450,000.00, based on the Purchase Price paid by the City to the Seller for the Property.

5. Miscellaneous.

a. This Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be amended or modified only by a document in writing, signed by each of the parties to this Agreement.

b. All questions concerning the validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Wisconsin, without regard to the principles of conflict of laws except to the extent necessary to permit this Agreement to be governed by Wisconsin law as set forth above.

c. This Agreement sets forth the entire agreement of the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

d. If any provision of this Agreement or its application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

e. This Agreement may be executed by facsimile or electronic signature and in any number of counterparts, each of which shall constitute an original and all of which taken together shall constitute the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

MOVIN' OUT, INC.

By: _____
Kathryne Auerback, Executive Director

MOVIN' OUT TAXABLE, LLC

By: Movin' Out, Inc., Sole Member

By: _____
Kathryne Auerback, Executive Director

MOVIN' OUT KILBOURN WISCONSIN DELLS MM, LLC

By: Movin' Out Taxable, LLC
Its: Sole Member

By: Movin' Out, Inc.
Its: Sole Member

By: _____
Kathryne Auerback, Executive Director

MOVIN' OUT KILBOURN WISCONSIN DELLS, LLC

By: Movin' Out Kilbourn Wisconsin Dells MM, LLC
Its: Managing Member

By: Movin' Out Taxable, LLC
Its: Sole Member

By: Movin' Out, Inc.
Its: Sole Member

By: _____
Kathryne Auerback, Executive Director

SECTION 2 OF THE FOREGOING CONTRIBUTION AGREEMENT IS HEREBY
ACKNOWLEDGED AND AGREED TO BY THE CITY OF WISCONSIN DELLS:

City of Wisconsin Dells

By: _____
Edward Wojnicz, Mayor

By: _____
Nancy R. Holzem, Clerk

EXHIBIT A

Legal Description

Lot One (1), Certified Survey Map No. 6213 recorded in Volume 45 of Certified Survey Maps, page 65 as Document No. 920233, located in the City of Wisconsin Dells, Columbia County, Wisconsin. The aforesaid Certified Survey Map being all of Lot 1, C.S.M. 5519, as recorded in Volume 49 of C.S.M.S PG 34. as Document No. 858729, Lots 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, Block 33 and vacated alley, Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, Block 34, and vacated alley, part of Lots 7 and 8, Block 55, Lots 1, 2, 3, 4, 5, and 6, Block 54, Plat of Campbell and Sweet's Addition to the Village of Kilbourn, all of Lots 7, 8 and 9, Plat of Cady's Addition to the City of Wisconsin Dells, WIS, Lying East of Race Street, Lots 15 and 16, Block 33, Plat of Kilbourn City, Part of Vacated Wisconsin Avenue and Part of Vacated Plum Street, all located in the NE 1/4 of the SE 1/4 and the SE 1/4 of the SE 1/4, Section 3, T 13N., R 6 E., City of Wisconsin Dells, Columbia County, Wisconsin.

Tax Parcel No. 11291-1008.04

Document Number

Document Title

**RELEASE OF EASEMENTS
WITHIN VACATED PLUM
STREET AND ALLEYS**

CITY RESOLUTION ATTACHED

Legal Description of Property (as defined below):

Lot One (1), Certified Survey Map No. 6213 recorded in Volume 45 of Certified Survey Maps, page 65 as Document No. 920233, located in the City of Wisconsin Dells, Columbia County, Wisconsin. The aforesaid Certified Survey Map being all of Lot 1, C.S.M. 5519, as recorded in Volume 49 of C.S.M.S PG 34. as Document No. 858729, Lots 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, Block 33 and vacated alley, Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, Block 34, and vacated alley, part of Lots 7 and 8, Block 55, Lots 1, 2, 3, 4, 5, and 6, Block 54, Plat of Campbell and Sweet's Addition to the Village of Kilbourn, all of Lots 7, 8 and 9, Plat of Cady's Addition to the City of Wisconsin Dells, WIS, Lying East of Race Street, Lots 15 and 16, Block 33, Plat of Kilbourn City, Part of Vacated Wisconsin Avenue and Part of Vacated Plum Street, all located in the NE 1/4 of the SE 1/4 and the SE 1/4 of the SE 1/4, Section 3, T 13N., R 6 E., City of Wisconsin Dells, Columbia County, Wisconsin.

After recording return to:

City Clerk
Wisconsin Dells Municipal Building
300 La Crosse Street
Wisconsin Dells, WI 53965

11291-1008.04

Parcel Identification Number(s)

September ____, 2020

RESOLUTION NO. _____

PURPOSE: RELEASE OF EASEMENTS WITHIN VACATED PLUM STREET AND ALLEYS

INITIATED BY: MOVIN' OUT KILBOURN WISCONSIN DELLS, LLC

WHEREAS, pursuant to Ordinance No. A-423 dated and passed on August 9, 1971 by the Common Council of Wisconsin Dells, and recorded as Document Number 362101 in the Register of Deed's Office for Columbia County, Wisconsin ("Vacation Ordinance"), a portion of Plum Street from Wisconsin Avenue to Michigan Avenue and all alleys located in Block 33 and 34 of Wisconsin Dells ("Vacated Areas") were vacated as further described and depicted in the Vacation Ordinance;

[WHEREAS, the City of Wisconsin Dells has not used the Easement lying with in the Vacated Areas of the Property since passage of the Vacation Ordinance;]and

WHEREAS, to facilitate the development of Lot 1 of Certified Survey Map No. 6213 ("CSM"), recorded as Document Number 920233 in the Register of Deed's Office for Columbia County, Wisconsin ("Property"), as agreed to by the City of Wisconsin Dells pursuant to that certain 920 Race Street Affordable Housing Development Agreement dated May 22, 2018, as further amended and assigned, the City of Wisconsin Dells desires to release its rights to all easements obtained and utilized by the City of Wisconsin Dells for any purpose whatsoever under or above the Vacated Areas lying within the Property as shown on the CSM ("Easements").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wisconsin Dells that it is hereby declared that the City of Wisconsin Dells releases its rights to the Easements within the Vacated Areas lying within the Property as shown on the CSM pursuant to Section 66.1005(2) of Wisconsin Statutes.

BE IT FURTHER RESOLVED that the City Clerk authorizes recording a certified copy of this Resolution accompanied with a copy of page one of the CSM attached as Exhibit A showing the location of said Vacated Areas within the Property in the Office of the Register of Deeds for Columbia County.

STATE OF WISCONSIN)
COUNTY OF COLUMIBA) SS

I, Nancy R. Holzem, City Clerk/Coordinator for the City of Wisconsin Dells, Columbia County, Wisconsin, do hereby certify that the foregoing Resolution is a true and correct copy of the original on file in my office, adopted by the Common Council of the City of Wisconsin Dells, Wisconsin at the meeting held on _____, 2020.

Witness my hand and Corporation seal of the City of Wisconsin Dells, Wisconsin.

DATED: _____, 2020

Nancy R. Holzem
City Clerk/Coordinator of the City of Wisconsin Dells
Columbia County, Wisconsin

**EXHIBIT A
CERTIFIED SURVEY MAP NO. 6213**

DOC # 920233
REGISTER OF DEEDS
COLUMBIA COUNTY

RECORDED ON:
11/19/2019 11:09:00AM
PAGES: 4

KAREN A MANSKE
REGISTER OF DEEDS

REC FEE: 30.00
Expense #:

As prepared by:

GA GROTHMAN & ASSOCIATES S.C.
LAND SURVEYORS
825 EAST SALTER STREET, P.O. BOX 373 PORTAGE, WI 53901
PHONE: PORTAGE (608) 742-7798 SALES: (608) 644-8877
FAX: (608) 742-3434 E-MAIL: surveying@grothman.com
(THIS LOGO REPRESENTS THE FIRM, NOT THE INDIVIDUAL SURVEYOR)

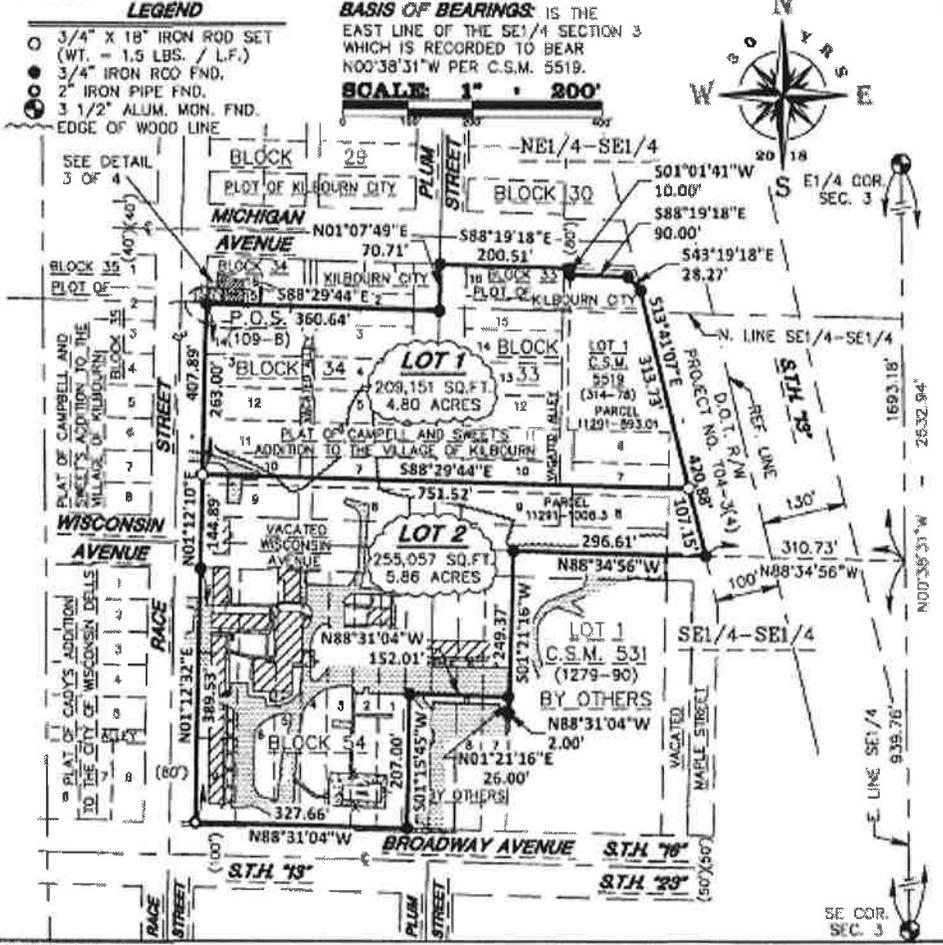
G & A FILE NO. 918-646

DRAFTED BY: A. MAST
CHECKED BY: JRG
PROJ. 110-11
DWG. 918-546 SHEET 1 OF 4

SEAL:
WISCONSIN
JAMES A. GROTHMAN
LAND SURVEYOR
NO. 1321
PORTAGE WISCONSIN
9-06-2019

COLUMBIA COUNTY CERTIFIED SURVEY MAP NO. 6213
GENERAL LOCATION

BEING ALL OF LOT 1, C.S.M. 5519 AS RECORDED VOL. 39 OF C.S.M.S PG. 34 AS DOCUMENT NO. 858729. LOTS 6, 7, 8, 9, 10, 11, 12, 13, 14 AND 15, BLOCK 33 AND VACATED ALLEY, LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 AND 15, BLOCK 34 AND VACATED ALLEY, PART OF LOTS 7 AND 8, BLOCK 53, LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 54, PLAT OF CAMPBELL AND SWEET'S ADDITION TO THE VILLAGE OF KILBOURN, ALL OF LOTS 7, 8 AND 9, PLAT OF CADY'S ADDITION TO THE CITY OF WISCONSIN DELLS, WIS. LYING EAST OF RACE STREET, LOTS 15 AND 16, BLOCK 33, PLOT OF KILBOURN CITY, PART OF VACATED WISCONSIN AVENUE AND PART OF VACATED PLUM STREET, ALL LOCATED IN THE NE 1/4 OF THE SE 1/4 AND THE SE 1/4 OF THE SE 1/4, SECTION 3, T. 13 N., R. 8 E., CITY OF WISCONSIN DELLS, COLUMBIA COUNTY, WISCONSIN. CONTAINING 484,208 SQ. FT. 10.66 ACRES. PARCEL NOS. 11281-893.01 & 11281-1008.3



OWNER/CLIENT: EDWARD & ANNA KARAS LLC
1013 BROADWAY
WISCONSIN DELLS, WI 53965

**The above illustration is not to scale, it is for it is for spatial and reference purposes only. Viewers are advised to ignore illegible text.*



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-983407-MAD

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-983407-MAD

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National Commercial Services Issuing Office: 25 West Main Street, Suite 400, Madison, WI 53703

Commitment No.: NCS-983407-MAD

Phone: (608)204-7409

Property Address: 4.82 acres of 1013 Broadway Avenue, Wisconsin Dells, WI 53965

Issuing Office File No.: NCS-983407-MAD

Revision No.: A: New legal, effective date, taxes

B: New effective date, added mortgage, UCC continuations

C: Added proposed lender

Title Officer: Cathleen Heath
Phone: (608)204-7409
Email: caheath@firstam.com
Escrow Officer: Mallory Virtue
Phone: (608)204-7409

SCHEDULE A

1. Commitment Date: June 09, 2020 at 8:00 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: Movin' Out Kilbourn Wisconsin Dells, LLC
Proposed Policy Amount: \$450,000.00
 - (b) ALTA® Loan Policy
Proposed Insured: Wisconsin Housing and Economic Development Authority
Proposed Policy Amount: \$8,000,000.00
 - (c) ALTA® Policy
Proposed Insured: NONE
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. The Title is, at the Commitment Date, vested in:
Edward and Anna Karas, LLC
5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-983407-MAD

Commitment No.: NCS-983407-MAD

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Deed from Edward and Anna Karas, LLC to City of Wisconsin Dells.
6. In regard to Edward and Anna Karas, LLC, we require the following:
 - A) Furnish a copy of the Articles of Organization and the Operating Agreement.
 - B) Furnish a Certificate of Good Standing from the originating, Secretary of State's office.
 - C) Furnish a resolution of the members authorizing the proposed transaction.
 - D) The proposed transaction should be executed by all the members of the LLC unless provided otherwise in the operating agreement. If the members of the above referenced limited liability company are entities other than individuals, additional requirements will be made.

Upon review of these items we reserve the right to make further requirements.

7. Deed from City of Wisconsin Dells to Movin' Out, Inc., a Wisconsin non-profit corporation.
8. Submit to the Company a certified true copy of the Resolution of the Board of the City of Wisconsin Dells, authorizing the sale of the subject and directing the proper officers to execute the deed on behalf of the City.
9. Deed from Movin' Out, Inc., a Wisconsin non-profit corporation to Movin' Out Kilbourn Wisconsin Dells, LLC.
10. Submit to the Company a certified true copy of the Resolution of the Board of Directors of Movin' Out, Inc., a Wisconsin non-profit corporation, authorizing the sale of the subject and directing the proper officers to execute the deed on behalf of the Corporation.

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11. Prior to closing, the Company must confirm whether the county recording office in which the Land is located has changed its access policies due to the COVID-19 outbreak. If recording has been restricted, specific underwriting approval is required; and, additional requirements or exceptions may be made.
12. Mortgage from Movin' Out Kilbourn Wisconsin Dells, LLC, to Wisconsin Housing and Economic Development Authority in the amount of \$ 8,000,000.00.

Note: said mortgage should indicate it is a construction mortgage on the first page.

13. Furnish a fully executed copy of the Operating Agreement, and any amendments thereto, of Movin' Out Kilbourn Wisconsin Dells, LLC, a limited liability company.
14. Proper showing as to the current members of Movin' Out Kilbourn Wisconsin Dells, LLC, a limited liability company.
15. As to issuance of mechanic's lien coverage before or during construction: receipt by the Company of the following documentation:

Indemnity Agreement satisfactory to the Company, executed by (a) Movin' Out Kilbourn Wisconsin Dells, LLC, (b) the General Contractor, and (c) the Loan Guarantor(s), if any.

Current audited financial statements for (a) Movin' Out Kilbourn Wisconsin Dells, LLC and (b) the Loan Guarantor(s), if any.

A copy of the Construction Loan Agreement and the Disbursement Agreement.

Signed Lien Waivers evidencing full and complete payment of all existing or outstanding bills or obligations to any Contractors, Subcontractors, and Suppliers for materials supplied or labor performed, commenced or contracted for, including but not limited to excavation, demolition, engineering and architectural fees.

A copy of the Construction Loan Budget and Cost Breakdown, including hard and soft costs.

A copy of the General Contractor's fixed cost contract to construct improvements.

Copies of any Performance and Materialman's Bonds as to construction on the subject property.

NOTE: Authorization to issue mechanic's lien coverage is subject to approval by authorized underwriting personnel, who reserve the right to make further requirements or exceptions upon review of the aforesaid information.

NEW CONSTRUCTION : As a condition to issuance of the policy you must advise the Company in writing if any construction has occurred within the past 180 days or is contemplated or will occur on the Land. Additional information will be required by the Company. Your failure to notify us and to accurately provide information that we request may void any coverage for any lien or right to a lien for services, labor or materials in connection with the construction or renovation of improvements on the Land.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-983407-MAD

Commitment No.: NCS-983407-MAD

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
2. Easements, claims of easements or encumbrances that are not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflict in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
6. Special taxes, assessments or charges, if any.

NOTE: Said exception will be removed only if the Company receives written evidence from the municipality that there are no special assessments against the land, or that all such items have been paid in full within 30 days of closing.

7. Taxes, general and special for the year 2020, not now due and payable.

Tax Parcel No. 11291-1008.04

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8. Taxes for the year 2019 in the amount of \$33,047.61 are partially paid; balance due July 31, 2020.
(Affects Tax Parcel No. 11291-1008.3 (underlying))
9. Taxes for the year 2019 in the amount of \$169.84 are partially paid; balance due July 31, 2020
(Affects Tax Parcel No. 11291-893.01 (underlying))
10. Rights of tenants in possession under unrecorded leases.
11. Rights for entrance to, maintenance, construction, or repair of any utility structures, improvements or services which may be under the surface of the portion of the insured premises laying within vacated streets and alleys, pursuant to Section 66.1005(2) (a) Wisconsin Statutes.
12. Easements, dedications, reservations, provisions, relinquishments, recitals, certificates, and any other matters as provided for or delineated on Certified Survey Map No. 5519 recorded on April 01, 2014 as Document No. 858729 referenced in the legal description contained herein. Reference is hereby made to said plat for particulars.
13. Easements, restrictions and terms and conditions related thereto as contained in Land Contract recorded on July 31, 1973 in Volume 124 of Records, Page 187, as Document No. 362199.
14. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges of fees due and payable on the development or improvement of the Land.
15. Rights of way for drainage ditches, tiles, feeders and laterals, and other drainage easements, if any.
16. Mortgage dated July 10, 2003 and recorded July 14, 2003 as Document No. 689603, made by Edward and Anna Karas, LLC, a limited liability company, to Bank of Mauston, to secure an indebtedness in the amount of \$1,000,000.00, and the terms and conditions thereof.

As amended by Affidavit of Correction recorded December 09, 2005 as document no. 740354.
17. Assignment of Rents made by Edward and Anna Karas, LLC, a limited liability company to Bank of Mauston recorded July 14, 2003 as Document No. 689604.

As amended by Affidavit of Correction recorded December 09, 2005 as document no. 740355.
18. Mortgage dated December 01, 2016 and recorded December 27, 2016 as Document No. 888127, made by Edward and Anna Karas, LLC, a limited liability company, to Bank of Mauston, to secure an indebtedness in the amount of \$197,843.27, and the terms and conditions thereof.
19. Mortgage dated October 06, 2017 and recorded October 16, 2017 as Document No. 897106, made by Edward and Anna Karas, LLC, a limited liability company, to Bank of Mauston, to secure an indebtedness in the amount of \$250,000.00, and the terms and conditions thereof.
20. Mortgage dated May 21, 2014 and recorded May 23, 2014 as Document No. 860226, made by Edward and Anna Karas, LLC, a limited liability company, to Bank of Mauston, to secure an indebtedness in the amount of \$47,350.00, and the terms and conditions thereof.

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21. Possible encroachment of Chain link fence and asphalt pavement as disclosed by Certified Survey Map No. 6213.
22. A financing statement recorded July 14, 2003 as Document No. 689605 of Official Records.
 Debtor: Edward and Anna Karas, LLC
 Secured party: Bank of Mauston
- Amendment recorded December 09, 2005 as Document No. 740358.
- Continuation recorded September 10, 2008 as Document No. 785579.
- Continuation recorded July 15, 2013 as Document No. 851652.
- Continuation recorded June 25, 2018 as Document No. 904750.
23. A financing statement recorded July 14, 2003 as Document No. 689606 of Official Records.
 Debtor: Edward and Anna Karas, LLC
 Secured party: Bank of Mauston
- Amendment recorded December 09, 2005 as Document No. 740357.
- Continuation recorded September 10, 2008 as Document No. 785578.
- Continuation recorded July 15, 2013 as Document No. 851654.
- Continuation recorded June 25, 2018 as Document No. 904752.
24. A financing statement recorded July 14, 2003 as Document No. 689607 of Official Records.
 Debtor: Edward and Anna Karas, LLC
 Secured party: Bank of Mauston
- Amendment recorded December 09, 2005 as Document No. 740356.
- Continuation recorded September 10, 2008 as Document No. 785577.
- Continuation recorded July 15, 2013 as Document No. 851653.
- Continuation recorded June 25, 2018 as Document No. 904751.
25. Mortgage dated November 15, 2019 and recorded November 20, 2019 as Document No. 920296, made by Edward and Anna Karas, LLC, to Bank of Mauston, to secure an indebtedness in the amount of \$50,218.00, and the terms and conditions thereof.

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First American

Exhibit A

ISSUED BY

First American Title Insurance Company

File No: NCS-983407-MAD

File No.: NCS-983407-MAD

Lot One (1), Certified Survey Map No. 6213 recorded in Volume 45 of Certified Survey Maps, page 65 as Document No. 920233, located in the City of Wisconsin Dells, Columbia County, Wisconsin. The aforesaid Certified Survey Map being all of Lot 1, C.S.M. 5519, as recorded in Volume 49 of C.S.M.S PG 34. as Document No. 858729, Lots 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, Block 33 and vacated alley, Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, Block 34, and vacated alley, part of Lots 7 and 8, Block 55, Lots 1, 2, 3, 4, 5, and 6, Block 54, Plat of Campbell and Sweet's Addition to the Village of Kilbourn, all of Lots 7, 8 and 9, Plat of Cady's Addition to the City of Wisconsin Dells, WIS, Lying East of Race Street, Lots 15 and 16, Block 33, Plat of Kilbourn City, Part of Vacated Wisconsin Avenue and Part of Vacated Plum Street, all located in the NE 1/4 of the SE 1/4 and the SE 1/4 of the SE 1/4, Section 3, T 13N., R 6 E., City of Wisconsin Dells, Columbia County, Wisconsin.

Tax Parcel No. 11291-1008.04

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ORDINANCE NO. A-423

362101

WHEREAS, a notice has previously been published as required by law that an Ordinance would be considered to discontinue and vacate certain streets and allies specified below.

WHEREAS, a public hearing was held in the City of Wisconsin Dells at 7:30 o'clock Monday July 12, 1971,

NOW, THEREFORE, the Common Council of the City of Wisconsin Dells do ordain as follows:

Section I. That portion of Wisconsin Avenue that lies between Race Street east to State Highway 13 and also a portion of Plum Street from Wisconsin Avenue to Michigan Avenue are discontinued and vacated and also all of the allies in Blocks 33 and 34 of Wisconsin Dells are also discontinued and vacated.

Section II. All easements obtained and utilized for the City for any purpose whatsoever under or above the above described streets or allies are reserved for the City's future use and consideration.

Section III. Effective dates of this Ordinance shall take effect from and after its publication as provided by law.

Dated: August 9, 1971. Ray E. Kelly Mayor

Passed: August 9, 1971. Robert W. Walker City Clerk

PROOF OF SERVICE

STATE OF WISCONSIN, Court of Columbia County

City of Wisconsin Dells Plaintiff

VS.

Hugo Baum Defendant

STATE OF WISCONSIN

Columbia County

Fred Pearson being first duly sworn on oath says that he is a resident and police officer in and for the City of Wisconsin Dells, Columbia County, State of Wisconsin; he further says that on the 13th day of May 1971, he served the annexed hearing notice summons and complaint upon Hugo Baum the defendant therein named by delivering to and leaving with Mrs. Baum a true copy thereof; affiant further states that at time of the aforesaid service he signed his name and date of service on the back of the papers served. Deponent further says that he knows the person served as aforesaid to be the person described in said Summons and Complaint as defendant therein.

Fred Pearson signature

Subscribed and sworn before me this 13th day of May 1971

Hans Mickelsen Notary Public for Columbia County, Wisconsin. My Commission expires the 3-5 1972

PROOF OF SERVICE

STATE OF WISCONSIN, Court of Columbia County

City of Wisconsin Dells Plaintiff

VS.

James Quinn, Indian Trail Motel Defendant

STATE OF WISCONSIN

Columbia County

Fred Pearson being first duly sworn on oath says that he is a resident and police officer in and for the City of Wisconsin Dells, Columbia County, State of Wisconsin; he further says that on the 13th day of May 1971, he served the annexed hearing notice summons and complaint upon James Quinn the defendant therein named by delivering to and leaving with Mrs. Quinn a true copy thereof; affiant further states that at time of the aforesaid service he signed his name and date of service on the back of the papers served. Deponent further says that he knows the person served as aforesaid to be the person described in said Summons and Complaint as defendant therein.

Fred Pearson signature

Subscribed and sworn before me this 13th day of May 1971

Hans Mickelsen Notary Public for Columbia County, Wisconsin. My Commission expires the 3-5 1972

PROOF OF SERVICE

STATE OF WISCONSIN, Court of Columbia County

City of Wisconsin Dells Plaintiff

VS.

Floyd & Lenore Drinkwater Defendant

STATE OF WISCONSIN

Columbia County

Fred Pearson being first duly sworn on oath says that he is a resident and police officer in and for the City of Wisconsin Dells, Columbia County, State of Wisconsin; he further says that on the 13th day of May 1971, he served the hearing notice and complaint upon Floyd & Lenore Drinkwater the defendant therein named by delivering to and leaving with her a true copy thereof; affiant further states that at time of the aforesaid service he signed his name and date of service on the back of the papers served. Deponent further says that he knows the person served as aforesaid to be the person described in said Summons and Complaint as defendant therein.

Subscribed and sworn before me this 13th day of May 1971

Hans Mickelson Notary Public for Columbia County, Wisconsin. My Commission expires the 3-5 1972

PROOF OF SERVICE

STATE OF WISCONSIN, Court of Columbia County

City of Wisconsin Dells Plaintiff

VS.

Robert Timm Defendant

STATE OF WISCONSIN

Columbia County

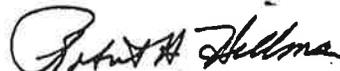
Fred Pearson being first duly sworn on oath says that he is a resident and police officer in and for the City of Wisconsin Dells, Columbia County, State of Wisconsin; he further says that on the 13th day of May 1971, he served the hearing notice and complaint upon Robert Timm the defendant therein named by delivering to and leaving with him a true copy thereof; affiant further states that at time of the aforesaid service he signed his name and date of service on the back of the papers served. Deponent further says that he knows the person served as aforesaid to be the person described in said Summons and Complaint as defendant therein.

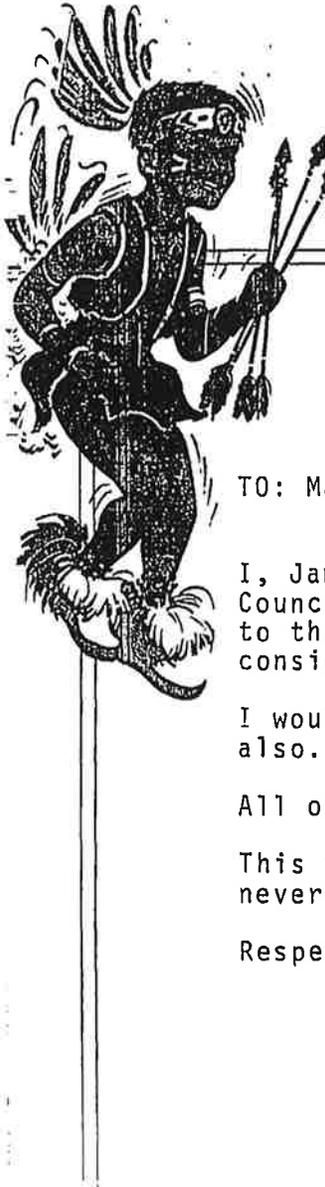
Subscribed and sworn before me this 13th day of May 1971

Hans Mickelson Notary Public for Columbia County, Wisconsin. My Commission expires the 3-5 1972

NOTICE

"NOTICE IS HEREBY GIVEN" that a public hearing shall be held in the City Council Chamber of the City Hall in the City of Wisconsin Dells at 7:30 o'clock P.M. Monday, July 12, 1971, to consider an Ordinance for the discontinuance and vacation of a portion of Wisconsin Avenue from Race Street east to the State Highway 13 right-of-way and a portion of Plum Street from Wisconsin Avenue to Michigan Avenue and the allies in Blocks 33 & 34 of Wisconsin Dells.


Robert Hillman
City Clerk



Indian Trail

MOTEL 1013 East Broadway, Wisconsin Dells, Wisconsin 53965 • Telephone 608/253-2641

April 20, 1971

TO: Mayor and Common Council of the City of Wisconsin Dells

I, James Quinn the undersigned hereby petition the Common Council to vacate Wisconsin Avenue Easterly from Race Street to the Highway 13 right-of-way, and Plum Street from Wisconsin Avenue, North to Michigan Avenue.

I would further request that the alley in Block 33 be vacated also.

All of the abutting property is owned by me, James Quinn.

This request was made over one year ago but to date has never been acted upon.

Respectfully submitted.

Sincerely,


James Quinn

VOL. 124 PAGE 43

STATE OF WISCONSIN }
Columbia County } ss.

8-12-71

Legal Ordinance No. A-423

WHEREAS, a notice has previously been published as required by law that an Ordinance would be considered to discontinue and vacate certain streets and allies specified below.

WHEREAS, a public hearing was held in the City of Wisconsin Dells at 7:30 o'clock Monday, July 12, 1971,

NOW, THEREFORE, the Common Council of the City of Wisconsin Dells do ordain as follows:

Section I. That portion of Wisconsin Avenue that lies between Race Street east to State Highway 13 and also a portion of Plum Street from Wisconsin Avenue to Michigan Avenue are discontinued and vacated and also all of the allies in Blocks 33 and 34 of Wisconsin Dells are also discontinued and vacated.

Section II. All easements obtained and utilized for the City for any purpose whatsoever under or above the above described streets or allies are reserved for the City's future use and consideration.

Section III. Effective dates of this Ordinance shall take effect from and after its publication as provided by law.

Dated: August 9, 1971
Passed: August 9, 1971.

Roy E. Kelly, Mayor
Robert H. Hillman,
City Clerk

Julea Crow, being duly sworn, doth depose and say that he (she) is an authorized representative of Massachusetts Bell Exports a newspaper published at Wisconsin Dells, in said county, and that an advertisement of which the annexed is a true copy, taken from said paper, was published therein on

August 12, 1971

(Signed) Julea Crow
Official Messenger (Title)

Subscribed and sworn to before me this 25th day of

July, 1973.

Robert H. Hillman, Notary Public, Columbia County, Wisconsin

My Commission expires Nov. 15, 1973

No. Lines _____ No. Times _____ Notary Fees \$ _____
Printers Fees _____
Extra Copies _____
Total \$ _____

Received Payment _____

PROOF OF PUBLICATION

STATE OF WISCONSIN

COLUMBIA COUNTY COURT

IN THE MATTER OF

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

SYNOPSIS: Adopt the 2020 Columbia County All Hazards Mitigation Plan

WHEREAS, the **City of Wisconsin Dells** recognizes the threat that natural hazards pose to people and property; and

WHEREAS, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save tax payer dollars; and

WHEREAS, an adopted all hazards mitigation plan is required by Federal Emergency Management Agency as a condition of future grant funding for mitigation projects; and

WHEREAS, the **City of Wisconsin Dells** participated jointly in the planning process with Columbia County and the other local units of government within the County to prepare an All Hazards Mitigation Plan, which was made available for review via a Legal Notice and a copy of which will reside permanently in the Columbia County Emergency Management Office.

NOW, THEREFORE, BE IT RESOLVED, that the city council of the **City of Wisconsin Dells,** hereby adopts the 2020 Columbia County All Hazards Mitigation Plan as an official plan; and

BE IT FURTHER RESOLVED, that the 2020 Columbia County All Hazard Mitigation Plan Update has been approved on August 17, 2020, by the Federal Emergency Management Agency. The expiration date of the Columbia County plan is five years from the date of approval. The Columbia County Emergency Management Office will submit, on behalf of the **City of Wisconsin Dells,** a copy of the signed resolution to the State of Wisconsin and the Federal Emergency Management Agency per the approval request.

Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk/Coordinator

Vote: _____ ayes; _____ nays; _____ abs
Date Introduced: September 21, 2020
Date Passed:
Date Published:



COLUMBIA COUNTY

Emergency Management Office

ITEM 3

Kathy Johnson, Coordinator Ext. 1308
Marie Darling Ellis, Deputy Coordinator Ext. 1309
Phone: 608-742-4166 Fax: 608-742-0598
Email: Kathy.Johnson@co.columbia.wi.us
Email: Marie.Darling-Ellis@co.columbia.wi.us
WEBSITE: www.co.columbia.wi.us
711 East Cook Street
P.O. Box 132
Portage, WI 53901-0132

September 3, 2020

City of Wisconsin Dells
Mayor Ed Wojnicz
300 LaCrosse Street
Wisconsin Dells, WI 53965

Re: Pre-Disaster Mitigation (PDM) Plan Update

Dear Mayor Wojnicz,

As you are aware, Columbia County, like the rest of the State of Wisconsin, is vulnerable to a variety of disasters. The state has incurred hazard-related damages totaling nearly \$3 billion in the last three decades. However, through mitigation activities future hazard losses can be reduced. A study by the National Institute of Building Sciences, Multi-hazard Mitigation Council, documented that every \$1 spent on mitigation saves an average of \$6 in future reduced losses. This savings increases to \$7 for flood mitigation projects. Hazard mitigation breaks the cycle of damage and repair by reducing or eliminating the long-term risk to human life and property from hazards. These preventative actions can be simple such as elevating a furnace in a basement that sometimes has water on the floor. Mitigation can also take a comprehensive approach such as relocating buildings out of the floodplain or strengthening critical facilities to prevent wind damage and provide stronger shelter.

In an effort to better prepare Columbia County to manage its vulnerability to disaster, Columbia County Emergency Management applied for, received, and has now completed a Pre-Disaster Mitigation (PDM) **update** planning grant. The resulting updated plan serves as a roadmap that outlines potential cost-effective hazard mitigation activities, some of which might be available for future grant funding. The plan highlights the risks and vulnerabilities that the county faces from natural disaster and highlights mitigation strategies that might reduce future losses. We are sending a draft resolution for you to use for the re-adoption of the plan. The plan update can be accessed at:

https://www.co.columbia.wi.us/columbiacounty/Portals/17/PLANS/HazardMitigationPlan2020_ColumbiaCounty.pdf?ver=2020-09-02-113109-827

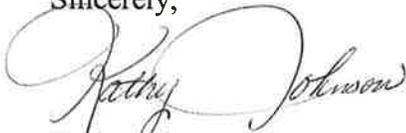
Please include adoption of this resolution on your next meeting agenda and send a copy of the final passed resolution to: Columbia County Emergency Management, Attention: Kathy Johnson, 711 East Cook Street, PO Box 132, Portage, WI 53901. If you have any questions or comments regarding this plan update, please feel free to contact me via email at Kathy.Johnson@co.columbia.wi.us

If you would like me to come down and talk to the city council about the plan and the need for adoption, just let me know when your next city council meeting is and I will make plans to attend the meeting. It is important to note two things:

- Adoption of this plan will not cost your community anything. You will not be committing to completing any of the projects listed; instead it is a list of triaged ideas that can be accomplished should the funding and will to complete them become available.
- If you do not adopt this plan, **your community will not be eligible to apply for and receive mitigation project funding** in the future.

Let me thank you in advance for the assistance that you are providing. This small investment of your time will help make our community a safer, healthier, and more disaster-resistant community for years to come. If you have questions, are interested in more information about the plan or would like to provide input into the plan, please feel free to contact me at (608) 742-4166 Extension 1308.

Sincerely,

A handwritten signature in cursive script that reads "Kathy Johnson". The signature is written in black ink and is positioned above the printed name.

Kathy Johnson

Columbia County Emergency Management Coordinator

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

ITEM 14

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the City Plan Commission from their September 14, 2020 meeting; IT APPROVES a Conditional Use Permit to Cuppa Mudd Espresso in order to allow Commercial Activity that does not occur within or on a premise having a permanent building equipped with a washroom having hot and cold running water, wash basins, towels, or equivalent, and a toilet; drive-up service window; outdoor vendor; walk-up service window and outdoor commercial food and beverage service on a portion of Sauk County, City of Wisconsin Dells Tax Parcel 291-0148-00000 for the use of any of the three building options presented, with the understanding that the City has the right to deny the use after the expiration date of December 31, 2021. If a larger temporary building is installed and they do not get approval to continue, the applicant would have to come back for approval. If denied the building is to be removed. Additional contingencies include:

- 1) Approval for this use will be for one (1) year, and may expire on December 31, 2021. Review of this use will be part of a new Site Plan Application review. CUP approval may be terminated during the new building Site Plan review. If the renewed Site Plan is denied, any building installed under this temporary approval must be removed within 90 days of denial.
- 2) Building and Signage to be approved by the Design Review Committee.
- 3) Any required Dept. of Health Services (DHS) or other associated license are obtained and in good standing.
- 4) Applicant obtains Premier Resort Tax and other required tax registrations and provides documentation to the City. Failure to pay any required taxes and/or submit tax reporting documentation that is deemed adequate by the City in its sole discretion, is grounds to revoke this permit.
- 5) Tank water supply system process is reviewed and approved by the City to ensure proper metering and billing of City water and sewer.
- 6) Site does not generate any nuisances to surrounding properties. Any nuisance that is identified shall be resolved to the satisfaction of the City, in its sole discretion, or this permit is subject to revocation.
- 7) Adequate traffic and parking controls are implemented to prevent this site from causing traffic flow problems on the access roads, specifically Wisconsin Dells Parkway. Any traffic issues identified by the City shall be resolved to the satisfaction of the City at their sole discretion, or this permit is subject to revocation.

Edward E. Wojnicz, Mayor

Attest:

Nancy R. Holzem, City Clerk

Vote: _____ ayes _____ nays

Date Introduced: September 21, 2020

Date Passed:

Date Published:



Cuppa Mudd
Espresso

**WISCONSIN DELLS
LOCATION PLAN**

Business Activity

The main scope of our business is locally owned drive-thru coffee shop offering a variety of unique high quality drinks. Depending on demand we may offer a small line of other specialty products that go with our drinks and merchandise with our logo. The customer can purchase drinks and products without leaving their vehicle. The main intention is to be drive up only, but our design may allow for a walk up window to order and utilize the nearby outdoor seating. Customers will have no access to the interior of business. We thrive to be extremely fast and efficient while maintaining quality.

Site Description

Location

2040 Wisconsin Dells Pkwy, Wisconsin Dells, WI 53965

We are intending to utilize an area that has an existing kiosk building. The design we have submitted allows for a great flow with vehicles. In case of huge surges of customers, we have the ability to have 19 large vehicles lined up straight towards the 2 nearest entrances without creating a traffic concern. The area is mainly a large parking lot and the vehicles have 5 entry options, huge amount of parking spaces and plenty of space to avoid any traffic concerns. We feel the modern upgrade we will be providing this space will make it a unique and a beneficial part of the Wisconsin Dells.

We are however requesting approval on several size options. We are currently finalizing our new facility for our Mauston location and have 2 other buildings available along with the potential of utilizing the existing kiosk at the site and updating that to work with our needs.

Buildings & Facilities

Building 1

The proposed building is a prefabricated unit state approved modular kiosk. It is 8.5ft x 8.5ft. It is 13.5 ft tall with signage on roof. The unit has a gross floor area of 64 square feet. It is constructed with metal framing. The unit consists of a workstation with two drive thru order windows and 1 walk up door window. No customer seating is provided. We will be residing the building with smart lap or cedar siding and replacing roofing after the possible move.

Building 2

12x24Ft building, 13.1Ft height with 2 ft overhangs and recessed soffit lighting. The building is constructed of wood, can utilize 1 of 2 approved plumbing plans. Its designed to maximize flow of operations to its fullest and creates ample storage. We designed the building to maximize energy efficiency and create a low impact on resources. The building pictures are included in the plan. But our long term plan is to end up with a building like this regardless of the first building choice.

Building 3

We would be utilizing the current kiosk that is approximately 10x12. We would add 2 drive thru windows and update where needed.

Exterior's

The general plan for the exterior update is to match and utilize themes from other business in that immediate area. Ideas are being discussed and the finalized. We are also thinking the lower half of building to be a lava stone rock and the upper cedar and possible copper tone roof or shingles as pictured on other building. Wrapped around the building will be a concrete curb with landscaping rock and potted plants.

Plumbing

Plumbing has been approved as a 'prefabricated plumbing system' by the Wisconsin Department of Commerce.

Restroom Facilities

No need for customer restrooms besides the small amount that may park and order but even if our building had a restroom it would not be available for customers.

Staff will use the facilities at BP as the other staff do on the same parcel. The distance is very minimal and 100 ft away at most.

We prefer not to add a restroom at the new building if the board will approve. We feel that the additional cost and amount of work to upgrade falls short of having a significant impact. There are many work areas in which staff must utilize restrooms at a much greater distance in other local businesses. If the board feels its needed for the operation we will accommodate and understand the position of the request.

Health

Operating procedures have been approved in the past by the Wisconsin Department of Agriculture. The facility will also be approved/inspected by the Sauk county health department for a food service license. Owner, Manager's and some select staff have their Serv Safe & Food Manager Certification.

Business Operations

Hours of Operation

Tourist Season Hours 6:00AM-6:00PM

Off Season Hours 6:30AM-4:00PM

Open year round & 7 days a week

*Hours are subject to change and maybe adjusted based on sales and demand.

Employees

The maximum employee count will depend of the final choice of the short term building and the design of the new building in a year. We believe under any circumstance no more then 4 employees will be working at any given time but 2-3 is the expected normal. We expect this business will create 5 year round positions and an additional 2-3 seasonal positions. We focus on hiring quality staff and long term retention by offering flexible schedules, paid vacation, sick time, employee outings, group dinners & optional benefits. Happy employees create happy customers and positive experiences.

Parking

Staff Parking

Staff will utilize the parking spaces in parking lot near the kiosk. We see no parking issues arising with the ample amount of available spaces at any given time.

Drive Thru Spaces & Parking

The site plan shows the amount of available spaces for each drive up window. We believe that the amount of available line space for vehicles is very sufficient compared to other business in the area with same business activity. We also have the additional space to take orders and pull them ahead. No coffee shop in the area has double drive up windows this makes us unique by allowing us to process customers at a greater rate then our competitors. The concerns with the traffic flows and back ups of traffic causing issues at local chain business may be slightly reduced by having another option for coffee products. I have personally waited 25 minutes in line for coffee on many occasions.

Other Concerns

Traffic Generation

Peak hours of operation are between 6:30 AM - 9:00 AM with anticipated daily traffic flow of 75 cars. Vehicles will enter and exit using existing ingress and egress. No pedestrian traffic anticipated. A drink is prepared in 60 - 90 seconds eliminating long waiting periods and traffic congestion. During peak hours of operation, a minimum of 2 baristas will be working in the unit to help assure smooth traffic flow and no congestion.

Noise, Air, Water, or other Forms of Environmental Pollution - No adverse effects anticipated. Cuppa Mudd Espresso is a low impact business. No speaker box is utilized. All orders are placed directly with the barista at the order window, person to person.

Lighting and Signage – The building will have lighting effects in the soffit surrounding the building. Menu boards on building on each side.

OWNER STATEMENT

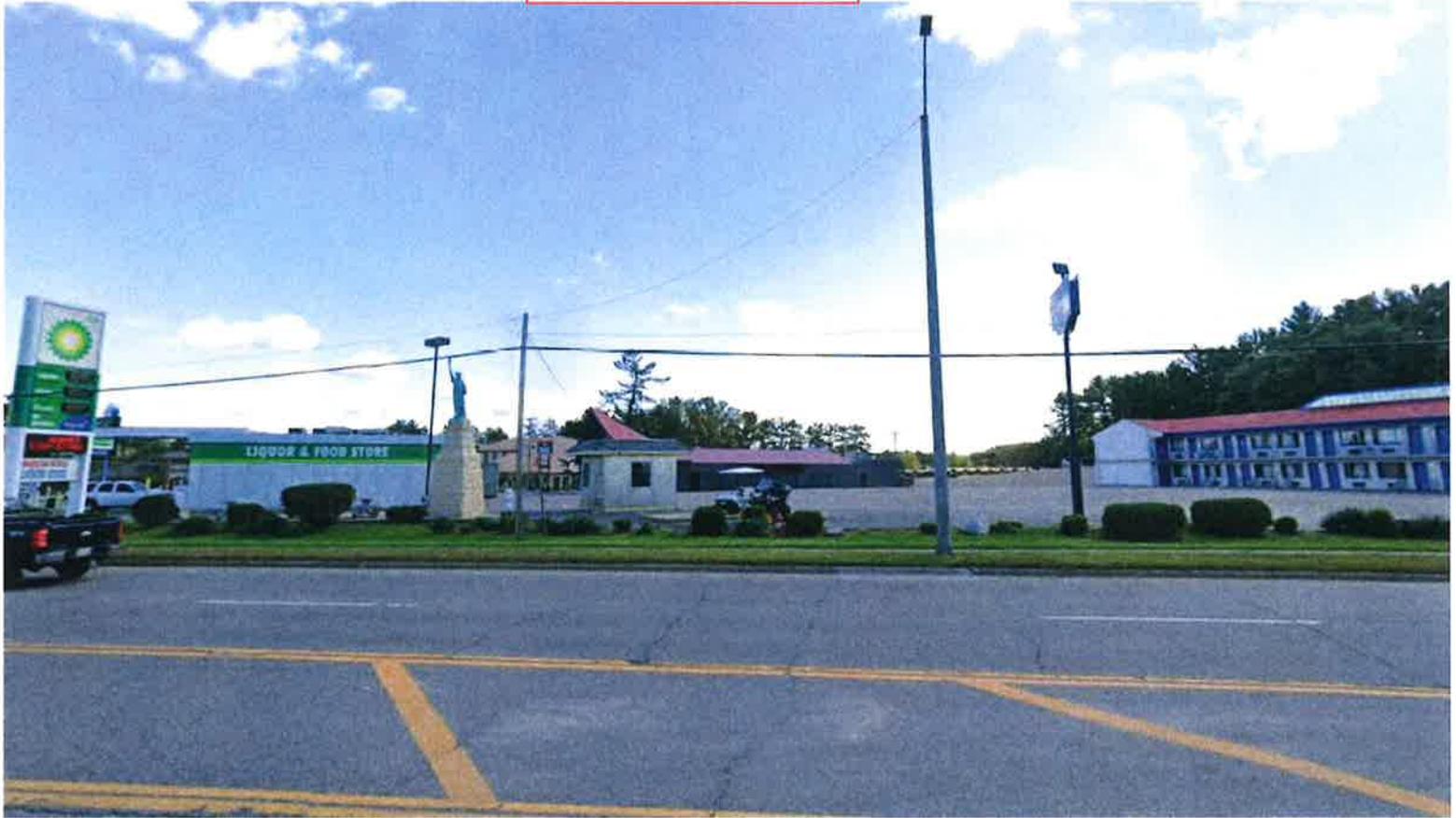
When I purchased this business, the goal was to get to a point of expanding into several locations in our area. The Wisconsin Dells our dream location. I and many others prefer local coffee shops over chain businesses. I spent 9 years in military, 5 years in correctional & 4 years private sector food service positions. At these positions I managed large amounts of staff including military, inmates & patients. Prepared meals for sizes of up to 1400 on many occasions with limited staffing. I was injured while I worked at Sandridge Secure Treatment center and had to leave state service. At this time, I started a new business with the focus of government & facility management. I grew the business to a spot where it manages quite easily. But I missed the enjoyment I had in food service.

When I purchased the business, I was an 8-year, 2-3 time a day customer at Mountain Mudd and have not found many places that compare to the quality. I purchased it 2 years ago and due to the previous franchise being out of business I created Cuppa Mudd Espresso. Last year I had designed a new facility, ordered it prior to Covid and planned on expanding. Due to the uncertainty created by Covid and the possible economic effects our plans got delayed. We are fully confident in the plan but want to take the cautious route just in case the coming years have huge travel impacts. Our quality is unmatched by chain shops because they do everything to reduce costs. The products we use are of the best quality and cannot be substituted by lower grade brands. 86% of the products we use are produced by Wisconsin companies with the main exception being espresso beans.

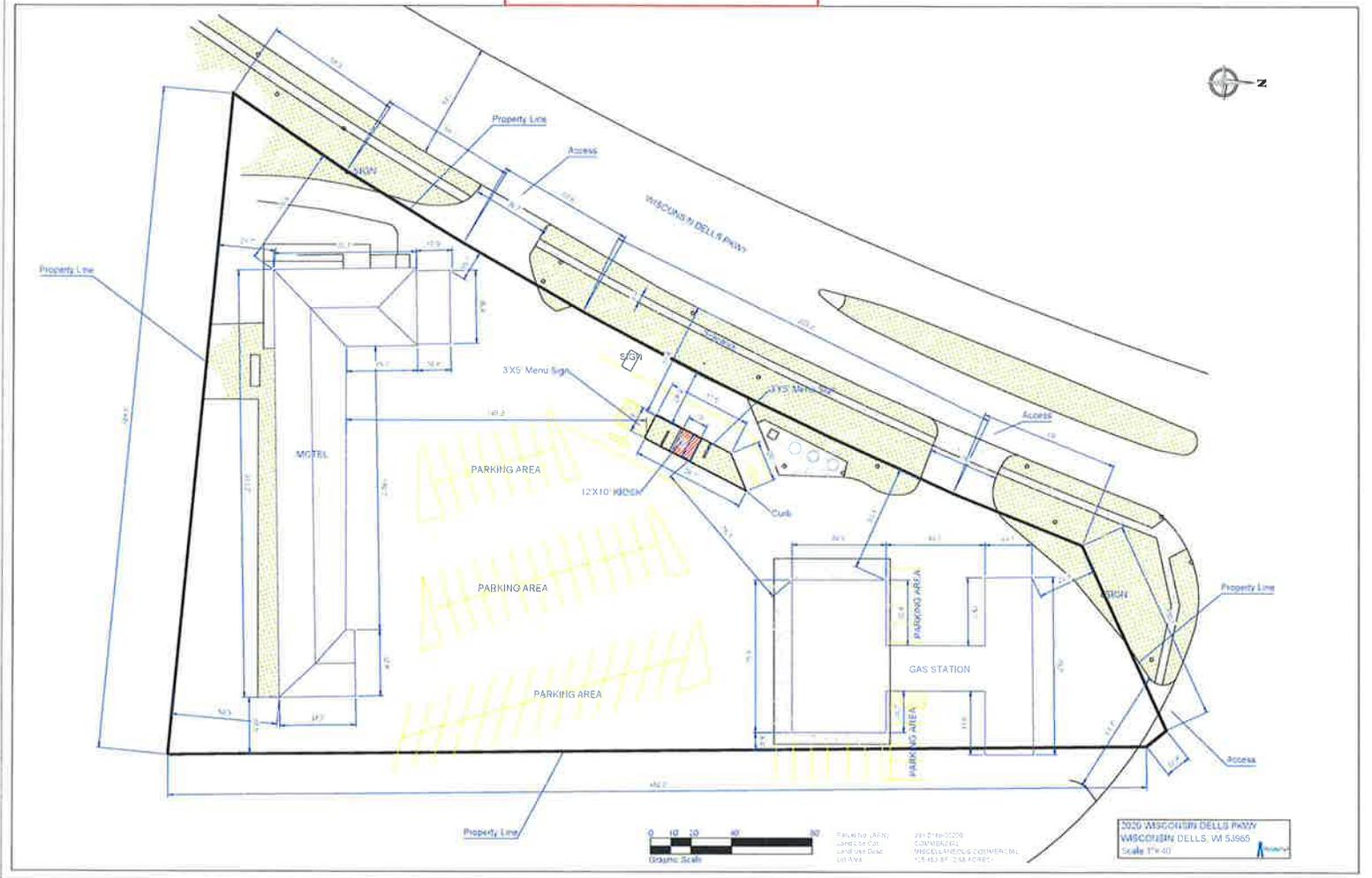
The outside of our building will be landscaped beautifully. Installing a concrete curb as shown in site plan's and landscaped to make it a wonderful site.

I appreciate the time and consideration of our plan.
Thank You

10' x 12' Existing building



10' x 12' Existing building



8' x 8' Temporary building

Sign Specifications:

Non-Illuminated
Flat Panel
 Flush mounted to wall

Faces:
 Flat (Max Metal) Faces
 painted (white)
 with applied vinyl graphics

Qty: (4)

SCALE: 3/4" = 1'-0"



CUSTOMER INFORMATION

Customer: Cuppa Mudd

Address: Eau Claire, WI

Sales: Brad Reiter

DRAWING INFORMATION

File Name: Cuppa Mudd
 Roof Panels
 REV A 12-16-19

Rev: REVA 12-16-19

Rev Date:

Scale: 3/4" = 1'-0" at 11" x 17"

Page: 1 of 2

Designer: Elizabeth Bremer

Comments:

Approved:



SignArt Company

Eau Claire, WI
 715-834-5127
 800-235-5178

St. Paul, MN
 651-688-0563
 800-699-0563

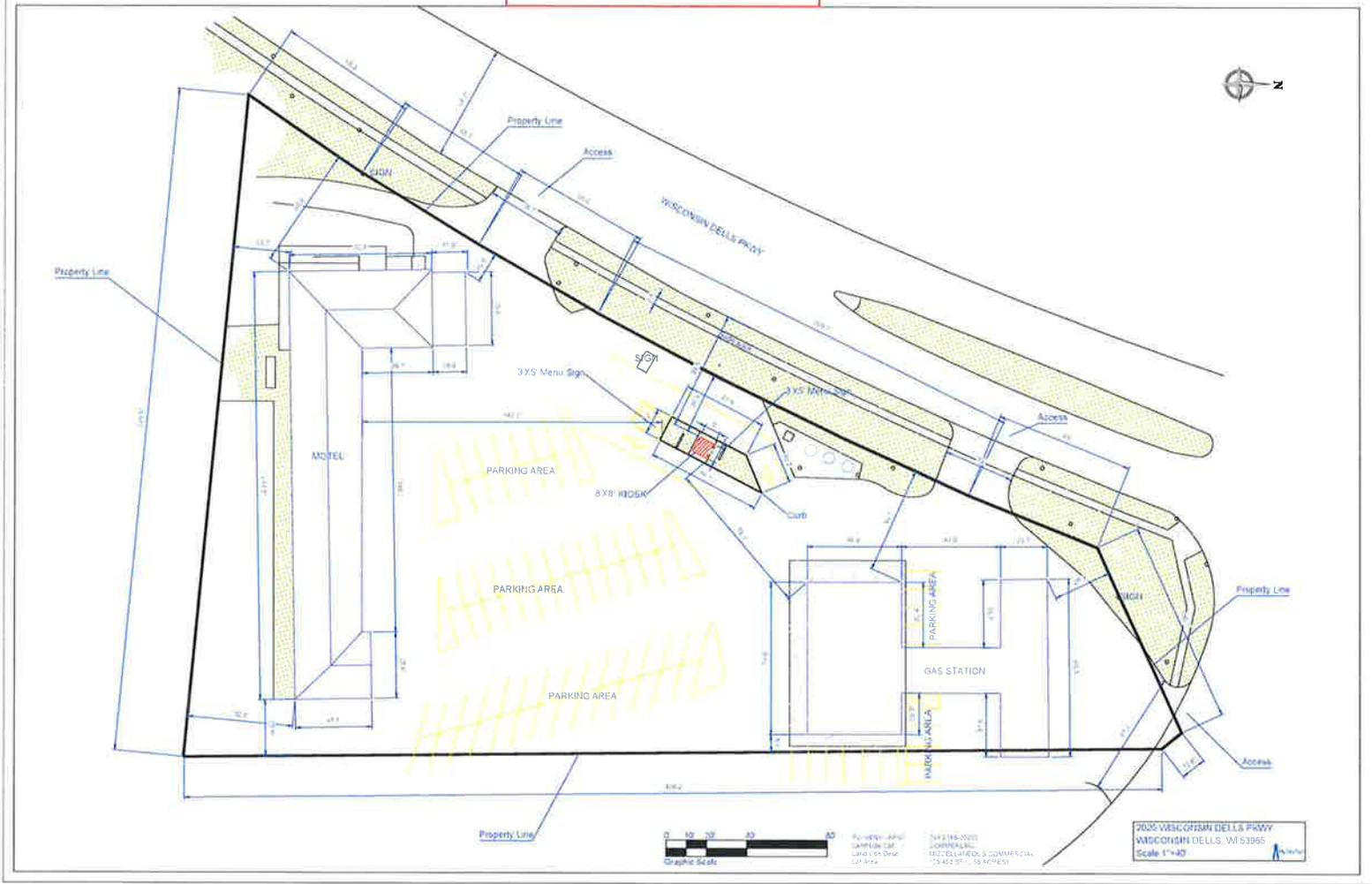
www.signartusa.com



Sign Area: 40 sq. ft.

This drawing was created to assist you in visualizing our proposal. It is the property of Sign Art Company and may not be used or reproduced by others.

8' x 8' Temporary building



BUILDING 2
Almost complete 12x24





2030 Wisconsin Dells Parkway

Conditional Use Permit – Commercial activity without a permanent building with a washroom, drive-up service window, outdoor vendor, walk-up service window, and outdoor commercial food and beverage service.

Staff Report for Plan Commission, 09/14/2020

The Planning & Zoning office has received a Conditional Use Permit and Site Plan application from Cuppa Mudd Espresso to allow a drive-up Coffee Kiosk on Sauk Co, City of Wis. Dells tax parcel 291-0148-00000. The applicant intends to sell coffee from an existing standalone, walk-up ticket booth located just south of the BP gas station at 2030 Wisconsin Dells Parkway. The business would be primarily drive-thru only. There are some existing picnic tables set-up in this area, and this business would serve to walk-up customers as well. There will be no interior customer space, seating, or service. The applicant intends for their customers to utilize the restrooms in the BP Gas Station approximately 150 ft away. The applicant is requesting the use of the existing kiosk, or a similar sized building, for one year. If successful, the applicant would install a new larger building. The applicant will have hot and cold water through a tank system, similar to a food truck. Given the lack of interior customer space and the proximity of the BP restrooms, the applicant would prefer not to install a bathroom in the larger building, and not make a permanent plumbing connections to City water and sewer.

A Conditional Use permit is required for any commercial activity that does not occur within or on a premise having a permanent building equipped with a washroom having hot and cold running water, wash basins, towels, or equivalent, and a toilet. A Conditional Use Permit is also required for: drive-up service window, walk-up service window, outdoor commercial food and beverage service, and outdoor vendor. The outdoor vendor would only apply in the situation where there are a large number of vehicles in the queue, and the operator may choose to have an employee outside to take orders from waiting cars to speed up the service.

It has been made clear the applicant shall adhere to the sign ordinance, so as not to produce an excessive amount of signage. The applicant would like to install two menu board signs for customers approaching the building from either side. These are expected to be for customer on the private property and not intended to advertise to the public Right Of Way (ROW). They do intend to have a signs on the building, which would be intended for the public ROW.

The applicant has stated that they will not play loud music or use any other kind of noise, amplified or not, to call attention to their facility. Any ambient music that may be played within the property will be strictly regulated so as not to cause a nuisance to surrounding properties. The applicant would also be expected to keep the area around this service window maintained and clean up any garbage or refuse that may accumulate in the area.

The proposed plan does not include any parking stalls, as the expectation is that business will be drive-thru. This location is on a site with a significant amount of parking, so it seem unlikely that parking would be an issue. This property has multiple access to Wisconsin Dells Parkway (Hwy 12). It seems possible that if there is a significant amount of traffic to this site, and it is not property controlled. The applicant has stated that they operate a similar business in Mauston and expect no more than five (5) cars in line. They have provided a plan that indicates there is enough room on the private property to accommodate about six (6) cars in line without impacting the public Right of Way (ROW).

As with any outdoor commercial activities, a major concern is with how the facility is operated and managed. The area must be well kempt and adequately controlled to ensure it does not become a nuisance to surrounding properties. It seems prudent to require the building and signage design to be approved by the Design Review Committee.

This property sits near a significant intersection at Wisconsin Dells Parkway. It seems possible that if the vehicles on the site are not properly controlled it could cause issues with traffic in the Parkway. There is a significant amount of space in the private parking lot at this site. The applicant would be expected to address any traffic concerns the City may identify at its sole discretion.

The applicant is looking approval of two (2) buildings options at this time: 1. The existing 10'x12' building and the proposed temporary 8'x8' building. The applicant would like ability to choose which building they use initially based on their own judgement on what would be best for their business. The City

The City can choose to approve both the initial building options for a limited time (the applicant is requesting two (2) years, with a requirement that the applicant install a more permanent and larger building in the future. The applicant would like for the CUP approvals to carry forward to the new, larger (12'x24') building, including the lack of a bathroom in their building or a permanent connection to City water and Sewer. The applicant believe be benefits of the bathroom and plumbing are not sufficient to justify the cost.

It appears some approval Options are:

1. Permanent approval of CUP and Site plan for all buildings. Allow applicant to utilize building at their discretion.
 - a. Application includes: \$525 fee, public notice in newspaper and mailed to neighboring property owners, hearing at Plan Commission, final approval from Common Council.
2. Permanent approval of CUP and Site plan approval one or either two (2) temporary buildings for a limited time (applicant request 2 years). New Site plan approval required for larger building (or extension of temporary building). CUP approval terminate if new Site plan approval is denied.
 - a. Application includes: \$300 fee, no public notice, hearing at Plan Commission, final approval from Common Council.
3. Approval of CUP and Site plan for one of either temporary building for a limited time. New CUP and Site plan approval required after set time.
 - a. Application includes: \$525 fee, public notice in newspaper and mailed to neighboring property owners, hearing at Plan Commission, final approval from Common Council.

In the absence of any relevant adverse feedback during this public hearing, this office would recommend approval Option 2, with the following conditions. This allows for full City review after a limited time trial period, but removes some of the excess requirements of a full public notice process. This would still include a hearing at the Plan Commission where any public concerns reported during the trial period would be reported. In the past, temporary approvals have been

Proposed Conditions of Conditional Use Permit (CUP) approval:

- 1) Approval Option 2: Approval of the existing or similar sized temporary building will be for two (2) years, and will expire on December 31, 2022. CUP approval may be terminated during new building Site plan review.
- 2) The City retains the right to review the CUP after one (1) year, if the use creates concerns to the City in its sole judgement. This review may result in the requirement a new full CUP application, public notice, and public hearing for further review, or full revocation of the permit.
- 3) Additional Site plan approval will be obtained prior to the installation of the larger building.
- 4) Building and Signage approved by the Design Review Committee.
- 5) Any required Dept. of Health Services (DHS) or other associated license are obtained and in good standing.
- 6) The applicant obtains Premier Resort Tax and other required tax registrations and provides documentation to the City.
- 7) The applicant remains current on their Premier Resort Tax (PRT) payments and provides clear tax documentation to the City. Failure to pay any required taxes and/or submit tax reporting documentation that is deemed adequate by the City in its sole discretion, is grounds to revoke this permit.
- 8) The tank water supply system process is reviewed and approved by the City to ensure proper metering and billing of City water and sewer.
- 9) The site does not generate any nuisances to surrounding properties. Any nuisance that is identified shall be resolved to the satisfaction of the City, in its sole discretion, or this permit is subject to revocation.
- 10) Adequate traffic and parking controls are implemented to prevent this site from causing traffic flow problems on the access roads, specifically Wisconsin Dells Parkway. Any traffic issues identified by the City shall be resolved to the satisfaction of the City at their sole discretion, or this permit is subject to revocation.

None of these conditions shall be construed to remove the right of the City to terminate approval of this permit for violation of another condition of approval.

Proposed Conditions of Site Plan approval:

- 1) Site Plan approval at this time is only for the smaller temporary buildings.
- 2) Site Plan approval will expire on December 31, 2022, unless otherwise addressed by the City.
- 3) Additional Site plan approval will be obtained prior to the installation of the larger building.
 - a) Future Site plan approval will address requirement of connection to City water and sewer.
- 4) Denial of a new Site Plan can be grounds for denial of CUP.

Prepared by: Chris Tollaksen, City of Wisconsin Dells.

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

ITEM 15

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the City Plan Commission from their September 14, 2020 meeting;

IT APPROVES the Site Plan Application submitted by Cuppa Mudd Espresso for a small drive-up coffee shop on a portion of Sauk County, City of Wisconsin Dells tax parcel 291-0148-00000 and the use of any of the three (3) Site Plan building options presented, with the understanding that a new Site Plan Application shall be submitted after the expiration date of December 31, 2021. If a larger building is built, the existing kiosk would need to be removed. Added contingencies include:

- 1) Site Plan approval will expire on December 31, 2021, unless otherwise addressed by the City. Any building installed as part of this approval, but not re-approved per the above condition, is to be removed from the site within 90 days of denial.
- 2) Future Site Plan approval will address requirement of connection to City water and sewer.
- 3) Denial of a new Site Plan can be grounds for denial of Conditional Use Permit.

Edward E. Wojnicz, Mayor

Attest:

Nancy R. Holzem, City Clerk

Vote: _____ ayes _____ nays

Date Introduced: September 21, 2020

Date Passed:

Date Published:

SITE PLAN APPLICATION

Wisconsin Dells, Wisconsin

Version: February 27, 2008

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

- Office Use Only -

Initial application fee	
Receipt number	
Application number	

1. Applicant information

Applicant name **CUPPA MUDD ESPRESSO**

Street address **1007 GATEWAY AVE**

City **MAUSTON**

State and zip code **WI, 53948**

Daytime telephone number **608-547-7684**

Fax number, if any **888-982-8772**

E-mail, if any _____

2. Subject property information

Street address	2040 Wisconsin Dells PKWY	
Parcel number	291-0148-00000	Note: the parcel number can be found on the tax bill for the property or may be obtained from the City.
Current zoning classification(s)		
Describe the current use	GAS STATION & MOTEL	

3. Proposed use. Describe the proposed use.

Drive thru coffee shop

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

Expected hours of operation are 6am-6pm, 7 days a week.

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

We are unaware of any nuisances it would create. Our outlook is that it will improve the existing section we would be utilizing and bring a facility in that modernizes the atmosphere.

Exterior lighting would be more ambient lighting to improve looks.

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

SITE PLAN APPLICATION

Wisconsin Dells, Wisconsin

Version: February 27, 2008

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

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

We have created a version of a traffic study to show the amount of vehicles that can fit in the area before affecting street traffic flow like is being experienced near the Walgreens intersection. I think it may improve conditions at the intersection just from some customers utilizing our coffee shop vs the chain shops. Our shop has 2 drive thru windows and processes customers at a faster rate. In Mauston we never have more than 5 or 6 cars total waiting at any given time.

c. Effects of the project on the natural environment

d. Effects of the project on surrounding properties, including operational considerations relating to hours of operation and creation of potential nuisances

e. The overall appearance of the project

We have included building photos and options. Depending on the building we utilize, The buildings would receive new roofing & siding to match the general flow of the surrounding businesses.

f. If the project is a multi-family real estate development (more than 3 dwelling units), does the project meet the following standards:

1. All setback areas fronting on or visible from an adjacent public street, and all recreation, leisure and open space areas shall be landscaped in accordance with the project plan. Decorative design elements, such as fountains, pools, benches, sculpture, planters, exterior recreational facilities and similar elements may be permitted, providing such elements are incorporated as part of the landscaping plan; and, permanent and automatic irrigation facilities are provided in all planted landscaped area.

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

SITE PLAN APPLICATION

Wisconsin Dells, Wisconsin

Version: February 27, 2008

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

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

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

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

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

8. Applicant certification

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

	8/31/20*
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Applicant Signature

Date

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

Wisconsin Dells, Wisconsin

Version: February 27, 2008

Reimbursement Agreement for Application Review Costs

A. Payment for Eligible Costs.

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

B. Guarantee of Payment.

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

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

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

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

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

C. Termination of Guarantee.

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



8/31/20

Applicant Signature

Date

SITE PLAN APPLICATION

Wisconsin Dells, Wisconsin

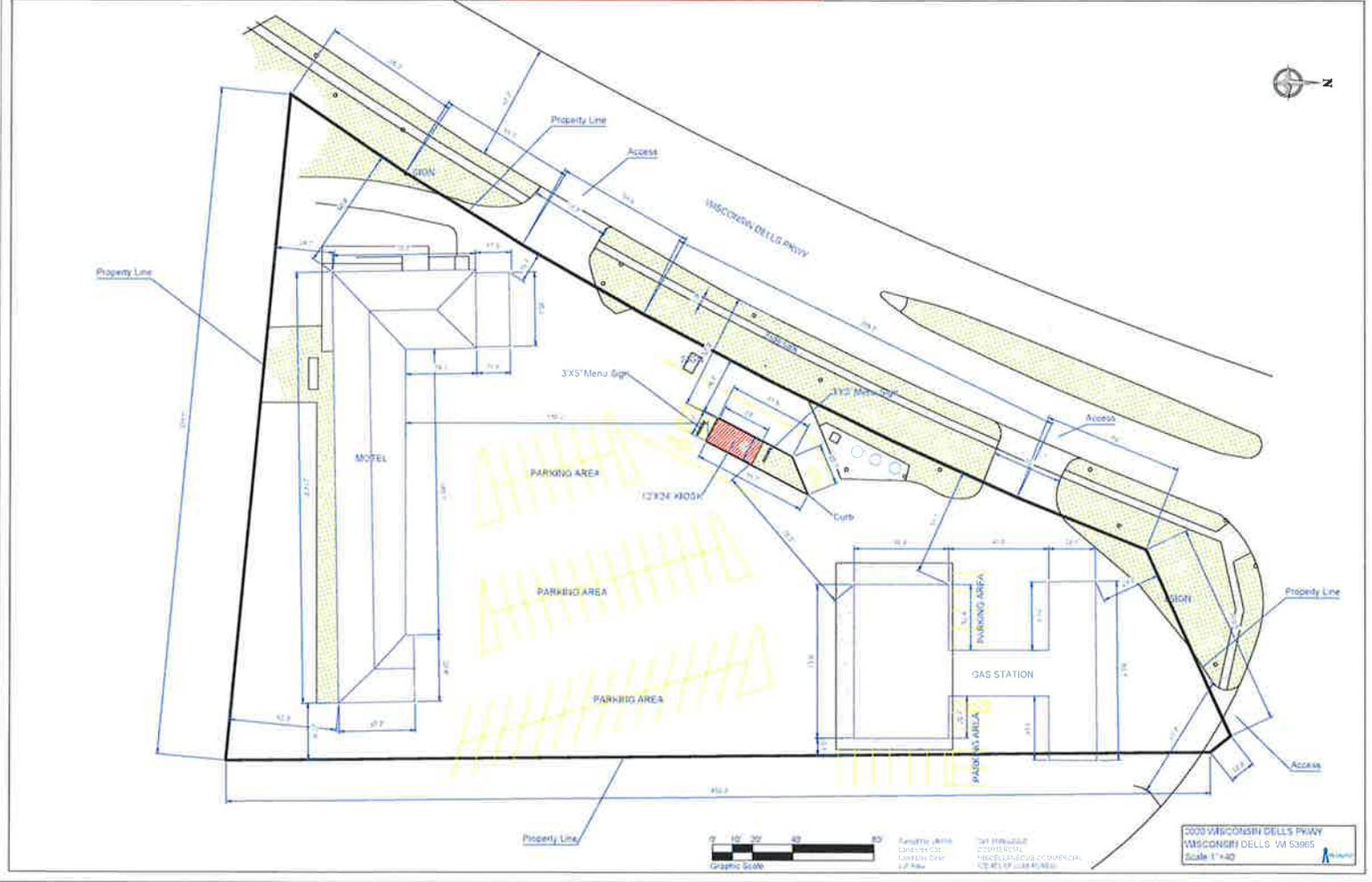
Version: February 27, 2008

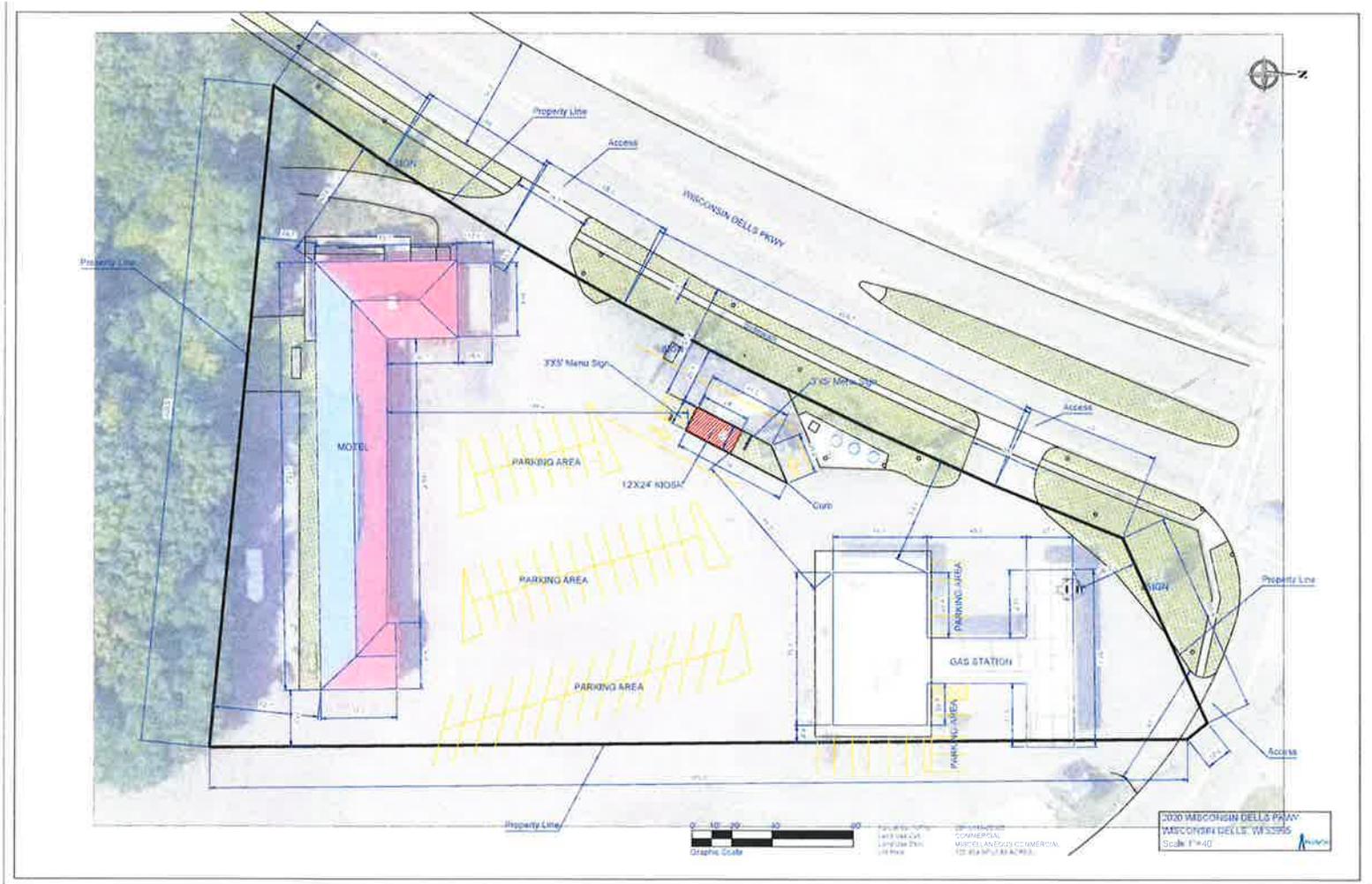
Site Plan Check List

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

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

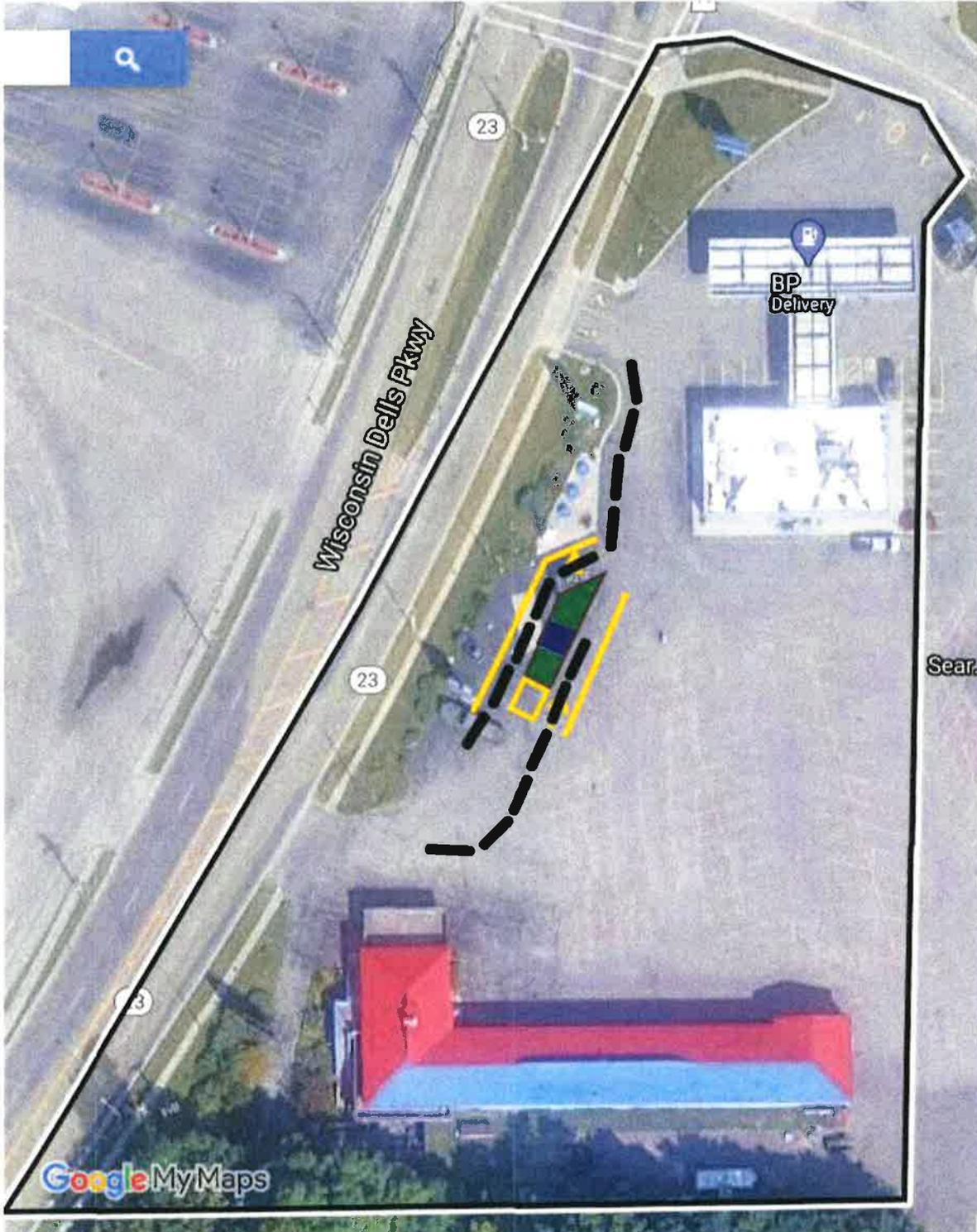
12' x 24' Long Term building





Vehicle Traffic Outlook

The photo below shows that 15 large vehicles can line up without backing up into the entrances. It also shows the curb and landscaped plan easier than on site plan. We see no possible traffic concerns.



**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 September 14, 2020 meeting;

IT APPROVES the quotes submitted by Pro Electric for directional drill work on Church and Wisconsin Avenue for the amount of \$40,745; and for directional drill work on Church and Ramsey for \$19,400 with funding derived from the Electric Utility.

Edward E. Wojnicz, Mayor

Attest:

Nancy R. Holzem, City Clerk

Vote: _____ ayes _____ nays _____ abs.

Date Introduced: September 21, 2020

Date Passed:

Date Published:



21500 6 Mile Road Franksville, WI 53126
Office: (262) 289-1900 Fax: (262) 289-1901

8/11/2020

Tony Wieczorek
300 La Crosse St
Wisconsin Dells, WI 53965

Dear Tony,

We are pleased to offer the following proposal for the directional drill work on the Church St & Wisconsin Ave project. Our price is based on the line items below.

Price includes:

- Directional Drilling 770' feet of 2" poly
- Directional Drilling 185' feet of 2 – 2" poly
- Setting 2 pedestals and 1 transformer along route
- Complete restoration with black dirt, seed & straw

Price excludes:

- Purchasing of poly
- Pulling wire in pipe

The lump sum price is..... \$23,800.00

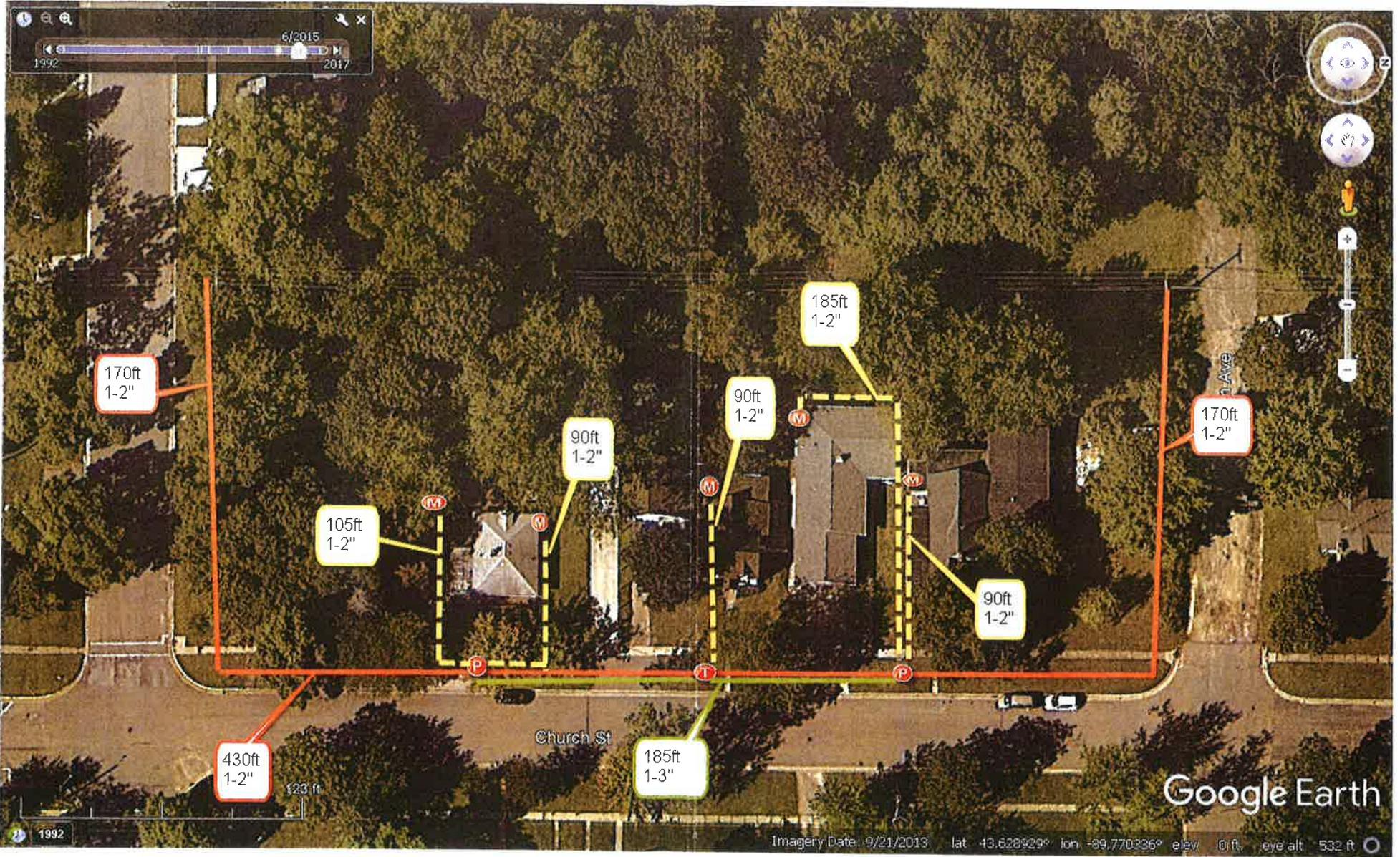
The price to complete the 5 services along route is\$16,945.00

Total quote can be applied to DBE and MBE percentages. This proposal is valid for 30 days.

Respectfully submitted,

Accepted By:

Don Manthei





21500 6 Mile Road Franksville, WI 53126
Office: (262) 289-1900 Fax: (262) 289-1901

8/11/2020

Tony Wiczorek
300 La Crosse St
Wisconsin Dells, WI 53965

Dear Tony,

We are pleased to offer the following proposal for the directional drill work on the Church & Ramsey project. Our price is based on the line items below.

Price includes:

- Directional Drilling 910 feet of 2" poly
- Setting one J- Box along route
- Complete restoration with black dirt, seed & straw

Price excludes:

- Purchasing of poly
- Pulling wire in pipe

The lump sum price is..... **\$19,400.00**

Total quote can be applied to DBE and MBE percentages. This proposal is valid for 30 days.

Respectfully submitted,

Accepted By:

Don Manthie



**CITY OF WISCONSIN DELLS
RESOLUTION NO. _____
REQUESTING FUNDING FROM THE STATE OF WISCONSIN
FOR ROAD REPAIRS AND IMPROVEMENTS**

WHEREAS, Wisconsin's diverse economy is dependent upon state roads as well as city, county, and village streets and transit systems across the state.

WHEREAS, State funding for roads in Wisconsin has failed to keep up with costs over the past several decades. Safety is a primary concern and responsibility of governments across Wisconsin and roads that are not maintained cause accidents. Our state highway and interstate system is the backbone of our surface transportation system and plays a vital role in the economy of Wisconsin.

WHEREAS, Both local and state roads need proper maintenance in order for our economy to grow. Water and outdoor recreation, along with trails, parks, golf courses, historic sites, and attractions, all work together to draw travelers to Sauk County. Local businesses, all cater to and benefit from traveler spending. Sauk County is among the top counties in the state for tourism. With people coming in and out of Sauk County for tourism, work, and everything in between, the quality of our roads is very important.

THEREFORE, In order to maintain our economy, Sauk County asks the State to allocate additional funds for repairing and improving USH 12/STH 23(Wisconsin Dells Parkway) through Lake Delton and Wisconsin Dells in Sauk County.

NOW, THEREFORE, BE IT RESOLVED, that the Wisconsin Dells City Common Council hereby requests funding from the State of Wisconsin for road repairs and improvements for USH 12/STH 23 through Lake Delton and Wisconsin Dells in Sauk County and directs the Clerk to send a copy of this resolution to our State Legislators and to Governor Tony Evers.

Dated this 21st day of September, 2020

Mayor Edward E. Wojnicz

Attest:

Nancy R. Holzem
City Clerk/Coordinator

City of Wisconsin Dells

(All-Terrain/Utility Terrain Vehicle Use)

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

SECTION I: PURPOSE

This ordinance regulates the use and operation of All Terrain and Utility Terrain Vehicles (ATV/UTV) in the City.

SECTION II: PROVISION AMENDED

Wisconsin Dells Code Sec. 10.40 is created.

SECTION III: PROVISION AS AMENDED:

10.40 All-Terrain/Utility Terrain Vehicles Use & Operation.

- (1) State Laws Adopted. The statutory provisions of Wis. Stat. sec. 23.33 and Wis. Stat. Chaps. 340 to 348 establishing definitions and regulations with respect to ATVs and UTVs and Wis. AdminCodeChap. NR 64 are adopted by reference. Unless otherwise specifically provided here, any act required to be performed or prohibited by any statute or administrative code provision incorporated herein is required or prohibited by this ordinance. Any future amendments, revisions or modifications of the Wisconsin Statutes or Wisconsin Administrative Code incorporated herein are made a part of this ordinance in order to provide uniform statewide regulation of ATVs and UTVs.

(2) Designation of ATV and UTV Routes.

(a) No person shall operate an ATV or UTV on any City street, alley, park or parking lot, on any public lands or parking lots held open to the public, or on any land within the City except as provided below.

(b) All streets in the City are designated ATV/UTV routes except the following:

1. _____

2. _____

3. _____

(c) Pursuant to Wis. Stat. sec. 23.33(11)(am)(4), ATVs/UTVs are authorized to operate on the following highways where the speed limits are 35 MPH or less:

1. STH 13 between Wisconsin Dells Parkway and Trout Road/CR H.
2. USH 12/16 (Wisconsin Dells Parkway) between Broadway and _____.
3. USH 12/STH 23 (Wisconsin Dells Parkway) between _____ and Broadway.
4. STH 13/STH 23/USH 16 (Broadway) between Wisconsin Dells Parkway and STH 13/USH 16.
5. STH 13 between Broadway and _____.
6. STH 23 (Broadway) between USH 16/STH 13.
7. USH 16 between Broadway and Vine.

(d) The City reserves the right to close or modify ATV and UTV routes at any time.

- (e) All ATV and UTV routes shall be signed in accordance with Wis. Admin. Code sec. NR 64.12. The City shall maintain all route signs within the City, including without limitation, on federal, state and county trunk highways within the City.

(3) Conditions and Restrictions on Operation. In addition to the provisions contained in Wis. Stat. sec. 23.33 and Wis. Stat. chaps. 340 to 348 , and as a condition for the use of ATV and UTV routes designated and authorized herein, the following conditions and restrictions shall apply to all ATV and UTV operators and passengers, as applicable:

- (a) All ATV and UTV units shall be registered for public use in accordance with Wisconsin Department of Natural Resources ("DNR")' regulations, and proof of registration shall be displayed as required by statute during all times of operation.
- (b) All ATV and UTV operators shall observe all applicable rules of the road governing motorized vehicles operating on municipal streets in accordance with Wis. Stat. sec. 23.33 and Wis. Stat. chap. 346.
- (c) No person shall operate an ATV or UTV within the City from

10:00 p.m. to 6:00 a.m., except as permitted in Wis. Stat. sec. 23.33(4)(f), or as otherwise authorized in writing by the City or its designee on a temporary basis.

- (d) No ATV or UTV shall be operated at a speed greater than the posted speed limit, except that no ATV or UTV shall be operated at a speed greater than 35mph.
- (e) All ATV and UTV operators are subject to and shall abide by applicable provisions of the Wisconsin Statutes and DNR regulations pertaining to age, safety and safety certificate requirements.
- (f) No person shall operate an ATV or UTV on any trail or route without fully functional headlights, taillights and brake lights. All operators shall display a lighted headlight and taillight at all times while on the trail or route.
- (g) No person shall operate an ATV or UTV on any trail or route where the vehicle does not meet state or municipal noise and exhaust restriction requirements.
- (h) No person shall operate an ATV or UTV within any municipal park or on any sidewalk, designated bicycle or pedestrian lane, gravel shoulder, ditch or other area of any street right-

of- way other than on the paved roadway, unless specifically designated and posted otherwise by the City.

- (i) No person shall leave or allow any ATV or UTV owned or operated by that person to remain unattended on any public highway or public property while the motor is running or with the starting key left in the ignition.
- (j) ATV and UTV operators or passengers under the age of 18 years of age shall wear protective headgear of the type required under Wis. Stat. sec. 347.485(1)(a).
- (k) No ATV or UTV operator or passenger shall be in possession of an open intoxicant while the ATV or UTV is in operation. No person shall operate an ATV or UTV while under the influence of an intoxicant, a restricted controlled substance, a controlled substance analog, or any combination of these elements, to a degree which renders the person incapable of safely operating the ATV or UTV.
- (l) ATV's/UTV's may be operated on streets and public ways within City parks and within City parking lots.

(4) Licensing, insurance and registration.

- (a) Driver's license. Every person who operates an ATV/UTV on a segment of City road which is designated as an ATV/UTV route shall have in his or her immediate possession a valid motor vehicle operator's license and shall display the license document upon demand from any law enforcement officer or official described in Wis. Stat. sec. 23.33(12).
- (b) Insurance. Every person who operates an ATV/UTV on a segment of a City road which is designated as an ATV/UTV route, and/or every ATV/UTV operated on a segment of City road which is designated as an ATV/UTV route, shall carry liability, and/or other insurances consistent with Wisconsin state law for the operation of a motorized vehicle.

(5) Disturbing the peace, and nuisance activities.

- (a) Cruising prohibited. No person shall, while operating an ATV or UTV, engage in the practice of cruising on any authorized road. Cruising is defined as running all or part of the length of a roadway multiple times, per day, back and forth, for any purpose other than departing or arriving at their residence, or place of lodging, or departing or arriving, at a public boat landing.

- (b) Exhaust system/muffler modifications prohibited. No person shall operate on a City route any ATV/UTV unless such ATV/UTV is equipped with an adequate muffler in constant operation and properly maintained to prevent any excessive or unusual noise or annoying smoke.
 - (c) Radios or the electronic sound amplification devices. No person may operate or park, stop or leaving standing an ATV/UTV vehicle while using a radio or other electronic sound amplification device emitting sound from the vehicle that is audible under normal conditions from 75 feet or more, unless the electronic sound amplification device is being used to request assistance to warn against an unsafe condition.
- (6) Enforcement. The penalty for any violation identified in Wis. Stat. sec 23.33(13) or Wis. Stat. chaps. 340 through 347 shall be as provided in the statutes. Deposit amounts for such violations shall be as set forth in the current Revised Uniform State Traffic Deposit Schedule. The penalty for any violation of this ordinance not addressed in Wis. Stat. sec. 23.33(13) or Wis. Stat. chaps. 340 through 347 shall be a forfeiture as set forth in the Wisconsin Dells Municipal Code, together with all applicable costs, surcharges and assessments.

SECTION IV: VALIDITY

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

SECTION V: CONFLICTING PROVISIONS REPEALED

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

SECTION VI: EFFECTIVE DATE

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

SECTION VII: PART OF CODE

This ordinance becomes a part of Wisconsin Dells Code, Chapter 10.

Edward Wojnicz, Mayor

Nancy R. Holzem, Clerk

INTRODUCED: _____

PUBLISHED: _____

PASSED: _____